

CORPORATION OF THE MUNICIPALITY OF CALVIN

**AGENDA**  
**SPECIAL COUNCIL MEETING**  
**Thursday, February 17, 2022 at 7:00 p.m.**  
**ELECTRONICALLY**

**1. CALL TO ORDER**

**2. WRITTEN DISCLOSURE OF PECUNIARY/CONFLICT OF INTEREST**

**3. PETITIONS AND DELEGATIONS** None

**4. REPORTS FROM MUNICIPAL OFFICERS** None

**5. REPORTS FROM COMMITTEES** None

**6. ACTION LETTERS**

- A) Minutes of Council Meeting Adopt Minutes of Tuesday, February 8, 2022
- B) By-Law No. 2022-010 Use of Herbicides and Pesticides on Municipal Property By-Law
- C) By-Law No. 2022-011 Budget Policy By-Law
- D) By-law No 2022-012 Landfill Site Agreement Algonquin Provincial Park (Kiosk Access)  
Three (3) Year plus Three (3) Month Renewal
- E) By-law No 2022-013 Landfill Site Agreement Samuel De Champlain Provincial Park  
Three (3) Year Renewal
- F) By-law No 2022-014 Landfill Site Agreement Canadian Ecology Centre  
Three (3) Year Renewal
- G) By-Law No 2022-015 Agreement with Township of Bonfield for Wildlife Damage  
Compensation Investigators
- H) By-Law No 2022-016 Joint Election Compliance Audit Committee
- I) Municipality of Calvin – Councillor Brooker Discuss the Possibility of a Town Hall for Public Input
- J) Municipality of Calvin – Administration Borrowing Limit for a Municipal Visa Credit Card
- K) Cassellholme – Home for the Aged Update from Solicitor Review on Form of Guarantee

**7. INFORMATION LETTERS**

- A) Ministry of Municipal Affairs and Housing Feedback on Housing Supply
- B) Tribunals Ontario Appeals Resolution Strategy Update-(2017 Assessment Cycle –  
Taxation Years 2022, 2023
- C) Town of Bracebridge Joint and Several Liability Reform
- D) Mr. Richard Gould Cassellholme Redevelopment and Weighted Assessment
- E) Township of Limerick Gypsy Moth Spraying

- |     |                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| F)  | Town of Halton Hills                        | Dissolve Ontario Land Tribunal                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| G)  | North Bay Parry Sound District Health Unit  | 2022 Levy                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| H)  | Mattawa & Area Police Services Board        | 2022 Levy                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 8.  | <b>INFORMATION LETTERS AVAILABLE</b>        | None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 9.  | <del><b>OLD AND NEW BUSINESS</b></del>      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 10. | <del><b>ACCOUNTS APPROVAL REPORT</b></del>  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 11. | <b>CLOSED PORTION</b>                       | This Special Closed Meeting was called by Mayor Pennell to under the Municipal Act, 2001, ch. 25, as per Section 239 (2)(b) personal matters about an identifiable individual, including a municipal or local board employee and (2)(d) labour relations or employee negotiations RE: Municipal Administrator Position and Section 239 (2)(e) Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local boards RE: Stewarts Road. |
| 12. | <b>BUSINESS ARISING FROM CLOSED SESSION</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 13. | <b>NOTICE OF MOTION</b>                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 14. | <b>NEW - CONFIRMATORY BY-LAW</b>            | By-Law #2022-018 - Confirmatory By-Law                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 15. | <b>ADJOURNMENT</b>                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

CORPORATION OF THE MUNICIPALITY OF CALVIN  
MINUTES OF THE REGULAR COUNCIL MEETING TUESDAY, FEBRUARY 8, 2022

The regular meeting of Council was held this date by Zoom electronic meetings (due to Covid-19 pandemic). Present were Mayor Ian Pennell, Deputy Mayor Sandy Cross, Councillor Christine Shippam, Councillor Kim Brooker, Councillor Bart Castelijn, Clerk-Treasurer Cindy Pigeau, Administrative Assistant Aleysha Blake, Roads Superintendent Chris Whalley, Fire Chief Dean Maxwell and Landfill & Recreation Manager Jacob Grove.

Regrets: 0

Guests:0

The meeting was called to order at 7:00 p.m. by Mayor Ian Pennell

PECUNIARY/CONFLICT OF INTEREST:	None
PRESENTATIONS/DELEGATIONS:	None
REPORTS FROM MUNICIPAL OFFICERS:	-Chris Whalley, Roads Superintendent -Dean Maxwell, Fire Chief -Jacob Grove, Landfill and Recreation Manager -Shane Conrad, Chief Building Official – Written Report ONLY

2022-037      ADOPT MINUTES OF TUESDAY, JANUARY 25, 2022 COUNCIL MEETING

Moved by Coun Brooker and seconded by Coun Cross that the minutes of the regular meeting of Council held on Tuesday, January 25<sup>th</sup>, 2022 be hereby adopted and signed as circulated.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Brooker	Yea
Councillor Cross	Yea
Councillor Castelijn	Yea
Councillor Shippam	Yea
Mayor Pennell	Yea

Carried

2022-024      BY-LAW #2022-007 BEING A BY-LAW TO CODIFY HUMAN RESOURCES RECRUITMENT AND MANAGEMENT POLICIES

Moved by Coun Castelijn and seconded by Coun Shippam that being a by-law to codify human resources recruitment and management policies. This by-law received third and final reading on Tuesday, February 8<sup>th</sup>, 2022 and finally passed before an open Council on this date.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Brooker	Yea
Councillor Cross	Yea
Councillor Castelijn	Yea
Councillor Shippam	Yea
Mayor Pennell	Yea

Carried

2022-038      REVIEW OF COUNCIL REMUNERATION BY-LAW AS REQUIRED EVERY FOUR (4) YEARS (FOR DISCUSSION AND DIRECTIVES TO STAFF)

Moved by Coun Castelijn and seconded by Coun Shippam that Council review By-law No. 2018-003 which established council remuneration for the years 2018 – 2022 and provide to the Municipal Administrator and/or Clerk-Treasurer by the meeting of February 22, 2022 as to amendments to be made if any.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Brooker Yea  
Councillor Cross Yea  
Councillor Castelijn Yea  
Councillor Shippam Yea  
Mayor Pennell Yea  
Carried

2021-039 BY-LAW NO. 2022-009 BEING A BY-LAW TO PRESCRIBE STANDARD FOR THE MAINTENANCE AND OCCUPANCY OF BUILDINGS AND PROPERTY

Moved by Coun Cross and seconded by Coun Brooker that being a by-law to prescribe standards for the maintenance and occupancy of buildings and property. This by-law received 1<sup>st</sup> reading on Tuesday, February 8<sup>th</sup>, 2022 and will come before Council for a 2<sup>nd</sup>, 3<sup>rd</sup> and final reading on \_\_\_\_\_, 2022.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Brooker Yea  
Councillor Cross Yea  
Councillor Castelijn Yea  
Councillor Shippam Yea  
Mayor Pennell Yea  
Carried

2022-040 2022CT-09 – IMPROVED HYDRO RATES FROM ONTARIO WHOLESAL ENERGY

Moved by Coun Brooker and seconded by Coun Castelijn that Council would like to move forward with entering into a contract with Ontario Wholesale Energy for the supply of electricity for the Municipality of Calvin.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Brooker Yea  
Councillor Cross Nay  
Councillor Castelijn Yea  
Councillor Shippam Yea  
Mayor Pennell Nay  
Carried

2022-041 BY-LAW NO. 2022-010 BEING A BY-LAW TO PROVIDE FOR THE USE OF HERBICIDES AND PESTICIDES ON MUNICIPAL PROPERTY

Moved by Coun Cross and seconded by Coun Shippam (First Reading) Moved by Coun Cross and seconded by Coun Brooker (Second Reading) that being a by-law to provide for the use of herbicides and pesticides on municipal property. This by-law received 1<sup>st</sup> & 2<sup>nd</sup> reading on Tuesday, February 8<sup>th</sup>, 2022 and will come before Council for a 3<sup>rd</sup> and final reading on \_\_\_\_\_, 2022.

Recorded Vote as per Electronic Meeting Best Practices

First Reading

Councillor Brooker Yea  
Councillor Cross Yea  
Councillor Castelijn Yea  
Councillor Shippam Yea  
Mayor Pennell Yea  
Carried

Recorded Vote as per Electronic Meeting Best Practices

Second Reading

Councillor Brooker      Yea  
Councillor Cross        Yea  
Councillor Castelijn    Yea  
Councillor Shippam     Yea  
Mayor Pennell           Yea  
Carried

2022-042      BY-LAW NO. 2022-011 THAT BEING A BY-LAW TO ADOPT A POLICY REGARDING THE PASSING OF THE ANNUAL BUDGET FOR THE MUNICIPALITY OF CALVIN

Moved by Coun Castelijn and seconded by Coun Shippam that being a by-law to adopt a policy regarding the passing of the annual budget for the Municipality of Calvin. This by-law received 1<sup>st</sup> reading on Tuesday, February 8<sup>th</sup>, 2022 and will come before Council for a 2<sup>nd</sup>, 3<sup>rd</sup> and final reading on \_\_\_\_\_ 2022.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Brooker      Yea  
Councillor Cross        Yea  
Councillor Castelijn    Yea  
Councillor Shippam     Yea  
Mayor Pennell           Yea  
Carried

2022-043      2022-CT10 – RESOLUTION FOR PROPERTY TAXES IN ARREARS TWO YEARS AND OVER FOR TAX COLLECTION

Moved by Coun Shippam and seconded by Coun Cross That letters be issued in early 2022 to all property owners who are over two year in arrears on their property taxes as of February 1, 2022 allowing them ninety (90) days to: Pay up their outstanding property taxes in full, or Contact the Clerk-Treasurer within ninety (90) days to make written/signed arrangement to pay all outstanding taxes, plus and including any new taxes calculated as owing, within thirty-six (36) months from the date of the written and signed agreement, or If payment has not been received and/or written and signed payment arrangements have not been made within the ninety (90) days and/or payments as have been agreed upon have lapsed since previously made, the Clerk-Treasurer is hereby authorized to then proceed with registering a tax arrears certificate against the property which would initiate tax sale proceedings.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Brooker      Yea  
Councillor Cross        Yea  
Councillor Castelijn    Yea  
Councillor Shippam     Yea  
Mayor Pennell           Yea  
Carried

2022-044      BY-LAW NO. 2022-012 BEING A BY-LAW TO ENTER INTO AN AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF CALVIN AND THE ALGONQUIN PROVINCIAL PARK ACCESS (LANDFILL)

Moved by Coun Castelijn and seconded by Coun Brooker (First Reading) Moved by Coun Castelijn and seconded by Coun Shippam (Second Reading) that being a by-law to enter into an agreement between the Corporation of the Municipality of Calvin and the Algonquin Provincial Park Access (Landfill). This by-law received 1<sup>st</sup> & 2<sup>nd</sup> reading on Tuesday, February 8<sup>th</sup>, 2022 and will come before Council for a 3<sup>rd</sup> and final reading on \_\_\_\_\_, 2022.

Recorded Vote as per Electronic Meeting Best Practices

First Reading

Councillor Brooker      Yea  
Councillor Cross        Yea  
Councillor Castelijn    Yea  
Councillor Shippam     Yea  
Mayor Pennell            Yea  
Carried

Recorded Vote as per Electronic Meeting Best Practices

Second Reading

Councillor Brooker      Yea  
Councillor Cross        Yea  
Councillor Castelijn    Yea  
Councillor Shippam     Yea  
Mayor Pennell            Yea  
Carried

2022-045      BY-LAW NO. 2022-013 BEING A BY-LAW TO ENTER INTO AN AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF CALVIN AND SAMUEL de CHAMPLAIN PROVINCIAL PARK (LANDFILL)

Moved by Coun Cross and seconded by Coun Brooker (First Reading) Moved by Coun Brooker and seconded by Coun Shippam (Second Reading) that being a by-law to enter into an agreement between the Corporation of the Municipality of Calvin and the Samuel de Champlain Provincial Park (Landfill). This by-law received 1<sup>st</sup> & 2<sup>nd</sup> reading on Tuesday, February 8<sup>th</sup>, 2022 and will come before Council for a 3<sup>rd</sup> and final reading on \_\_\_\_\_, 2022.

Recorded Vote as per Electronic Meeting Best Practices

First Reading

Councillor Brooker      Yea  
Councillor Cross        Yea  
Councillor Castelijn    Yea  
Councillor Shippam     Yea  
Mayor Pennell            Yea  
Carried

Recorded Vote as per Electronic Meeting Best Practices

Second Reading

Councillor Brooker      Yea  
Councillor Cross        Yea  
Councillor Castelijn    Yea  
Councillor Shippam     Yea  
Mayor Pennell            Yea  
Carried

2022-046      BY-LAW NO. 2022-014 BEING A BY-LAW TO ENTER INTO AN AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF CALVIN AND CANADIAN ECOLOGY CENTRE (LANDFILL)

Moved by Coun Castelijn and seconded by Coun Cross (First Reading) Moved by Coun Cross and seconded by Coun Brooker (Second Reading) that being a by-law to enter into an agreement between the Corporation of the Municipality of Calvin and the Canadian Ecology Centre (Landfill). This by-law received 1<sup>st</sup> & 2<sup>nd</sup> reading on Tuesday, February 8<sup>th</sup>, 2022 and will come before Council for a 3<sup>rd</sup> and final reading on \_\_\_\_\_, 2022.

Recorded Vote as per Electronic Meeting Best Practices

First Reading

Councillor Brooker      Yea  
Councillor Cross        Yea  
Councillor Castelijn    Yea  
Councillor Shippam     Yea  
Mayor Pennell          Yea  
Carried

Recorded Vote as per Electronic Meeting Best Practices

Second Reading

Councillor Brooker      Yea  
Councillor Cross        Yea  
Councillor Castelijn    Yea  
Councillor Shippam     Yea  
Mayor Pennell          Yea  
Carried

2022-047      INSURANCE PROPOSAL RESULTS

Moved by Coun Shippam and seconded by Coun Castelijn that whereas Council acknowledges the following bids were received for the Response to Proposal CAL-INS-2022 for Municipal Insurance:

1. MIS Municipal Insurance Services      \$39,303.00 (HST Included)
2. Aon Reed Stenhouse Inc.                      \$0.00

A response was not received from the third vendor that the Request for Proposal was sent out to.

And whereas the Clerk-Treasurer recommends that we accept the response provided MIS Municipal Insurance Services for our Municipal Insurance. The response provided by Aon Reed Stenhouse was that they did not have enough time to prepare a response. And whereas the Municipality of Calvin has been a client of MIS Municipal Insurance Services for over 15 years with response times for requests for service being excellent. Now therefore be resolved that Council authorizes the Clerk-Treasurer to proceed with moving forward with awarding the contract for the Municipality of Calvin's Municipal Insurance to MIS Municipal Insurance Services.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Brooker      Yea  
Councillor Cross        Yea  
Councillor Castelijn    Yea  
Councillor Shippam     Yea  
Mayor Pennell          Yea  
Carried

2022-048      BY-LAW NO. 2022-015 BEING A BY-LAW TO ENTER INTO AN AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF CALVIN AND THE TOWNSHIP OF BONFIELD FOR WILDLIFE DAMAGE COMPENSATION INVESTIGATORS

Moved by Coun Cross and seconded by Coun Castelijn (First Reading) Moved by Coun Brooker and seconded by Coun Shippam (Second Reading) that being a by-law to enter into an agreement between the Corporation of the Municipality of Calvin and the Township of Bonfield. This by-law received 1<sup>st</sup> & 2<sup>nd</sup> reading on Tuesday, February 8<sup>th</sup>, 2022 and will come before Council for a 3<sup>rd</sup> and final reading on \_\_\_\_\_, 2022.

Recorded Vote as per Electronic Meeting Best Practices

First Reading

Councillor Brooker      Yea  
Councillor Cross        Yea  
Councillor Castelijn    Yea  
Councillor Shippam     Yea  
Mayor Pennell          Yea  
Carried

Recorded Vote as per Electronic Meeting Best Practices

Second Reading

Councillor Brooker      Yea  
Councillor Cross        Yea  
Councillor Castelijn    Yea  
Councillor Shippam     Yea  
Mayor Pennell          Yea  
Carried

2022-049      CONSENT NO. 2022-02 & 2022-03 – MEINDERSMA-MISSAGHI

Moved by Coun Brooker and seconded by Coun Shippam that wheras applications for Consent No. 2022-02 and 2022-03 in the name of Meindersma-Missaghi have been filed with the East Nipissing Planning Board on land know as Concession 06 Lot 11, Municipality of Calvin along Suzannes Rd, to sever two (2) 20 acres lots (application 2022-02 and 2022-03, respectively) from the 100 acres of Con 6 lot 11 and retain approximately 60 acres in the Municipality of Calvin, where Suzannes Road is a year round maintained road; Now therefore the Council of the Municipality of Calvin resolves that:

1. It is recommended that the East Nipissing Planning Board give provisional consent to this application and;
2. A copy of the completed survey for the new lots and right of way shall be provided to the municipality, in both digital format and hard copy, and;
3. That the 5% Cash In Lieu shall apply to the two (2) newly created lots and is payable in full to the municipality as a requirement of consent.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Brooker      Yea  
Councillor Cross        Yea  
Councillor Castelijn    Yea  
Councillor Shippam     Yea  
Mayor Pennell          Yea  
Carried

2022-050      BY-LAW NO. 2022-016 BEING A BY-LAW TO AUTHORIZE THE ESTABLISHMENT OF THE JOINT ELECTION COMPLIANCE AUDIT COMMITTEE AND TO APPOINT ITS COMMITTEE MEMBERS FOR THE 2022 MUNICIPAL ELECTIONS

Moved by Coun Cross and seconded by Coun Shippam (First Reading) Moved by Coun Shippam and seconded by Coun Brooker (Second Reading) that a by-law to authorize the establishment of the joint election compliance audit committee and to appoint its committee members for the 2022 municipal elections. This by-law received 1<sup>st</sup> & 2<sup>nd</sup> reading on Tuesday, February 8<sup>th</sup>, 2022 and will come before Council for a 3<sup>rd</sup> and final reading on \_\_\_\_\_, 2022.



Recorded Vote as per Electronic Meeting Best Practices

First Reading

Councillor Brooker      Yea  
Councillor Cross        Yea  
Councillor Castelijn    Yea  
Councillor Shippam     Yea  
Mayor Pennell           Yea  
Carried

Recorded Vote as per Electronic Meeting Best Practices

Second Reading

Councillor Brooker      Yea  
Councillor Cross        Yea  
Councillor Castelijn    Yea  
Councillor Shippam     Yea  
Mayor Pennell           Yea  
Carried

2022-051        SUPPORT FOR THE PROVINCIAL OFFENCES ACT COURTS IN CRISIS

Moved by Coun Castelijn and seconded by Coun Cross That Council hereby supports the Town of Caledon and the Town of Mono Letter to the Honourable Doug Downey, Attorney General, Ministry of the Attorney General supporting the current crisis in the Provincial Offences Act courts.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Brooker      Yea  
Councillor Cross        Yea  
Councillor Castelijn    Yea  
Councillor Shippam     Yea  
Mayor Pennell           Yea  
Carried

2022-052        PUBLIC INPUT INTO ONTARIO PROVINCIAL POLICE SERVICES

Moved by Coun Castelijn and seconded by Coun Cross that as per the inquiry from the Township of Papineau-Cameron regarding any concerns the surrounding Municipalities have regarding the service being provided by the Ontario Provincial Police, Council requests that Staff ask for the public's input into this matter by putting the request in the February 2022 flyer.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Brooker      Yea  
Councillor Cross        Yea  
Councillor Castelijn    Yea  
Councillor Shippam     Yea  
Mayor Pennell           Yea  
Carried

2022-053        CLOSED PORTION

Moved by Coun Brooker and seconded by Coun Shippam that this portion of the meeting now be closed under the Municipal Act, 2001, ch. 25, as per Section 239 (2)(b) personal matters about an identifiable individual, including a municipal or local board employee and (2)(d) labour relations or employee negotiations RE: Municipal Administrator Candidates, Clerk-Treasurer Position and Administrative Assistant Probationary Period.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Brooker Yea  
Councillor Cross Yea  
Councillor Castelijn Yea  
Councillor Shippam Yea  
Mayor Pennell Yea  
Carried

2022-054 EXTEND BEYOND 11PM

Moved by Coun Brooker and seconded by Coun Cross that this regular meeting of Council will extend past the 11:00pm adjournment designation for an extra 1 hour until 12:00am (midnight).

Recorded Vote as per Electronic Meeting Best Practices

Councillor Brooker Yea  
Councillor Cross Yea  
Councillor Castelijn Yea  
Councillor Shippam Yea  
Mayor Pennell Yea  
Carried

2022-055 OUT OF CLOSED PORTION

Moved by Coun Castelijn and seconded by Coun Cross that be it resolved that the Council for the Corporation of the Municipality of Calvin arise from Closed Session at 11:01 p.m. and report as follows: That Council discussed Municipal Administrator candidates, the Clerk-Treasurer position and the Administrative Assistant Probationary period.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Brooker Yea  
Councillor Cross Yea  
Councillor Castelijn Yea  
Councillor Shippam Yea  
Mayor Pennell Yea  
Carried

2022-056 BY-LAW #2022-017 BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL (FEBRUARY 8, 2022 – REGULAR MEETING OF COUNCIL)

Moved by Coun Shippam and seconded by Coun Brooker (First Reading), Moved by Coun Cross and seconded by Coun Brooker, (Second Reading), Moved by Coun Shippam and seconded by Coun Castelijn (Third and Final Reading) that being a by-law to confirm the proceedings of Council (February 8, 2022 – Regular Meeting of Council). This by-law received first, second, third and final reading on Tuesday, February 8, 2022 and finally passed before an open Council on this date.

Recorded Vote as per Electronic Meeting Best Practices

First Reading

Councillor Brooker Yea  
Councillor Cross Yea  
Councillor Castelijn Yea  
Councillor Shippam Yea  
Mayor Pennell Yea  
Carried

Recorded Vote as per Electronic Meeting Best Practices

Second Reading

Councillor Brooker	Yea
Councillor Cross	Yea
Councillor Castelijn	Yea
Councillor Shippam	Yea
Mayor Pennell	Yea
Carried	

Recorded Vote as per Electronic Meeting Best Practices

Third Reading

Councillor Brooker	Yea
Councillor Cross	Yea
Councillor Castelijn	Yea
Councillor Shippam	Yea
Mayor Pennell	Yea
Carried	

2022-057      ADJOURNMENT

Moved by Coun Cross and seconded by Coun Brooker that be it resolved that this regular meeting of Council now be adjourned at 11:07 p.m.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Brooker	Yea
Councillor Cross	Yea
Councillor Castelijn	Yea
Councillor Shippam	Yea
Mayor Pennell	Yea
Carried	

---

Mayor

---

Clerk

**THE CORPORATION OF THE MUNICIPALITY OF CALVIN**

**BY-LAW NO. 2022-010**

**BEING A BY-LAW TO PROVIDE FOR THE USE OF HERBICIDES AND PESTICIDES ON MUNICIPAL PROPERTY**

**WHEREAS** Section 2 of the Municipal Act, 2001, S.O. 2001, c. 25 as amended, provides that municipalities are created to be responsible and accountable governments for matters within their jurisdiction and are given powers and duties by statute for purposes which include fostering the current and future environmental well-being of the municipality;

**AND WHEREAS** Council has determined that the proposed regulation of herbicide and pesticide use on Municipal property by by-law will enhance and will not conflict with Ontario's Cosmetic Pesticides Ban Act;

**NOW THEREFORE BE IT ENACTED** as a By-law of this Corporation as follows:

1. There will be no use of herbicides or pesticides on Municipal property with limited exceptions (ie. Hydro One). Permission must be obtained from the Municipality BEFORE USE with these limited exceptions.
2. Staff is to refer any complaints regarding the use of herbicides and pesticides to the Ministry of the Environment's Public Information Centre: 1-800-565-4923 or 416-325-4000 pertaining to the Province of Ontario's Cosmetic Pesticides Ban Act.

Read a first time this 8<sup>th</sup> day of February, 2021.

Read a second time this 8<sup>th</sup> day of February, 2021.

Read a third time and finally passed in open council this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk-Treasurer

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

BY-LAW NO. 2022-011

**BEING A BY-LAW TO ADOPT A POLICY REGARDING THE PASSING OF THE ANNUAL BUDGET FOR THE MUNICIPALITY OF CALVIN.**

WHEREAS per Section 290 (1) of the Municipal Act, 2001, S.O. 2001, c.25, a Municipality shall, in the year or the immediately preceding year, prepare and adopt a budget including estimates of all sums required during the year for the purposes of the Municipality.

AND WHEREAS section 290 (1.1) for a year immediately following a year in which a regular election is held, a budget may only be adopted in the year to which the budget applies, meaning that during an election year the budget cannot be passed for the subsequent year.

AND WHEREAS the Council of the Municipality of Calvin deems it advisable to adopt a Policy under Responsible and Flexible Government regarding the passing of the annual budget;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF CALVIN HEREBY ENACTS AS FOLLOWS:**

1. That the Policy regarding passing the annual budget, be hereto attached as Schedule "A".

And

2. That this by-law shall come into full force and effect immediately upon final passing of same.

READ A FIRST TIME THIS \_8th\_ day of \_February\_, 2022.

READ A SECOND AND THIRD TIME AND FINALLY PASSED BEFORE AN OPEN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK- TREASURER



# Municipality of Calvin Budget Policy

## BACKGROUND

The Municipality of Calvin is committed to delivering a financially sustainable operating and capital budget for ratepayers', that is aligned with the Municipality's Strategic Plan, in a manner that is open and transparent to the public.

## PURPOSE

The Budget Policy establishes the criteria for the budget preparation and for the budget deliberation process, within the specified timeframes for the general ratepayers' and the water and wastewater users' operating and capital budgets. This policy applies to all municipal departments and agencies, boards and commissions which are comprised in the consolidated financial reporting requirements.

The objective of this Policy is to ensure that budgets and financial reporting are prepared and delivered in accordance with the established guidelines and timeframes adopted by Council.

The Policy:

1. Links accountability with the responsibility for service delivery.
2. Provides the mechanisms to deal with exceptions from planned service delivery.
3. Outlines the means to give early warnings of budget deficits and surpluses and to identify opportunities to redirect allocated funding.

## LEGISLATIVE FRAMEWORK

As per Section 290 (1) of the Municipal Act, a Municipality shall, in the year or the immediately preceding year, prepare and adopt a budget including estimates of all sums required during the year for the purposes of the Municipality. As per Section 290 (1.1) for a year immediately following a year in which a regular election is held, a budget may only be adopted in the year to which the budget applies, meaning that during an election year the budget cannot be passed for the subsequent year.

## DEFINITIONS

**Annualized Costs:** Costs which were approved in prior year's budget for a duration of less than twelve months that are converted for a costing representing a full year and be included in the Base Level Budget.

**Base Level Budget:** The starting budget level that includes the prior year's cost of providing all

services and goods approved in the prior year budget for all recurring services, with the costs adjusted to reflect annualized costs, inflation, price changes in accordance with agreements and capital impacts.

**Budget Assumptions:** The factors that have been used to calculate costs that are unknown at the time of budgeting. Examples of Budget Assumptions would include the basis for the cost-of-living increases, changes to utility costs, and limitations of expenditures such as annual professional development.

**Capital Budget:** An estimate of expenditures for capital costs as per the capitalization threshold indicated in the Tangible Capital Asset Policy.

**Capital Impacts:** The impact of changes to the operating budget of as a result of new capital projects. Those impacts must be costed out within the correct functional unit to include the adjusted costs from the capital projects.

**Operating Budget:** a budget that funds the day-to-day operations of the Municipality that includes expenses such as personnel, utilities, and municipal reserves.

**Pre-Approved Costs:** All costs which have been pre-approved by Council for the subsequent year that will be incorporated into the base level budget.

## REQUIREMENTS

### 1. General Policy Requirements

The Treasurer will prepare the budget templates for all Departments and consolidate the draft budget. The budget will be defined by component and by department. The budget will be grouped by strategic objectives.

Submissions to Council from Department Heads must first be endorsed by the Municipal Administrator.

### 2. Budget Timeframe

Council commits to the next phase of implementation of the strategic plan in the spring of each year.

Staff prepare draft budgets by the end of October that year.

The draft budgets are submitted to Council with a report in mid-November. The Report to Council will include a tax impact analysis based on the staff recommended budget. Council will then either agree with the draft or give direction for adjustments or fine tuning.

All budgets shall be passed before the end of **December** of each year for the subsequent fiscal year with the exception of an election year. As stated under the legislative and administrative authorities, the budget during an election year can be prepared by December but it can only be adopted in the current year by the new term of Council. **The adoption shall take place before March 31 in the current year by the new Council.**

To accommodate this schedule, the strategic priorities of Council must be defined no later than August of each year for the subsequent fiscal year.

Recognizing that the financial statements representing the actuals for the full year will not yet be finalized, staff will be responsible for providing forecasts of fourth quarter expenditures, to provide Council with a good understanding of the estimated annual costs for comparative purposes when reviewing the next year's budget.

Amendments to the budgets may be required if there are significant changes to key components of the budget, such as government funding amounts, or levies. These adjustments would need to be done before the final tax bills go out for the year.

### **3. Public Consultation**

The Municipality will welcome ideas from the public throughout the month of September and host one (1) public input session.

The Municipality will permit written submissions to the Municipal Clerk and in person or electronic delegations not to exceed five minutes.

### **4. Operating Budget Preparation**

The Municipal Administrator will meet with each department, starting in September, to begin the budgetary process. The Municipal Administrator will be responsible for verifying timing and costs.

The Department Head will work with the Municipal Administrator to identify any external funding sources that may be applicable.

Administration will present to Council a budget that is in compliance with the *Municipal Act, 2001*. The budget will contain adjustments to reflect inflationary pressures and strategic initiatives that would further adjust the budget requirement. It will also consider new or changed legislation and the ongoing costs associated with existing service levels.

*Budget Assumptions:* The Municipal Administrator will prepare the assumptions in conjunction with the Department Heads and provide a report to Council for approval.

- Revenues from property taxes would be calculated based upon the Preliminary Assessment Growth and Value Change Information from OPTA instead of the MPAC annual assessment roll that is not available until November of each year.
- The Cost-of-Living adjustments is based upon the Statistics Canada Consumer Price Index (CPI) numbers for a specified time period. Staff will be utilizing annual August CPI as the base increase, based on all-items from Statistics Canada
- Levies from local Boards and external services (i.e. District Social Services Board (DSSAB), Health Unit, Cassellholme, and Conservation Authority) would be estimated each year, based on the average percentage increase in the last three (3) years, plus a cost of living increase.
- Other contracted services that vary from year to year based on costs incurred, would be estimated based on a calculation of historic costs plus an average percentage increase.



- Contingency amount will be \$40,000 to provide for the greater chance of unexpected adjustments.

*New Service Levels:* Department Heads shall identify new programs and/or service levels and provide estimated costs and justifications for the changes. These will be dealt with on an individual basis during budget deliberations. Together, the Municipal Administrator and the Department Heads shall evaluate each new program and/or service enhancement based on immediacy and need by considering each of these factors:

1. Legislative requirements including health and safety measures
2. Priorities identified within the Strategic Plan
3. Priorities identified within the Asset Management Plan as per lifecycle costing and risk assessment
4. Capital impacts
5. Growth adjustments
6. Cost savings, inherent efficiencies, and potential revenue generation

The Municipal Administrator and Department Heads shall review all program and/or service levels for potential cuts or rationalization, for final recommendation to Council.

**Changes to Services Levels:** Any changes of service levels must be completed before the end of August of each year. The changes must outline the benefits to the community and the costing of the proposed enhanced services. The changes to the service levels would be costed out separately from the base level budget. If the changes are approved by Council, they will be added to the base level budget. The Treasurer will track the changes to the service levels for budgetary purposes.

## 5. Amendments to Operating Budget

Amendments to the budget can be brought forward if the budget line estimate differs from the confirmed revenues or expenditures by 10% or above or below \$10,000. A report to Council will be brought forward by the Municipal Administrator of the recommendations to those changes and its funding sources.

A summary of budget changes to the approved amount, in accordance with the above, will be provided to Council with the quarterly variance report.

Exceptions to the above approvals will occur when Section 275 of the Municipal Act regarding Restricted Acts after nomination day is in effect. The upper limit for any approvals shall be as stated in the Act.

## 6. Capital Budget Preparation

Each Department shall prepare and submit annually to the Municipal Administrator their Capital Budget requests and 5-year forecasts on the forms and in the format prescribed by the Municipal Administrator.

Each Capital Budget and Forecast shall include:

- a) The responsible department
- b) The service or program within the department to which the project applies
- c) The year of initiation of the project
- d) The flexibility in the timing of the project (e.g. if there is a reason that it must go forward in a certain year due to legislated requirements, development or safety)
- e) An indication of whether the project is growth related and will have growth funding
- f) A project name which shall be consistent throughout all studies and municipal documents
- g) A brief description of the project which should identify the objectives of the project and describe how the objectives are achieved, including the need for the project
- h) The Strategic Plan objectives that the project is related to
- i) Whether the equipment is identified for replacement in that given year, in the twenty-year operations and fire equipment replacement plans
- j) An indication of the project priority ranking, following the ranking system in place
- k) Priority comment that provides the rationale for the assigned ranking
- l) A detailed estimate of each project's costs net of HST rebates, including a breakdown by year for multi-year projects
- m) The financing of each project, including any known information regarding grants/subsidies, direct developer contributions, external contributions or other (the Finance Department will complete the remaining financing breakdown).
- n) An identification of operating impacts/expenditures that result from the capital project, including any additional transfers to reserves required due to increased need for replacement of new equipment and/or new facility components that will be required in the future. At least one full year of operating costs/revenues will need to be estimated. Any savings due to upgrades should be identified.
- o) The capital project shall reference the priority within the asset management plan and provide asset attributes such as the condition of the asset, the risk assessment, and any other pertinent information to justify the rationale for the project.

The Municipal Administrator will recommend financing options, if necessary.

Until the capital budget has been approved by Council, no department will begin any capital project that was not authorized in prior years unless:

- a) Approval was granted by Council through a report outside of the budget process prepared by the Manager or Municipal Administrator requiring the expenditure; or
- b) An emergency occurs requiring capital repairs and the purchase was approved through the processes outlined in the Municipality's Procurement Policy.

## **7. Changes to Capital Budget**

All changes to the capital budget will be summarized by project and will indicate the original budget amount and the revised budget amount for Council's approval.

## **8. Other Policies**

The annual budget shall comply with other related policies which include the following:

- i) Asset Management Policy
- ii) Fees and Charges By-Law
- iii) Investment Policy
- iv) Procurement Policy

## 9. Financial and Statistical Reporting

The Municipal Administrator shall provide financial statements to Department Heads monthly, no later than the second Friday of the following month. The Municipal Administrator will review financial statements quarterly with all Departments and assist in analysis of accounts and preparing forecast changes to the budget, as required. A quarterly report will be presented to Council which highlights the variances and potential changes to the budget. Key Performance Indicators and statistical information will also be presented to Council at this time. The quarterly report shall also include any necessary recommendations from staff to alter the budget, as appropriate.

## 10. Final Approval

The intent is for the overall capital and operating budget for the general ratepayers' rates be approved by Council in December. The tax rates and levy By-law will be passed no later than the end of March, to account for discrepancies with Agencies, Boards and Commissions.

## **POLICY IMPLICATIONS**

This Policy applies to all staff, boards, and agencies responsible for budget management or spending decisions that impact Municipal resources.

**Council:** Council adopts the annual changes to the strategic plan/term plans and adopts the budgets.

**Municipal Administrator:** The Municipal Administrator is accountable to Council for financial planning, spending, revenue generating and service delivery performance against their approved budgets, delivers the budget assumptions and presents the budget to Council.

**Department Heads:** The Department Heads are accountable to the Municipal Administrator and will prepare their budgets by no later than October of each year. They are also responsible for developing their quarterly financial and statistical reports.

**Treasurer:** The Treasurer is accountable for ensuring adherence to statutory and policy requirements governing use of funds and for budgeting reporting, as provided for in the *Municipal Act, 2001*, Section 286. The Municipal Administrator is also responsible for administering all necessary transfers between reserves and reserve funds and the operating fund in accordance with Council direction.

**Other Staff:** Department Heads will request assistance from other staff members to provide costing information on various projects and seek their input with their professional development needs.

## **REVIEW AND UPDATE**

This Policy shall be reviewed at a minimum of an annual basis and will be updated as needed.

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

BY-LAW NO. 2022-012

**BEING A BY-LAW TO ENTER INTO AN AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF CALVIN AND THE ALGONQUIN PROVINCIAL PARK ACCESS (Landfill)**

WHEREAS THE MUNICIPAL ACT S.O. 2001, c. 25 authorizes municipalities to enter into an agreement,

AND WHEREAS the Council of the Corporation of the Municipality of Calvin deems it advisable to enter into an agreement with Algonquin Provincial Park Access for acceptance of waste generated at Algonquin Provincial Park Access at the Calvin Municipal Landfill Site.

NOW THEREFORE THE Council of the Municipality of Calvin ratifies the attached agreement as follows:

- 1) That the Mayor and the Clerk are designated as the signing officers and are authorized to execute an agreement on behalf of the Corporation of the Municipality of Calvin.
- 2) That the “Agreement between the Corporation of the Municipality of Calvin and Algonquin Provincial Park Access” be hereto attached and form part and parcel of this by-law as Schedule “A”

This agreement shall be enacted and in effect upon the signing thereof.

**READ A FIRST TIME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

**READ A SECOND TIME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK-TREASURER

**READ A THIRD TIME AND FINALLY PASSED BEFORE AN OPEN COUNCIL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK-TREASURER

THIS AGREEMENT made the 1st day of February, 2022

LANDFILL AGREEMENT

BETWEEN:

**THE CORPORATION OF THE MUNICIPALITY OF CALVIN**  
(herein after called "Calvin")

and

**ALGONQUIN PROVINCIAL PARK ACCESS**

Which includes Kioshkokwi Lake Access Point, Ministry of Natural Resources leaseholders on Kioshkokwi Lake and the Ontario Ranger Camp on Kioshkokwi Lake  
(hereinafter called "the Park")

WHEREAS "Calvin" owns and operates a municipal landfill site within its municipal boundaries (herein after called "the landfill site")

AND WHEREAS "the Park", located in Algonquin Park, produces waste;

AND WHEREAS "the Park" has requested that "Calvin" accept its waste at the landfill site;

AND WHEREAS "waste" in this agreement means all garbage excluding recyclables and hazardous waste;

NOW THEREFORE in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt whereof is hereby acknowledged, "Calvin" and "the Park" agree as follows:

1. TERM

1.1 This Agreement shall be for a **three (3) year and three (3) month period commencing on the 1<sup>st</sup> day of January, 2022 and ending the 31<sup>st</sup> day of March, 2025.**

1.2 This Agreement shall not create any obligation on behalf of "Calvin" to renew or extend the term of this Agreement.

2. SERVICES

2.1 "Calvin" agrees to accept from "the Park" waste generated at "the Park" excluding recyclables.

- 2.2 “The Park” shall be responsible for the transportation of the waste to the landfill site as necessary during the term of this Agreement.
- 2.3 This agreement shall not create or be deemed to create any obligation on behalf of “Calvin” to accept waste beyond the term specified in paragraph 1.1.

### 3. OWNERSHIP AND LIABILITY OF THE WASTE

- 3.1 “The Park” agrees that it shall assume full responsibility and liability for the transportation of the waste to and from (where specific waste is not accepted) the landfill site. At all times during transportation, the waste shall be owned by “the Park”.
- 3.2 “The Park” agrees that it shall operate in full compliance with all required government approvals and that the waste transported from “the Park” and to the landfill site, shall be limited to that generated by “the Park”.
- 3.3 “The Park” agrees that all waste delivered to the landfill site will be domestic waste only and “Calvin” retains the right to deny any waste that is not domestic.
- 3.4 Calvin reserves the right to refuse a bin of waste from “the Park” for any excess contamination of recyclable material, tires, electronic waste or hazardous waste. These items are separate from normal waste as per existing programs.

### 4. AUTHORIZATIONS

- 4.1 “The Park” warrants, and it is a condition precedent to the obligations of “Calvin” under this Agreement, that it has all authorizations, including any required permits and certificates, to transport waste to the landfill site.
- 4.2 “Calvin” warrants that it has all authorizations including any required licenses, certificates of approval, permits and consents necessary to accept the waste at its landfill site.

### 5. PAYMENT FOR SERVICES

- 5.1 “The Park” agrees to pay “Calvin” the applicable posted landfill “tipping fees” for all waste transported and received at the landfill site. The tipping fee schedule is available for inspection at the landfill site and is subject to change.
- 5.2 “The Park” also agrees to pay “Calvin” the sum of **\$2,600 for 2022**, per annum in addition to the tipping fees, invoiced annually by “Calvin” and beginning for the period starting January 1, 2022 and ending on March 31, 2023.
- 5.3 “The Park” also agrees to pay “Calvin” the sum of **\$2,650 for 2023**, per annum in addition to the tipping fees, invoiced annually by “Calvin” and beginning for the period starting April 1, 2023 and ending on March 31, 2024.
- 5.4 “The Park” also agrees to pay “Calvin” the sum of **\$2,700 for 2024**, per annum in addition to the tipping fees, invoiced annually by “Calvin” and beginning for the

period starting April 1, 2024 and ending on March 31, 2025.

6 INDEMNITY

- 6.1 “The Park” shall indemnify and hold harmless “Calvin”, its officers, employees and agents from and against any and all claims, fines, penalties, liabilities, damages, losses or judgments, including costs and expenses against, or be charged to or recoverable from “Calvin” for any reason arising out of, or in any way connected with, the furnishings of the services under this Agreement except to the extent that they are due to negligence, fault, or willful act of “Calvin” or any of its officers, employees or agents.
- 6.2 Without limiting the generality of paragraph 6.1, “the Park” shall indemnify and hold harmless “Calvin”, its officers, employees, and agents from and against any and all claims, fines, penalties, liabilities, damages, losses and judgments, including costs and expenses against, or be charged to or recoverable from “Calvin” for any reason arising out of any injury sustained by “the Park’s” employees while attending the landfill site except to the extent that they are due to the negligence, fault, or willful act of “Calvin” or any of its officer, employees or agents.

7. TERMINATION ON DEFAULT

- 7.1 If either party is in default of any of its obligations under this Agreement and fails to correct or commence and diligently pursue correction of such default within ten (10) days after having received notice thereof the non-defaulting party shall, in addition to any other rights which it may have at law or equity with respect to such default, be entitled to terminate this Agreement without further notice.
- 7.2 Either party to this Agreement may at any time amend or terminate this Agreement upon 60 days’ written notice. The Municipality of Calvin may suspend services or any portion thereof at any stage by providing a notice in writing to “the Park”. Upon receipt of such written notice, it is agreed that the Municipality shall perform no further services other than those reasonably necessary to close out the services of this Agreement.

8. ASSIGNMENT

- 8.1 “The Park” may not assign any of its rights or obligations under this Agreement without prior written consent of “Calvin”.
- 8.2 This Agreement constitutes the entire Agreement between “the Park” and “Calvin” with respect to the subject matter hereof. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, between the parties other than as expressly set forth in this Agreement.

9. AMENDMENTS AND WAIVERS

9.1 No amendment to the Agreement will be valid or binding unless it is in writing and duly executed by the parties hereto. No waiver of any breach of any provision of this Agreement will be effective or binding unless it is in writing and signed by the party purporting to give such waiver and, unless otherwise provided, will be limited to the specific breach waived.

10. FURTHER ASSURANCES

10.1 The Parties will, from time to time, execute and deliver all such further documents and instruments and do all acts and things as the other party may reasonably require to effectively carry out the provisions of this Agreement.

11. GOVERNING LAW

11.1 This agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable herein.

12. NOTICES

12.1 Any notice or other communication which may be given by either of the parties to this Agreement to the other shall be deemed to have been given and received three (3) business days after such communication is mailed by registered mail addressed in the case of:

Kiosk Access, at:

Raymond Bastien (MNR); Kiosk Group Leader  
6905 Highway 17 East  
P.O.Box 460  
Mattawa, Ontario  
POH 1V0

“Calvin”, at:

Corporation of the Municipality of Calvin  
1355 Peddlers Dr.  
R.R. #2  
Mattawa, Ontario  
POH 1V0

Attention: Cindy Pigeau, Clerk - Treasurer

12.2 The parties may change the above addresses by notice in writing in the manner hereinbefore provided. Any notice or other communication may also be given by delivery at the above addresses and shall be deemed to have been given and received at the time of such delivery.



IN WITNESS WHEREOF each of the parties has duly executed this Agreement under the hands of its authorized signing officers.

For the  
Corporation of the Municipality of  
Calvin

For the  
Algonquin Provincial Park Access

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Authorized Signing Authority

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Clerk - Treasurer

\_\_\_\_\_  
Authorized Signing Authority

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

BY-LAW NO. 2022-013

**BEING A BY-LAW TO ENTER INTO AN AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF CALVIN AND SAMUEL de CHAMPLAIN PROVINCIAL PARK (Landfill)**

WHEREAS THE MUNICIPAL ACT S.O. 2001, c. 25 authorizes municipalities to enter into an agreement,

AND WHEREAS the Council of the Corporation of the Municipality of Calvin deems it advisable to enter into an agreement with Samuel de Champlain Provincial Park for acceptance of waste generated at Samuel de Champlain Provincial Park at the Calvin Municipal Landfill Site.

NOW THEREFORE THE Council of the Municipality of Calvin ratifies the attached agreement as follows:

- 1) That the Mayor and the Clerk are designated as the signing officers and are authorized to execute an agreement on behalf of the Corporation of the Municipality of Calvin.
- 2) That the “Agreement between the Corporation of the Municipality of Calvin and Samuel de Champlain Provincial Park” be hereto attached and form part and parcel of this by-law as Schedule “A”

This agreement shall be enacted and in effect upon the signing thereof.

**READ A FIRST TIME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

**READ A SECOND TIME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK-TREASURER

**READ A THIRD TIME AND FINALLY PASSED BEFORE AN OPEN COUNCIL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK-TREASURER

THIS AGREEMENT made the 1<sup>st</sup> day of February, 2022

LANDFILL AGREEMENT

BETWEEN:

**THE CORPORATION OF THE MUNICIPALITY OF CALVIN**  
(herein after called "Calvin")

and

**SAMUEL de CHAMPLAIN PROVINCIAL PARK**  
(hereinafter called "the Park")

WHEREAS "Calvin" owns and operates a municipal landfill site within its municipal boundaries (herein after called "the landfill site")

AND WHEREAS "the Park", located in the Samuel de Champlain Provincial Park, produces waste;

AND WHEREAS "the Park" has requested that "Calvin" accept its waste at the landfill site;

AND WHEREAS "waste" in this agreement means all garbage excluding recyclables and hazardous waste;

NOW THEREFORE in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt whereof is hereby acknowledged, "Calvin" and "the Park" agree as follows:

1. TERM

1.1 This Agreement shall be for a **three (3) year period commencing on the 1<sup>st</sup> day of April, 2022 and ending the 31<sup>st</sup> day of March, 2025.**

1.2 This Agreement shall not create any obligation on behalf of "Calvin" to renew or extend the term of this Agreement.

2. SERVICES

2.1 "Calvin" agrees to accept from "the Park" waste generated at "the Park" excluding recyclables.

- 2.2 “The Park” shall be responsible for the transportation of the waste to the landfill site as necessary during the term of this Agreement.
- 2.3 This agreement shall not create or be deemed to create any obligation on behalf of “Calvin” to accept waste beyond the term specified in paragraph 1.1.

3. OWNERSHIP AND LIABILITY OF THE WASTE

- 3.1 “The Park” agrees that it shall assume full responsibility and liability for the transportation of the waste to and from (where specific waste is not accepted) the landfill site. At all times during transportation, the waste shall be owned by “the Park”.
- 3.2 “The Park” agrees that it shall operate in full compliance with all required government approvals and that the waste transported from “the Park” and to the landfill site, shall be limited to that generated by “the Park”.
- 3.3 “The Park” agrees that all waste delivered to the landfill site will be domestic waste only and “Calvin” retains the right to deny any waste that is not domestic.
- 3.4 Calvin reserves the right to refuse a bin of waste from “the Park” for any excess contamination of recyclable material, tires, electronic waste or hazardous waste. These items are separate from normal waste as per existing programs.

4. AUTHORIZATIONS

- 4.1 “The Park” warrants, and it is a condition precedent to the obligations of “Calvin” under this Agreement, that it has all authorizations, including any required permits and certificates, to transport waste to the landfill site.
- 4.2 “Calvin” warrants that it has all authorizations including any required licenses, certificates of approval, permits and consents necessary to accept the waste at its landfill site.

5. PAYMENT FOR SERVICES

- 5.1 “The Park” agrees to pay “Calvin” the applicable posted landfill “tipping fees” for all waste transported and received at the landfill site. The tipping fee schedule is available for inspection at the landfill site and is subject to change.
- 5.2 “The Park” also agrees to pay “Calvin” the sum of **\$2,600 for 2022**, per annum in addition to the tipping fees, invoiced annually by “Calvin” and beginning for the period starting April 1, 2022 and ending on March 31, 2023.
- 5.3 “The Park” also agrees to pay “Calvin” the sum of **\$2,650 for 2023**, per annum in addition to the tipping fees, invoiced annually by “Calvin” and beginning for the period starting April 1, 2023 and ending on March 31, 2024.
- 5.4 “The Park” also agrees to pay “Calvin” the sum of **\$2,700 for 2024**, per annum in

addition to the tipping fees, invoiced annually by “Calvin” and beginning for the period starting April 1, 2024 and ending on March 31, 2025.

6. INDEMNITY

- 6.1 “The Park” shall indemnify and hold harmless “Calvin”, its officers, employees and agents from and against any and all claims, fines, penalties, liabilities, damages, losses or judgments, including costs and expenses against, or be charged to or recoverable from “Calvin” for any reason arising out of, or in any way connected with, the furnishings of the services under this Agreement except to the extent that they are due to negligence, fault, or willful act of “Calvin” or any of its officers, employees or agents.
- 6.2 Without limiting the generality of paragraph 6.1, “the Park” shall indemnify and hold harmless “Calvin”, its officers, employees, and agents from and against any and all claims, fines, penalties, liabilities, damages, losses and judgments, including costs and expenses against, or be charged to or recoverable from “Calvin” for any reason arising out of any injury sustained by “the Park’s” employees while attending the landfill site except to the extent that they are due to the negligence, fault, or willful act of “Calvin” or any of its officer, employees or agents.

7. TERMINATION ON DEFAULT

- 7.1 If either party is in default of any of its obligations under this Agreement and fails to correct or commence and diligently pursue correction of such default within ten (10) days after having received notice thereof the non-defaulting party shall, in addition to any other rights which it may have at law or equity with respect to such default, be entitled to terminate this Agreement without further notice.
- 7.2 Either party to this Agreement may at any time amend or terminate this Agreement upon 60 days’ written notice. The Municipality of Calvin may suspend services or any portion thereof at any stage by providing a notice in writing to “the Park”. Upon receipt of such written notice, it is agreed that the Municipality shall perform no further services other than those reasonably necessary to close out the services of this Agreement.

8. ASSIGNMENT

- 8.1 “The Park” may not assign any of its rights or obligations under this Agreement without prior written consent of “Calvin”.
- 8.2 This Agreement constitutes the entire Agreement between “the Park” and “Calvin” with respect to the subject matter hereof. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, between the parties other than as expressly set forth in this Agreement.

9. AMENDMENTS AND WAIVERS

9.1 No amendment to the Agreement will be valid or binding unless it is in writing and duly executed by the parties hereto. No waiver of any breach of any provision of this Agreement will be effective or binding unless it is in writing and signed by the party purporting to give such waiver and, unless otherwise provided, will be limited to the specific breach waived.

10. FURTHER ASSURANCES

10.1 The Parties will, from time to time, execute and deliver all such further documents and instruments and do all acts and things as the other party may reasonably require to effectively carry out the provisions of this Agreement.

11. GOVERNING LAW

11.1 This agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable herein.

12. NOTICES

12.1 Any notice or other communication which may be given by either of the parties to this Agreement to the other shall be deemed to have been given and received three (3) business days after such communication is mailed by registered mail addressed in the case of:

The Park, at:

Ontario Parks – Mattawa-Ottawa River Valley  
P.O. Box 147  
6905 Highway #17 East  
Mattawa, Ontario  
POH 1V0

Attention: Tracey Snarr, Park Superintendent

“Calvin”, at:

Corporation of the Municipality of Calvin  
1355 Peddlers Dr.  
R.R. #2  
Mattawa, Ontario  
POH 1V0

Attention: Cindy Pigeau, Clerk - Treasurer

12.2 The parties may change the above addresses by notice in writing in the manner hereinbefore provided. Any notice or other communication may also be given by delivery at the above addresses and shall be deemed to have been given and received at the time of such delivery.

IN WITNESS WHEREOF each of the parties has duly executed this Agreement under the hands of its authorized signing officers.

For the  
Corporation of the Municipality of  
Calvin

For the  
Samuel de Champlain Provincial Park

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Authorized Signing Authority

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Clerk - Treasurer

\_\_\_\_\_  
Authorized Signing Authority

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

THIS AGREEMENT made the 1<sup>st</sup> day of February, 2022

LANDFILL AGREEMENT

BETWEEN:

**THE CORPORATION OF THE MUNICIPALITY OF CALVIN**  
(herein after called "Calvin")

and

**THE CANADIAN ECOLOGY CENTRE**  
(herein after called "the Centre")

WHEREAS "Calvin" owns and operates a municipal landfill site within its municipal boundaries (herein after called "the landfill site")

AND WHEREAS "the Centre", located in the Samuel de Champlain Provincial Park, produces waste;

AND WHEREAS "the Centre" has requested that "Calvin" accept its waste at the landfill site;

AND WHEREAS "waste" in this agreement means all garbage excluding recyclables and hazardous waste;

NOW THEREFORE in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt whereof is hereby acknowledged, "Calvin" and "the Centre" agree as follows:

1. TERM

1.1 This Agreement shall be for a **three (3) year period commencing on the 1<sup>st</sup> day of April, 2022 and ending the 31<sup>st</sup> day of March, 2025.**

1.2 This Agreement shall not create any obligation on behalf of "Calvin" to renew or extend the term of this Agreement.

2. SERVICES

2.1 "Calvin" agrees to accept from "the Centre" waste generated at "the Centre" excluding recyclables.



- 2.2 “The Centre” shall be responsible for the transportation of the waste to the landfill site as necessary during the term of this Agreement.
- 2.3 This agreement shall not create or be deemed to create any obligation on behalf of “Calvin” to accept waste beyond the term specified in paragraph 1.1.

### 3. OWNERSHIP AND LIABILITY OF THE WASTE

- 3.1 “The Centre” agrees that it shall assume full responsibility and liability for the transportation of the waste to and from (where specific waste is not accepted) the landfill site. At all times during transportation, the waste shall be owned by “the Centre”.
- 3.2 “The Centre” agrees that it shall operate in full compliance with all required government approvals and that the waste transported from “the Centre” and to the landfill site, shall be limited to that generated by “the Centre”.
- 3.3 “The Centre” agrees that all waste delivered to the landfill site will be domestic waste only and “Calvin” retains the right to deny any waste that is not domestic.
- 3.4 Calvin reserves the right to refuse a bin of waste from “the Center” for any excess contamination of recyclable material, tires, electronic waste or hazardous waste. These items are separate from normal waste as per existing programs.

### 4. AUTHORIZATIONS

- 4.1 “The Centre” warrants, and it is a condition precedent to the obligations of “Calvin” under this Agreement, that it has all authorizations, including any required permits and certificates, to transport waste to the landfill site.
- 4.2 “Calvin” warrants that it has all authorizations including any required licenses, certificates of approval, permits and consents necessary to accept the waste at its landfill site.

### 5. PAYMENT FOR SERVICES

- 5.1 “The Centre” agrees to pay “Calvin” the applicable posted landfill “tipping fees” for all waste transported and received at the landfill site. The tipping fee schedule is available for inspection at the landfill site and is subject to change.
- 5.2 “The Centre” also agrees to pay “Calvin” the sum of **\$2,600 for 2022**, per annum in addition to the tipping fees, invoiced annually by “Calvin” and beginning for the period starting April 1, 2022 and ending on March 31, 2023.
- 5.3 “The Centre” also agrees to pay “Calvin” the sum of **\$2,650 for 2023**, per annum in addition to the tipping fees, invoiced annually by “Calvin” and beginning for the period starting April 1, 2023 and ending on March 31, 2024.
- 5.4 “The Centre” also agrees to pay “Calvin” the sum of **\$2,700 for 2024**, per annum in addition to the tipping fees, invoiced annually by “Calvin” and beginning for

the period starting April 1, 2024 and ending on March 31, 2025.

6 INDEMNITY

- 6.1 “The Centre” shall indemnify and hold harmless “Calvin”, its officers, employees and agents from and against any and all claims, fines, penalties, liabilities, damages, losses or judgments, including costs and expenses against, or be charged to or recoverable from “Calvin” for any reason arising out of, or in any way connected with, the furnishings of the services under this Agreement except to the extent that they are due to negligence, fault, or willful act of “Calvin” or any of its officers, employees or agents.
- 6.2 Without limiting the generality of paragraph 6.1, “the Centre” shall indemnify and hold harmless “Calvin”, its officers, employees, and agents from and against any and all claims, fines, penalties, liabilities, damages, losses and judgments, including costs and expenses against, or be charged to or recoverable from “Calvin” for any reason arising out of any injury sustained by “the Centre’s” employees while attending the landfill site except to the extent that they are due to the negligence, fault, or willful act of “Calvin” or any of its officer, employees or agents.

7. TERMINATION ON DEFAULT

- 7.1 If either party is in default of any of its obligations under this Agreement and fails to correct or commence and diligently pursue correction of such default within ten (10) days after having received notice thereof the non-defaulting party shall, in addition to any other rights which it may have at law or equity with respect to such default, be entitled to terminate this Agreement without further notice.
- 7.2 Either party to this Agreement may at any time amend or terminate this Agreement upon 60 days’ written notice. The Municipality of Calvin may suspend services or any portion thereof at any stage by providing a notice in writing to “the Centre”. Upon receipt of such written notice, it is agreed that the Municipality shall perform no further services other than those reasonably necessary to close out the services of this Agreement.

8. ASSIGNMENT

- 8.1 “The Centre” may not assign any of its rights or obligations under this Agreement without prior written consent of “Calvin”.
- 8.2 This Agreement constitutes the entire Agreement between “the Centre” and “Calvin” with respect to the subject matter hereof. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, between the parties other than as expressly set forth in this Agreement.

9. AMENDMENTS AND WAIVERS

9.1 No amendment to the Agreement will be valid or binding unless it is in writing and duly executed by the parties hereto. No waiver of any breach of any provision of this Agreement will be effective or binding unless it is in writing and signed by the party purporting to give such waiver and, unless otherwise provided, will be limited to the specific breach waived.

10. FURTHER ASSURANCES

10.1 The Parties will, from time to time, execute and deliver all such further documents and instruments and do all acts and things as the other party may reasonably require to effectively carry out the provisions of this Agreement.

11. GOVERNING LAW

11.1 This agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable herein.

12. NOTICES

12.1 Any notice or other communication which may be given by either of the parties to this Agreement to the other shall be deemed to have been given and received three (3) business days after such communication is mailed by registered mail addressed in the case of:

“The Centre”, at:

The Canadian Ecology Centre  
P.O. Box 430, Hwy 17 West  
Mattawa, Ontario  
POH 1V0

Attention: Bill Steer

“Calvin”, at:

Corporation of the Municipality of Calvin  
1355 Peddlers Dr.  
R.R. #2  
Mattawa, Ontario  
POH 1V0

Attention: Cindy Pigeau, Clerk - Treasurer

12.2 The parties may change the above addresses by notice in writing in the manner hereinbefore provided. Any notice or other communication may also be given by delivery at the above addresses and shall be deemed to have been given and received at the time of such delivery.

IN WITNESS WHEREOF each of the parties has duly executed this Agreement under the hands of its authorized signing officers.

For the  
Corporation of the Municipality of  
Calvin

For the  
Canadian Ecology Centre

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
General Manager

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Clerk - Treasurer

\_\_\_\_\_  
Authorized Signing Authority

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

BY-LAW NO. 2022-014

**BEING A BY-LAW TO ENTER INTO AN AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF CALVIN AND THE CANADIAN ECOLOGY CENTRE (Landfill)**

WHEREAS THE MUNICIPAL ACT S.O. 2001, c. 25 authorizes municipalities to enter into an agreement,

AND WHEREAS the Council of the Corporation of the Municipality of Calvin deems it advisable to enter into an agreement with The Canadian Ecology Centre for acceptance of waste generated at The Canadian Ecology Centre at the Calvin Municipal Landfill Site.

NOW THEREFORE BE IT RESOLVED THAT THE Council of the Municipality of Calvin ratifies the attached agreement as follows:

- 1) That the Mayor and the Clerk are designated as the signing officers and are authorized to execute an agreement on behalf of the Corporation of the Municipality of Calvin.
- 2) That the “Agreement between the Corporation of the Municipality of Calvin and The Canadian Ecology Centre” be hereto attached and form part and parcel of this by-law as Schedule “A”

This agreement shall be enacted and in effect upon the signing thereof.

**READ A FIRST TIME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

**READ A SECOND TIME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK-TREASURER

**READ A THIRD TIME AND FINALLY PASSED BEFORE AN OPEN COUNCIL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK-TREASURER

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

BY-LAW NO. 2022-015

**BEING A BY-LAW TO ENTER INTO AN AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF CALVIN AND THE TOWNSHIP OF BONFIELD**

WHEREAS THE MUNICIPAL ACT S.O. 2001, c. 25 authorizes municipalities to enter into an agreement,

AND WHEREAS the Council of the Corporation of the Municipality of Calvin deems it advisable to enter into an agreement with the Township of Bonfield for shared services of Calvin’s Wildlife Damage Compensation Investigators for services rendered in the Township of Bonfield.

NOW THEREFORE BE IT RESOLVED THAT THE Council of the Municipality of Calvin ratifies the attached agreement as follows:

- 1) That the Mayor and the Clerk are designated as the signing officers and are authorized to execute an agreement on behalf of the Corporation of the Municipality of Calvin.
- 2) That the “Agreement between the Corporation of the Municipality of Calvin and The Township of Bonfield” be hereto attached and form part and parcel of this by-law as Schedule “A”.

This agreement shall be enacted and in effect upon the signing thereof.

**READ A FIRST TIME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

**READ A SECOND TIME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK-TREASURER

**READ A THIRD TIME AND FINALLY PASSED BEFORE AN OPEN COUNCIL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK-TREASURER



## AGREEMENT

### CORPORATION OF THE TOWNSHIP OF BONFIELD AND CORPORATION OF THE MUNICIPALITY OF CALVIN

THE CORPORATION OF THE MUNICIPALITY OF CALVIN AND THE CORPORATION OF THE TOWNSHIP OF BONFIELD AGREE AS FOLLOWS:

1. This agreement is for the period of April 1, 2022 to March 31, 2023.
2. The hours and expenditures compiled by Calvin's Wildlife Damage Compensation Investigators while responding to calls within the Township of Bonfield will be invoiced to the Township of Bonfield at a rate of \$30.00 per hour inclusive of wages and benefits, plus a mileage rate of .50/km for all required travel from the Investigators home and return to their home, plus any other necessary expenditures incurred by the Investigators in carrying out their required duties.
3. Either Council may terminate or amend this agreement upon 30 days written notice.
4. Should this agreement be terminated, the Township of Bonfield shall pay to the Municipality of Calvin all outstanding costs up to the date of termination.

This agreement constitutes the entire agreement between the Corporation of the Township of Bonfield and the Corporation of the Municipality of Calvin.

Date: \_\_\_\_\_

\_\_\_\_\_

Mayor

\_\_\_\_\_

Clerk

Date: \_\_\_\_\_

\_\_\_\_\_

Mayor

\_\_\_\_\_

CAO



## **CORPORATION OF THE MUNICIPALITY OF CALVIN**

### **BY-LAW NUMBER 2022-016**

#### **BEING A BY-LAW TO AUTHORIZE THE ESTABLISHMENT OF THE JOINT ELECTION COMPLIANCE AUDIT COMMITTEE AND TO APPOINT ITS COMMITTEE MEMBERS FOR THE 2022 MUNICIPAL ELECTIONS**

**WHEREAS** Section 88.37 (1) of the Municipal Elections Act, 1996, as amended, requires the Council, before October 1<sup>st</sup> of an election year, to establish a Compliance Audit Committee to deal with matters regarding election campaign finances and contributions; and

**AND WHEREAS**, Section 88.37 (2) of the Municipal Elections Act, 1996, as amended, requires that the Committee shall be composed of not fewer than three and not more than seven members; and

**AND WHEREAS**, Section 88.37 (6) of the Municipal Elections Act, 1996, as amended, states that the clerk of the municipality shall establish administrative practices and procedures for the committee and shall carry out any other duties required under this Act to implement the committee's decisions; and

**AND WHEREAS** the Councils of the Town of Mattawa, the Municipality of Mattawan, the Township of Papineau-Cameron and the Municipality of Calvin deem it advisable to establish the Joint Election Compliance Audit Committee and to set out the terms of reference of the Committee.

**NOW THEREFORE**, the Council of the Corporation of the Municipality of Calvin hereby enacts the following:

1. THAT the Council of the Corporation of the Municipality of Calvin hereby adopts the Terms of Reference for the Joint Election Compliance Audit Committee, hereto attached as Schedule "A" and forming part of this by-law, to meet the requirements of Section 88.37 (1) of the Municipal Elections Act, 1996, as amended.
2. THAT the Council of the Corporation of the Municipality of Calvin hereby appoints the three (3) following municipal Clerks to the 2022 Joint Election Audit Committee for the term of office commencing November 15, 2022 to November 14, 2026 to meet the requirements of Section 88.37(2) of the Municipal Elections Act, 1996, as amended:
  - a) Clerk – Town of Mattawa
  - b) Clerk – Municipality of Mattawan
  - c) Clerk – Township of Papineau-Cameron.
3. THAT this by-law shall come into full force and effect upon the date of the final passing thereof.

READ A FIRST AND SECOND TIME THIS 8th DAY OF FEBRUARY, 2022.

READ A THIRD AND FINAL TIME, PASSED BEFORE AN OPEN COUNCIL, ENACTED AND IN EFFECT, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022

---

**MAYOR**

---

**CLERK-TREASURER**



## 2022 JOINT ELECTION COMPLIANCE AUDIT COMMITTEE

### TERMS OF REFERENCE

#### **1. Name**

The name of the Committee is the "2022 Joint Election Compliance Audit Committee" ("The Committee").

#### **2. Municipal Representation**

The Joint Committee will represent the following four (4) municipalities

- a) The Town of Mattawa
- b) The Municipality of Mattawan
- c) The Township of Papineau-Cameron
- d) The Municipality of Calvin

#### **3. Composition**

Committee members shall be appointed by the Councils of all four (4) of the joint municipalities by By-Law.

The Joint Committee will be composed of four (4) members being:

- a) Clerk of the Town of Mattawa
- b) Clerk of the Municipality of Mattawan
- c) Clerk of the Township of Papineau-Cameron
- d) Clerk of the Municipality of Calvin

Should a compliance audit application from an elector or a report from the Clerk where a candidate or registered third party has contravened any of the contribution limits under section 88.9 of the Act is received, the Committee comprised of the three (3) members shall meet and consider the application and/or report in accordance with the Act.

The Clerk whose municipality has received a compliance audit application and/or is the Clerk who has submitted a report to the Committee shall be excused from the Committee while that application is in process and shall in no way address that application, but shall act as Officer to the Committee.

#### **4. Term of Office**

The Committee must be established before October 1, 2022. The term of office of the Committee and its appointed members will be from November 15, 2022 to November 14, 2026 (same as term of Council) to deal with applications from the 2022 election and any by-elections during the term of Council.

#### **5. Mandate**

The role of the Compliance Audit Committee are set out in sections 88.33 to 88.37 of the Municipal Elections Act, 1996, as amended. The Committee will perform the functions relating to the compliance audit application process as outlined in the Act. These functions include:

#### **Candidate Contravention**

- a) Within 30 days receipt of a compliance audit application by an elector, consider the application and decide whether it should be granted or rejected;
- b) Give to the Candidate, the Clerk and the Applicant, the decision of the Committee to grant or reject the application and brief written reasons for the decision;
- c) If the application is granted, appoint a licensed auditor to conduct a compliance audit of the Candidate's election campaign finances;
- d) Receive the auditor's report from the Clerk;
- e) Within 30 days receipt of the auditor's report, consider the report;
- f) If the auditor's report concludes that the Candidate appears to have contravened a provision of the Act relating to election campaign finances, decide whether to commence legal proceedings against the Candidate for the apparent contravention;
- g) After reviewing the report, give to the Candidate, the Clerk and the Applicant the decision of the Committee, and brief written reasons for the decision.

### **Candidate Contributor Contravention**

- a) Within 30 days receipt of a report identifying each contributor to a candidate for office on a Council who appears to have contravened any of the contribution limits, consider the report and decide whether to commence a legal proceeding against the contributor for an apparent contravention;
- b) After reviewing the report, give to the Contributor and the Clerk the decision of the Committee, and brief written reasons for the decision.

### **Registered Third party Contravention**

- a) Within 30 days receipt of a compliance audit application by an elector, consider the application and decide whether it should be granted or rejected;
- b) Give to the Registered Third Party, the Clerk and the Applicant, the decision of the Committee to grant or reject the application and brief written reasons for the decision;
- c) If the application is granted, appoint a licensed auditor to conduct a compliance audit of the Registered Third Party's campaign finances;
- d) Receive the auditor's report from the Clerk;
- e) Within 30 days receipt of the auditor's report, consider the report;
- f) If the auditor's report concludes that the Registered Third Party appears to have contravened a provision of the Act relating to campaign finances, decide whether to commence legal proceedings against the Registered Third Party for the apparent contravention;
- g) After reviewing the report, give to the Registered Third Party, the Clerk and the Applicant the decision of the Committee, and brief written reasons for the decision.

### **Registered Third Party Contributor Contravention**

- a) Within 30 days receipt of the report, consider the report;
- b) If the report concludes that the Contributor appears to have contravened a provision of the Act relating to campaign finances, decide whether to commence legal proceedings against the Contributor for an apparent contravention;
- c) After reviewing the report, give to the Contributor and the Clerk the decision of the Committee, and brief written reasons for the decision.

## **6. Chair**

At the first meeting of a Compliance Audit Committee, the members shall appoint one member to act as Chair for the duration of the Committee's term.

The Chair is the spokesperson for the Committee and is the liaison between the members and the Officer of the Committee on matters of policy and process.

## **7. Role of Officer to the Committee**

The Clerk of the municipality where the application is received will act as Officer to the Committee and shall:

- a) Provide administrative support to the Committee.
- b) Circulate the decisions of the Committee.

## **8. Meeting and Scheduling of Meetings**

Within ten(10) days of receiving an application, the Clerk of the municipality where the application is received shall forward the application to the Committee.

The date and time of the meeting will be determined by the Officer to the Committee and communicated directly to the Committee members. Subsequent meetings will be held at the call of the Chair in consultation with the Officer of the Committee.

## **9. Meeting Notices, Agendas and Minutes**

The Agenda shall constitute notice. The Officer to the Committee shall cause notice to the meetings to be provided:

- a) To members of the Committee, Candidate and the Public for a meeting regarding an application by an elector;
- b) To members of the Committee, Contributor, Candidate and the Public for a meeting regarding a Candidate Contributor Contravention report;
- c) To members of the Committee, Contributor, Registered Third Party and the Public for a meeting regarding a Registered Third Party Contributor Contravention.

Notice shall be given a minimum of two (2) business days prior to the date of each meeting, not including weekends or holidays. The Agendas and Minutes of meetings shall be posted on the member municipality's website.

Minutes of each meeting shall outline the general deliberations and specific actions and recommendations that result.

**10. Location of Meetings**

The Committee shall meet at the location determined by the member municipality.

**11. Procedures**

Meetings of the Committee will be conducted in accordance with the open meeting provisions of the Municipal Act, 2001. Meeting Notices, Agendas and Minutes will be posted on the website of the municipality that has received the application to conduct a compliance audit.

**12. Closed Meetings**

All Committee meetings shall be open to the public however the Committee may deliberate in closed session in order to come to a decision. Closed meetings shall be held in accordance with the Municipal Act, 2001, Section 239.

**13. Conflict of Interest**

The principles of the Municipal Conflict of Interest Act, apply to this Committee.

**14. Cost**

The municipality conducting the compliance audit shall pay the licensed auditor's costs of performing the audit. Any expenses incurred of the Committee shall be the responsibility of the municipality who has received the application for a compliance audit.

There shall be no remuneration paid to members of the Committee.

**15. Disclosure Statement**

Any responsibilities not clearly identified or defined within these Terms of Reference shall be in accordance with the Municipal Elections Act, 2001, as amended.



# Corporation of the Municipality of Calvin Council Resolution

**Date:** February 17, 2022

**Resolution Number:** 2022-059

**Moved By:** Choose a name.

**Seconded By:** Choose a name.

**NOW THEREFORE BE IT RESOLVED THAT:**

“That Council hereby approves the planning of a Town Hall for the spring of 2022, in accordance with Public Health regulations, with Members of Council, to meet with community members in a forum that brings forward collective ideas and thoughts for the betterment of the Municipality of Calvin.”

**Result** Options.

**Recorded Vote:**

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Mayor Pennell	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Brooker	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Castelijm	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Cross	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Shippam	<input type="checkbox"/>	<input type="checkbox"/>



# Corporation of the Municipality of Calvin Council Resolution

**Date:** February 17, 2022

**Resolution Number:** 2022-060

**Moved By:** Choose a name.

**Seconded By:** Choose a name.

**NOW THEREFORE BE IT RESOLVED THAT:**

“That Council hereby approves the borrowing limit of up to \$25,000 (minimum credit limit) for the new Corporate Visa Credit Card that will be used only by the Municipal Administrator.”

**Result** Options.

**Recorded Vote:**

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Mayor Pennell	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Brooker	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Castelijn	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Cross	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Shippam	<input type="checkbox"/>	<input type="checkbox"/>

CORPORATION OF THE MUNICIPALITY OF CALVIN

BY-LAW NO. 2022-018

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL.**

WHEREAS it is the desire of Council to confirm all proceedings, motions and by-Laws:

NOW THEREFORE THE CORPORATION OF THE MUNICIPALITY OF CALVIN HEREBY ENACTS AS FOLLOWS:

1. THAT the Confirmatory Period of this By-Law shall be for the Special Council meeting of February 17<sup>th</sup>, 2022;
2. THAT all By-Laws passed by the Council of the Corporation of the Municipality of Calvin during the period mentioned in Section 1 are hereby ratified and confirmed;
3. THAT all resolutions passed by the Council of the Corporation of the Municipality of Calvin during the period mentioned in Section 1 are hereby ratified and confirmed;
4. THAT all other proceedings, decisions and directives of the Council of the Corporation of the Municipality of Calvin during the period mentioned in Section 1 are hereby ratified and confirmed.

Read a first time this 17<sup>th</sup> day of February, 2022.

Read a second time this 17<sup>th</sup> day of February, 2022.

Read a third time and finally passed in open council this 17<sup>th</sup> day of February, 2022.

---

MAYOR

---

CLERK-TREASURER