



Agenda
The Township of Cavan Monaghan
Regular Council Meeting

Monday, October 6, 2025

11:00 a.m.

Council Chambers

Members in attendance are asked to please turn off all electronic devices during the Council Meeting. Any special needs requirements pertaining to accessibility may be directed to the Clerk's Office prior to the meeting. A link to the livestreaming is available at www.cavanmonaghan.net. Council Members may be participating remotely.

Pages

1. Call to Order

2. Land Acknowledgement

We respectfully acknowledge that the Township of Cavan Monaghan is located on the Treaty 20 Michi Saagiig territory, in the traditional territory of the Michi Saagiig Anishnaabeg. We offer our gratitude to First Nations for their care for and teachings about these lands. May we honour these teachings.

3. Approval of the Agenda

4. Disclosure of Pecuniary Interest and the General Nature Thereof

5. Closed Session

5.1 Resolution to move into Closed Session

5.2 Minutes of the Closed Session held September 15, 2025

5.3 Elmdale Road Property Update (YH)

a proposed or pending acquisition or disposition of land by the municipality or local board

5.4 Report - CAO 2025-09 3 and 5 Center Street (KP)

a proposed or pending acquisition or disposition of land by the municipality or local board

6. Reconvene Open Session 1:00 p.m.

7.	Report from Closed Session	
8.	Minutes	
8.1	Minutes of the Regular Meeting held September 15, 2025	4 - 10
9.	Minutes from Committees and Boards	
9.1	Millbrook Valley Trails Advisory Committee Meeting Minutes of May 26, 2025 and June 23, 2025	11 - 17
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9.4	Sustainability Advisory Committee Meeting Minutes of June 26, 2025	26 - 29
9.5	Accessibility Advisory Committee Meeting Minutes of August 28, 2025	30 - 31
10.	Reports	
10.1	Report - ECD 2025-09 2025 Community Improvement Plan Grant Program Recipient (BA)	32 - 33
10.2	Report - Public Works 2025-14 Waste Management Update - Recycling (WH/CM)	34 - 49
10.3	Report - Public Works 2025-15 Tapley Quarter Line Unopened Road Allowance (WH/DH)	50 - 78
10.4	Council/Committee Verbal Reports	
11.	General Business	
12.	Correspondence for Information	
12.1	Letter from Ontario Lottery and Gaming Corporation Re: Cease of Slot Operations - Township of Cavan Monaghan	79 - 80
13.	Correspondence for Action	
14.	By-laws	

being a by-law to execute a Ontario Transfer Payment Agreement (TPA) on the Municipal Housing Infrastructure Program - Housing-Enabling Core Servicing Stream between His Majesty the King, as represented by the Minister of Infrastructure, and the Corporation of the Township of Cavan Monaghan for access to funding

15. Unfinished Business**16. Notice of Motion****17. Confirming By-law**

17.1 By-law No. 2025-45 being a by-law to confirm the proceedings of the meeting held October 6, 2025

122 - 122**18. Adjournment****19. Upcoming Events/Meetings**

19.1 Your Township. Your Team. Wednesday, October 8, 2025 from 3:00 p.m. to 6:00 p.m., CMCC Community Hall 986 County Road 10, Millbrook

19.2 Regular Council Meeting Monday, October 20, 2025 at 1:00 p.m.

19.3 Cavan Monaghan Public Library Board Meeting Tuesday, October 21, 2025 at 7:00 p.m., Millbrook Branch Library

19.4 Millbrook Valley Trails Advisory Meeting Monday, October 27, 2025 at 4:00 p.m.

19.5 Accessibility Advisory Committee Meeting Thursday, October 30, 2025 at 1:00 p.m.

19.6 Regular Council Meeting Monday, November 3, 2025 at 1:00 p.m.

**Minutes
The Township of Cavan Monaghan
Regular Council Meeting**

**Monday, September 15, 2025
11:30 a.m.
Council Chambers**

Those members in attendance were:

Council	Matthew Graham	Mayor
	Ryan Huntley	Deputy Mayor
	Nelson Edgerton	Councillor
	Gerry Byrne	Councillor
	Lance Nachoff	Councillor (Virtual)
Staff	Yvette Hurley	CAO
	Cindy Page	Clerk
	Mark Froment	Deputy Clerk
	Wayne Hancock	Director of Public Works
	Kimberley Pope	Director of Finance
	Jonathan Thorne	Asset Management Technician
	Drew Hutchison	Engineering Technologist

1. Call to Order

Mayor Graham called the meeting to order at 11:30 a.m.

2. Land Acknowledgement

Mayor Graham recited the land acknowledgement.

3. Approval of the Agenda

R-2025-224

Moved by: Byrne

Seconded by: Huntley

That the agenda for the Regular Council Meeting be approved as presented.

Recorded	For	Against
Graham	X	
Huntley	X	
Nachoff	X	
Edgerton	X	
Byrne	X	
Results	5	0
		Carried

4. Disclosure of Pecuniary Interest and the General Nature Thereof

There were no pecuniary interests noted.

5. Closed Session

5.1 Resolution to move into Closed Session

R-2025-225

Moved by: Byrne

Seconded by: Edgerton

That the Council for the Township of Cavan Monaghan move into Closed Session under Section 239(2) of the Municipal Act (2001), as amended, to consider:

the security of the property of the municipality or local board.

Recorded	For	Against
Byrne	X	
Nachoff	X	
Graham	X	
Huntley	X	
Edgerton	X	
Results	5	0
		Carried

5.2 Minutes of the Closed Session held August 11, 2025

5.3 Water Main Break in Millbrook Update

Mayor Graham recessed at 12:21 p.m. until 1:02 p.m.

6. Reconvene Open Session 1:00 p.m.

7. Report from Closed Session

R-2025-226

Moved by: Byrne

Seconded by: Edgerton

That Council direct Staff to transfer the funds from the Water/Wastewater Capital Budget from Frederick Street to Dufferin Street in the total amount of \$450,000.00 to be used to complete the reconstruction of the water main and appurtenances on Dufferin Street in 2025; and

That Council direct Staff to transfer the funds from the Capital Budget for

roadworks from Frederick Street to Dufferin Street in the amount of \$300,000.00 to be used to complete the roadworks on Dufferin Street in 2025; and That Council direct Staff to proceed with the lowest bid from the RFQ for this work not exceeding \$750,000.00.

Recorded	For	Against
Edgerton	X	
Graham	X	
Huntley	X	
Byrne	X	
Nachoff	X	
Results	5	0
		Carried

8. Presentation

8.1 Moya Taylor, Asset Management Advisor, PSD Citywide - 2025 Asset Management Plan

R-2025-227
 Moved by: Huntley
 Seconded by: Byrne
 That Council receive the presentation from Moya Taylor, Asset Management Advisor for PSD Citywide, regarding the 2025 Asset Management Plan for information.

Recorded	For	Against
Nachoff	X	
Edgerton	X	
Byrne	X	
Graham	X	
Huntley	X	
Results	5	0
		Carried

9. Minutes

9.1 Minutes of the Regular Meeting held September 2, 2025

R-2025-228
 Moved by: Byrne
 Seconded by: Edgerton
 That the minutes of the Regular Meeting held September 2, 2025 be approved as presented.

Recorded	For	Against
Huntley	X	
Byrne	X	
Edgerton	X	
Nachoff	X	
Graham	X	
Results	5	0
		Carried

10. Minutes from Committees and Boards

10.1 Cavan Monaghan Accessibility Advisory Committee Meeting Minutes of July 23, 2025

R-2025-229

Moved by: Byrne

Seconded by: Edgerton

That the minutes of the Cavan Monaghan Accessibility Advisory Committee Meeting held July 23, 2025 be approved as presented.

Recorded	For	Against
Graham	X	
Huntley	X	
Nachoff	X	
Edgerton	X	
Byrne	X	
Results	5	0
		Carried

11. Reports

11.1 Report - Finance 2025-09 Asset Management Plan Update

R-2025-230

Moved by: Huntley

Seconded by: Edgerton

That Council support the updated Asset Management Plan, which includes revised service levels, lifecycle management strategies, financial planning, and funding sources, in accordance with Ontario Regulation 588/17; and That Senior staff will review the Asset Management Plan annually during the budget process to address and implement the recommendations contained within the plan.

Recorded	For	Against
Byrne	X	
Nachoff	X	
Graham	X	
Huntley	X	
Edgerton	X	
Results	5	0
		Carried

11.2 Report - CAO Report and Capital Status

R-2025-231

Moved by: Huntley

Seconded by: Edgerton

That Council receive CAO Report and Capital Status for information.

Recorded	For	Against
Edgerton	X	
Graham	X	
Huntley	X	
Byrne	X	
Nachoff	X	
Results	5	0
		Carried

11.3 Council/Committee Verbal Reports

Councillor Byrne acknowledged the great Tractor Parade event that a lot of the local famers coordinate annually that was held this past Sunday and noted it is great for our agricultural community.

Mayor Graham spoke to his attendance at the Library Board meeting where they discussed the upcoming budget request, the renovation work at the OMS and marketing strategy ideas.

Councillor Nachoff wanted to thank Staff and the Public Health Unit for their support, communications and hard work during the water main break both as a business owner and Councillor.

R-2025-232

Moved by: Byrne

Seconded by: Edgerton

That Council receive the Council/Committee verbal reports for information.

Recorded	For	Against
Nachoff	X	
Edgerton	X	
Byrne	X	
Graham	X	
Huntley	X	
Results	5	0
		Carried

12. General Business

There was no General Business.

13. Correspondence for Information

There was no Correspondence for Information.

14. Correspondence for Action

There was no Correspondence for Action.

15. By-laws

15.1 By-law No. 2025-42 being a by-law to authorize the sale of the lands described as Part Lot 12 Concession 6 being Parts 1, 2 & 3, Plan 45R-17774 in the Geographic Township of Cavan, now in the Township of Cavan Monaghan

R-2025-233

Moved by: Byrne

Seconded by: Huntley

That By-law No. 2025-42 being a by-law to authorize the sale of the lands described as Part Lot 12 Concession 6 being Parts 1, 2 & 3, Plan 45R-17774 in the Geographic Township of Cavan, now in the Township of Cavan Monaghan be read a first, second and third time and passed this 15th day of September signed by the Mayor and Clerk and the Corporate Seal attached.

Recorded	For	Against
Huntley	X	
Byrne	X	
Edgerton	X	
Nachoff	X	
Graham	X	
Results	5	0
		Carried

16. Unfinished Business

There was no Unfinished Business.

17. Notice of Motion

There were no Notices of Motion.

18. Confirming By-law

18.1 By-law No. 2025-43 being a by-law to confirm the proceedings of the meeting held September 15, 2025

R-2025-234

Moved by: Byrne

Seconded by: Edgerton

That By-law No. 2025-43 being a by-law to confirm the proceedings of the meeting held September 15, 2025 be read a first, second and third time and passed this 15th day of September signed by the Mayor and Clerk and the Corporate Seal attached.

Recorded	For	Against
Graham	X	
Huntley	X	
Nachoff	X	
Edgerton	X	
Byrne	X	
Results	5	0
		Carried

19. Adjournment

R-2025-235

Moved by: Byrne

Seconded by: Edgerton

That the Regular Council Meeting of the Township of Cavan Monaghan adjourn at 2:04 p.m.

Recorded	For	Against
Byrne	X	
Nachoff	X	
Graham	X	
Huntley	X	
Edgerton	X	
Results	5	0
		Carried

Matthew Graham
Mayor

Cindy Page
Clerk

Minutes
The Township of Cavan Monaghan
Millbrook Valley Trails Advisory Committee
Monday, May 26, 2025
4:00 p.m.
Council Chambers – Hybrid Room

Those members in attendance:

Robert Jackson	Chair (joined at 4:13 p.m.)
Maureen McDonald	Vice Chair
Griffen Brown	
John Fallis	
Kirk Hillsley	
Saskia Mattern	
Gary Wall	
David D'Agostino	
Lance Nachoff	Councillor
Meredith Carter	ORCA

Staff members in attendance:

Mark Froment	Deputy Clerk
Chris Allison	Parks and Facilities Manager

1. Call to Order

Vice Chair Maureen McDonald called the meeting to order at 4:07 p.m.

2. Land Acknowledgement

Vice Chair Maureen McDonald recited the land acknowledgement.

3. Approval of the Agenda

Moved by: Fallis

Seconded by: Brown

That the agenda for the Millbrook Valley Trails Advisory Committee meeting be approved as presented.

Carried

4. Disclosure of Pecuniary Interest and the General Nature Thereof

There were no pecuniary interests noted.

5. Minutes

5.1 Minutes of the meeting held April 28, 2025

Moved by: Mattern

Seconded by: Nachoff
That the minutes for the Millbrook Valley Trails Advisory Committee meeting held April 28, 2025, be approved as presented.

Carried

6. Reports

6.1 Financial Report – Chris Allison

Chris Allison provided the Financial Report update.

6.2 ORCA Update – Meredith Carter

Meredith Carter provided an update from ORCA.

Moved by: Fallis

Seconded by: Wall

That the Millbrook Valley Trails Advisory Committee receive the ORCA Update for information.

Carried

Robert Jackson joined the meeting at 4:13 p.m.

The Committee continued discussion of Item 6.1 – Financial Report – Chris Allison

Moved by: Hillsley

Seconded by: D'Agostino

That the Millbrook Valley Trails Advisory Committee approve the additional spending of \$49.31 for the Work Day from Materials and Supplies.

Carried

Moved by: Fallis

Seconded by: Nachoff

That the Millbrook Valley Trails Advisory Committee receive the Financial Report for information.

Carried

6.3 Trail Report – Fallis/McDonald

The Trails are in good condition after the Work Day and the clean up from the ice storm is largely complete. There are some trees hanging over the trail on the Deyell Detour and Ganny Transit. Recent rain has created muddy conditions on portions of the Trails.

Moved by: Fallis

Seconded by: Wall

That the Millbrook Valley Trails Advisory Committee support exploring the building of a boardwalk on a portion of Station Trail.

Carried

Moved by: D'Agostino

Seconded by: Wall

That the Millbrook Valley Trails Advisory Committee receive the Trail Report for information.

Carried

7. General Business

7.1 Work Day Recap

The Committee reviewed the work completed on the Work Day and Chair Robert Jackson read out a communique published in the Millbrook Times.

7.2 Commemoration of Committee Members

The Committee discussed the content of a commemorative sign for founding members of the Committee and will bring back a revised version at the next meeting.

7.3 Weed Control

The Committee discussed the upcoming plans for the spraying of weeds on the Trails.

7.4 Work Plan

Dave D'Agostino left the meeting at 4:51 p.m.

Moved by: McDonald

Seconded by: Fallis

That the Millbrook Valley Trails Advisory Committee support exploring a new trail along the grounds of the former Sowden Mansion.

Carried

Moved by: Fallis

Seconded by: Mattern

That the Millbrook Valley Trails Advisory Committee approve the updates to the Work Plan.

Carried

7.5 Items for next meeting

There were no new items for the next meeting.

8. Adjournment

Moved by: Fallis

Seconded by: Wall

That the Millbrook Valley Trails Advisory Committee adjourn at 5:24 p.m.

Carried

8.1 Next meeting date is June 23, 2025 at 4:00 p.m. Trail Report by Nachoff/D'Agostino.

Robert Jackson
Chair

Mark Froment
Deputy Clerk

Minutes
The Township of Cavan Monaghan
Millbrook Valley Trails Advisory Committee
Monday, June 23, 2025
4:00 p.m.
Council Chambers – Hybrid Room

Those members in attendance:

Maureen McDonald	Vice Chair
Griffen Brown	
John Fallis	
Kirk Hillsley	
Saskia Mattern	
Gary Wall	
David D'Agostino	
Lance Nachoff	Councillor
Meredith Carter	ORCA

Those members absent:

Robert Jackson	Chair
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Staff members in attendance:

Mark Froment	Deputy Clerk
Chris Allison	Parks and Facilities Manager

1. Call to Order

Vice Chair Maureen McDonald called the meeting to order at 4:06 p.m.

2. Land Acknowledgement

Vice Chair Maureen McDonald recited the land acknowledgement.

3. Approval of the Agenda

Moved by: Fallis

Seconded by: Brown

That the agenda for the Millbrook Valley Trails Advisory Committee meeting be approved as presented.

Carried

4. Disclosure of Pecuniary Interest and the General Nature Thereof

There were no pecuniary interests noted.

5. Minutes

5.1 Minutes of the meeting held May 26, 2025

Moved by: Nachoff
Seconded by: Fallis
That the minutes for the Millbrook Valley Trails Advisory Committee meeting held May 26, 2025, be approved as presented.

Carried

6. Reports

6.1 Financial Report – Chris Allison

Chris Allison provided the Financial Report update.

Moved by: Fallis
Seconded by: Brown
That the Millbrook Valley Trails Advisory Committee receive the Financial Report for information.

Carried

6.2 ORCA Update – Meredith Carter

Meredith Carter provided an update from ORCA.

Moved by: Nachoff
Seconded by: Mattern
That the Millbrook Valley Trails Advisory Committee receive the ORCA Update for information.

Carried

6.3 Trail Report – Nachoff/D'Agostino

The Trails are generally in good condition with just a few tree limbs still needing to be cleaned up. Portions of the trails may need some clearing of overgrowth. There was a sign near the entrance of Station Trail from Tupper Street that was covered by brush.

Moved by: Fallis
Seconded by: Wall
That the Millbrook Valley Trails Advisory Committee receive the Trail Report for information.

Carried

7. General Business

7.1 Commemoration of Committee Members

Moved by: Wall
Seconded by: Nachoff
That the Millbrook Valley Trails Advisory Committee recommend that the new commemorative plaque on the new bridge contain a dedication

saying this bridge is in honour of Bob Spitz for his hard work, dedication, and love of these trails.

Carried

7.2 Work Plan

Moved by: Hillsley

Seconded by: Fallis

That the Millbrook Valley Trails Advisory Committee recommend the expansion of the Trails along the old Sowden mansion grounds; and That the Committee recommend that staff investigate the costs for acquiring the lands for the Trails expansion.

Carried

Moved by: Fallis

Seconded by: Brown

That the Millbrook Valley Trails Advisory Committee approve the updates to the Work Plan.

Carried

8. Adjournment

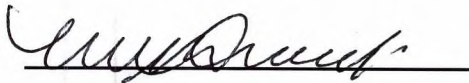
Moved by: D'Agostino

Seconded by: Fallis

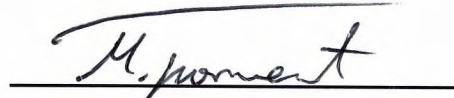
That the Millbrook Valley Trails Advisory Committee adjourn at 5:15 p.m.

Carried

8.1 Next meeting date is September 22, 2025 at 4:00 p.m. Trail Report by Wall/Jackson.



Maureen McDonald
Vice Chair



Mark Froment
Deputy Clerk

CAVAN MONAGHAN PUBLIC LIBRARY BOARD

Date: June 17th, 2025

Place: Millbrook Branch @ 7:00pm (meeting may be recorded)

Mission Statement: Empowering residents to read, learn and connect through quality resources, safe and welcoming spaces, innovative programs, and creative services.

Vision: Enriching the lives of residents through books and beyond.

PRESENT:	Matthew Graham	Council Representative
	Earl McLeod	Chair
	Tony Parks	
	Monica Schjott	
	Rob Swaffield	
	Chandra Tremblay	Vice Chair
	Denise Williams	
	Karla Buckborough	CEO/Librarian
	Erin Stewart	Branch Librarian/Secretary

REGRETS: Karen Graham

1. Earl called the meeting to order at 7:03pm.
2. Earl read the Land Acknowledgement
3. Disclosure of pecuniary interest and the general nature thereof - none
4. Agenda
Motion: 28/25 Moved by: Monica
Approve agenda as presented.
Carried.
5. Closed Session
Motion: 29/25 Moved by: Chandra
Resolution to move into closed session
Carried.
6. Open Session
Motion: 30/25 Moved by: Chandra
Reconvene from closed session.
Carried.
7. Report
Motion: 31/25 Moved by: Chandra
Receive report from closed session.
Carried.
8. Minutes
Motion: 32/25 Moved by: Monica
Approve minutes of the Library Board meeting held on May 20th, 2025.
Carried.

9. Library Activity Highlights and Statistics

a. Library Activity Highlights

Staff were recertified in first aid, CPR and AED use on May 22nd. The Millbrook Branch has received an AED from an anonymous donor, as well as the box to hold it.
Long time staff member Kimberly Lackie will be retiring after almost 20 years of service, her last day of work being July 3rd. There will be a tea party in her honour on Thursday, June 26th from 1-3pm at the Bruce Johnston Branch.

b. 2025 Statistics

Motion: 33/25 Moved by: Denise
Receive Library Activity Highlights and 2025 Statistics.
Carried.

10. 2025 Library Project Status Report

11. Marketing Committee

- a. Verbal report of meeting held on June 6, 2025. Terms of Reference for committees.

12. Human Resources

a. Verbal report of meetings

- i. May 27th with Denise - working on Terms of Reference for the HR Committee
- ii. June 3rd with Yvette and Karen - HR policies and the Township
- iii. June 6th with Chandra and Karen - HR, CEO Goals

13. Finance

- a. Budget to Actual January-May 31st, 2025 - run on June 12th
- i. Operating, Capital, Grants reports from Quickbooks Online
Karla read Karen's financial report sent via email.
- b. Audit – received today.

Motion: 34/25 Moved by: Tony
Receive Financial Reports as presented.
Carried.

14. Correspondence for action/information

- a. Memorial Tree – Karla was contacted by Emma Fernley's family to plant a memorial tree on the grounds of the Old School. Karla has been in contact with Township staff. The Board was in favour of this.

15. Business Arising/Old Business

- a. Program Evaluation – report from Karla including a Program Evaluation form and current program statistics.
- b. Calendars - quick pricing info - approximately \$25.00 each from Staples.ca and Vistaprint.ca. Bulk pricing is available based on quantities. Size is 17"x11" with coil in middle. Turnaround time is only a couple of weeks. Karla to check with DOSS regarding pricing.

16. Take-aways for Council

- a) Kimberly Lackie retirement
- b) Program metrics
- c) Ongoing work with HR – job descriptions updated

17. Next meeting: September 9th @ 7pm, unless otherwise called by the Chair

18. Adjournment – Tony adjourned at 8:50pm.

Signature: _____
Chair

Date: _____

Signature: _____
Secretary

Date: _____

Minutes
The Township of Cavan Monaghan
Municipal Revitalization and Heritage Advisory Committee Meeting
Thursday, June 19, 2025
9:00 a.m.
Council Chambers – Hybrid Room

Those members in attendance:

Nelson Edgerton	Councillor
Ashley Stewart	Chair
Nancy Davis	
Chanelle Courville	
Doug Wilson	
Deborah Luchuk	

Those members absent:

John Collver

Staff members in attendance:

Mark Froment	Deputy Clerk
Karen Ellis	Director of Planning
Brigid Ayotte	Economic Development and Communications Officer
Chris Allison	Parks and Facilities Manager
Maxim Tandon	Heritage Coordinator

1. Call to Order

Chair Ashley Stewart called the meeting to order at 9:05 a.m.

2. Land Acknowledgement

Chair Ashley Stewart recited the Land Acknowledgement.

3. Approval of the Agenda

Moved by: Courville

Seconded by: Davis

That the agenda for the Municipal Revitalization and Heritage Advisory Committee be approved as presented.

Carried

Moved by: Davis

Seconded by: Courville

That the Municipal Revitalization and Heritage Advisory Committee approve the Cultural Mapping Project Demonstration Presentation to be added to item 6.1

Carried

4. Disclosure of Pecuniary Interest and the General Nature Thereof

Chanelle Courville disclosed a pecuniary interest for item 7.2 – 10 Prince Street – Proposed Porch Repairs

5. Minutes

5.1 Minutes of the meeting held March 20, 2025

5.2 Minutes of the meeting held April 30, 2025

5.3 Minutes of the meeting held June 5, 2025

Moved by: Luchuk

Seconded by: Davis

That the minutes of the meetings held March 20, 2025, April 30, 2025, and June 5, 2025 be approved as presented.

Carried

6. Presentations

6.1 Cultural Mapping Project Demonstration (Maxim Tandon)

Moved by: Wilson

Seconded by: Luchuk

That the Municipal Revitalization and Heritage Advisory Committee receive the presentation on the Cultural Mapping Project by Maxim Tandon for information.

Carried

7. General Business

7.1 Old Millbrook School, 1 Dufferin Street – Planned Renovations (Kyle Phillips)

Moved by: Davis

Seconded by: Courville

That the Municipal Revitalization and Heritage Advisory Committee recommend the use of colonial slate tiles for any planned renovations on the roof of the Old Millbrook School.

Carried

Chanelle Courville left the meeting at 9:34 a.m.

7.2 10 Prince Street – Proposed Porch Repairs (Karen Ellis)

Moved by: Davis

Seconded by: Luchuk

That the Municipal Revitalization and Heritage Advisory Committee

approve the images of proposed porch repairs provided to Karen Ellis as an addition to item 7.2.

Carried

Moved by: Luchuk

Seconded by: Davis

That the Municipal Revitalization and Heritage Advisory Committee advise that the proposed porch repairs as outlined in correspondence from June 9, 2025 are consistent with the heritage attributes listed in By-law No. 2023-20; and

That the Committee recommend the use of the colour palette in the Detailed Streetscape and Design Guidelines for Downtown Millbrook as a reference with a preference for the colour tope.

Carried

Chanelle Courville returned to the meeting at 9:48 a.m.

7.3 Review of Proposed Draft Heritage By-laws

7.3.1 By-law No. 2025-XX 8 King Street

7.3.2 By-law No. 2025-XX 11 King Street

7.3.3 By-law No. 2025-XX 13 Anne Street

Moved by: Luchuk

Seconded by: Davis

That the Municipal Revitalization and Heritage Advisory Committee support the proposed draft Heritage By-laws as presented.

Carried

7.4 Work Plan

Moved by: Courville

Seconded by: Wilson

That the Municipal Revitalization and Heritage Advisory Committee endorse the following wording for the sign at the Ebenezer Cemetery;

In 1869, Robert and Mary Lee transferred a parcel of land in part of Lot 1, Concession 11 (Lee's Corners, Cavan) to Amberson Murphy, James Stuart and Thomas Pritchard et al Trustees of the Canada Presbyterian Church for twenty-five cents. In 1897 the property was fenced.

The building of a church and burying grounds was planned for the ½ acre parcel. There is no record of a church being built on site.

This cemetery is not connected to the former Ebenezer New Connexion Church property in Part of Lot 4, Concession 11 (Cavan).

The cemetery is marked in the current landscape by a cairn surrounded by Johnson, Saunders, Bray, Moore, Shoaler, Pethick, Huchen, Thompson and Jacobs grave markers.

Carried

Chanelle Courville left the meeting at 9:59 a.m.

Moved by: Luchuk

Seconded by: Davis

That the Municipal Revitalization and Heritage Advisory Committee support the proposal of having the stain glass window from Springville Church being displayed at the Centreville Church.

Carried

Moved by: Davis

Seconded by: Luchuk

That the Municipal Revitalization and Heritage Advisory Committee recommend that staff investigate the long-term storage options for the bricks, hitching post, and attached boards until an option for their display is decided upon; and

That preference is given to a location nearby Springville Church for any possible display of the artifacts.

Carried

Moved by: Davis

Seconded by: Wilson

That the Municipal Revitalization and Heritage Advisory Committee recommend staff investigate the costs and options for the transport, short-term storage, and the installation of the bell tower window from Springville Church inside a publicly or privately owned building; and
That staff investigate the costs for the erection of a plaque as part of the installation.

Carried

Moved by: Davis

Seconded by: Luchuk

That the Municipal Revitalization and Heritage Advisory Committee approve the updates to the Work Plan.

Carried

8. Adjournment

Moved by: Davis

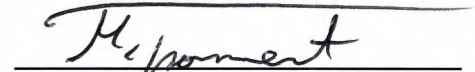
Seconded by: Wilson

That the Municipal Revitalization and Heritage Advisory Committee adjourn at 10:32 a.m.

Carried



Ashley Stewart
Chair



Mark Froment
Deputy Clerk

Minutes
The Township of Cavan Monaghan
Sustainability Advisory Committee Meeting
Thursday, June 26, 2025
1:00 p.m.
Council Chambers – Hybrid Room

Those members in attendance:

Leslie Bilcox	Chair (remotely)
Lisa Crawford	
Mike Ryan	
Michael Kohl	(remotely)
Ryan Huntley	Deputy Mayor

Those members absent:

Manny Borges
 Joanne Key
 Mary Preston
 Amanda Newell

Staff members in attendance:

Mark Froment	Deputy Clerk
Kyle Phillips	Chief Building Official/By-law Enforcement Officer

1. Call to Order

Chair Leslie Bilcox called the meeting to order at 1:13 p.m.

2. Land Acknowledgement

Chair Leslie Bilcox recited the land acknowledgement.

3. Approval of the Agenda

Moved by: Huntley

Seconded by: Crawford

That the agenda for the Sustainability Advisory Committee be approved as presented.

Recorded	For	Against
Bilcox	X	
Huntley	X	
Ryan	X	
Kohl	X	
Crawford	X	
Results	5	0

Carried

4. Disclosure of Pecuniary Interest and the General Nature Thereof

There were no pecuniary interests noted.

5. Minutes

5.1 Minutes of the meeting held January 30, 2025

Moved by: Huntley

Seconded by: Crawford

That the minutes of the Sustainability Advisory Committee meeting held January 30, 2025, be approved as presented.

Recorded	For	Against
Kohl	X	
Huntley	X	
Bilcox	X	
Crawford	X	
Ryan	X	
Results	5	0

Carried

6. Presentations

6.1 Steve Paul, Second Nature Studio - Community Driven Plastic Solutions

Moved by: Crawford

Seconded by: Huntley

That the Sustainability Advisory Committee receive for information the presentation by Steve Paul of Second Nature Studio on Community Driven Plastic Solutions.

Recorded	For	Against
Crawford	X	
Bilcox	X	
Kohl	X	
Huntley	X	
Ryan	X	
Results	5	0

Carried

7. General Business

7.1 Work Plan

Moved by: Kohl

Seconded by: Crawford

That the Sustainability Advisory Committee recommend that staff explore opportunities for communications materials to promote awareness for waste reduction month.

Recorded	For	Against
Crawford	X	
Huntley	X	
Ryan	X	
Bilcox	X	
Kohl	X	
Results	5	0

Carried

Moved by: Kohl

Seconded by: Ryan

That the Sustainability Advisory Committee approve the updates to the Work Plan.

Recorded	For	Against
Ryan	X	
Bilcox	X	
Kohl	X	
Crawford	X	
Huntley	X	
Results	5	0

Carried

8. **Adjournment**

Moved by: Kohl

Seconded by: Crawford

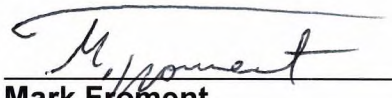
That the Sustainability Advisory Committee adjourn at 2:38 p.m.

Recorded	For	Against
Kohl	X	
Crawford	X	
Ryan	X	
Bilcox	X	
Huntley	X	
Results	5	0

Carried



Leslie Bilcox
Chair



Mark Froment
Deputy Clerk

Minutes
The Township of Cavan Monaghan
Cavan Monaghan Accessibility Advisory Committee Meeting
Thursday, August 28, 2025
1:00 p.m.
Council Chambers – Hybrid Room

Those members in attendance:

Gerry Byrne	Councillor
Paul Buck	Chair
Lucy Danford	

Those members absent:

Leslie Bilcox	Vice-Chair
Guillermo Arevalo	

Staff members in attendance:

Cindy Page	Clerk
Mark Froment	Deputy Clerk
Karen Ellis	Director of Planning
Matt Wilkinson	Planner

1. Call to Order

Chair Paul Buck called the meeting to order at 1:00 p.m.

2. Land Acknowledgement

Chair Paul Buck recited the land acknowledgement.

3. Approval of the Agenda

Moved by: Byrne

Seconded by: Danford

That the agenda for the Accessibility Advisory Committee be approved as presented.

Carried

4. Disclosure of Pecuniary Interest and the General Nature Thereof

There were no pecuniary interest process noted.

5. Closed Session

There was no Closed Session.

6. Minutes

6.1 Minutes of the meeting held July 23, 2025

Moved by: Byrne

Seconded by: Danford

That the minutes of the Accessibility Advisory Committee meeting held on July 23, 2025 be approved as presented.

Carried

7. General Business

7.1 Site Plan Review Process 101 – Karen Ellis, Director of Planning and Matt Wilkinson, Planner

Karen Ellis, Director of Planning, and Matt Wilkinson, Planner, reviewed sample Site Plans with the Committee and spoke to the process of how to interpret them. Part of the Committee's role is to review Site Plans and provide comments for Council and staff to consider.

Moved by: Byrne

Seconded by: Danford

That the Accessibility Advisory Committee receive the Site Plan Review Process 101 from Karen Ellis the Director of Planning and Matt Wilkinson the Planner for information.

Carried

8. Adjournment

Moved by: Byrne

Seconded by: Danford

That the Accessibility Advisory Committee Meeting adjourn at 1:44 p.m.

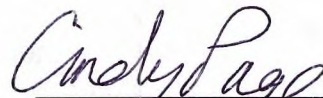
Carried

8.1 Next Meeting Date

Thursday, September 18, 2025 at 1:30 p.m.



Paul Buck
Chair



Cindy Page
Clerk



Regular Council Meeting

To:	Mayor and Council
Date:	October 6, 2025
From:	Brigid Ayotte – Economic Development & Communications Officer
Report Number:	ECD – 2025-09
Subject:	2025 Community Improvement Plan Grant Program Recipient

Recommendation:

That Council accepts the proposed 2025 Community Improvement Plan Grant Recipient 10 Prince Street as presented and \$10,000 be allocated from the Community Improvement Plan Incentives Capital Budget.

Overview:

In the 2025 Capital Budget, Council approved the Community Improvement Plan (CIP) Program with a total funding envelope of \$71,543.00 with the unspent funds from the program years. This included funds previously allocated under the 2024 CIP Program (intakes 1 and 2) for projects scheduled for completion in 2025.

The total funding available for the 2025 program recipients is approximately \$32,743.00

In 2025, Council supported moving to a rolling application process with a first come first serve format. To date, there has been one (1) application.

The application was reviewed by the CIP Implementation Committee. The chart below represents the Committee's recommendations for funding approval.

CIP Program	Property Address	Total Project Investment Costs	Amount Requested	Total Eligible	Total Recommended	Project Description
Heritage Conservation Grant	10 Prince Street	\$25,000.00	\$10,000.00	\$10,000.00	\$10,000.00	Construction costs to restore heritage features on a designated building.
	Total	\$25,000.00	\$10,000.00	\$10,000.00	\$10,000.00	

Financial Impact:

As shown in the Table 1 below, the total 2025 Funding envelope for the CIP Incentive Program was \$71,543.00. \$38,800.00 of 2024 projects are still wrapping up leaving approximately \$32,743.00 of available funds. Staff recommend that \$10,000.00 be awarded from the 2025 Community Improvement Plan Incentives budget leaving \$22,743.00 available funding for future projects.

Table 1

2025 Funding Envelope	\$ 71,543.00	
Less pre-committed 2024 projects		\$38,800.00
Remaining CIP Funds	\$32,743.00	
2025 CIP Application		\$10,000.00
2025 CIP Funds Remaining	\$22,743.00	

Linkage to the Strategic Plan:

Funds awarded under the CIP supports Strategic Priority #3 Environmental Sustainability, Objective 1: Promote the preservation and conservation of existing heritage buildings. Specifically, it supports the Action which is to utilize the CIP as a method to promote preservation.

Respectively Submitted by,

Reviewed by,

Brigid Ayotte
Economic Development & Comm. Dev. Co.

Yvette Hurley
Chief Administrative Officer



Regular Council Meeting

To:	Mayor and Council
Date:	October 6, 2025
From:	Wayne Hancock, Director of Public Works Chris Manduca, Public Works Clerk/Waste Management Coordinator
Report Number:	Public Works 2025-14
Subject:	Waste Management Update – Recycling

Recommendations:

1. That Council receive Public Works Report 2025-14 on Waste Management as information; and
2. That Council support the draft resolution regarding producer responsibility and send to the Ministry of the Environment, Conservation, and Parks (MECP).

Overview:

Waste Management within Ontario, specifically regarding recycling, has been seeing changes which affect how services are delivered within the Province. This report serves to keep Council and residents informed of the current and upcoming changes regarding recycling material from non-eligible source properties (Industrial, Commercial, and Institutional).

Background:

Staff previously reported on the provincial shift towards Producer Responsibility in Public Works Reports 2023-01 and 2023-22. These reports outlined topics such as: relevant legislation, such as Ontario Regulation 391/21: Blue Box (“the Regulation”); program status; eligible sources and designated materials; transition period timelines; what are Producer Responsibility Organizations (PROs); recycling at Township depot operations; and non-eligible sources.

The start of the transition to Producer Responsibility occurred January 1, 2024 and we are currently in the Transition Phase with full Producer Responsibility to start January 1, 2026. During this Transition Phase, the County of Peterborough opted out of curbside recycling collection. This means Circular Materials Ontario (CMO) became responsible

for providing a contractor for curbside collection of eligible sources (residential properties) during this transitional period. However, the County was able to continue servicing non-eligible sources during this time through their own agreements.

The County of Peterborough reported on the continuation of collection of non-eligible sources after the completion of the Transition Phase in their report PDPW 2025-08. They pursued a Non-binding Request for Proposal (NRFP) to continue these services both at the curb and at lower tier municipal depots. On June 25th, County Council voted to not award the NRFP and to discontinue collection of non-eligible sources after the Transition Period due to high projected costs and tax implications. The County has reached out to affected businesses to present available options to service their properties. Attachment No.1 presents a copy of their letter and FAQ sent to businesses.

In 2023, CMO reached out to the lower tier Townships to discuss continuing use of existing depots as recycling drop-off points. The Township of Cavan Monaghan reported on entering into a Depot Operations Agreement with CMO on November 6, 2023 which allowed for the continued use of our Transfer Station as a recycling drop-off point. During this contract, the co-mingling of eligible and non-eligible source material is allowed with a small payment deduction for non-eligible source material. The Agreement has worked so far during the Transition Phase and there are options to continue the contract into 2026 with change orders.

Currently, the Ministry of the Environment, Conservation and Parks (MECP) and the Producers are discussing amendments to the Regulation and to provide processes to accommodate “small IC&I” locations into the Common Collection System for a fee to the municipalities. The County’s recent report PDPW 2025-30 (Attachment No. 2) provides an overview of the proposal and its inadequacies. To summarize, the proposal would not allow many IC&I properties to participate in the amended curbside program and those deemed able to participate would be severely limited in their material setouts. Furthermore, depots would be similarly limited for collection of both eligible and non-eligible source material in the same container (blended material).

As of the writing of this report, there is no indication on what, if any, direction to PROs or changes to the Regulation are to be made by the Province.

If we continue on the current course, curbside and depot recycling for non-eligible sources within the Township will cease as of January 1, 2026 through the Common Collection System as administered by CMO. All non-eligible sources will have to make alternate arrangements to properly dispose of recyclable materials as divertible materials will still not be allowed in our garbage stream.

Staff opinion is that the MECP should include all material, independent of their source, into the Common Collection System thereby amending the Regulation. As it stands, recycling costs associated with non-eligible sources would become a burden to municipalities both through direct costs, such as taking on the collection services, and indirect costs, such as increased landfill burdens and environmental implications.

Attachment No. 3 is our draft resolution for Council's consideration to send to the MECP, Premier and MPP regarding a request to have the Regulation amended. Many other municipalities throughout Ontario have developed similar resolutions. Some of the municipalities include: the Municipality of Tweed, the Municipality of Strathroy-Caradoc, Haldimand County, the City of North Bay, the Municipality of Red Lake, the City of Markham, and the City of Kawartha Lakes.

Financial Impact:

Provincial direction on Blue Box Regulations could affect our waste management program costs in 2026 and beyond. Should the Township continue to host the Blue Box program at the Transfer Station, we could see different compensation values due to varied levels of service for non-eligible sources. We are unable to estimate these costs with the current level of information.

Staff have received a proposed change notice from CMO which removes all non-eligible source collection and would only facilitate collection of eligible sources at the Transfer Station in 2026. This change notice and options available to the Township to service non-eligible sources will be reported on at a later date.

Attachments:

Attachment No. 1 – County Letter to Businesses
Attachment No. 2 – County Report PDPW 2025-30
Attachment No. 3 – Draft Proposed Resolutions to MECP

Respectfully Submitted by,

Reviewed by,

Wayne Hancock
Director of Public Works

Yvette Hurley
Chief Administrative Officer

Chris Manduca
Public Works Clerk / Waste Management Coordinator



July 31, 2025

Termination of Industrial, Commercial, and Institutional (IC&I) Blue Box Collection- January 1, 2026

The Province of Ontario is changing how the blue box program operates. Instead of the government managing recycling, producers of blue box materials (like plastic bottles and cardboard boxes) will now be fully financially and operationally responsible for the blue box program. However, this new model only incorporates blue box material generated through residential sources and excludes blue box material generated through industrial, commercial or institutional sources (IC&I).

All municipalities in Ontario, including Peterborough County will be out of the recycling business as part of this change. Under the new regulations, the potential costs for Peterborough County to manage recycling for all IC&I properties across the County is not viable.

What this means

Peterborough County is discontinuing collection of blue box materials from IC&I properties that are not eligible for participation in the provincial program effective January 1, 2026. You are receiving this letter because your business/organization is considered a non-eligible property.

If your business/organization is currently participating in Peterborough County's blue box program you will no longer receive blue box collection as of January 1, 2026.

470 Water Street • Peterborough • Ontario • K9H 3M3

Phone: 705.743.0380 • Toll Free: 1.800.710.9586

www.ptbocounty.ca



Next steps

You will need to make alternate arrangements to properly dispose of recyclable materials, either independently, in partnership with other businesses and with or without the support of a contractor. Below is a non-comprehensive list of possible service providers. Please call the individual business to learn about their programs and pricing.

Please note that Peterborough County does not endorse or vouch for any of these service providers.

Contractor	Phone Number	Website
Emterra Group	1-905-336-9084	https://www.emterra.ca/
Waste Connections	1-844-708-7274	https://www.wasteconnectionscanada.com/
Miller Waste	1-800-465-5914	https://millerwaste.ca/
GFL Environmental	1-866-417-2797	https://gflenv.com/

We understand this may be a frustrating change. If you have any questions, there is a frequently asked questions document with this letter for your reference. If your question is not answered you can reach out at the contact information below.

Kerri Snoddy,

Manager, Waste Management & Sustainability
Peterborough County
705-743-0380 Ext 3300
ksnoddy@ptbocounty.ca

470 Water Street • Peterborough • Ontario • K9H 3M3

Phone: 705.743.0380 • Toll Free: 1.800.710.9586

www.ptbocounty.ca

Non-Eligible Sources Frequently Asked Questions

Why did I receive this letter?

The province has moved the blue box program to producer responsibility. This moves responsibility of funding and operating the blue box program to producers of packaging, paper, and similar products.

The new blue box program applies to residential and other eligible properties including schools, and non-profit long-term care and retirement homes, but excludes non-eligible sources such as businesses, places of worship, municipal buildings, daycares, commercial farms, charities, and campgrounds and trailer parks.

These types of properties will not receive blue box collection funded by the producers under the new blue box program.

The County of Peterborough currently provides curbside recycling collection for approximately 550 non-eligible source properties funded by our taxpayers. County of Peterborough will no longer be providing this service starting January 1, 2026.

Your address was identified by our collection contractor and through surveys County staff completed in 2024 as a non-eligible source location which is currently using the County's recycling program for the blue box material generated from your property.

What is a non-eligible source/ is my property a non-eligible source?

Non-eligible sources include:

- Businesses (retail, grocery, offices, food service, restaurants, gas bars, marinas)
- Places of Worship (church, synagogue, mosque, temple, community centre within a church)
- Municipal Buildings (library, community centres, arenas, municipal offices, shelters)
- Daycares (within a church, within a school, in home, stand alone)

- Charities (not-for-profit, charity events)
- Commercial farms (farm operation, barn, office)
- Campground/trailer park without seasonal residents

Further explanation:

Unless the property is some sort of residence where people live (home, seasonal home, not for-profit long-term care/retirement home), or a school it is considered non-eligible.

If the property is mixed (ex. A property that has apartments over a restaurant/business, or a commercial farm with a house on the same property) the blue box material generated from the residence is eligible and will be collected by producers but any blue box material generated from the non-eligible portion will not be eligible (not collected) by producers.

Why can't Peterborough County continue collecting recycling from all IC&I locations?

All municipalities in Ontario, including Peterborough County will be out of the recycling business as part of the transition to producer responsibility. Under the new regulations, the potential costs to Peterborough County to manage recycling for all IC&I properties across the County is not viable.

We understand that times are difficult financially for everyone right now. This change has been mandated by the province and Peterborough County must keep in mind all taxpayers.

How can I continue to recycle at my business?

Your organization will need to arrange to properly dispose of the recycling yourselves or make arrangements with a private contractor to collect the recycling. Below is a non-comprehensive list of possible service providers. Please call the individual business to learn about their programs, pricing, etc.

Please note that Peterborough County does not endorse or vouch for any of these service providers.

Contractor	Phone Number	Website
Emterra Group	1-905-336-9084	https://www.emterra.ca/
Waste Connections	1-844-708-7274	https://www.wasteconnectionscanada.com/
Miller Waste	1-800-465-5914	https://millerwaste.ca/
GFL Environmental	1-866-417-2797	https://gflenv.com/

Who can I contact to share concerns about this change?

If you would like to contact the province to advocate against this change, you can always connect with your local Member of Provincial Parliament (MPP) or the Ministry of Environment, Conservation and Parks. Peterborough County staff will continue to advocate to the province that IC&I properties should fall under the producer responsibility legislation.

What do I do with my business's blue boxes/carts?

Peterborough County will not retrieve any blue boxes/carts. You may repurpose these as you wish.

Will there be any changes to garbage collection?

No. This change will not impact your garbage collection.

Other Resources

Peterborough County's Economic Development and Tourism Division provides valuable resources and networking opportunities to grow your business. Contact ecdev@ptbocounty.ca.



Staff Report

Meeting Date: October 1, 2025
To: County Council
Report Number: PDPW 2025-30
Title: Producer Responsibility Blue Box Update
Author: Kerri Snoddy, Manager, Waste Management & Sustainability
Approved by: Sheridan Graham, CAO/Deputy Clerk/Deputy Treasurer
Recommendation: That Report PDPW 2025-30, Producer Responsibility Blue Box Update, be received.

Overview

The purpose of this report is to provide Council with an update on the producer responsibility blue box program and potential options for Townships to consider in the future.

Background and Analysis

At the County Council meeting on September 10, 2025, Council made the following resolution:

Resolution No. 153-2025

Moved by Councillor Black

Seconded by Councillor Armstrong

That staff be directed to bring a report back to council outlining details and options for townships to consider regarding non-eligible source recycling collection at township depots.

Carried

This report addresses this request.



Council Report

Since the Council meeting on June 25, 2025, when Council provided the direction not to proceed with non-eligible sources collection there have been several developments on this matter.

County staff were able to work with Circular Materials' contract administrator Reverse Logistics Group (RLG) to successfully remove over 30 of the campground and resort properties with seasonal residents that were previously considered non-eligible sources to being covered under producer responsibility as of July 1, 2025. This will save the County operational costs in 2025 and ensure these locations receive continued collection in 2026 and onward.

On July 31, 2025, letters were sent to each non-eligible source address participating in the County's program notifying them of the termination of recycling collection on January 1, 2026. Non-eligible source property owners were encouraged to advocate to the province with their concerns.

County staff have received phone calls and emails from many of these property owners since the letters were sent. Most of the property owners that contacted the County have a mixed property that has a business and a residence and wanted to know if their residential recycling would be impacted. These property owners were informed there would be no changes to their residential recycling. Staff have heard from some non-eligible source locations that they were able to successfully secure an arrangement with a contractor to continue pick up at a reasonable rate. However, others are indicating that they are experiencing a challenge where their businesses are located where service providers are less willing to service.

Some unique situations have been identified since the letters have been sent. An example of this, has been a common collection location where island residents are dropping off recycling at a Marina that the County currently services under our non-eligible sources contract. These are eligible properties that the producers are responsible



Council Report

to collect from. The County has informed RLG and Circular Materials of these properties and advocated that these locations should continue to be serviced at the Marina in 2026. However, under the legislation Circular Materials has discretion to continue service at this location or require these residents to bring their recycling to a depot location. CMO's decision on how to provide this service has not been provided to the County.

The reason why Circular Materials is going to be continuing to provide services to some recycling depots at County transfer stations and landfills in 2026 and onward is because they are legislated to provide these island residents with a drop off location. Otherwise, if all addresses in a township have curbside collection (ex. Asphodel-Norwood), the producers are not required to provide a drop off location to residents at all and therefore will likely terminate service to that depot. If all the island residents were serviced through common collection locations at Marinas etc. this would eliminate Circular Materials' requirement to offer recycling at any of the transfer stations/landfills within the County (other than in depot only townships like Trent Lakes etc.). Having recycling drop off available at transfer stations/landfills provides benefits to all residents within those townships.

In the future if additional situations come up regarding specific common collection locations, staff recommend that the representative of these locations be connected to RLG, Circular Materials, and other provincial contacts to advocate for their location being serviced. Following the Council meeting County staff will put together a contact list for Councillors to share if these situations arise.

On June 26, 2025, County staff were informed by the Ministry of Environment that they were proposing an amendment to the Resource, Recovery and Circular Economy Act which would require producers to develop a non-eligible sources program where they would allow mixing of eligible and non-eligible materials and charge interested municipalities a fee to provide this service. Ahead of the legislative amendments the



Council Report

Ministry directed Producer Responsibility Organizations (Circular Materials etc.) to develop a program and provide offers to municipalities for a small scale non-eligible sources program.

On August 15, 2025, Circular Materials held a webinar with municipalities to outline their proposed program. The program that they have developed is inadequate (details below), and aspects of the program present challenges that ultimately would prevent most non-eligible source properties from being able to participate in it. County staff have provided this feedback to the Ministry of Environment and Circular Materials. Since then, there have been no updates from the province on if/when the legislation will be amended. Circular Materials received feedback from municipalities, but they have not finalized their program, nor will they provide cost estimates to municipalities at this time. In addition to the costs being unknown, the main concerns with Circular Material's non-eligible sources program are highlighted below:

Curbside

- Program limits non-eligible source addresses to two blue boxes or one cart per week.
- Circular Materials would limit the number of allowable non-eligible source addresses being collected to be under 2% of the number of eligible addresses, leaving municipalities to pick and choose the non-eligible sources to be collected.

Depot

- Circular Materials is proposing to allow mixing of eligible and non-eligible materials at depots, but they would calculate the estimated tonnage that eligible sources would bring to the depot per month, and once that threshold was met, Circular Materials would stop providing service and the Township would be responsible to pay for and arrange pick up and recycling for all other bins filled that month.



Council Report

In late August/early September Townships started receiving change notices to extend their existing depot operations agreements with Circular Materials for their transfer stations/landfills that expire December 31, 2025. The Township of Asphodel-Norwood was notified that Circular Materials would no longer be providing service to their depot starting in 2026. County staff have heard from other townships that the proposed financial compensation was significantly reduced from their existing agreements, and that the non-eligible sources component of the agreement has been completely removed.

For Townships where Circular Materials has provided a change notice to continue servicing the depot there are a few options related to non-eligible sources:

1. Work with Circular Materials and agree to their proposed non-eligible sources program if/when it is finalized. Arrange contracts with a service provider to service the bins after the residential threshold has been met each month.
2. Try to negotiate with Circular Materials for a more advantageous arrangement for non-eligible sources such as the current arrangement being provided during the transition period.
3. Work with Circular Materials for eligible sources only and enter into an arrangement with a private contractor to collect and recycle non-eligible materials in separate bins from the eligible sources material. If desired, tipping fees could be charged to non-eligible sources using these bins to offset costs.
4. Stop accepting non-eligible sources recycling.

For Townships where Circular Materials will not be servicing their depot there are a few options regarding the continuation of service for eligible and non-eligible sources.

1. Enter into an arrangement with a private contractor to collect and recycle residential and non-eligible source recycling. This recycling could be mixed in the same bins because it would technically be outside of the producer responsibility program. If desired, tipping fees could be charged to offset costs.



Council Report

2. Contact other Producer Responsibility Organizations to determine if they would have any interest in providing this service. County staff have provided Township staff with contact information of a couple of other PROs to contact that were recommended to the County by the Resource Productivity and Recovery Authority.
3. Stop accepting recycling at the depot and direct residents to place recycling at the curb. There is no curbside limit for residential recycling on the number of blue boxes that can be set out.

All of these options come with various costs and/or other implications, many of which are still unknown at this time. County staff have been providing updates on all these developments to Township staff. They are aware of the options available and are actively working on negotiations etc. for the depot sites.

Financial Impact

N/A

Anticipated Impacts on Local and/or First Nations Communities

N/A

In consultation with:

1. Bryan Robinson, General Manager of Operations and Fleet
2. Iain Mudd, Director of Planning, Development and Public Works

Respectfully submitted,

Kerri Snoddy, Manager, Waste Management & Sustainability

Council Report

MISSION

Peterborough County is an upper tier municipal government serving residents, visitors, and eight townships to meet the needs of our community, in consultation with First Nations. The County provides paramedic services (emergency and community); public works and land use planning services as well as partnered services including public health, economic development and tourism, municipal long-term care, social and children's services, and housing support.

VISION

Working together with our townships and service delivery partners to provide high quality municipal services to our communities.





Draft Proposed Resolution to Ministry of the Environment, Conservation, and Parks

WHEREAS under Ontario Regulation 391/21: Blue Box, producers are fully accountable and financially responsible for their products and packaging once they reach their end of life and are disposed of, for 'eligible' sources only; and

WHEREAS 'ineligible' sources which producers are not responsible for including businesses, places of worship, daycares, campgrounds, public-facing and internal areas of municipal-owned buildings and not-for-profit organizations, such as shelters and food banks; and

WHEREAS should a municipality continue to provide services to the 'ineligible sources', the municipality will be required to oversee the collection, transportation, processing of the recycling, assuming 100% of the cost which amounts to yet another provincial municipal download; and

WHEREAS these costs will further burden the municipalities' finances and potentially take resources away from vital infrastructure projects;

THEREFORE BE IT RESOLVED THAT the Council of The Corporation of the Municipality of Cavan Monaghan hereby request that the Province amend Ontario Regulation 391/21: Blue Box so that producers are responsible for the end-of-life management of recycling products from all sources; and

FURTHER RESOLVED THAT this resolution be forwarded to the Honourable Doug Ford, Premier of Ontario; Todd McCarthy, Minister of the Environment, Conservation, and Parks; Mike Harris, Minister of Natural Resources; and Laurie Scott, Member of Provincial Parliament for Haliburton-Kawartha Lakes-Brock.

988 County Rd 10
Millbrook, Ontario L0A 1G0

www.cavanmonaghan.net

Phone: 705-932-2929
Fax: 705-932-3458



Regular Council Meeting

To:	Mayor and Council
Date:	October 6, 2025
From:	Wayne Hancock, Director of Public Works Drew Hutchison, Public Works Engineering Technologist
Report Number:	Public Works 2025-15
Subject:	Tapley Quarter Line Unopened Road Allowance

Recommendations:

1. That Council declare the Unopened Road Allowance Concession 3, Pt Lot 6 and 7 be declared surplus as per our Disposition of Land By-law No. 2016-07; and
2. That Council direct staff to have this Unopened Road Allowance appraised for the sale of land.

Overview:

At the June 3, 2024 Regular Council meeting, Council received a letter (Attachment No. 2) requesting to purchase the Unopened Road Allowance Concession 3, Pt Lot 6 and 7 from Gary Thomson. Council directed staff to review the request from Gary Thomson to purchase the Unopened Road Allowance Concession 3, Pt Lot 6 and 7 and report back to Council.

The Unopened Road Allowance referred to in the letter sent to Council by Gary Thomson is the extension of the Tapley ¼ Line Road Allowance between Zion Line and Fire Route 3 (Attachment No. 3). The Unopened Road Allowance is 20 metres (66 feet) in width and divides the property owned by Mr. Thomson. The property is within the Oak Ridges Moraine, and includes designations of Natural Core, Natural Linkage and wetlands protected by the Otonabee Region Conservation Authority (Attachment No. 4). Additionally, the unopened road allowance has significant terrain limiting the future uses for the Municipality.

During the September 7, 2004 Regular Council Meeting, the Council at the time passed By-law Number 2004-48 (Attachment No. 5) being a by-law to stop up, to close, and sell to the abutting owners or their respective nominees those lands and premises more particularly described in Schedule "A" annexed hereto (part of Tapley ¼ Line South of County Road 21). This by-law was in conjunction to the requirements to obtain a 30

metre buffer on strip along the east side of the former Millbrook Landfill site, Lot 6, Concession 4. The unopened road allowance of Tapley ¼ Line between County Road 21 and Zion Line was sold to the property owners at the time in exchange for the required Buffer Land.

Senior staff have reviewed this road allowance and cannot see any future uses for this Unopened Road Allowance. Staff are therefore recommending to Council that the Unopened Road Allowance Concession 3, Pt Lot 6 and 7 be declared surplus in accordance with our Disposition of Land No. By-law 2016-07.

It is the further recommendation of staff to have the Unopened Road Allowance Concession 3, Pt Lot 6 and 7 appraised and sold to Mr. Thomson.

Financial Impact:

All costs of appraisal, any reference plans legal costs including transfer deeds are to be borne by the purchaser.

Attachment:

Attachment No. 1 – Property Index Map
Attachment No. 2 – Letter from Gary Thomson
Attachment No. 3 – Unopened Road Allowance Map
Attachment No. 4 – Map of Land Designations
Attachment No. 5 – By-law No. 2004-48

Respectfully Submitted by,

Reviewed by,

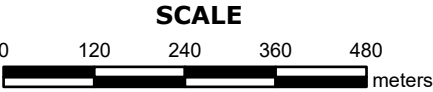
Wayne Hancock,
Director of Public Works

Yvette Hurley
Chief Administrative Officer

Drew Hutchison,
Public Works Engineering Technologist



PRINTED ON 25 AUG, 2025 AT 15:35:47
FOR LOUISE01



PROPERTY INDEX MAP
PETERBOROUGH(No. 45)

LEGEND

FREEHOLD PROPERTY	
LEASEHOLD PROPERTY	
LIMITED INTEREST PROPERTY	
CONDOMINIUM PROPERTY	
RETIRED PIN (MAP UPDATE PENDING)	
PROPERTY NUMBER	0449
BLOCK NUMBER	08050
GEOGRAPHIC FABRIC	
EASEMENT	

THIS IS NOT A PLAN OF SURVEY

NOTES

REVIEW THE TITLE RECORDS FOR COMPLETE
PROPERTY INFORMATION AS THIS MAP MAY
NOT REFLECT RECENT REGISTRATIONS

THIS MAP WAS COMPILED FROM PLANS AND
DOCUMENTS RECORDED IN THE LAND
REGISTRATION SYSTEM AND HAS BEEN PREPARED
FOR PROPERTY INDEXING PURPOSES ONLY

FOR DIMENSIONS OF PROPERTIES BOUNDARIES SEE
RECORDED PLANS AND DOCUMENTS

ONLY MAJOR EASEMENTS ARE SHOWN

REFERENCE PLANS UNDERLYING MORE RECENT
REFERENCE PLANS ARE NOT ILLUSTRATED



Road Allowance Consideration

475 Zion Line

Millbrook, ON
LOA 1G0

May 21, 2024

Mayor Graham and Council,

My name is Gary Thomson and I live on Zion Line with my wife and our two children aged 14 and 11. I am writing you out of interest in purchasing the road allowance that runs between parcels of land.

August 2022 we moved to a 100 acre parcel on Zion Line. Our home, 475 Zion Line is situated as two fifty acre parcels divided by a seven acre road allowance running between. The frontage is Zion line and the back of the property is bordered by Fire Route 3; south of that is the Ganaraska Forest. Upon request from the previous owner prior to sale, Millbrook Township determined that the two fifty acre parcels cannot be severed, even while being separated by the allowance. The property contains wetlands in the southern portion leading to the Ganaraska which I believe makes it doubtful for future development. The area may also be partially protected environmentally.

As I continue developing our growing farm, a main reason for wanting to purchase the road allowance is to ensure access to our pastures and that access is not interrupted by the current road allowance. There is pasture (which used to be cattle pasture with a barn and well) on both the east and west parcels. Because of the steep grade to the east parcel it can not be accessed by tractor without crossing the allowance from the west parcel. This causes concern if the allowance was developed in any way, fenced, gated or trailed.

I look forward to your response as you consider this request.

Gary Thomson

**Minutes
The Township of Cavan Monaghan
Regular Council Meeting**

**Monday, June 3, 2024
1:00 p.m.
Council Chambers**

Those members in attendance were:

Council

Matthew Graham
Ryan Huntley
Nelson Edgerton
Gerry Byrne
Lance Nachoff

Mayor
Deputy Mayor
Councillor
Councillor
Councillor

Staff

Yvette Hurley
Cindy Page
Karlie Hartman
Mark Froment
Wayne Hancock
Karen Ellis
Kyle Phillips

Kimberley Pope

CAO
Clerk
Deputy Clerk
Acting Deputy Clerk
Director of Public Works
Director of Planning
Chief Building Official/By-law Enforcement
Officer
Director of Finance/Treasurer

1. Call to Order

Mayor Graham called the meeting to order at 1:00 p.m.

2. Land Acknowledgement

Mayor Graham recited the land acknowledgement.

3. Approval of the Agenda

R-2024-148

Moved by: Byrne

Seconded by: Nachoff

That the agenda for the Regular Council Meeting be approved as presented.
Carried

4. Disclosure of Pecuniary Interest and the General Nature Thereof

There were no pecuniary interests noted.

10. Correspondence for Information

There was no Correspondence for Information.

11. Correspondence for Action

11.1 Gary Thomson - Letter of request to purchase the Unopened Road Allowance Concession 3, Pt Lot 6 and 7

R-2024-156

Moved by: Graham

Seconded by: Byrne

That Council direct staff to review the request from Gary Thomson to purchase the Unopened Road Allowance Concession 3, Pt Lot 6 and 7 and report back to Council.

Carried

12. By-laws

12.1 By-law No. 2024-33 being a by-law to provide for the administration and enforcement of the Building Code Act, 1992 within the Township of Cavan Monaghan

12.2 By-law No. 2024-34 being a by-law to provide for the adoption of the levy and to provide for the adoption of tax rates and to further provide for penalty and interest in default of payment thereof for 2024

12.3 By-law No. 2024-35 being a by-law to provide for the adoption of special services levy

12.4 By-law No. 2024-36 being a by-law to provide for the levy and collection of special charges for the year 2024 in respect of the Business Improvement Area

R-2024-157

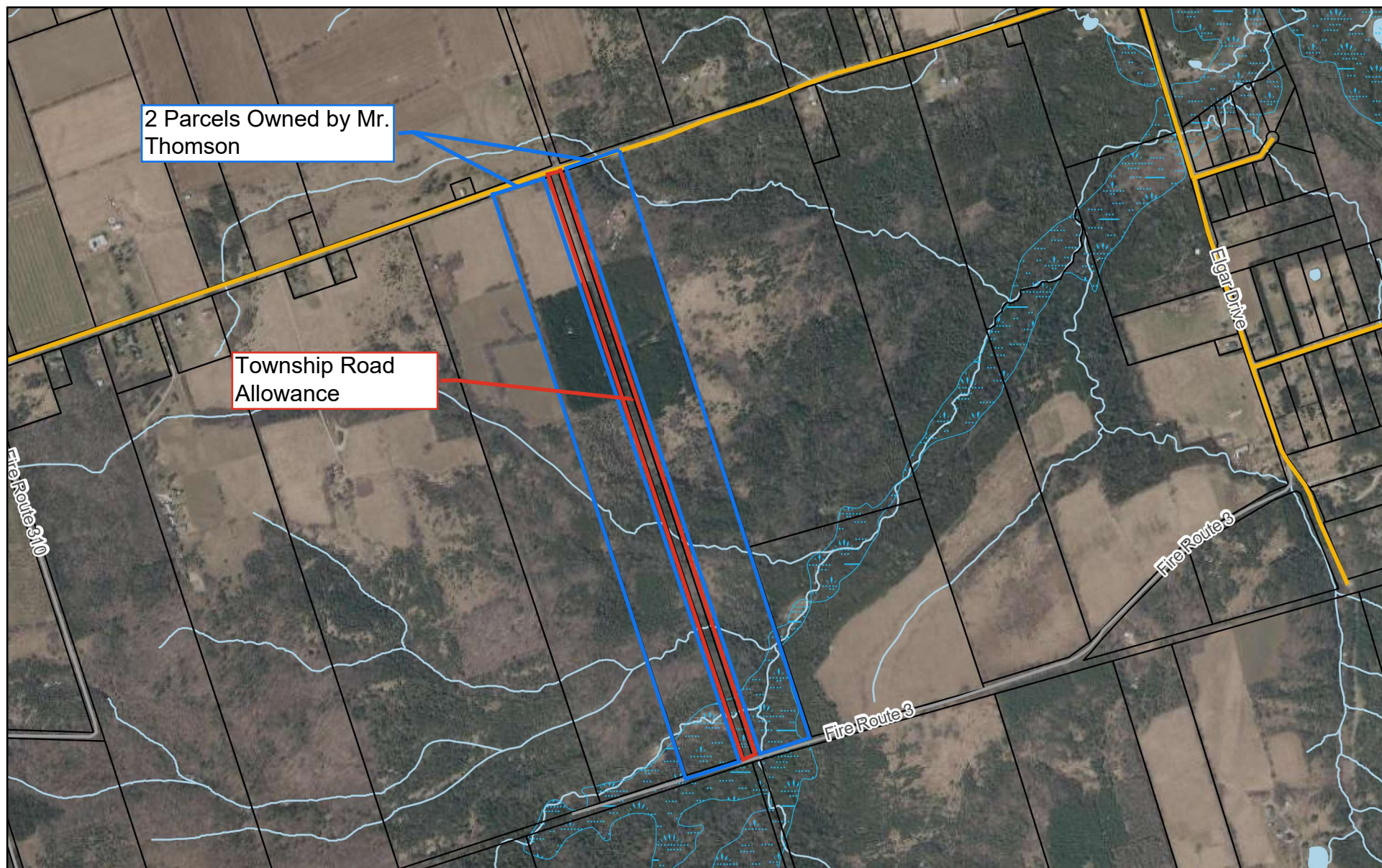
Moved by: Edgerton

Seconded by: Nachoff

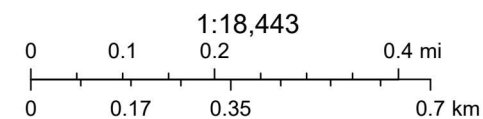
That By-law No. 2024-33 being a by-law to provide for the administration and enforcement of the Building Code Act, 1992 within the Township of Cavan Monaghan and By-law No. 2024-34 being a by-law to provide for the adoption of the levy and to provide for the adoption of tax rates and to further provide for penalty and interest in default of payment thereof for 2024 and By-law No. 2024-35 being a by-law to provide for the adoption of special services levy and By-law No. 2024-36 being a by-law to provide for the levy and collection of special charges for the year 2024 in respect of the Business Improvement Area be read a first, second and third time and passed this 3rd day of June signed by the Mayor and Clerk and the Corporate Seal attached.

Carried

County of Peterborough Map



2025-08-18, 4:20:43 p.m.



County of Peterborough Map



2025-09-26, 10:01:21 a.m.

Roads

Township Road

Private Road

Wetland

Non-Evaluated

ORCA Regulated Area

Cavan Monaghan Zoning

Oak Ridges Moraine

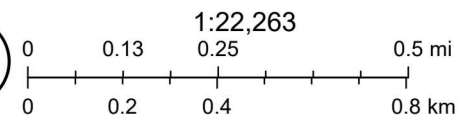
ORM EPR

Municipal Boundary - Single Tier

Peterborough County Boundary

Waterbody

5m Contours



**CORPORATION OF THE TOWNSHIP OF CAVAN-MILLBROOK-
NORTH MONAGHAN**

BY-LAW NUMBER 2004-48

BEING A BY-LAW TO STOP UP, TO CLOSE AND SELL TO THE ABUTTING LAND OWNERS OR THEIR RESPECTIVE NOMINEES THOSE LANDS AND PREMISES MORE PARTICULARLY DESCRIBED IN SCHEDULE "A" ANNEXED HERETO (part of Tapley ¼ Line South of County Road #21)

WHEREAS it is deemed expedient in the interests of The Corporation of the Township of Cavan-Millbrook-North Monaghan, hereinafter called the Corporation, that those lands and premises more particularly described in Schedule "A" attached hereto be closed and stopped up, and the lands sold to the adjoining land owners or their respective nominees.

AND WHEREAS notice of the intention of Council to pass this by-law has been published once a week for four successive weeks in the Peterborough Examiner, a newspaper circulated in the County of Peterborough.

AND WHEREAS notice of this has been posted up for at least one month in six of the most public places in the immediate neighbourhood of those lands and premises more particularly described in Schedule "A" annexed.

AND WHEREAS the Council for the said Corporation has heard in person or by his counsel, solicitor, or agent, all persons claiming that their land will be prejudicially affected by this by-law and who applied to be heard.

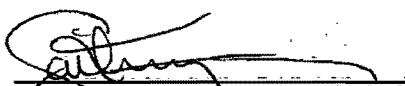
AND WHEREAS no person will be deprived of the means of ingress and egress to and from his lands or place of residence.

NOW THEREFORE the Council of The Corporation of the Township of Cavan-Millbrook-North Monaghan enacts as follows:

- 1) That upon and after the passing of this by-law all those lands and premises more particularly described in Schedule "A" annexed hereto be and the same are hereby stopped up and closed.**
- 2) All those lands and premises more particularly described in Schedule "A" annexed hereto and stopped up and closed shall be sold to the adjoining or abutting owner or owners or any of them or their respective nominees.**
- 3) That the Reeve and Clerk of The Corporation of the Township of Cavan-Millbrook-North Monaghan are hereby authorized to sign and execute such deeds or other instruments as may be necessary to effect a conveyance or conveyances of those lands and premises more particularly described in Schedule "A" annexed and which have been stopped up and closed.**

Read a first, second and third time and finally passed in Open Council this 7th day of September, 2004.


Reeve Neal Cathcart


Clerk Gail Empey



Howell, Fleming LLP
415 Water Street
P.O. Box 148
Peterborough, ON
K9J 6Y5

(705) 745-1361
(705) 745-6220 (fax)
www.howellfleming.com

- Civil Litigation
- Criminal Law
- Real Estate
- Corporate & Commercial
- Alternative Dispute Resolution (ADR)
- Employment Law
- Wills & Estates
- Municipal Law
- Family Law

PLEASE REFER REPLY TO: ROBERT E. PAKENHAM

May 8, 2006

The Corporation of the Township
of Cavan-Millbrook-North Monaghan
P.O. Box 2500, 988 County Road 10
MILLBROOK ON L0A 1G0

Attention: Gail Empey, Clerk

Dear Madam:

Re: Robert and Barbara Coulter

The fiscal year end for our firm is April 30th. In summarizing the year end for our accountants, our in office bookkeeping staff noted that we had not sent our final account to you with respect to the Coulter acquisition and the related road allowance closing.

For the completion of your file, we are enclosing the following documents:

1. Deed from Robert Alfred Coulter and Barbara Ann Coulter in favour of the Corporation of the Township of Cavan-Millbrook-North Monaghan for part of Lot 6, Concession 4, Geographic Township of Cavan, designated as Part 1 on Plan 45R-13005. This deed was registered on January 6th, 2006 as instrument number 724495. This is the deed for the buffer strip of land which was required adjacent to the closed landfill site. You may need to pass on this deed to the Township Consultant so that the Consultant can show the Ministry of the Environment that the Township does now have title to the buffer strip.

Garry G. Rishor, Q.C.

Robert E. Pakenham, B.A., LL.B.

John D. Nichols, B.A., LL.B.

M. John Ewart, B.A., M.A., LL.B.

J.C. Edgar Wood, B.A., LL.B.

David O'Neill, B.A., LL.B.

C. Ian Keay, B.A., LL.B.

Alexander Fleming, Q.C., Retired

Donald D. White, B.A., LL.B.

Russell W. Palin, B.A., LL.B.

L. Jane Rutherford, B.A., LL.B.

Paula F. Armstrong, LL.B.

Casey O. Watson, B.A., LL.B.

John G. McCarney, Q.C., Retired

W. Donald Bark, Q.C., Retired

2. The Coulter property, when we conducted our search of title, revealed that there was an old mortgage outstanding against Audrey Martin which was registered on October 15th, 1993 securing the nominal sum of \$12,000.00.

The mortgage has clearly long since been retired. We prepared a discharge of the mortgage and asked Mr. and Mrs. Coulter to arrange to have it signed by Mrs. Martin so that we might register same and clear up this technical element. In fact, we have been holding the final report on this file so that we could include the Martin discharge as part of the enclosures in this report to you.

The writer spoke to Mrs. Coulter on the telephone once again a few days ago. She thought that the discharge had been sent by Mrs. Martin to us for registration. We have never seen the document. We are providing Mrs. Coulter with yet another copy of the discharge so that she can take it to Mrs. Martin and have same signed.

If for some reason Mrs. Martin is simply being obstreperous and refuses to sign the discharge, Mr. and Mrs. Coulter will provide us with an affidavit confirming that the mortgage has long since been paid out and if necessary we will obtain a Court Order discharging same.

3. Our search of title also revealed that there was a mortgage on the Coulter property in favour of National Bank of Canada registered November 26th, 1999 as instrument number 669204. Mr. and Mrs. Coulter confirmed that this was an outstanding mortgage. We obtained a partial discharge of said mortgage with respect to the lands being transferred to the Township. The partial discharge was registered on January 6th, 2006 as instrument number 724496.
4. Our search of title also revealed another mortgage outstanding in favour of National Bank of Canada registered March 8th, 2002 as instrument number 686364. Once again, National Bank agreed to provide a partial discharge of this mortgage with respect to the land being conveyed to the Township. The partial discharge was registered on January 6th, 2006 as instrument number 724497.
5. You will recall that we had previously stopped up and closed the road allowance adjacent to the Coulter property. The arrangement between the Township and the Coulters provided for the Coulters to deed Part 1 on Plan 45R-13005 to the Township and that the Township would in turn stop up and close the road allowance and deed it to Mr. and Mrs. Coulter. However, the Township was of the view that several property owners in the area ought to have a right-of-way over the stopped up and closed road allowance. Accordingly, the next registration was a grant of right-of-way in favour of Ross Wilbert Wood over the stopped up road allowance being Part 2 on Plan 45R-13005. The grant of right-of-way was registered on January 6th, 2006 as instrument number 724498.
6. Similarly, it was determined that Stephen Rodger Steinbeck also required a right-of-way over Part 2 on Plan 45R-13005. His right-of-way was registered on January 6th, 2006 as instrument number 724499.
7. Finally, it was also determined that Kelvin Norman Perry should have a right-of-way over the

HOWELL, FLEMING LLP

- 3 -

road allowance. His right-of-way was registered n January 6th, 2006 as instrument number 724500.

8. Finally, the deed to the stopped up and closed road allowance being Part 2 on Plan 45R-13005 was deeded to Robert and Barbara Coulter subject to the aforesaid rights-of-ways. The latter deed was registered on January 6th, 2006 as instrument number 724501. You will note that this latter transfer also reserved unto the Township a right-of-way over Part 2 on Plan 45R-13005 so that municipal vehicles will have the right to traverse the stopped up and closed road allowance if required to do so for Township purposes.

When the writer last appeared before Township Council to obtain final instructions with respect to this matter in April 2005, Mr. and Mrs. Coulter had requested that a sign be erected at Township expense at both the north and south ends of the stopped up and closed road allowance to inform the public at large that it was now a private lane. The Township Council agreed to do so. The Township made no commitment to repair and replace the sign should it be taken down or destroyed by trespassers in the future. However, the Township did commit to Mr. and Mrs. Coulter that it would put up a sign at each end of the closed road allowance. Accordingly, if the Director of Public Works has not yet erected the sign, would you ask him to proceed to do so as soon as possible.

We are submitting at this time what we hope will be our final account with respect to this file. We anticipate receiving the discharge of the Audrey Martin mortgage shortly and at that time will incur a modest disbursement for the registration of same.

In the event that Mrs. Martin is obstreperous and refuses to sign the discharge, then there may be some additional expense involved should we need to take out a court application to obtain a court ordered discharge.

If you have any further questions, please feel free to contact us.

Yours very truly,



ROBERT E. PAKENHAM
REP/aparker

Enclosures



FOR OFFICE USE ONLY

724495

CERTIFICATE OF REGISTRATION

JAN 06 2006 2:46

AmBuxand
LAND REGISTRAR
PETERBOROUGH NO. 45

New Property Identifiers

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐

(1) Registry ☒

Land Titles ☐

(2) Page 1 of 2 pages

(3) Property
Identifier(s)

Block

Property

Additional:
See
Schedule ☐

(4) Consideration
Two

00/100 Dollars \$2.00

(5) Description

This is a: Property
Division ☒

Property
Consolidation ☐

Part of Lot 6, Concession 4, in the Township of Cavan-Millbrook-North Monaghan, in the geographic Township of Cavan, County of Peterborough, designated as Part 1 on Plan 45R-13005

(6) This
Document
Contains

(a) Redescription
New Easement
Plan/Sketch ☐

(b) Schedule for:

Description ☐

Additional
Parties ☐

Other ☐

(7) Interest/Estate Transferred
Fee Simple

(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that We are spouses of one another.

Name(s)

COULTER, Robert Alfred

COULTER, Barbara Ann

Signature(s)

Robert Coulter
Barbara Coulter

Date of Signature
Y M D

2005 03 29

2005 03 29

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction.
Name(s)

Signature(s)

Date of Signature
Y M D

(10) Transferor(s) Address 459 County Road 21, P.O. Box 73, MILLBROOK ON L0A 1G0
for Service

(11) Transferee(s)

THE CORPORATION OF THE TOWNSHIP OF
CAVAN-MILLBROOK-NORTH MONAGHAN

Date of Birth
Y M D

(12) Transferee(s) Address P.O. Box 2500, MILLBROOK ON L0A 1G0
for Service

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act.

Date of Signature
Y M D

Date of Signature
Y M D

Signature

Signature

Solicitor for Transferor(s) I have explained the effect of section 50 of the Planning Act to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.

Name and
Address of
Solicitor

Date of Signature
Y M D

Signature

Planning Act — OPTIONAL

(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 50(22)(c)(ii) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Name and
Address of
Solicitor

Date of Signature
Y M D

Signature

(15) Assessment Roll Number
of Property

Cty. Mun. Map Sub. Par.

Not separately assessed

(16) Municipal Address of Property

NOT ASSIGNED.

(17) Document Prepared by:

ROBERT E. PAKENHAM
HOWELL, FLEMING LLP
415 Water Street, Post Office Box 148
Peterborough, Ontario
K9J 6Y5
REP/aparker

Fees and Tax

Registration Fee

60.00

Land Transfer Tax

NT

Total

62



Ministry of Finance

Motor Fuels and
Tobacco Tax Branch
PO Box 625
33 King Street West
Oshawa ON L1H 8H9

Property Identifier(s) No.

Land Transfer Tax Affidavit
Land Transfer Tax Act

Refer to instructions on reverse side.

In the Matter of the Conveyance of (insert brief description of land) Part of Lot 6, Concession 4, geographic Township of Cavan,
Township of Cavan-Millbrook-North Monaghan, County of Peterborough, designated as Part 1 on Plan
45R-13005

BY (print names of all transferors in full) Robert Alfred Coulter and Barbara Ann Coulter

TO (print names of all transferees in full) The Corporation of the Township of Cavan-Millbrook-North Monaghan
/ Robert E. Pakenham

have personal knowledge of the facts herein deposed to and Make Oath and Say that:

1. I am (place a clear mark within the square opposite the following paragraph(s) that describe(s) the capacity of the deponents):

- ☐ (a) the transferee named in the above-described conveyance;
- ☒ (b) the authorized agent or solicitor acting in this transaction for the transferee(s);
- ☐ (c) the President, Vice-President, Secretary, Treasurer, Director or Manager authorized to act for _____ (the transferee(s));
- ☐ (d) a transferee and am making this affidavit on my own behalf and on behalf of (insert name of spouse or same-sex partner) _____ who is my spouse or same-sex partner.
- ☐ (e) the transferor or an officer authorized to act on behalf of the transferor company and ☐ I am tendering this document for registration and ☐ no tax is payable on registration of this document.

2. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

- | | | | | |
|--|----|-------------|--|-------------|
| (a) Monies paid or to be paid in cash | \$ | <u>2.00</u> | All blanks
must be filled in.
Insert "Nil"
where
applicable. | |
| (b) Mortgages (i) Assumed (principal and interest) | \$ | <u>Nil</u> | | |
| (ii) Given back to vendor | \$ | <u>Nil</u> | | |
| (c) Property transferred in exchange (detail below in paragraph 5) | \$ | <u>Nil</u> | | |
| (d) Other consideration subject to tax (detail below) | \$ | <u>Nil</u> | | |
| (e) Fair market value of the lands (see Instruction 2) | \$ | <u>Nil</u> | | |
| (f) Value of land, building, fixtures and goodwill
subject to Land Transfer Tax (Total of (a) to (e)) | \$ | <u>2.00</u> | \$ | <u>2.00</u> |
| (g) Value of all chattels – items of tangible personal
property which are taxable under the provisions
of the Retail Sales Tax Act | \$ | | \$ | <u>Nil</u> |
| (h) Other consideration for transaction not included in (f) or (g) above | \$ | | \$ | <u>Nil</u> |
| (i) Total Consideration | \$ | | \$ | <u>2.00</u> |

3. To be completed where the value of the consideration for the conveyance exceeds \$400,000.00

I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land conveyed in the above-described conveyance:

- ☐ does not contain a single family residence or contains more than two single family residences;
- ☐ contains at least one and not more than two single family residences; or
- ☐ contains at least one and not more than two single family residences and the lands are used for other than just residential purposes. The transferee has accordingly apportioned the value of consideration on the basis that the consideration for the single family residence is \$ _____ and the remainder of the lands are used for _____ purposes.

Note: Subsection 2(1)(b) imposes an additional tax at the rate of one-half of one percent upon the value of consideration in excess of \$400,000.00 where the conveyance contains at least one and not more than two single family residences and 2(2) allows an apportionment of the consideration where the lands are used for other than just residential purposes.

4. If the consideration is nominal, is the land subject to any encumbrance? ☐ Yes ☒ No

5. Other remarks and explanations, if necessary. Conveyance of buffer strip adjacent to closed landfill site to municipality.
No consideration passing directly or indirectly.

Sworn/affirmed before me in the City of Peterborough, in the
County of Peterborough,

this 29th day of March, 2005

A Commissioner for taking Affidavits, etc.

Robert E. Pakenham

Signature(s)

Property Information Record

A. Describe nature of instrument: Transfer/Deed of Land

B. (i) Address of property being conveyed (if available) Not separately assessed

(ii) Assessment Roll No. (if available) _____

C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed
Cavan-Millbrook-North Monaghan, Municipal Offices, 459 County Road
21, Box 73, Millbrook ON L0A 1G0

D. (i) Registration number for last conveyance of property being conveyed (if available) _____

(ii) Legal description of property conveyed: Same as in D.(i) above. ☐ Yes ☐ No ☐ Not Known

E. Name(s) and address(es) of each transferee's solicitor:

HOWELL, FLEMING LLP, 415 Water Street, Post Office Box 148, Peterborough, Ontario K9J 6Y5

School Support (Voluntary Election) (See reverse for explanation)

- (a) Are all individual transferees Roman Catholic? ☐ Yes ☐ No
- (b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters? ☐ Yes ☐ No
- (c) Do all individual transferees have French Language Education Rights? ☐ Yes ☐ No
- (d) If Yes, do all individual transferees wish to support the French Language School Board (where established)? ☐ Yes ☐ No

Note: As to (c) and (d) the land being transferred will receive French Public School Board Election unless otherwise directed in (a) and (b).

Discharge of Charge/Mortgage

Form 3 — Land Registration Reform Act

C

FOR OFFICE USE ONLY 724496 CERTIFICATE OF REGISTRATION JAN 06 2006 2:46 <i>Am Richard</i> LAND REGISTRAR PETERBOROUGH NO. 45 New Property Identifiers Additional: See Schedule ☐	(1) Registry ☒ Land Titles ☐	(2) Page 1 of 1 pages
	(3) Property Identifier(s) Block Property Additional: See Schedule ☐	
	(4) Description Part of Lot 6, Concession 4 geographic Township of Cavan, now in the Township of Cavan-Millbrook-North Monaghan County of Peterborough, Province of Ontario Designated as Part 1 on Plan 45R-13005	

(5) Charge to be Discharged Registration Number: 669204 Date of Registration: Y 1999 M 11 D 26	(6) This is a Complete Discharge ☐ Partial Discharge ☒ Final Partial Discharge ☐
---	--

(7) Description (cont'd.), Recitals, Assignments

This partial discharge of mortgage does not contravene Sec. 50 of The Planning Act.

Continued on Schedule ☐

(8) Chargee(s) I am the person entitled by law to grant the discharge and this charge is hereby discharged as to the land described herein.

Name(s) NATIONAL BANK OF CANADA	Signature(s) Per: <i>Mamers</i> <i>J. Anne Mamers</i> <i>FSM</i>	Date of Signature Y M D 2005 03 18
---	--	--

I have authority to bind the Bank

Additional:
See Schedule ☐

(9) Chargee(s) Address for Service 421 George Street North, P.O. Box 1147 Peterborough, Ontario K9J 7H4	(10) Document Prepared by: Robert E. Pakenham HOWELL, FLEMING LLP 415 Water Street, Post Office Box 148 Peterborough, Ontario K9J 6Y5 REP:smd	FOR OFFICE USE ONLY <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2">Fees</th> </tr> <tr> <td style="width:50%;">Registration Fee</td> <td style="width:50%; text-align: right;">60.00</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>Total</td> <td> </td> </tr> </table>	Fees		Registration Fee	60.00					Total	
Fees												
Registration Fee	60.00											
Total												

724497 CERTIFICATE OF REGISTRATION JAN 06 2006 2:46 <i>AmBustard</i> LAND REGISTRAR PETERBOROUGH NO. 45 New Property Identifiers Additional: See Schedule ☐	(1) Registry ☒ Land Titles ☐	(2) Page 1 of 1 pages
	(3) Property Identifier(s) Block Property Additional: See Schedule ☐	
	(4) Description Part of Lot 6, Concession 4 geographic Township of Cavan, now in the Township of Cavan-Millbrook-North Monaghan County of Peterborough, Province of Ontario Designated as Part 1 on Plan 45R-13005	

(5) Charge to be Discharged Registration Number: 686364 Date of Registration: 2002 03 08	(6) This is a Complete Discharge ☐ Partial Discharge ☒ Final Partial Discharge ☐
---	--

(7) Description (cont'd.), Recitals, Assignments

This partial discharge of mortgage does not contravene
sec 50 of The Planning Act.

Continued on Schedule ☐

(8) Chargee(s) I am the person entitled by law to grant the discharge and this charge is hereby discharged as to the land described herein.

Name(s)	Signature(s)	Date of Signature
NATIONAL BANK OF CANADA	Per: <i>Jo-Anne Marners</i> FSM	2005 03 18

I have authority to bind the Bank

Additional:
See Schedule ☐

(9) Chargee(s) Address for Service 421 George Street North, P.O. Box 1147 Peterborough, Ontario K9J 7H4	(10) Document Prepared by: Robert E. Pakenham HOWELL, FLEMING LLP 415 Water Street, Post Office Box 148 Peterborough, Ontario K9J 6Y5 REP:smd	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2">Fees</th> </tr> <tr> <td style="width:50%;">Registration Fee</td> <td style="width:50%; text-align: right;">60.00</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>Total</td> <td> </td> </tr> </table>	Fees		Registration Fee	60.00					Total	
Fees												
Registration Fee	60.00											
Total												



Transfer/Deed of Land

Form 1 — Land Registration Reform Act

A

FOR OFFICE USE ONLY

New Property Identifiers

Executions

724498

CERTIFICATE OF REGISTRATION

JAN 06 2006 2:46

Amberland
LAND REGISTRAR
PETERBOROUGH NO. 45

Additional:
See
Schedule ☐

Additional:
See
Schedule ☐

(1) Registry ☒

Land Titles ☐

(2) Page 1 of 3 pages

(3) Property Identifier(s)

Block

Property

Additional:
See
Schedule ☐

(4) Consideration

Two

00/100 Dollars \$2.00

(5) Description

This is a: Property Division ☐

Property Consolidation ☐

In the Township of Cavan-Millbrook-North Monaghan, (in the geographic Township of Cavan), in the County of Peterborough, Province of Ontario, and being composed of part of the road allowance between Lots 6 and 7, Concession 4, designated as Part 2 on Plan 45R-13005.

This description is that of an unopened road allowance for road which was closed by By-law No. 2004-48 of the Corporation of the Township of Cavan-Millbrook-North Monaghan, which by-law was registered on February 22, 2005 in the Registry Office at Peterborough (No. 45) as instrument number 715028.

(6) This Document Contains

(a) Redescription
New Easement
Plan/Sketch ☐

(b) Schedule for:

Description ☐

Additional Parties ☐

Other ☒

(7) Interest/Estate Transferred

~~Fee Simple~~

RIGHT-OF-WAY

(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that

Name(s)
THE CORPORATION OF THE TOWNSHIP OF
CAVAN-MILLBROOK-NORTH MONAGHAN

Signature(s)

Per:
Reeve - Neal Cathcart

Date of Signature
Y M D

2005 03 09

Per:
Clerk - Gail Empey

2005 03 09

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction.
Name(s)

Signature(s)

Date of Signature
Y M D

(10) Transferor(s) Address for Service Municipal Offices, P.O. Box 2500, MILLBROOK ON L0A 1G0

(11) Transferee(s)

WOOD, Ross Wilbert

Date of Birth
Y M D

(12) Transferee(s) Address for Service 59 Ephgrave Road, PETERBOROUGH ON K9J 4G1

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act.

Date of Signature
Y M D

Date of Signature
Y M D

Signature

Signature

Solicitor for Transferor(s) I have explained the effect of section 50 of the Planning Act to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.

Name and
Address of
Solicitor

Date of Signature
Y M D

Signature

(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 50(22)(c)(ii) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Name and
Address of
Solicitor

Date of Signature
Y M D

Signature

(15) Assessment Roll Number of Property

Cty. Mun. Map Sub. Par.

Not assigned

(16) Municipal Address of Property

NOT ASSIGNED

(17) Document Prepared by:
ROBERT E. PAKENHAM
HOWELL, FLEMING LLP
415 Water Street, Post Office Box 148
Peterborough, Ontario
K9J 6Y5
REP/aparker

Fees and Tax

Registration Fee

60.00

Land Transfer Tax

NT

Total



Additional Property Identifier(s) and/or Other Information
(Wood)

DESCRIPTON OF THE LANDS BENEFITTING FROM THE RIGHT-OF-WAY:

Part Lot 7, Concession 4, in the Township of Cavan-Millbrook-North Monaghan, in the geographic Township of Cavan, County of Peterborough, designated as Parts 1 to 3 on Plan 45R-10543.

FOR OFFICE
USE ONLY



Refer to instructions on reverse side.

Ministry of Finance

Motor Fuels and
Tobacco Tax Branch
PO Box 625
33 King Street West
Oshawa ON L1H 6H9

Property Identifier(s) No.

Land Transfer Tax Affidavit
Land Transfer Tax Act

In the Matter of the Conveyance of (insert brief description of land) Part of road allowance between Lots 6 and 7, Concession 4, geographic Township of Cavan, Township of Cavan-Millbrook-North Monaghan, County of Peterborough, designated as Part 2 on Plan 45R-13005

BY (print names of all transferors in full) The Corporation of the Township of Cavan-Millbrook-North Monaghan

TO (print names of all transferees in full) Ross Wilbert Wood

/ Robert E. Pakenham, Solicitor for The Corporation of the Township of Cavan-Millbrook-North Monaghan

have personal knowledge of the facts herein deposed to and Make Oath and Say that:

1. I am (place a clear mark within the square opposite the following paragraph(s) that describe(s) the capacity of the deponents):

- ☐ (a) the transferee named in the above-described conveyance;
- ☐ (b) the authorized agent or solicitor acting in this transaction for the transferee(s);
- ☐ (c) the President, Vice-President, Secretary, Treasurer, Director or Manager authorized to act for _____ (the transferee(s));
- ☐ (d) a transferee and am making this affidavit on my own behalf and on behalf of (insert name of spouse or same-sex partner) _____ who is my spouse or same-sex partner.
- ☒ (e) the transferor or an officer authorized to act on behalf of the transferor company and ☒ I am tendering this document for registration and ☐ no tax is payable on registration of this document.

2. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

(a) Monies paid or to be paid in cash	\$	<u>2.00</u>	} All blanks must be filled in. Insert "Nil" where applicable.	
(b) Mortgages (i) Assumed (<i>principal and interest</i>)	\$	<u>Nil</u>		
(b) Mortgages (ii) Given back to vendor	\$	<u>Nil</u>		
(c) Property transferred in exchange (<i>detail below in paragraph 5</i>)	\$	<u>Nil</u>		
(d) Other consideration subject to tax (<i>detail below</i>)	\$	<u>Nil</u>		
(e) Fair market value of the lands (<i>see instruction 2</i>)	\$	<u>Nil</u>		
(f) Value of land, building, fixtures and goodwill subject to Land Transfer Tax (<i>Total of (a) to (e)</i>)	\$	<u>2.00</u>	\$	<u>2.00</u>
(g) Value of all chattels – items of tangible personal property which are taxable under the provisions of the <i>Retail Sales Tax Act</i>			\$	<u>Nil</u>
(h) Other consideration for transaction not included in (f) or (g) above			\$	<u>Nil</u>
(i) Total Consideration			\$	<u>2.00</u>

3. To be completed where the value of the consideration for the conveyance exceeds \$400,000.00

I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land conveyed in the above-described conveyance:

- ☐ does not contain a single family residence or contains more than two single family residences;
- ☐ contains at least one and not more than two single family residences; or
- ☐ contains at least one and not more than two single family residences and the lands are used for other than just residential purposes. The transferee has accordingly apportioned the value of consideration on the basis that the consideration for the single family residence is \$ _____ and the remainder of the lands are used for _____ purposes.

Note: Subsection 2(1)(b) imposes an additional tax at the rate of one-half of one percent upon the value of consideration in excess of \$400,000.00 where the conveyance contains at least one and not more than two single family residences and 2(2) allows an apportionment of the consideration where the lands are used for other than just residential purposes.

4. If the consideration is nominal, is the land subject to any encumbrance? ☐ Yes ☒ No

5. Other remarks and explanations, if necessary. Grant of Right-of-Way

Sworn/affirmed before me in the City of Peterborough, in the County of Peterborough

this 29 day of March, 2005

Robert E. Pakenham

Signature(s)

A Commissioner for taking Affidavits, etc.

Property Information Record

A. Describe nature of instrument: Transfer/Deed of Land (Right-of-Way)

B. (i) Address of property being conveyed (if available) Not assigned

(ii) Assessment Roll No. (if available)

C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed
Ross Wilbert Wood, 59 Ephgrave Road, PETERBOROUGH ON K9J 4G1

D. (i) Registration number for last conveyance of property being conveyed (if available)

(ii) Legal description of property conveyed: Same as in D.(i) above. ☐ Yes ☐ No ☐ Not Known

E. Name(s) and address(es) of each transferee's solicitor: ROBERT E. PAKENHAM

HOWELL, FLEMING LLP, 415 Water Street, Post Office Box 148, Peterborough, Ontario K9J 6Y5

School Support (Voluntary Election) (See reverse for explanation)

- (a) Are all individual transferees Roman Catholic? ☐ Yes ☐ No
- (b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters? ☐ Yes ☐ No
- (c) Do all individual transferees have French Language Education Rights? ☐ Yes ☐ No
- (d) If Yes, do all individual transferees wish to support the French Language School Board (where established)? ☐ Yes ☐ No

Note: As to (c) and (d) the land being transferred will receive French School Board Election unless otherwise directed in (a) and (b).

0449K (2004-04)



Transfer/Deed of Land

Form 1 — Land Registration Reform Act

A

FOR OFFICE USE ONLY

724499

CERTIFICATE OF REGISTRATION

JAN 06 2006 2:46

Am Birtland
LAND REGISTRAR
PETERBOROUGH NO. 48

New Property Identifier

Executions

Additional:
See
Schedule ☐

Additional:
See
Schedule ☐

(1) Registry ☒

Land Titles ☐

(2) Page 1 of 3 pages

(3) Property Identifier(s)

Block

Property

Additional:
See
Schedule ☐

(4) Consideration
Two

00/100 Dollars \$2.00

(5) Description

This is a: Property

Division ☐

Property

Consolidation ☐

In the Township of Cavan-Millbrook-North Monaghan, (in the geographic Township of Cavan), in the County of Peterborough, Province of Ontario, and being composed of part of the road allowance between Lots 6 and 7, Concession 4, designated as Part 2 on Plan 45R-13005.

This description is that of an unopened road allowance for road which was closed by By-law No. 2004-48 of the Corporation of the Township of Cavan-Millbrook-North Monaghan, which by-law was registered on February 22, 2005 in the Registry Office at Peterborough (No. 45) as instrument number 715028.

(6) This Document Contains

(a) Redescription
New Easement
Plan/Sketch ☐

(b) Schedule for:
Description ☐

Additional Parties ☐ Other ☒

(7) Interest/Estate Transferred

~~Fee Simple~~
RIGHT-OF-WAY

(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that

Name(s)
THE CORPORATION OF THE TOWNSHIP OF
CAVAN-MILLBROOK-NORTH MONAGHAN

Signature(s)

Per: *Neal Cathcart*
Reeve - Neal Cathcart

Date of Signature
Y M D

2005 03 09

Per: *Gail Empey*
Clerk - Gail Empey

2005 03 09

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction.
Name(s)

Signature(s)

Date of Signature
Y M D

(10) Transferor(s) Address for Service Municipal Offices, P.O. Box 2500, MILLBROOK ON L0A 1G0

(11) Transferee(s)

STEINBECK, Stephen Rodger

Date of Birth
Y M D
1970 07 26

(12) Transferee(s) Address for Service R.R. #3, Millbrook ON L0A 1G0

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act.

Date of Signature
Y M D

Date of Signature
Y M D

Signature
Solicitor for Transferor(s) I have explained the effect of section 50 of the Planning Act to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.

Name and Address of Solicitor

Signature

Date of Signature
Y M D

(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 50(22)(c)(ii) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Name and Address of Solicitor

Signature

Date of Signature
Y M D

(15) Assessment Roll Number of Property

Cty. Mun. Map Sub. Par.

Not assigned

(16) Municipal Address of Property

NOT ASSIGNED

(17) Document Prepared by:
ROBERT E. PAKENHAM
HOWELL, FLEMING LLP
415 Water Street, Post Office Box 148
Peterborough, Ontario
K9J 6Y5
REP/aparker

Fees and Tax

Registration Fee

60.00

Land Transfer Tax

NT

Total



Additional Property Identifier(s) and/or Other Information
(Steinbeck)

DESCRIPTION OF THE LANDS BENEFITTING FROM THE RIGHT-OF-WAY:

Part of Lots 5 and 6, Concession 4, in the Township of Cavan-Millbrook-North Monaghan, in the geographic Township of Cavan, County of Peterborough

FOR OFFICE
USE ONLY



Refer to instructions on reverse side.

Ministry of Finance

Motor Fuels and
Tobacco Tax Branch
PO Box 625
33 King Street West
Oshawa ON L1H 8H9

Property Identifier(s) No.

Land Transfer Tax Affidavit
Land Transfer Tax Act

In the Matter of the Conveyance of (insert brief description of land) Part of road allowance between Lots 6 and 7, Concession 4, geographic Township of Cavan, Township of Cavan-Millbrook-North Monaghan, County of Peterborough, designated as Part 2 on Plan 45R-13005

BY (print names of all transferors in full) The Corporation of the Township of Cavan-Millbrook-North Monaghan

TO (print names of all transferees in full) Stephen Rodger Steinbeck

Robert E. Pakenham, Solicitor for The Corporation of the Township of Cavan-Millbrook-North Monaghan

have personal knowledge of the facts herein deposed to and Make Oath and Say that:

1. I am (place a clear mark within the square opposite the following paragraph(s) that describe(s) the capacity of the deponents):

- ☐ (a) the transferee named in the above-described conveyance;
- ☐ (b) the authorized agent or solicitor acting in this transaction for the transferee(s);
- ☐ (c) the President, Vice-President, Secretary, Treasurer, Director or Manager authorized to act for _____ (the transferee(s));
- ☐ (d) a transferee and am making this affidavit on my own behalf and on behalf of (insert name of spouse or same-sex partner) _____ who is my spouse or same-sex partner.
- ☒ (e) the transferor or an officer authorized to act on behalf of the transferor company and ☒ I am tendering this document for registration and ☐ no tax is payable on registration of this document.

2. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

(a) Monies paid or to be paid in cash	\$	2.00	All blanks must be filled in. Insert "Nil" where applicable.	
(b) Mortgages (i) Assumed (principal and interest)	\$	Nil		
(ii) Given back to vendor	\$	Nil		
(c) Property transferred in exchange (detail below in paragraph 5)	\$	Nil		
(d) Other consideration subject to tax (detail below)	\$	Nil		
(e) Fair market value of the lands (see instruction 2)	\$	Nil		
(f) Value of land, building, fixtures and goodwill subject to Land Transfer Tax (Total of (a) to (e))	\$	2.00	\$	2.00
(g) Value of all chattels – items of tangible personal property which are taxable under the provisions of the Retail Sales Tax Act			\$	Nil
(h) Other consideration for transaction not included in (f) or (g) above			\$	Nil
(i) Total Consideration			\$	2.00

3. To be completed where the value of the consideration for the conveyance exceeds \$400,000.00

I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land conveyed in the above-described conveyance:

- ☐ does not contain a single family residence or contains more than two single family residences;
- ☐ contains at least one and not more than two single family residences; or
- ☐ contains at least one and not more than two single family residences and the lands are used for other than just residential purposes. The transferee has accordingly apportioned the value of consideration on the basis that the consideration for the single family residence is \$ _____ and the remainder of the lands are used for _____ purposes.

Note: Subsection 2(1)(b) imposes an additional tax at the rate of one-half of one percent upon the value of consideration in excess of \$400,000.00 where the conveyance contains at least one and not more than two single family residences and 2(2) allows an apportionment of the consideration where the lands are used for other than just residential purposes.

4. If the consideration is nominal, is the land subject to any encumbrance? ☐ Yes ☒ No

5. Other remarks and explanations, if necessary. Grant of Right-of-Way

Sworn/affirmed before me in the City of Peterborough, in the County of Peterborough

this 29 day of March, 2005

Robert E. Pakenham

Signature(s)

A Commissioner for taking Affidavits, etc.

Property Information Record

A. Describe nature of instrument: Transfer/Deed of Land (Right-of-Way)

B. (i) Address of property being conveyed (if available) Not assigned

(ii) Assessment Roll No. (if available) _____

C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed

Stephen Rodger Steinbeck, R.R. #3, Millbrook ON L0A 1G0

D. (i) Registration number for last conveyance of property being conveyed (if available) _____

(ii) Legal description of property conveyed: Same as in D.(i) above. ☐ Yes ☐ No ☐ Not Known

E. Name(s) and address(es) of each transferee's solicitor: ROBERT E. PAKENHAM

HOWELL, FLEMING LLP, 415 Water Street, Post Office Box 148, Peterborough, Ontario K9J 6Y5

For Land Registry Office Use Only

Registration No.

Registration Date (Year/Month/Day)

Land Registry Office No.

School Support (Voluntary Election) (See reverse for explanation)

- (a) Are all individual transferees Roman Catholic? ☐ Yes ☐ No
- (b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters? ☐ Yes ☐ No
- (c) Do all individual transferees have French Language Education Rights? ☐ Yes ☐ No
- (d) If Yes, do all individual transferees wish to support the French Language School Board (where established)? ☐ Yes ☐ No

Note: As to (c) and (d) the land being transferred will receive French Public School Board Election unless otherwise directed in (a) and (b).

FOR OFFICE USE ONLY

724500

CERTIFICATE OF REGISTRATION

JAN 06 2006 2:46

AmBastard
LAND REGISTRAR
PETERBOROUGH NO. 45

New Property Identifier

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐

(1) Registry ☒ Land Titles ☐

(2) Page 1 of 3 pages

(3) Property Identifier(s)

Block

Property

Additional:
See
Schedule ☐

(4) Consideration
Two

00/100 Dollars \$2.00

(5) Description

This is a: Property Division ☐

Property Consolidation ☐

In the Township of Cavan-Millbrook-North Monaghan, (in the geographic Township of Cavan), in the County of Peterborough, Province of Ontario, and being composed of part of the road allowance between Lots 6 and 7, Concession 4, designated as Part 2 on Plan 45R-13005

This description is that of an unopened road allowance for road which was closed by By-law No. 2004-48 of the Corporation of the Township of Cavan-Millbrook-North Monaghan, which by-law was registered on February 22, 2005 in the Registry Office at Peterborough (No. 45) as instrument number 715028.

(6) This Document Contains

(a) Redescription
New Easement Plan/Sketch ☐

(b) Schedule for:
Description ☐

Additional Parties ☐ Other ☒

(7) Interest/Estate Transferred

~~Fee Simple~~
RIGHT-OF-WAY

(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that

Name(s)
THE CORPORATION OF THE TOWNSHIP OF
CAVAN-MILLBROOK-NORTH MONAGHAN

Signature(s)
Per: *Neal Cathcart*
Reeve - Neal Cathcart

Date of Signature
Y M D
2005 03 09

Per: *Gail Empey*
Clerk - Gail Empey

2005 03 09

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction.
Name(s)

Signature(s)

Date of Signature
Y M D

(10) Transferor(s) Address for Service Municipal Offices, P.O. Box 2500, MILLBROOK ON L0A 1G0

(11) Transferee(s)

PERRY, Kelvin Norman

Date of Birth
Y M D
1950 05 06

(12) Transferee(s) Address for Service 477 County Road 21, R.R. #3, Millbrook, Ontario L0A 1G0

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act.

Date of Signature
Y M D

Date of Signature
Y M D

Signature
Solicitor for Transferor(s) I have explained the effect of section 50 of the Planning Act to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.

Name and
Address of
Solicitor

Signature

Date of Signature
Y M D

(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 50(22)(c)(ii) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Name and
Address of
Solicitor

Signature

Date of Signature
Y M D

(15) Assessment Roll Number of Property

Cty. Mun. Map Sub. Par.

Not assigned

(16) Municipal Address of Property

NOT ASSIGNED.

(17) Document Prepared by:
ROBERT E. PAKENHAM
HOWELL, FLEMING LLP
415 Water Street, Post Office Box 148
Peterborough, Ontario
K9J 6Y5
REP/aparker

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee	60.00
Land Transfer Tax	NT
Total	



Additional Property Identifier(s) and/or Other Information
(Perry)

DESCRIPTION OF THE LANDS BENEFITTING FROM THE RIGHT-OF-WAY:

Part Lot 7, Concession 4, in the Township of Cavan-Millbrook-North Monaghan, in the geographic Township of Cavan, County of Peterborough, designated as Part 1 on Plan 9R-1324.

FOR OFFICE
USE ONLY



Refer to instructions on reverse side.

Ministry of Finance

Motor Fuels and
Tobacco Tax Branch
PO Box 625
33 King Street West
Oshawa ON L1H 8H9

Property Identifier(s) No.

Land Transfer Tax Affidavit
Land Transfer Tax Act

In the Matter of the Conveyance of (insert brief description of land) Part of road allowance between Lots 6 and 7, Concession 4, geographic Township of Cavan, Township of Cavan-Millbrook-North Monaghan, County of Peterborough, designated as Part 2 on Plan 45R-13005

BY (print names of all transferors in full) The Corporation of the Township of Cavan-Millbrook-North Monaghan

TO (print names of all transferees in full) Kelvin Norman Perry

/ Robert E. Pakenham, Solicitor for The Corporation of the Township of Cavan-Millbrook-North Monaghan

have personal knowledge of the facts herein deposed to and Make Oath and Say that:

1. I am (place a clear mark within the square opposite the following paragraph(s) that describe(s) the capacity of the deponents):

- ☐ (a) the transferee named in the above-described conveyance;
- ☐ (b) the authorized agent or solicitor acting in this transaction for the transferee(s);
- ☐ (c) the President, Vice-President, Secretary, Treasurer, Director or Manager authorized to act for _____ (the transferee(s));
- ☐ (d) a transferee and am making this affidavit on my own behalf and on behalf of (insert name of spouse or same-sex partner) _____ who is my spouse or same-sex partner.
- ☒ (e) the transferor or an officer authorized to act on behalf of the transferor company and ☒ I am tendering this document for registration and ☐ no tax is payable on registration of this document.

2. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

- | | | | | |
|--|----|-------------|--|-------------|
| (a) Monies paid or to be paid in cash | \$ | <u>2.00</u> | All blanks
must be filled in.
Insert "Nil"
where
applicable. | |
| (b) Mortgages (i) Assumed (principal and interest) | \$ | <u>Nil</u> | | |
| (b) Mortgages (ii) Given back to vendor | \$ | <u>Nil</u> | | |
| (c) Property transferred in exchange (detail below in paragraph 5) | \$ | <u>Nil</u> | | |
| (d) Other consideration subject to tax (detail below) | \$ | <u>Nil</u> | | |
| (e) Fair market value of the lands (see instruction 2) | \$ | <u>Nil</u> | | |
| (f) Value of land, building, fixtures and goodwill subject to Land Transfer Tax (Total of (a) to (e)) | \$ | <u>2.00</u> | \$ | <u>2.00</u> |
| (g) Value of all chattels – items of tangible personal property which are taxable under the provisions of the Retail Sales Tax Act | \$ | | \$ | <u>Nil</u> |
| (h) Other consideration for transaction not included in (f) or (g) above | \$ | | \$ | <u>Nil</u> |
| (i) Total Consideration | \$ | | \$ | <u>2.00</u> |

3. To be completed where the value of the consideration for the conveyance exceeds \$400,000.00

I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land conveyed in the above-described conveyance:

- ☐ does not contain a single family residence or contains more than two single family residences;
- ☐ contains at least one and not more than two single family residences; or
- ☐ contains at least one and not more than two single family residences and the lands are used for other than just residential purposes. The transferee has accordingly apportioned the value of consideration on the basis that the consideration for the single family residence is \$ _____ and the remainder of the lands are used for _____ purposes.

Note: Subsection 2(1)(b) imposes an additional tax at the rate of one-half of one percent upon the value of consideration in excess of \$400,000.00 where the conveyance contains at least one and not more than two single family residences and 2(2) allows an apportionment of the consideration where the lands are used for other than just residential purposes.

4. If the consideration is nominal, is the land subject to any encumbrance? ☐ Yes ☒ No

5. Other remarks and explanations, if necessary. Grant of Right-of-Way

Sworn/affirmed before me in the City of Peterborough, in the

County of Peterborough

this 29 day of March, 2005

Robert E. Pakenham

Signature(s)

A Commissioner for taking Affidavits, etc.

Property Information Record

A. Describe nature of instrument: Transfer/Deed of Land (Right-of-Way)

B. (i) Address of property being conveyed (if available) Not assigned

(ii) Assessment Roll No. (if available)

C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed

Kelvin Norman Perry, 477 County Road 21, R.R. #3, MILLBROOK, Ontario L0A 1G0

D. (i) Registration number for last conveyance of property being conveyed (if available)

(ii) Legal description of property conveyed: Same as in D.(i) above. ☐ Yes ☐ No ☐ Not Known

E. Name(s) and address(es) of each transferee's solicitor: ROBERT E. PAKENHAM

HOWELL, FLEMING LLP, 415 Water Street, Post Office Box 148, Peterborough, Ontario K9J 6Y5

For Land Registry Office Use Only

Registration No.

Registration Date (Year/Month/Day)

Land Registry Office No.

School Support (Voluntary Election) (See reverse for explanation)

- (a) Are all individual transferees Roman Catholic? ☐ Yes ☐ No
- (b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters? ☐ Yes ☐ No
- (c) Do all individual transferees have French Language Education Rights? ☐ Yes ☐ No
- (d) If Yes, do all individual transferees wish to support the French Language School Board (where established)? ☐ Yes ☐ No

Note: As to (c) and (d) the land being transferred will receive French Public School Board Election unless otherwise directed in (a) and (b).

FOR OFFICE USE ONLY

724501

CERTIFICATE OF REGISTRATION

JAN 06 2006 2:46

Am Burtland
LAND REGISTRAR
PETERBOROUGH NO. 45

New Property Identifier

Executions

Additional:
See
Schedule ☐

Additional:
See
Schedule ☐

(1) Registry ☒

Land Titles ☐

(2) Page 1 of 3 pages

(3) Property
Identifier(s)

Block

Property

Additional:
See
Schedule ☐

(4) Consideration
Two

00/100 Dollars \$2.00

(5) Description

This is a: Property

Division ☐

Property

Consolidation ☐

In the Township of Cavan-Millbrook-North Monaghan, (in the geographic Township of Cavan), in the County of Peterborough, Province of Ontario, and being composed of part of the road allowance between Lots 6 and 7, Concession 4, designated as Part 2 on Plan 45R-13005, subject to rights-of-ways hereinbefore granted and further reserving unto the Transferor a right-of-way in, over, along and upon and under the said Part 2 on Plan 45R-13005.

This description is that of an unopened road allowance for road which was closed by By-law No. 2004-48 of the Corporation of the Township of Cavan-Millbrook-North Monaghan, which by-law was registered on February 22, 2005 in the Registry Office at Peterborough (No. 45) as instrument number 715028.

(6) This
Document
Contains

(a) Redescription
New Easement
Plan/Sketch ☐

(b) Schedule for:

Description ☐

Additional
Parties ☐

Other ☐

(7) Interest/Estate Transferred
Fee Simple

SUBJECT TO RIGHT-OF-WAYS

(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that

Name(s)

THE CORPORATION OF THE TOWNSHIP OF
CAVAN-MILLBROOK-NORTH MONAGHAN

Signature(s)

Per:

Reeve - Neal Cathcart

Date of Signature
Y M D

2005 03 09

Per:

Clerk - Gail Empey

2005 03 09

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction.
Name(s)

Signature(s)

Date of Signature
Y M D

(10) Transferor(s) Address Municipal Offices, P.O. Box 2500, MILLBROOK ON L0A 1G0
for Service

(11) Transferee(s)

COULTER, Robert Alfred

COULTER, Barbara Ann

AS JOINT TENANTS AND NOT AS TENANTS IN COMMON

Date of Birth

1944 06 30

1948 04 24

(12) Transferee(s) Address 459 County Road 21, P.O. Box 73, MILLBROOK ON L0A 1G0
for Service

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act.

Date of Signature
Y M D

Date of Signature
Y M D

Signature

Signature

Solicitor for Transferor(s) I have explained the effect of section 50 of the Planning Act to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.

Name and
Address of
Solicitor

Date of Signature
Y M D

Signature

Planning Act — OPTIONAL

(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 50(22)(c)(ii) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Name and
Address of
Solicitor

Date of Signature
Y M D

Signature

(15) Assessment Roll Number
of Property

Cty. Mun. Map Sub. Par.

NOT ASSIGNED.

(16) Municipal Address of Property

NOT ASSIGNED.

(17) Document Prepared by:
ROBERT E. PAKENHAM
HOWELL, FLEMING LLP
415 Water Street, Post Office Box 148
Peterborough, Ontario
K9J 6Y5
REP/aparker

Fees and Tax

Registration Fee

60.00

Land Transfer Tax

NT

Total

75

CERTIFICATE OF COMPLIANCE

Pursuant to Section 268 of the *Municipal Act*, with respect to the sale of real property described as

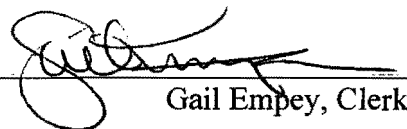
In the Township of Cavan-Millbrook-North Monaghan, (in the geographic Township of Cavan), in the County of Peterborough, Province of Ontario, and being composed of the road allowance between Lots 6 and 7, Concession 4, designated as Part 2 on Plan 45R-13005

I HEREBY CERTIFY THAT, to the best of my knowledge and belief the requirements of Section 268 of the *Municipal Act* have been complied with, in that:

1. A by-law outlining the notice to be given to the public, and the other procedures to be followed with respect to the disposal of real property, was in force in the Township of Cavan-Millbrook-North Monaghan when the resolution declaring the above-noted property surplus was passed.
2. The notice provisions required by the above-noted by-law have been complied with.
3. The required appraisal was obtained or:
 - (a) the property is of a prescribed class that does not require an appraisal;
 - (b) the sale is to a prescribed public body; or
 - (c) the sale is pursuant to Section 268 of the *Municipal Act*.

THEREFORE, all of the requirements of Section 268 of the *Municipal Act* have been complied with.

DATED this 9th day of March, 2005, at the Township of Cavan-Millbrook-North-Monaghan, in the County of Peterborough.


Gail Empey, Clerk



Refer to instructions on reverse side.

Ministry of Finance

Motor Fuels and
Tobacco Tax Branch
PO Box 625
33 King Street West
Oshawa ON L1H 8H9

Property Identifier(s) No.

Land Transfer Tax Affidavit
Land Transfer Tax Act

In the Matter of the Conveyance of (insert brief description of land) Part of road allowance between Lots 6 and 7, Concession 4, Township of Cavan-Millbrook-North Monaghan, (geographic Township of Cavan), County of Peterborough, Province of Ontario, designated as Part 2 on Plan 45R-13005

BY (print names of all transferors in full) The Corporation of the Township of Cavan-Millbrook-North Monaghan

TO (print names of all transferees in full) Robert Alfred Coulter and Barbara Ann Coulter

Robert Alfred Coulter

have personal knowledge of the facts herein deposed to and Make Oath and Say that:

1. I am (place a clear mark within the square opposite the following paragraph(s) that describe(s) the capacity of the deponents):

☐ (a) the transferee named in the above-described conveyance;

☐ (b) the authorized agent or solicitor acting in this transaction for the transferee(s);

☐ (c) the President, Vice-President, Secretary, Treasurer, Director or Manager authorized to act for _____

(the transferee(s));

☒ (d) a transferee and am making this affidavit on my own behalf and on behalf of (insert name of spouse or same-sex partner) Barbara Ann Coulter

who is my spouse or same-sex partner:

☐ (e) the transferor or an officer authorized to act on behalf of the transferor company and

☐ I am tendering this document for registration and

☐ no tax is payable on registration of this document.

2. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

(a) Monies paid or to be paid in cash	\$	<u>2.00</u>	} All blanks must be filled in. Insert "Nil" where applicable.	
(b) Mortgages (i) Assumed (<i>principal and interest</i>)	\$	<u>Nil</u>		
(ii) Given back to vendor	\$	<u>Nil</u>		
(c) Property transferred in exchange (<i>detail below in paragraph 5</i>)	\$	<u>Nil</u>		
(d) Other consideration subject to tax (<i>detail below</i>)	\$	<u>Nil</u>		
(e) Fair market value of the lands (<i>see instruction 2</i>)	\$	<u>Nil</u>		
(f) Value of land, building, fixtures and goodwill subject to Land Transfer Tax (<i>Total of (a) to (e)</i>)	\$	<u>2.00</u>	\$	<u>2.00</u>
(g) Value of all chattels – items of tangible personal property which are taxable under the provisions of the <i>Retail Sales Tax Act</i>			\$	<u>Nil</u>
(h) Other consideration for transaction not included in (f) or (g) above			\$	<u>Nil</u>
(i) Total Consideration			\$	<u>2.00</u>

3. To be completed where the value of the consideration for the conveyance exceeds \$400,000.00

I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land conveyed in the above-described conveyance:

☐ does not contain a single family residence or contains more than two single family residences;

☐ contains at least one and not more than two single family residences; or

☐ contains at least one and not more than two single family residences and the lands are used for other than just residential purposes. The transferee has accordingly apportioned the value of consideration on the basis that the consideration for the single family residence is \$ _____ and the remainder of the lands are used for _____ purposes.

Note: Subsection 2(1)(b) imposes an additional tax at the rate of one-half of one percent upon the value of consideration in excess of \$400,000.00 where the conveyance contains at least one and not more than two single family residences and 2(2) allows an apportionment of the consideration where the lands are used for other than just residential purposes.

4. If the consideration is nominal, is the land subject to any encumbrance? ☐ Yes ☐ No

5. Other remarks and explanations, if necessary. Exchange of Land with Municipality

Sworn/affirmed before me in the City of Peterborough, in the
County of Peterborough

this 29 day of March, 2005

Robert Alfred Coulter

Signature(s)

A Commissioner for taking Affidavits, etc.

Property Information Record

A. Describe nature of instrument: Transfer/Deed of Land

B. (i) Address of property being conveyed (if available)

(ii) Assessment Roll No. (if available)

C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed
Mr. and Mrs. Robert Alfred Coulter, 459 County Road 21, P.O. Box 73,
MILLBROOK ON L0A 1G0

D. (i) Registration number for last conveyance of property being conveyed (if available)

(ii) Legal description of property conveyed: Same as in D.(i) above. ☐ Yes ☐ No ☐ Not Known

E. Name(s) and address(es) of each transferee's solicitor: ROBERT E. PAKENHAM/aparker

HOWELL, FLEMING LLP, 415 Water Street, Post Office Box 148, Peterborough, Ontario K9J 6Y5

For Land Registry Office Use Only

Registration No.

Registration Date (Year/Month/Day)

Land Registry Office No.

School Support (Voluntary Election) (See reverse for explanation)

(a) Are all individual transferees Roman Catholic?

Yes ☐

No ☐

(b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters?

☐

☐

(c) Do all individual transferees have French Language Education Rights?

☐

☐

(d) If Yes, do all individual transferees wish to support the French Language School Board (where established)?

☐

☐

Note: As to (c) and (d) the land being transferred will receive French Public School Board Election unless otherwise directed in (a) and (b).

0449K (2004-04)

SCHEDULE "A"
to
BY-LAW NUMBER 2004-48

In the Township of Cavan-Millbrook-North Monaghan (in the geographic Township of Cavan), in the County of Peterborough and being composed of that part of the road allowance between Lots 6 and 7, Concession 4, designated as Part 2 on Plan 45R-13005.

September 29, 2025

Yvette Hurley
Chief Administrative Officer/Deputy Clerk/Deputy Treasurer
The Corporation of the Township of Cavan Monaghan
988 Peterborough County Road 10
Millbrook, Ontario, L0A 1G0

Dear CAO Hurley,

As you may recall, the Optional Slots at Racetracks Program ("OSARP") was launched by OLG in 2019 as a temporary measure to assist eligible racetracks where co-located slot facilities had previously closed or where there were plans to relocate a gaming site. OSARP is set to end on March 31, 2026.

As part of the program, a lease agreement was executed that allowed Shorelines Slots at Kawartha Downs to remain in operation. With OSARP ending as noted above, I am writing to formally notify you that the lease agreement for Shorelines Slots at Kawartha Downs will terminate on March 31, 2026, and will not be extended. This means that slot operations will cease, and the casino will close on or before March 31, 2026, with a specific closure date to be confirmed with the casino service provider in due course. We are committed to working with the property owners and the casino service provider to ensure an efficient and timely decommissioning process for Shorelines Slots at Kawartha Downs.

As per the terms of the Municipality Contribution Agreement (MCA) between OLG and The Corporation of the Township of Cavan Monaghan, OLG is not obligated to make payments under the MCA once Shorelines Slots at Kawartha Downs closes and OLG ceases to conduct and manage the lottery scheme at this gaming site. However, following the casino closure, OLG will provide one additional year of funding through the MCA to assist your municipality with this transition. This means that your municipality will receive an amount in fiscal year 2026-27 equal to the total amount it receives through the MCA in fiscal year 2025-26.

We will provide further information to the municipality regarding the exact date of cessation of casino operations once it becomes available. In the meantime, should you have any questions or require further information, please do not hesitate to reach out to me, or my colleague, Josh Cogan.

Sincerely,



Michelle Eaton
Senior Vice President, Corporate Affairs
Ontario Lottery and Gaming Corporation

Cc:

Matthew Graham, Mayor, Township of Cavan Monaghan

Dave Pridmore, Chief Gaming Officer, OLG

Josh Cogan, Senior Director, Government, Stakeholder & Community Engagement, OLG

Kathleen Devine, Senior Municipal Relations Manager, OLG

The Township of Cavan Monaghan

By-law No. 2025-44

Being a by-law to execute a Ontario Transfer Payment Agreement (TPA) on the Municipal Housing Infrastructure Program - Housing-Enabling Core Servicing Stream between His Majesty the King, as represented by the Minister of Infrastructure, and the Corporation of the Township of Cavan Monaghan for access to funding.

Whereas the Municipal Act, 2001, S.O. c.25, s.11(3) as amended, provides that a lower tier and upper tier municipality may pass a by-law authorizing the approval of by-laws regarding matters within the spheres of jurisdiction;

And Whereas the Minister of Infrastructure (MOI) is the signatory to the Ontario Transfer Payment Agreement on the Municipal Housing Infrastructure Program - Housing-Enabling Core Servicing Stream, which governs the transfer and use of the Housing-Enabling Core Servicing Stream (HECS).

And Whereas MOI is responsible for the administration of HECS funding under the Ontario Transfer Payment Agreement, and will therefore undertake (and require the Recipient to undertake) certain activities as set out in this Agreement;

And Whereas the Township of Cavan Monaghan deems it desirable to enter into this Agreement to access HECS funding;

Now Therefore the Council of the Township of Cavan Monaghan hereby enacts as follows:

1. That the Mayor and Clerk are hereby authorized and directed to execute the Transfer Payment Agreement with Municipal Housing Infrastructure Program - Housing-Enabling Core Servicing Stream between His Majesty the King, as represented by the Minister of Infrastructure,
2. That the Ontario Transfer Payment Agreement #2024-09-1-2997653548 is attached as Schedule 'A' to this By-law.

Read a first, second and third time and finally passed this 6th of October, 2025.

Matthew Graham
Mayor

Cindy Page
Clerk

**ONTARIO TRANSFER PAYMENT AGREEMENT
MUNICIPAL HOUSING INFRASTRUCTURE PROGRAM – HOUSING-ENABLING
CORE SERVICING STREAM**

THE AGREEMENT is effective as of the _____ day of _____, 20____.

BETWEEN:

His Majesty the King in right of Ontario
as represented by the **Minister of Infrastructure**

(the “Province”)

- and -

THE CORPORATION OF THE TOWNSHIP OF CAVAN MONAGHAN

(the “Recipient”)

BACKGROUND

The Municipal Housing Infrastructure Program (MHIP) - Housing-Enabling Core Servicing Stream (HECS) is an application-based program.

MHIP-HECS will fund projects aimed at the development, repair, rehabilitation and expansion of municipal roads and bridges to promote growth and enable housing for growing and developing communities.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 Schedules to the Agreement. The following schedules form part of the Agreement:

Schedule “A” - General Terms and Conditions

Schedule "B" -	Project Specific Information and Additional Provisions
Schedule "C" -	Project Description and Financial Information
Schedule "D" -	Eligible and Ineligible Costs
Schedule "E" -	Milestone Payment Plan
Schedule "F" -	Reporting Requirements
Schedule "G" -	Communications Protocol
Schedule "H" -	Indigenous Consultation Protocol

1.2 Entire Agreement. The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 Conflict or Inconsistency. In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 COUNTERPARTS AND ELECTRONIC SIGNATURES

3.1 One and the Same Agreement. The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

3.2 Electronic Signatures. This Agreement may be executed electronically. The electronic signature of a Party may be evidenced by one of the following means and transmission of this Agreement may be as follows:

- (a) a manual signature of an authorized signing officer placed in the respective signature line of this Agreement and this Agreement scanned as a pdf file and delivered by email to the other Party;

- (b) a digital signature placed in the respective signature line of this Agreement, including:
 - (i) the name of the authorized signing officer typed in the respective signature line of this Agreement,
 - (ii) an image of a manual signature inserted in the respective signature line of this Agreement,
 - (iii) an Adobe signature of an authorized signing officer, or
 - (iv) any other digital signature of an authorized signing officer with the other Party's prior written consent, and this Agreement delivered by email to the other Party; or
- (c) any other means with the other Party's prior written consent.

4.0 AMENDING THE AGREEMENT

- 4.1 Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

- 5.1 Acknowledgement.** The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project;

- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and
- (f) the Province is bound by the *Financial Administration Act* (Ontario) (“FAA”) and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,
 - (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
 - (ii) the payment having been charged to an appropriation for a previous fiscal year.

SIGNATURE PAGE FOLLOWS

The Parties have executed the Agreement on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF
ONTARIO**, as represented by the Minister of
Infrastructure

Date	p.p. Trevor Fleck, Assistant Deputy Minister The Honourable Kinga Surma Minister of Infrastructure
------	--

**THE CORPORATION OF THE TOWNSHIP OF
CAVAN MONAGHAN**

Date: _____	Name: _____
	Title: _____

I have authority to bind the Recipient.

Date: _____	Name: _____
	Title: _____

I have authority to bind the Recipient.

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 Definitions. In the Agreement, the following terms will have the following meanings:

“Additional Provisions” means the terms and conditions set out in Schedule “B”.

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“Construction Contract Award Deadline” means the construction contract award deadline set out in Schedule “F”.

“Contract” means an agreement between the Recipient and a third-party whereby the third-party provides a good, service or both for the Project in return for financial consideration that the Recipient wants to pay using the Funds under this Agreement.

“Effective Date” means the date set out at the top of the Agreement.

“Eligible Costs” means the costs in respect of the Project that the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “D”.

“Event of Default” has the meaning ascribed to it in section A13.1.

“Expiry Date” means the expiry date set out in Schedule “B”.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

“Indigenous Community”, includes First Nation, Métis, and Inuit communities or peoples of Canada.

“Indigenous Consultation Record” means a document that summarizes the Recipient’s consultation and engagement activities, including a list of Indigenous Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;

“Ineligible Costs” means the costs in respect of the Project that are ineligible for contribution by the Province under the terms and conditions of the Agreement, and that are described in Schedule “D”.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

“Maximum Funds” means the maximum set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A13.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding

that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

“Project” means the undertaking described in section C1.0 of Schedule “C”.

“Project Start Deadline” means the project start deadline set out in Schedule “B”.

“Project Completion Deadline” means the project completion deadline set out in Schedule “B”.

“Records Review” means any assessment the Province conducts pursuant to section A7.4.

“Reports” means the reports described in Schedule “F”.

“Requirements Of Law” means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities.

“Total Eligible Cost” means the amount set out in Schedule C2.1.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and capacity to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A2.5 Adverse Fact or Event. The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, the Project.

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A12.0 or Article A13.0.

A3.2 Project Deadlines. The Recipient will:

- (a) commence the Project by the Project Start Deadline;
- (b) award the majority of Project construction contracts by the Construction Contract Award Deadline as set out in Schedule F; and
- (c) complete the Project by the Project Completion Deadline.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient with Funds up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A11.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province is not obligated to provide instalments of Funds until it has received confirmation that an Environmental Assessment is complete or exempt;
 - (i) Payments will be held until a Notice of Completion is received by MOI and 60 days have passed since the Notice of Completion was issued.
- (d) the Province may adjust the amount of Funds it provides to the Recipient in connection with any Payment Milestone set out in Schedule “E” based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;

- (c) spend the Funds only in accordance with the Eligible Costs;
- (d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 Interest-Bearing Account. If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A4.4.1 Use of Interest. Unless otherwise directed by the Province by Notice, if the Recipient earns any interest on the Funds, the Recipient must use any interest earned on Eligible Costs.

A4.5 Interest. Upon Notice to the Recipient by the Province, if the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount up to the interest earned from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount up to the interest earned.

A4.6 Recipient's Acknowledgement of Responsibility for Project. The Recipient will, in respect of the Project, assume full responsibility for the Project, including, without limitation:

- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Costs, cost escalations and cost overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, construction, demolition, or reconstruction, as required and in accordance with industry standards, and any related costs for the full lifecycle of the Project; and
- (d) the engineering work being undertaken in accordance with industry standards.

A4.7 Rebates, Credits, and Refunds. The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A4.8 Increase in Project Costs. If, at any time during the Term, the Recipient determines that it will not be possible to complete the Project due to cost escalations or cost overruns (a “**Shortfall**”), the Recipient will immediately notify the Province of that determination. The Province may exercise one or more of the remedies available to it pursuant to section A13.2.

A4.9 Retention of Contribution. The Province will retain 15% of the Maximum Funds in respect of the Project (“**Holdback**”) up until the following conditions have been met:

- (a) the Recipient has fulfilled all of its obligations under the Agreement for the Project; and
- (b) the Province has carried out the reconciliation, as set out in section A4.10 (Final Reconciliation and Adjustments), and has made any adjustments required in the circumstances.

A4.10 Final Reconciliation and Adjustments. Without limiting the rights of the Province under this Agreement or otherwise, following receipt and satisfactory review of the Final Report and supporting material by the Province, the Province will carry out a final reconciliation of payment in respect of the Project and make any adjustments required in the circumstances.

A5.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 Acquisition. If the Recipient acquires goods, services or both with the Funds, it will:

- (a) Do so through a process that is transparent, fair and promotes the best value for the money expended and at competitive prices that are no greater than fair market value after deducting trade discounts or any other discounts available to the Recipient; and
- (b) Comply with any Requirements Of Law that may be applicable to how the Recipient acquires goods, services or both.

A5.2 Contracts. The Recipient will ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;

- (d) Require that any parties to those Contracts comply with all Requirements Of Law; and
- (e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project as the Province sees fit in connection with Article A7.0 of this Schedule "A".

A5.3 Disposal of Assets. The Recipient will not, without the Province's prior consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase, to anyone other than His Majesty the King in Right of Ontario.

A6.0 CONFLICT OF INTEREST

A6.1 Conflict of Interest Includes. For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Province Includes. For the purposes of sections A7.4, A7.5 and A7.6, "Province" includes any auditor or representative the Province may identify.

A7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address set out in Schedule “B”:
 - (i) all Reports in accordance with the timelines and content requirements set out in Schedule “F”;
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A7.3 Record Maintenance. The Recipient will keep and maintain:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles applicable in Canada; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 Records Review. The Province may, at its own expense, upon twenty-four hours’ Notice to the Recipient and during normal business hours enter upon the Recipient’s premises to conduct an audit or investigation of the Recipient regarding the Recipient’s compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient’s representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient’s allocation and expenditure of the Funds.

A7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or both of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3;
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 Cooperation. To assist the Province in respect of its rights provided for in

section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 No Control of Records. No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

A7.8 Auditor General. The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Communications Protocol. The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule "G" (Communications Protocol).

A9.0 INDIGENOUS CONSULTATION

A9.1 Indigenous Consultation Protocol. The Parties agree to be bound by the terms and conditions of the Indigenous Consultation Protocol provided for in Schedule "H" (Indigenous Consultation Protocol).

A9.2 Legal Duty to Consult. In the event that the Province determines that a legal duty to consult and, where appropriate, accommodate Indigenous Communities (the "Duty to Consult") arises in respect of the Province's proposed funding of the Project:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project until the Province provides confirmation in writing to the Recipient otherwise;
- (b) the Province may, in writing, require the Recipient to suspend further site preparation, removal of vegetation or construction pending completion of the required consultation;
- (c) despite section A.4.1, if the Province has not provided confirmation in writing to the Recipient that site preparation, removal of vegetation or

construction may begin or resume, the Province has no obligation to pay any Eligible Costs that are capital costs incurred during that period, as determined by the Province; and,

- (d) the Province must be satisfied that:
 - (i) Indigenous Communities have been notified and, if applicable, consulted;
 - (ii) where consultation has occurred, the Recipient has provided an Indigenous Consultation Record;
 - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
 - (iv) any other information that the Province deems appropriate has been provided to the Province.

A10.0 INDEMNITY

A10.1 Indemnify. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

A11.0 INSURANCE

A11.1 Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule “B” per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient’s obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and

- (d) at least 30 days' written notice of cancellation.

A11.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage required by section A11.1; or
 - (ii) other proof that confirms the insurance coverage required by section A11.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

A12.0 TERMINATION ON NOTICE

A12.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

A12.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A12.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);
- (b) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate.

A13.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any

Funds the Recipient used, but did not use in accordance with the Agreement;

- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

A13.3 Opportunity to Remedy. If, pursuant to section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A13.4 Recipient not Remediating. If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,
- (d) the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A13.5 When Termination Effective. Termination under Article A13.0 will take effect as provided for in the Notice.

A14.0 FUNDS UPON EXPIRY

A14.1 Funds Upon Expiry. Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds.

A15.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 Interest Rate. The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B”.

A15.5 Fails to Pay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A16.0 NOTICE

A16.1 Notice in Writing and Addressed. Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery or courier and
- (c) addressed to the Province or the Recipient as set out in Schedule “B”, or as either Party later designates to the other by Notice.

A16.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; and
- (b) in the case of email, personal delivery or courier, on the date on which the Notice is delivered.

A16.3 Postal Disruption. Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery or courier.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 Consent. When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A19.0 WAIVER

A19.1 Condonation not a waiver. Failure or delay by the either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

A19.2 Waiver. Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 Parties Independent. The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 Agreement Binding. All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

A22.0 GOVERNING LAW

A22.1 Governing Law. The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A23.0 FURTHER ASSURANCES

A23.1 Agreement into Effect. The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and

- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 Joint and Several Liability. Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of His agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A27.0 SURVIVAL

A27.1 Survival. The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.7, A4.9, A4.10, section A5.3, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8,

Article A8.0, Article A10.0, section A12.2, section A13.1, sections A13.2(d), (e), (f), (g), (h), (i) and (j), Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

END OF GENERAL TERMS AND CONDITIONS

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$1,271,875.00
Expiry Date	March 31, 2029
Project Start Deadline	September 30, 2025
Project Completion Deadline	March 31, 2028
Amount for the purposes of section A5.3 (Disposal of Assets) of Schedule “A”	\$50,000
Insurance	\$2,000,000
Contact information for the purposes of Notice to the Province	Position: Manager, Housing Enabling Program Delivery Unit Address: Ministry of Infrastructure Infrastructure Program Design Branch 777 Bay St Toronto, ON M7A 2J4 Email: MHIP@ontario.ca
Contact information for the purposes of Notice to the Recipient	Position: Wayne Hancock, Director of Public Works Address: 988 County Road 10 Millbrook, ON L0A 1G0 Email: whancock@cavanmonaghan.net

Additional Provisions:

None

SCHEDULE “C”
PROJECT DESCRIPTION AND FINANCIAL INFORMATION

C1.0 PROJECT DESCRIPTION

The Recipient will extend approximately 525 meters of Fallis Line east of County Road 10 in the Township of Cavan Monaghan. The work includes widening the roadway, adding one westbound right-turn lane and one westbound left-turn lane, and constructing approximately 1,050 meters of new sidewalks and bike lanes. New traffic signals will be installed at the intersection of County Road 10 and Fallis Line. The project will also involve the installation of drainage components such as curbs and gutters, storm sewers, and catch basins to manage stormwater. Additional infrastructure upgrades include electrical works. New/expanded drinking water and wastewater works, stormwater management facilities, and any soft costs (design, engineering) related to these works are ineligible. The outcomes of this project will enhance roads, promote growth, and enable housing.

C2.0 FINANCIAL INFORMATION

C2.1 Total Eligible Costs. The total Eligible Costs means \$2,543,750.00

C2.2 Province’s Reimbursement Rate. Without limiting the generality of the Province’s rights and remedies under this Agreement, the Province will reimburse the Recipient for up to a maximum 50% of Total Eligible Costs, or up to the Maximum Funds.

C2.3 Combining Funding from Other Government Sources (Stacking). The Recipient may combine (i.e., stack) federal and municipal funding (including development charges revenue) to fund a minimum of 50% Recipient contribution to Total Eligible Costs. The Recipient shall not stack other sources of provincial funding, with the exception of funding received from the Building Faster Fund (BFF) and the Ontario Community Infrastructure Fund (OCIF).

SCHEDULE “D” ELIGIBLE AND INELIGIBLE COSTS

D1.0 ELIGIBLE COSTS

D1.1 Eligible Costs are those direct costs that are, in the Province’s sole and absolute discretion, properly and reasonably incurred and paid by the Recipient, are necessary for the successful completion of the Project, and are paid to an arm’s length third party, as evidenced by invoices, receipts or other records that are satisfactory to the Province. Eligible Costs do not include Ineligible Costs. Eligible Costs include the following costs incurred and paid after April 1, 2023:

- (a) Costs associated with the planning, environmental assessments, design and engineering, project management, materials and construction of the Project;
- (b) Costs associated with Indigenous consultation related to the Project; and
- (c) Costs associated with any compliance audit undertaken in accordance with Article F3.0.

D2.0 INELIGIBLE COSTS

D2.1 Unless a cost is considered an Eligible Cost pursuant to section D1.1, such cost will be an Ineligible Cost. Without limiting the discretion of the Province in section D1.1, the following costs are Ineligible Costs and are therefore ineligible to be paid from the Funds:

- (a) All capital costs, including site preparation, removal of vegetation and construction costs, prior to confirmation in writing from the Province to the Recipient that site preparation, removal of vegetation or construction may begin or resume, as described in section A9.2;
- (b) Financing and financing charges, debt restructuring, loan interest payments bank fees, and legal fees including those related to easements;
- (c) Costs associated with operating expenses for assets and regularly scheduled maintenance work;
- (d) Costs of relocating entire communities;
- (e) Planning costs, if not tied to a capital project (i.e., planning-only project submitted);

- (f) Land acquisition; leasing land, buildings and other facilities; real estate fees and related costs;
- (g) Leasing equipment other than equipment directly related to the construction of the Project;
- (h) Costs related to furnishing and non-fixed assets which are not essential for the operation of the asset/Project;
- (i) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, any direct or indirect operating or administrative costs of the Recipient, and more specifically any costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by the Recipient's staff;
- (j) Any goods and services costs which are received through donations or in kind;
- (k) Provincial sales tax, goods and services tax, or harmonized sales tax; and
- (l) Any costs eligible for rebates.

SCHEDULE "E"

MILESTONE PAYMENT PLAN

E1.0 MILESTONE PAYMENTS

E1.1. The table below sets out the Project milestones and, if the conditions for achieving the milestone are met, the amount that the Recipient is entitled to be paid in connection with the completion of that milestone, subject to the Recipient's compliance with the terms of the Agreement, calculated as a percentage of the Maximum Funds.

PAYMENT MILESTONE	PAYMENT AMOUNT	REQUIRED REPORTS (see Schedule "F" for more detail)
Milestone 1: Execution of the Agreement.	25% of the Maximum Funds.	The following documentation is required to be provided to the Province by the Recipient prior to execution of the Agreement: • Municipal by-law as described in section A2.2(b), • Initial Project Report as described in Schedule "F", • Notice of Completion for Environmental Assessment (if applicable), and • Any other reporting requested by the Ministry.
Milestone 2: Subject to the terms and conditions of this Agreement, the receipt, to the satisfaction of the Province, of the Construction Contract Award Documentation and Project Progress Report described in Schedule "F".	Up to 25% of the Maximum Funds. The payment amount is subject to the adjustments set out in section A4.2(c).	• Construction Contract Award Documentation, • Project Progress Report, including a revised expenditure forecast, and • Any other reporting requested by the Ministry.

Milestone 3: Subject to the terms and conditions of this Agreement, the receipt, to the satisfaction of the Province, of the 85% Expenditure Documentation and Project Progress Report described in Schedule “F”.	Up to 35% of the Maximum Funds. The payment amount is subject to the adjustments set out in section A4.2(c).	• 85% Expenditure Documentation confirming that at least 85% of the Total Eligible Cost (TEC) has been incurred, • Project Progress Report, including a revised expenditure forecast, and • Any other reporting requested by the Ministry.
Milestone 4: Subject to the terms and conditions of this Agreement, the receipt, to the satisfaction of the Province, of the Final Report.	Release of Holdback as defined in section A4.9: Up to 15% of the Maximum Funds. The payment amount is subject to the reconciliation and adjustments set out in sections A4.2(c) and A4.10.	• Final Report, • Compliance with the Financial Information Return (FIR), • Compliance audit documentation if required by the Province, and • Any other reporting requested by the Ministry.

SCHEDULE “F” REPORTING REQUIREMENTS

F1.0 DOCUMENTATION REQUIRED FOR EXECUTION OF THE AGREEMENT

Name of Document	Description	Submission Timeframe
Initial Project Report	Recipient’s forecast of timelines and costs (expenditure forecast) to Project completion.	Within two weeks of being sent by the Province and prior to execution of the Agreement.
Council By-Law	Municipal by-law as described in section A2.2(b). <u>If delegated authority is given, the Recipient must include the delegation by-law (refer to Section 23.1 of the <i>Municipal Act, 2001</i>).</u>	Prior to execution of the Agreement.
Executed Agreement	The executed Agreement between the Province and Recipient.	Required for Milestone 1 payment.

F2.0 REPORTS

F2.1 Reporting Requirements. The Recipient will submit to the Province the following Reports in a format to be provided by the Province and in accordance with the timelines below.

Required Documentation	Description	Submission Timeframe
Construction Contract Award Documentation	A report from council including a resolution or by-law recognizing the awarding of the Project construction contracts following tender.	The majority of Project construction contracts must be awarded no later than September 30, 2026. The Construction Contract Award Documentation is due within 60 Business Days of this award. Required for Milestone 2 payment.
Project Progress Report	A report that includes: • an update on the Project’s status and signage status; • revised expenditure forecast, which must be	Project Progress Reports are required twice per calendar year, in the Spring and Fall, for the duration of the project.

	based on contracts awarded to complete the Project; - the amount of interest earned on the Funds; - an updated Indigenous Consultation Record, if applicable; and - any other information as requested by the Province.	This Report is due within 30 Business Days of a written notice from the Province unless otherwise indicated by the Province. A Project Progress Report is required for Milestone 2 and Milestone 3 payment.
85% Expenditure Documentation	A report that confirms that at least 85% of TEC has been incurred.	Required for Milestone 3 payment.
Final Report	A report that summarizes the Project's final timelines, costs, and outcomes, and includes Project and signage photos and the information required under the Project Progress Reports.	This Report is due within 60 Business Days of the Project Completion Deadline. Required for Milestone 4 payment.
Other Reports	Reports with such content as may be requested by the Province from time to time, which may include the Indigenous Consultation Record described in Schedule "H".	Within the timeframe requested in a written notice from the Province.

F3.0 COMPLIANCE AUDIT

- F3.1 **Financial Information Return.** Without limiting the generality of Article A7.0 (Reports, Accounting, and Review), the Recipient must have submitted Financial Information Returns (FIR) per Section 294(1) of the Municipal Act for the preceding two fiscal years.
- F3.2 **Financial Information Return Compliance.** If the Recipient does not submit the FIR in accordance with F3.1, without limiting the Province's rights under Article A13.0, the Province may suspend the payment of Funds until the FIR are satisfactorily completed.
- F3.3 **Compliance Audit.** Without limiting the generality of Article A7.0 (Reports, Accounting, and Review), the Recipient may be required to engage the services

of an external auditor to conduct a final compliance audit upon reaching the project completion date.

Additional compliance audits may be conducted by the Province at its sole discretion, for which the Recipient shall assist and disclose any information requested by any independent auditor.

F3.4 Requirements of Compliance Audit. Each compliance audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, each compliance audit will assess the Recipient's compliance with the terms of the Agreement and will prepare a report that addresses, without limitation:

- (a) whether the Funds were spent in accordance with the Agreement;
- (b) the progress or state of completion of the Project;
- (c) whether the financial information the Recipient provided to the Province was complete, accurate, and provided in a timely manner;
- (d) whether the Recipient's information and monitoring processes and systems are adequate to carry out its obligations under the Agreement;
- (e) the Recipient's overall management and administration of the Project;
- (f) recommendations for improvement or redress of non-compliance of the terms of the Agreement by the Recipient; and
- (g) whether the Recipient took timely corrective action on any prior audit findings, if any.

SCHEDULE “G” COMMUNICATIONS PROTOCOL

G1.0 DEFINITIONS

G1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“**Joint Communications**” means events, news releases, and signage that relate to the Agreement that are not operational in nature, and that are collaboratively developed and approved by the Province and the Recipient.

“**Communications Activities**” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials under the Agreement.

“**Contentious Issues**” means matters that are, or may reasonably be expected to be, of concern to the Legislative Assembly or the public, or are likely to result in inquiries being directed to the Minister or the provincial government.

Contentious Issues may be raised by:

- Members of the Legislative Assembly
- The public
- Media
- Stakeholders
- Service delivery partners

G2.0 PURPOSE

G2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to the Project.

G2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the public.

G2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

G3.0 GUIDING PRINCIPLES

- G3.1 **Information to public.** Communications Activities undertaken through this communications protocol should ensure that the public are informed about the Project and its benefits, including the ways in which the Project helps improve their quality of life.
- G3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.
- G3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province or, as applicable, the Committee.
- G3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties prior to being carried out.
- G3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.9.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule “D” (Eligible and Ineligible Costs).

G4.0 JOINT COMMUNICATIONS

- G4.1 **Subject Matter.** The Parties may have Joint Communications about the funding and status of the Project, including recognition of key project milestones.
- G4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of the Project should not occur without the prior knowledge and agreement of the Parties.
- G4.3 **Recognition of the Province’s Contributions.** All Joint Communications material must be approved by the Province and will recognize the Province’s contribution to the Project.
- G4.4 **Notice and Timing.** The Recipient and the Province may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days’ notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties.
- G4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party to choose to

participate and, if participating, to have their own designated representative quoted or present (in the case of an event).

- G4.6 **English and French.** The Province has an obligation to communicate in English and French. Communications products related to events must be bilingual in most instances. In such cases, the Province will provide the translation services and final approval on products.

G5.0 INDIVIDUAL COMMUNICATIONS

- G5.1 **The Province's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that the Province has the right to communicate information to Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.
- G5.2 **Restrictions.** Each Party may include an overview in respect of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and, if the communications are web- or social-media based, the ability to link to it.
- G5.3 **Publication.** The Recipient will indicate, in respect of the Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.
- G5.4 **Recognition in Documents.** In respect of the Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize the Province's respective financial contribution for the Project.
- G5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of the Project-related publications, whether written, oral, or visual, acknowledge the Province's support for the Project.

G6.0 OPERATIONAL COMMUNICATIONS

- G6.1 **Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of the Project, including but not limited to calls for tender, contract awards, and construction and public safety notices.

G7.0 MEDIA RELATIONS

G7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party if significant media inquiries are received or if emerging contentious issues arise in respect of a Project. Significant media inquiries include, but are not limited to, contentious media requests where either or both the province and the recipient are implicated. Note that any media request received by the Recipient that impacts or falls under the purview of the province (e.g., program guidelines, funding allocations) must be shared with the Province to determine who is best positioned to respond.

G8.0 SIGNAGE

G8.1 **Recognition of Funding Contribution.** The Parties agree that the Province and the Recipient may each have signage recognizing their funding contribution in respect of the Project.

G8.2 **Funding Recognition.** Unless otherwise agreed by the Province, the Recipient will produce and install a sign to recognize the funding contributed by the Province at the Project site in accordance with, as applicable, their current respective signage guidelines. Provincial sign design, content, and installation guidelines will be provided by the Province.

G8.3 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign once the sign has been installed.

G8.4 **Timing for Erection of Sign.** If erected, signage recognizing the Province's contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 90 days after construction is completed and the infrastructure is fully operational or opened for public use.

G8.5 **Size of Sign.** If erected, signage recognizing the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

G8.6 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of repair during the Project, or as otherwise agreed upon.

G9.0 ADVERTISING CAMPAIGNS

- G9.1 **Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that the Province may, at their own cost, organize an advertising or public information campaign in respect of the Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, the Province will inform the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

SCHEDULE “H”
INDIGENOUS CONSULTATION PROTOCOL

H1.0 INDIGENOUS CONSULTATION

- H1.1 Procedural Aspects of Consultation.** If consultation with Indigenous Communities is required, the Recipient agrees that:
- (a) the Province may delegate certain procedural aspects of the consultation to the Recipient; and
 - (b) the Province will provide the Recipient with an initial list of the Indigenous Communities the Recipient will consult.
- H1.2 Development of Indigenous Consultation Plan.** The Province, based on the scope and nature of the Project, may require the Recipient, in consultation with the Province, to develop and comply with an Indigenous consultation plan (“**Indigenous Consultation Plan**”).
- H1.3 Provision of Plan to Province.** If, pursuant to section H1.2, the Province provides Notice to the Recipient that an Indigenous Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Indigenous Consultation Plan.
- H1.4 Changes to Plan.** The Recipient agrees that the Province, in its sole discretion and from time to time, may require the Recipient to make changes to the Indigenous Consultation Plan.
- H1.5 Requirement for Indigenous Consultation Record.** If consultation with an Indigenous Community is required, the Recipient will maintain an Indigenous Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section F2.1.
- H1.6 Notification to and Direction from the Province.** The Recipient will immediately notify the Province:
- (a) of contact by Indigenous Communities regarding the Project; or
 - (b) of any Indigenous archaeological resources that are discovered in relation to the Project,
- and, in either case, the Recipient agrees that the Province may direct the Recipient to take such actions as the Province may require. The Recipient will comply with the Province's direction.

H1.7 **Direction from the Province and Contracts.** In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province as the Province may provide in accordance with section H1.6.

The Township of Cavan Monaghan

By-law No. 2025-45

Being a by-law to confirm the proceedings of the regular meeting of the Council of the Township of Cavan Monaghan held on the 6th day of October 2025

Whereas the Municipal Act, 2001, S.O., 2001, c.25, S.5, S. 8 and S. 11 authorizes Council to pass by-laws;

Now Therefore the Council of the Township of Cavan Monaghan hereby enacts as follows:

1. That the actions of the Council at its meeting held on the 6th day of October 2025 in respect to each recommendation and action by the Council, except where prior approval of the Ontario Land Tribunal or other statutory authority is required, are hereby adopted, ratified and confirmed.
2. That the Mayor and Clerk of the Township of Cavan Monaghan are hereby authorized and directed to do all things necessary to give effect to said actions or obtain approvals where required, to execute all documents as may be necessary, and the Clerk is hereby authorized and directed to affix the Corporate Seal to all such documents. Read a first, second and third time and passed this 6th day of October 2025.

Matthew Graham
Mayor

Cindy Page
Clerk