



Corporation of the Municipality of Calvin

1355 Peddlers Drive
R.R. # 2
Mattawa, ON
POH 1V0

Regular Meeting of Council Agenda Sept 10, 2024 6:00 p.m. Council Chambers

1. Call to order
2. Approve Agenda
3. Declarations of Disqualifying Interest (Pecuniary)
4. Approval of Minutes -August 27, 2024
5. Special Delegation/Presentation-Mayor Belanger & CAO Laperriere Town of Mattawa
6. Consent Agenda Items for Information Purposes

7. **Administrative Matters**
 - 7.1 CEMC Report-Julie Daniel
 - 7.1.1 Emergency Management Program Committee
 - 7.1.2 Emergency Management Committee Meeting
 - 7.2 Fire Chief Report-No Report
 - 7.3 Public Works Superintendent Report-Ann Carr
 - 7.4 By-Law 2021-018 Officers and Staff Renumeration Grid-Donna Maitland
 - 7.5 By-Law 2024-57 CMO Depot Operations Agreement

8. **Business Arising from Previous Council Meetings**
 - 8.1 Deputy Clerk Report-Teresa Scroope-Amendment to By-Law 2024-54 Fees and Charges

9. **Agencies, Boards, Committee Reports & Minutes**
 - 9.1 North Bay Mattawa Conservation Authority
 - 9.2 East Nipissing Planning Board
 - 9.3 Physician Recruitment
 - 9.4 OPP Detachment Board
10. Closed Meeting
 - a) Move into Closed Purpose:
 - b) Return to Open Meeting
11. Confirmatory By-Law 2024-58
12. Adjournment



Corporation of the Municipality of Calvin Council Resolution

Date: September 10, 2024

Resolution Number: 2024-

Moved By: Councillor

Seconded By: Councillor

NOW THEREFORE BE IT RESOLVED THAT:

This September 10, 2024 Regular Meeting of Council be called to order @ _____p.m. and note that quorum has been achieved.

Results:

Recorded Vote:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Grant	<input type="checkbox"/>	<input type="checkbox"/>
Latimer	<input type="checkbox"/>	<input type="checkbox"/>
Manson	<input type="checkbox"/>	<input type="checkbox"/>
Moreton	<input type="checkbox"/>	<input type="checkbox"/>
Mayor Gould (Absent)	<input type="checkbox"/>	<input type="checkbox"/>



Corporation of the Municipality of Calvin Council Resolution

Date: September 10, 2024

Resolution Number: 2024-

Moved By: Councillor

Seconded By: Councillor

NOW THEREFORE BE IT RESOLVED THAT:

The Council for the Corporation of the Municipality of Calvin hereby approves the agenda as circulated.

Results:

Recorded Vote:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Grant	<input type="checkbox"/>	<input type="checkbox"/>
Latimer	<input type="checkbox"/>	<input type="checkbox"/>
Manson	<input type="checkbox"/>	<input type="checkbox"/>
Moreton	<input type="checkbox"/>	<input type="checkbox"/>
Mayor Gould (Absent)	<input type="checkbox"/>	<input type="checkbox"/>



Corporation of the Municipality of Calvin

Declarations of Disqualifying, Pecuniary, Conflict of Interest

Pursuant to Subsection 5.1, of the Municipal Conflict of Interest Act, R.S.O. 1990 and the Municipality of Calvin Code of Conduct (In force and effect on March 1, 2019).

Council members must complete this form prior to the Council meeting at which they will be making a declaration of pecuniary or conflict of interest, direct or indirect.

Each member who is declaring a pecuniary/conflict of interest shall read the statement at the appropriate time during the applicable meeting, then provide this written statement to the Clerk.

<u>Member of Council</u>	<u>Declared</u>	<u>None to Declare</u>
Grant	<input type="checkbox"/>	<input type="checkbox"/>
Latimer	<input type="checkbox"/>	<input type="checkbox"/>
Manson	<input type="checkbox"/>	<input type="checkbox"/>
Moreton	<input type="checkbox"/>	<input type="checkbox"/>
Mayor Gould (Absent)	<input type="checkbox"/>	<input type="checkbox"/>



Corporation of the Municipality of Calvin Council Resolution

Date: September 10, 2024

Resolution Number: 2024-

Moved By: Councillor

Seconded By: Councillor

NOW THEREFORE BE IT RESOLVED THAT the minutes for the Regular Council Meeting of August 27, 2024 be approved as presented and circulated.

Results:

Recorded Vote:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Grant	<input type="checkbox"/>	<input type="checkbox"/>
Latimer	<input type="checkbox"/>	<input type="checkbox"/>
Manson	<input type="checkbox"/>	<input type="checkbox"/>
Moreton	<input type="checkbox"/>	<input type="checkbox"/>
Mayor Gould (Absent)	<input type="checkbox"/>	<input type="checkbox"/>



THE CORPORATION OF THE MUNICIPALITY OF CALVIN

Regular Meeting of Council

Minutes

August 27, 2024

6:00 p.m.

Attendance:

CAO Donna Maitland, Deputy Mayor Moreton, Councillor Grant, Councillor Latimer, Councillor Manson, Deputy Clerk Teresa Scroope

Guest: 0

Absent: Mayor Gould, Chief Building Official Shane Conrad.

1) Call to Order

Resolution Number: 2024- 283

Moved By: Councillor Grant

Seconded By: Councillor Manson

NOW THEREFORE BE IT RESOLVED THAT:

This August 27, 2024, Regular Meeting of Council be called to order @ 6:00 p.m. and note that quorum has been achieved.

Results: Carried

2) Approval of Agenda

Resolution Number: 2024- 284

Moved By: Councillor Manson

Seconded By: Councillor Latimer

NOW THEREFORE BE IT RESOLVED THAT:

The Council for the Corporation of the Municipality of Calvin hereby approves the agenda as circulated.

Results: Carried

3) Declarations of Disqualifying, Pecuniary, Conflict of Interest-Yes

Robert Latimer-Consent Application 2024-12-Brown

4) Approval of Minutes

Resolution Number: 2024- 285

Moved By: Councillor Manson

Seconded By: Councillor Latimer

NOW THEREFORE BE IT RESOLVED THAT the minutes for the May 10, 2024 Special Meeting, July 25, 2024 Public and Special Meetings, and the Regular Council Meeting of July 30, 2024, be approved as presented and circulated.

Results: Carried

5) Delegations: -None

6.) Consent Agenda Items for Information Purposes

Resolution Number: 2024-286

Moved By: Councillor Manson

Seconded By: Councillor Grant

NOW THEREFORE BE IT RESOLVED THAT:

The Council for the Corporation of the Municipality of Calvin hereby receive the Consent Agenda items as circulated.

Requests: 0

Results: Carried

7.) Presentation-None

8.1.)

Resolution Number: 2024-287

Moved By: Councillor Manson

Seconded By: Councillor Latimer

NOW THEREFORE BE IT RESOLVED THAT:

Council for the Corporation of the Municipality of Calvin has received and accepts the Chief Building Official Report for the month of July 2024.

Results: Carried

8.2)

Resolution Number: 2024-288 **DEFERRED**

Moved By: Councillor

Seconded By: Councillor

Whereas By-law 2019-027 being a By-Law to Establish Municipal Building Procedures, Regulations and Prescribe Permit Fees and Other Fees as Applicable to Building Related Matters and Schedule A of By-Law 2024-47 being a By-law to consolidate municipal fees and charges are required to be reviewed annually,

And Whereas Council has received, discussed and considered the CAO and Chief Building Official reports relating to building inspection service fees,

Now therefore be it resolved that Council for the Municipality of Calvin directs staff to promote a public consultation meeting regarding their proposed revised building inspection service fees, which are as follows:

Building Services and Fees/Refunds

Proposed Fee

- New Buildings (except for accessory buildings)
- Building without a permit
- New buildings (except for accessory buildings)
- Addition to buildings (except for accessory buildings)
- Accessory buildings which includes garages, storage buildings,

and barns, porches, carports, sundecks, balconies, solariums and sunrooms (including additions to accessory buildings)

- Residential alterations, repairs or renovations including

Chimneys, plumbing, windows, doors

- Demolition Permit
- Change of Use Inspection
- Moving a building into, within or out of the municipality
- Reshingling a building. Permit is issued to the homeowner allowing the disposal of old shingles at the landfill site plus, tipping fees
- Compliance letter (site inspection required)
- Occupancy permit (site inspection required)

Commercial, Industrial, Institutional, Alterations, Repairs and Renovations

- Swimming Pools

Status of permit application
refund

Percentage of fee eligible for

1. Application filed, plans reviewed, applications withdrawn.
2. Application filed, plans reviewed, permit refused.
3. Application filed, plans reviewed, permit issued and works abandoned after the Foundation stage.

Results: DEFERRED

8.3)

By-Law 2024-51

Resolution Number: 2024-289

Moved By: Councillor Manson

Seconded By: Councillor Grant

By-Law 2024- 51 being a By-Law to amend By-Law 2019-023 a By-Law to establish and regulate a fire department, pursuant to Section 467 of the Municipal Act, 2001 c.25, for the purpose of protecting a municipality from liability with respect to agreements entered into an emergency fire service plan adopted prior to January 1, 2003. 2001, c. s. 467,

The Council of the Corporation of the Municipality of Calvin deems it advisable to amend certain Sections and Appendices,

Now therefore be it resolved that, Council of the Corporation of the Municipality of Calvin hereby approves the changes as recommended by the Fire Chief and that By-Law 2024- 51 as attached and are hereby imposed and ratified.

1. That the Deputy Mayor and CAO are designated as the Signing Officers and are authorized to execute on behalf of the Corporation of the Municipality of Calvin.
2. That the attached be hereto and form part and parcel of this By-Law.
3. That By-Law 2019-023 and any other By-law inconsistent with this By-Law is hereby repealed.
4. This By-Law shall be enacted and in effect upon the signing thereof.
5. This By-Law is to be reviewed by the Fire Chief and brought forward to Council for approval annually.

Results: Carried

8. 4)

Resolution Number: 2024-290

Moved By: Councillor Grant

Seconded By: Councillor Manson

WHEREAS the Municipal Act, Section 10(2)9, 2001, c.25, as amended, provides that a single tier municipality may pass by-laws respecting matters pertaining to animals,
 AND WHEREAS this act provides that municipalities may provide for the seizure and impounding of animals being at large or trespassing contrary to the by-law,
 AND WHEREAS the Municipality does not have a Municipal Enforcement or By-Law Officer, (since 2023) or the resources to manage animals at large in any capacity,
 NOW THEREFORE BE IT RESOLVED THAT:

The Council for the Corporation of the Municipality of Calvin hereby repeals By-Law 2007-013 as attached.

Results: Defeated

Recorded Vote:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Grant	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Latimer	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Manson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Moreton	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Mayor Gould (Absent)	<input type="checkbox"/>	<input type="checkbox"/>

8.5)

Resolution Number: 2024-291

Moved By: Councillor Manson

Seconded By: Councillor Grant

WHEREAS an application for Consent No. 2024-12 in the name of Darrell Brown has been filed with the East Nipissing Planning Board on land known as Concession 5 Part Lots 35 and 36 36R-13086, 3124 Peddler's Drive, Municipality of Calvin for the purpose to create a lot addition of approximately 1.1 acre,

NOW THEREFORE Council for the Corporation of the Municipality of Calvin **RESOLVES** that:

1. It is recommended that the East Nipissing Planning Board give provisional consent to this application.
2. Two (2) hard copies and one (1) digital copy of the completed survey for the addition to this lot of approx. 1.1 acre be provided to the Municipality.
3. That the applicant/agent meet with the Public Works Supervisor to apply for an entrance permit as part of the Planning Board conditions.

Results: Carried-Councillor Latimer declared conflicts of interest and left the meeting & returned to Chambers once voting completed.

8.6)

Resolution Number: 2024- 292

Moved By: Councillor Manson

Seconded By: Councillor Grant

WHEREAS Council has received the Mattawa & Area OPP Detachment board levy, operating budget and invoice,

NOW THEREFORE BE IT RESOLVED THAT Council for the Corporation of the Municipality of Calvin hereby informs the Mattawa & Area OPP Board by way of this resolution through Councillor Grant that,

- high school scholarships be removed from the budget as grant making is not within the mandate of the Police Services Board,
- the funding formula be adjusted to consider a population based formula,
- consider a reduction or elimination of conference fees, networking event expense budget line.

Results: Carried

8.7)

Resolution Number: 2024- 293

Moved By: Councillor Manson

Seconded By: Councillor Latimer

WHEREAS Council is in receipt of a letter requesting by resolution of support for the Royal Canadian Legion, Branch 254 Roof Project,

AND WHEREAS the Legion is pursuing a grant from Ontario Hydro to fund the required repairs to the roof,

NOW THEREFORE BE IT RESOLVED THAT The Municipality of Calvin is in support and directs staff to provide a copy of this resolution to the president of the Royal Canadian Legion, Branch 254 Nancy Adams and to the originating

sender.

Results: Carried

8.8)

By-Law 2024-52

Resolution Number: 2024-294

Moved By: Councillor Manson

Seconded By: Councillor Grant

Whereas Clerks and Deputy Clerks are authorized by the Minister of Justice for Ontario to act as Commissioners of Oaths within the limits of their municipality by virtue of their office,

Now therefore be it resolved that Clerk, Donna Maitland and Deputy Clerk Teresa Scroope be appointed as Commissioners of Oaths for the Corporation of the Municipality of Calvin effective immediately.

BE IT FURTHER RESOLVED THAT:

Council for the Corporation of the Municipality of Calvin has received and approves this By-Law being a By-Law to appoint Commissioner of Oaths.

1. That the Deputy Mayor and CAO are designated as the Signing Officers and are authorized to execute on behalf of the Corporation of the Municipality of Calvin.
2. That any other By-law inconsistent with this By-Law is hereby repealed.
3. This By-Law shall be enacted and in effect upon the signing thereof.

X _____ **Deputy Mayor**

X _____ **CAO**

Results: Carried

8.9)

By-Law 2024-53

Resolution Number: 2024-295

Moved By: Councillor

Seconded By: Councillor

Whereas a policy to formalize the process and parameters for providing Commissioners of Oath services is essential with the purpose of providing information to the general public and guidance to staff appointed as Commissioners of Oath on behalf of the Corporation of the Municipality of Calvin,

Now therefore be it resolved

Council for the Corporation of the Municipality of Calvin has received and approves the of the Commissioner of Oath Policy as per attached and recommended by the CAO.

1. That the Deputy Mayor and CAO are designated as the Signing Officers and are authorized to execute on behalf of the Corporation of the Municipality of Calvin.
2. That the attached Policy be hereto and form part of this By-Law.
3. This By-Law shall be enacted and in effect upon the signing thereof.

X _____ **Deputy Mayor**

X _____ **CAO**

Results: Carried

8.10)

By-Law 2024-54 Amendment to By-Law 2024-47

Resolution Number: 2024- 296

Moved By: Councillor Manson

Seconded By: Councillor Latimer

WHEREAS By-Law 2024-54 amendment to By-Law 2024-47 being a By-Law to impose and consolidate the fees and charges for the Municipal Services, Activities and for the use of its property,

AND WHEREAS the attached Schedules are set out as follows:

Schedule A Clerk/Corporate Services

Schedule B Building Inspection Services

Schedule C Landfill Site Services

Schedule D Planning Services

Schedule E Recreation Hall Services

Schedule F Fire Services

Schedule G Public Works Services

Schedule H Cemetery Price List

Schedule I Closure and Disposition of Shoreline Road Allowances

AND WHERE AS Schedule "A" Clerk/Corporate Services and fees requires review and updating, removing the Pound Fee per repeal of By-Law 2007-013 and amending the Commissioner of Oath Fee per Commissioner of Oath Policy By-Law.

NOW THEREFORE BE IT RESOLVED THAT Council of the Corporation of the Municipality of Calvin, approves of the changes to Schedule "A" as attached and that By-Law 2024-54 be hereby imposed and ratified,

1. That the Deputy Mayor and CAO are designated as the Signing Officers and are authorized to execute on behalf of the Corporation of the Municipality of Calvin.
2. That the attached be hereto and form part and parcel of this By-Law.
3. That By-Law 2024-47 and any other By-law inconsistent with this By-Law is hereby repealed.
4. This By-Law shall be enacted and in effect upon the signing thereof.

X _____ Deputy Mayor X _____ CAO

Results: Carried

8.11)

Resolution Number: 2024-297

Moved By: Councillor Manson

Seconded By: Councillor Grant

WHEREAS employers across Northern Ontario are experiencing a critical shortage of skilled workers, contributing to a shrinking labour market with an estimated 50,000 newcomers needed by 2041 to sustain current Northern Ontario population levels; and

WHEREAS the labour shortage is causing significant economic hardship for Northern Ontario communities, including reduced productivity and business closures; and

WHEREAS population and migration trends to 2021 suggest that Northern Ontario needs **100,000 newcomers by 2041** to sustain current population; and

WHEREAS the success of the federal Rural and Northern Immigration Pilot (RNIP) demonstrates the effectiveness of allocating nomination spots to address regional labour shortages in attracting newcomers to Northern Ontario; and

WHEREAS the Ontario Immigrant Nominee Program has been expanded from 9,750 nominees in 2022 to a goal of 21,500 nominees in 2024.

NOW THEREFORE BE IT RESOLVED THAT:

The Council for the Corporation of Calvin urges the Government of Ontario to address the critical market shortage of skilled labour in Northern Ontario by allocating 3,000 Ontario Immigrant Nominee Program spots to support the region's economic growth and development.

BE IT FURTHER RESOLVED THAT:

Copies of this resolution be forwarded to the Ontario Minister of Labour, Immigration, Training & Skills Development; local Members of Provincial Parliament; the Federation of Northern Ontario Municipalities; and the Thunder Bay Chamber of Commerce.

Results: Defeated

8.12)

By-Law Number: 2024-55

Resolution Number: 2024-298

Moved By: Councillor Manson

Seconded By: Councillor Latimer

WHEREAS Council for the Corporation of Calvin has received a CAO report entitled "Appointment of a Municipal Weed Inspector", pursuant to The Weed Control Act, R.S.O. 1990, **AND WHEREAS** Council must update the appointment of a Municipal Weed Inspector,

NOW THEREFORE BE IT RESOLVED THAT:

The Council for the Corporation of the Municipality of Calvin hereby enacts By-Law 2024-55 as attached.

Results: Carried

8.13)

Resolution Number: 2024-299

Moved By: Councillor Manson

Seconded By: Councillor Grant

NOW THEREFORE BE IT RESOLVED THAT:

Council for the Corporation of the Municipality of Calvin has received the CAO Report entitled "Road Use Agreements".

Results: Carried

9.) Business Arising from Previous Council Meetings-None

10) Agencies, Boards, Committee Reports & Minutes

1. North Bay Mattawa Conservation Authority-Next Meeting Sept 10,2024

Board Member-Councillor Moreton-

The minutes for the NBMCA's Board of Directors meeting for June 26, 2024 have been posted to the website. Below is the link.

<https://nbmca.ca/about-us/members-nbmca/members-meetings-minutes/>

2. East Nipissing Planning Board-Next Meeting Sept 30, 2024

Board Members- Councillor Grant- no minutes received

3. Physician Recruitment

Board Member-Mayor Gould (Absent) – no meeting, no report

4. OPP Detachment Board-Next Meeting Sept 25, 2024

Board Member-Councillor Grant – no minutes received. See levy item, this meeting agenda #8.6

11 Closed Meeting: None

12) Confirmatory

By-Law 2024-56

Resolution Number: 2024-300

Moved By: Councillor Manson

Seconded By: Councillor Latimer

NOW THEREFORE BE IT RESOLVED THAT:

By-Law 2024-56 being a By-Law to confirm the proceedings of Council be approved.

Results: Carried

13) Adjournment

Resolution Number: 2024-301

Moved By: Councillor Moreton

Seconded By: Councillor Grant

NOW THEREFORE BE IT RESOLVED THAT Council for the Corporation of the Municipality of Calvin now be adjourned @ 7:00 p.m.
Results: Carried



Corporation of the Municipality of Calvin

5

September 10, 2024

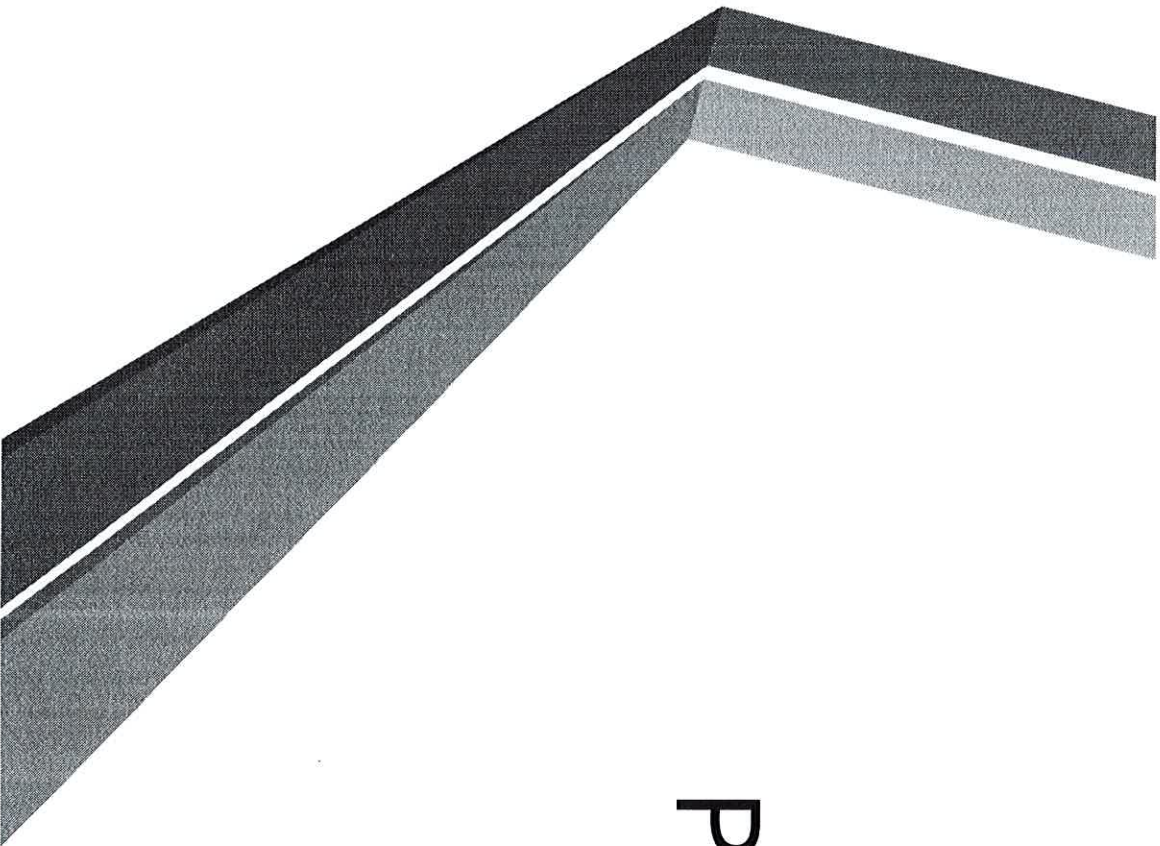
Agenda Item # 5-Special Delegations

RE: John Dixon Library Presentation

Welcome: Mayor Belanger & Paul Laperriere CAO
from the Municipality of Mattawa.

JOHN DIXON PUBLIC LIBRARY

Presentation Summary
For The
Municipality of Calvin
September 10, 2024



Where We've Been...

- The John Dixon Public Library (the "Library"), has been in existence for several years
- Member municipalities include Mattawa, Mattawan, Calvin and Papineau-Cameron
- According to Library stats, membership in 2023 was 227 active cardholders, up from 157 or 69% in 2022.
- In 2024 relations with the landlord (Near North District Public School Board) was at an all-time low
- It was mutually agreed that the Library needed to move out
- In late spring, the Library Board announced to Mattawa Council that it would be temporarily closing its doors



Where We Are...

- The Library has been closed since the end of July, 2024.
- Books and resource materials have stored in a safe, dry and air-controlled space
- The Library Board is looking to re-invent itself (what does a Library look like in the 21st century?)
- The Town of Mattawa has agreed to help the Library Board in finding a new locale



Where We Are Going...

- The success of a Library rests with the members for whom the Library will serve
- All member municipalities should have voice as to what the Library will look like, where it should be and how it should be funded
- We are establishing a stakeholder group consisting of one member from each municipality, each with an equal voice
- In addition to a representative from each municipality, there will also be a representative from the Library Board, the Museum Board (possible new locale) and the CAO from Mattawa being the current host. If the new locale is other than in Mattawa, the CAO of that municipality would be on the stakeholder group instead
- A representative from any municipality does not have to be a member of Council of that municipality

Action items...

- First, we need to know if the Municipality of Calvin is interested in having and being part of, a Library
- Second, we need to know if the Municipality of Calvin is interested in having a representative on a stakeholder group and to advise us who that person will be
- We are currently looking at the Mattawa Museum as to a possible locale since:
 - Mattawa already owns the building and
 - It is under-utilized and
 - It is closed for half the year or more
- We are looking at sources of funding to develop the Library in alignment with its new vision, when finalized

CONSENT AGENDA-September 10, 2024

1. Support AMTCO: Provincial Updates to the Municipal Elections.
 2. Ministry of Energy and Electrification: Province launches larges competitive energy procurement
 3. Employment and Social Development: Reducing the number of temporary foreign workers in Canada
 4. The Corporation of the Municipality of West Nipissing: Physician shortage
-

If you wish to separate an Item from the Consent Agenda, please contact the Clerk prior to the meeting so a resolution can be prepared.

Thank you

Deputy Clerk

From: Ontario News <newsroom@ontario.ca>
Sent: Wednesday, August 28, 2024 9:43 AM
To: Deputy Clerk
Subject: Province Launches Largest Competitive Energy Procurement in Ontario History

NEWS RELEASE

Province Launches Largest Competitive Energy Procurement in Ontario History

Procurement will ensure long-term affordability as electricity demand forecasts to rise 60 per cent by 2050

August 28, 2024

Ministry of Energy and Electrification

TORONTO – The Ontario government is launching the largest competitive energy procurement in the province’s history, focused on generating affordable electricity for families and businesses. This builds on the province’s plan to procure up to 5,000 megawatts (MW) of energy through a series of procurements to help foster economic prosperity and meet the growing demand for clean and reliable energy.

The government announced a plan of action for more affordable energy, supporting Ontario’s diverse supply mix including nuclear, hydroelectric, renewables, natural gas, and biomass. The Second Long-Term Procurement (LT2) will plan future energy initiatives in communities that provide consent while protecting prime agricultural areas, including:

- Requiring energy project developers to receive municipal support resolutions to ensure local support and consent for new projects.
- Prohibiting all projects in specialty crop areas and ground-mounted solar in prime agricultural areas to prevent solar farms.
- Incentivizing projects located in northern Ontario and those which avoid prime agricultural areas, along with a plan to unlock Crown Lands for renewable energy.
- Incentivizing economic opportunities for projects with or by Indigenous communities on whose traditional territory the projects are proposed.
- Requiring Agricultural Impact Assessments for projects that are permitted on all prime agricultural areas.

“With energy demand growing rapidly, our government is stepping up by advancing our largest energy procurement in our history. Our ‘all-of-the-above’ energy resource

approach will expand access to affordable electricity to families and businesses across Ontario while opposing the regressive carbon tax,” said Stephen Lecce, Minister of Energy and Electrification. “Unlike the former government who imposed energy projects on unwilling communities, we are putting municipalities in the driver’s seat as we expand energy generation. We are delivering more affordable and reliable energy while protecting prime agricultural areas.”

The Minister’s letter to the Independent Electricity System Operator (IESO) outlines that the procurement should be transparent, competitive, and cost-effective to secure technology-agnostic energy resources, including wind and solar. This includes explicit directions to protect prime agricultural areas. The Minister is also requesting that the IESO bring options to expedite delivery of the procurement to help meet growing demand.

“This historic plan will deliver the new electricity our dynamic province and growing agricultural sector will need while protecting farmland,” said Rob Flack, Minister of Agriculture, Food, and Agribusiness. “By requiring municipal support resolutions and Agricultural Impact Assessments for new energy projects, banning solar farms on prime farmland and crop areas, and promoting new projects in the North, we’ve secured a four-tier lock to ensure a balance between our energy needs and the needs of our farmers.”

To advance Ontario’s expanded electricity needs, the IESO is expected to report back with a procurement design framework by September 20, 2024, and consider how to conclude energy and capacity procurements by February 28, 2026. The accelerated timelines will ensure that Ontario can continue to support large-scale investments that require a clean and reliable energy supply to create well-paying jobs across the province.

By launching a competitive procurement framework, the government is ensuring long-term affordability for Ontario’s ratepayers and businesses. This procurement also builds on the government’s recent procurement of nearly 3,000 MW of new battery storage projects ranging from five to over 400 MW in capacity.

“Our forecasts show that Ontario will need more resources to meet demand as our population and economy grows and continues to electrify,” said Lesley Gallinger, Chief Executive Officer of the Independent Electricity System Operator. “We’ve been engaging with the sector and communities, and with this accelerated timeline, we are ready to move quickly to secure supply from all eligible technologies.”

Advancing the largest energy procurement is just one part of the government’s plan to meet growing energy demand and reduce emissions by expanding Ontario’s clean, reliable, and affordable energy grid, including:

- **Nuclear Energy** – Advancing clean, reliable, and affordable nuclear power through the largest pre-development work at Bruce Power in 30 years, four small modular reactors at Darlington and supporting Ontario Power Generation’s plan for refurbishing the Pickering Nuclear Generation Station

- **New Transmission Infrastructure** – Designating and prioritizing transmission lines in Southwestern, Northeastern and Eastern Ontario that will power job creators, including EV and EV battery manufacturing and clean steel production.
- **Keeping Costs Down** – Launching new energy efficiency programs on January 1, 2025, and building on the government's \$342 million expansion of existing energy efficiency programs which are helping families and businesses reduce their electricity usage and save money on their energy bills.
- **Additional Competitive Procurements** – Successfully re-contracting existing capacity resources at about a 30 per cent discount and plans for additional competitive procurements to re-secure both existing capacity and energy resources.

Quick Facts

- The IESO has forecast that by 2050, Ontario's electricity consumption will rise by 60 per cent. This demand stems primarily from Ontario's rapid increase in population, new manufacturing facilities, advanced technologies like artificial intelligence (AI) data centres, the electrification of industry, and the charging energy required for electric vehicles.
- The IESO has recommended cadenced procurements of approximately 5,000 MW of new electricity resources to be procured by 2034.
- The Canadian Department of Natural Resources estimates that data centres currently consume one per cent of all electricity used in Canada.
- In Spring 2024, the Ontario government secured nearly 3,000 MW of capacity, including the largest battery storage procurement in Canada's history.
- Ontario's electricity system is among the cleanest in the world, powered by a diverse supply mix including nuclear, hydroelectric, renewables, natural gas, and biomass.

Quotes

"As Ontario's economy grows, the importance of having an abundant supply of clean and reliable energy in every corner of the province cannot be overstated. Our province's industry and workers rely on dependable electricity grid to keep factories, mines, greenhouses, and construction sites going. This historic procurement will ensure the work underway to expand our province's energy grid will continue to be powered by clean, reliable, and affordable electricity for years to come"

- Hon. Sam Oosterhoff
Associate Minister of Energy-Intensive Industries

"AMO commends the province for investing in clean energy and empowering municipalities to assess the suitability of energy projects for our communities. Energy is essential for our prosperity. Municipalities look forward to seeing the IESO's procurements deliver the clean, reliable and affordable energy needed to power more homes and businesses."



TOWNSHIP OF
RUSSELL

CERTIFIED RESOLUTION

Date: August 26, 2024 **Item(s) no.:** 10 (ref. a)

Subject: Resolution to Support AMCTO Provincial Updates to the Municipal Elections Act

Moved by: Jamie Laurin

Seconded by: Lisa Deacon

WHEREAS elections rules need to be clear, supporting candidates and voters in their electoral participation and election administrators in running elections; and

WHEREAS legislation needs to strike the right balance between providing clear rules and frameworks to ensure the integrity of the electoral process; and

WHEREAS the legislation must also reduce administrative and operational burden for municipal staff ensuring that local election administrators can run elections in a way that responds to the unique circumstances of their local communities; and

WHEREAS the Municipal Elections Act, 1996 (MEA) will be 30 years old by the next municipal and school board elections in 2026; and

WHEREAS the MEA sets out the rules for local elections, the Assessment Act, 1990 and the Education Act, 1990 also contain provisions impacting local elections adding more places for voters, candidates, and administrators to look for the rules that bind the local democratic process in Ontario; and

WHEREAS with rules across three pieces of legislation, and the MEA containing a patchwork of clauses, there are interpretation challenges, inconsistencies, and gaps to fill; and

WHEREAS the Act can pose difficulties for voters, candidates, contributors and third-party advertisers to read, to interpret, to comply with and for election administrators to enforce; and

WHEREAS while local elections are run as efficiently and effectively as can be within the current legislative framework, modernization and continuous improvement is needed to ensure the Act is responsive to today's needs and tomorrow's challenges; and

WHEREAS to keep public trust and improve safeguards the Act should be reviewed considering the ever-changing landscape which impacts elections administration including privacy, the threats of foreign interference, increased spread of mis/disinformation and the increased use of technologies like artificial intelligence and use of digital identities; and

WHEREAS the Association of Municipal Managers, Clerks, and Treasurers of Ontario (AMCTO) reviewed the Act and has provided several recommendations including modernizing the legislation, harmonizing rules, and streamlining and simplifying administration; and

WHEREAS AMCTO put forward recommendations for amendments ahead of the 2026 elections and longer-term recommendations for amendments ahead of the 2030 elections; therefore

BE IT RESOLVED THAT the Township of Russell calls for the Province to update the MEA with priority amendments as outlined by AMCTO before Summer 2025 and commence work to review and re-write the MEA with longer-term recommendations ahead of the 2030 elections; and be it further

RESOLVED that this resolution will be forwarded to all municipalities in Ontario for support and that each endorsement be then forwarded to the Minister of Municipal Affairs and Housing, the Minister of Education, the Minister of Public and Business Service Delivery, Minister of Finance, the Premier of Ontario, MPP of Glengarry-Prescott-Russell and AMCTO.

MOTION APPROVED

I, Joanne Camiré Laflamme, Clerk of the Corporation of the Township of Russell, hereby certify that the foregoing is a true copy of the resolution adopted by the Council of the Corporation of the Township of Russell on the 26th day of August 2024.



Handwritten signature of Joanne Camiré Laflamme in cursive script, written over a horizontal line.

Joanne Camiré Laflamme
Clerk



Government
of Canada

Gouvernement
du Canada

[Canada.ca](#) > [Employment and Social Development Canada](#)

Minister Boissonnault reducing the number of temporary foreign workers in Canada

From: [Employment and Social Development Canada](#)

News release

August 26, 2024

Gatineau, Quebec

Employment and Social

Development Canada

The Temporary Foreign Worker (TFW) Program is designed as an extraordinary measure to be used only when qualified Canadians and permanent residents are not able to fill job vacancies.

Unfortunately, the TFW Program has been used to circumvent hiring talented workers in Canada. That is why, earlier this month, Minister Boissonnault brought together business organizations to inform them that the Government of Canada was considering reductions in access to the Program, as well as strengthened compliance measures.

Given current labour market conditions, and to further reduce the reliance of Canadian employers on the Program, Randy Boissonnault, Minister of Employment, Workforce Development and Official Languages, announced today that the Government is taking further action to weed out TFW Program misuse and fraud.

In response to the current employment environment, the following changes will be implemented, effective by September 26, 2024:

- The Government of Canada will refuse to process Labour Market Impact Assessments (LMIAs) in the Low-Wage stream, applicable in census metropolitan areas with an unemployment rate of 6% or higher. Exceptions will be granted for seasonal and non-seasonal jobs in food security sectors (primary agriculture, food processing and fish processing), as well as construction and healthcare;
- Employers will be allowed to hire no more than 10% of their total workforce through the TFW Program. This maximum employment percentage will be applied to the Low-Wage stream and is a further reduction from the March 2024 reduction. Exceptions will be granted for seasonal and non-seasonal jobs in food security sectors (primary agriculture, food processing and fish processing), as well as healthcare and construction; and
- The maximum duration of employment for workers hired through the Low-Wage stream will be reduced to one year (from two years).

Employers in Canada have a responsibility to invest in the full range of workers available in this country, such as young people, newcomers, and persons with disabilities, who are too often an untapped economic resource in Canada. They must also invest in retraining or upskilling to ensure that those they currently employ can adapt to the economy of the future. The Government of Canada will continue to work with business and organizations to help them find the workers they need and ensure that Canadian workers have the opportunities they deserve, by providing supports for training and education.

The Government of Canada will continue to monitor labour market conditions and introduce further adjustments to the Program as needed in the coming months to ensure that only employers with demonstrable labour market

needs have access to the Program. Within the next 90 days, further review will be undertaken of the Program, which could result in changes to the High-Wage Stream, to existing LMIA applications for which positions have not been filled, to sectoral exceptions, or refusing to process other LMIA applications, including for rural areas.

Quotes

“The Temporary Foreign Worker program was designed to address labour market shortages when qualified Canadians were not able to fill those roles. Right now, we know that there are more Canadians qualified to fill open positions. The changes we are making today will prioritize Canadians workers and ensures Canadians can trust the program is meeting the needs of our economy.”

– Minister of Employment, Workforce Development and Official Languages, Randy Boissonnault

Quick facts

- According to the latest data from the Labour Force Survey, the overall unemployment rate has increased to 6.4% following two consecutive monthly increases in May and June. Canada’s unemployment rate increased 0.2 percentage points to 6.4% in June 2024. The unemployment rate trended up since April 2023, rising 1.3 percentage points over the period. In June 2024, there were 1.4 million unemployed people, an increase of 42,000 (+3.1%) from the previous month.



West Nipissing Ouest

Joie de vivre

The Corporation of the Municipality of West Nipissing
La Corporation de la Municipalité de Nipissing Ouest
101-225, rue Holditch Street, Sturgeon Falls, ON P2B 1T1

P/T (705) 753-2250 (1-800-263-5359)
F/TC (705) 753-3950

September 4, 2024

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

SENT VIA E-MAIL
premier@ontario.ca

Dear Premier Ford :

RE: REQUEST FOR PROVINCIAL GOVERNMENT TO RECOGNIZE PHYSICIAN SHORTAGE ACROSS ONTARIO

At it's regular meeting held on September 3 2024, Council for the Municipality of West Nipissing passed the following resolution.

<< Resolution: **2024/232**

Moved By: Councillor R. St-Louis

Seconded By: Councillor G. Pharand

BE IT RESOLVED THAT at the meeting of September 3, 2024, Council for the Municipality of West Nipissing received and supports the resolutions from the following municipalities requesting the Provincial Government to recognize the physician shortage across Ontario:

- Twp. Lake of Bays, Council passed Resolution #TC-206-2024 at its regular meeting held on August 13, 2024
- Town of Bradford West Gwillimbury, Council passed Resolution #2024-253 at its regular meeting held on August 6, 2024
- Town of Bracebridge, Council passed Motion #24-GC-149 at its regular meeting held on August 26, 2024

BE IT RESOLVED THAT Council for the Municipality of West Nipissing urges the Provincial Government to recognize the physician shortage in the Municipality of West Nipissing as well as across all of Ontario and to fund health care appropriately to ensure that every Ontarian has access to physician care.

BE IT FURTHER RESOLVED THAT a copy of this resolution be forwarded to the Honourable Premier of Ontario, Honourable Minister of Health for Ontario; Chief Medical Officer of Health for Ontario, Ontario Medical Association (OMA), Association of Ontario Municipalities (AMO), John Vanthof (MPP), Marc Serré (MP), and all Municipalities in Ontario.

CARRIED >>

In accordance with Council's direction, the resolution is being forwarded for your reference.

Respectfully,

Janice Dupuis
Deputy Clerk
Municipality of West Nipissing



West Nipissing Ouest

CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING

Council - Committee of the Whole

Resolution # 2024/232
Title: Authorize support resolution re: Physician Shortage
Date: September 3, 2024

Moved by: Councillor Roch St. Louis
Seconded by: Councillor Georges Pharand

BE IT RESOLVED THAT at the meeting of September 3, 2024, Council for the Municipality of West Nipissing received and supports the resolutions from the following municipalities requesting the Provincial Government to recognize the physician shortage across Ontario:

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CARRIED

CEMC REPORT

Emergency Management for the Municipality of Calvin

Presented to Council: Sept 10, 2024

By: Julie Daniel

The Municipality is required to pass resolutions, through council, to create an Emergency Management Program Committee (EMPC the planning group) and a Municipal Emergency Control Group (MECG the action group).

EMPC

Each municipality is required to have an Emergency Management Program Committee. The purpose is to be the planners of the Emergency Management Program.

The committee should be composed of

- CEMC (mandatory)
- a senior municipal official (the province will verify the appointment)
- Head of council and an alternate, as appointed
- municipal employees who are responsible for emergency management functions (Public Works and Fire)

The council shall appoint one of the members of the committee to be the chair of the committee, by resolution.

This committee should be made up of members, of our own municipality. This should be the initial committee made. This committee would then be able to discuss and give suggestions for the MEC Group, the location for the Emergency Operation Centre (EOC) and locations for shelters and a reception centre.

The committee shall advise the council on the development and implementation of the municipality's emergency management program.

Initially, it might take a few meetings to get everything in place. Once the plan is set, the committee would be required to conduct an annual review of the municipality's emergency management program and make recommendations to council.

Action: Appoint Committee members at this meeting and meet as soon as possible.

MECG

Each municipality is required to have a Municipal Emergency Control Group that is responsible for directing the municipal response, during an emergency, including the implementation of the municipal emergency plan. Members must be appointed by council and participate in annual training and an annual emergency exercise.

Members should be appointed by their position title, not individual names or by “representative of” and “or alternate”.

Typical MECG members may include:

- Head of council
- Chief administrative officer
- Finance Coordinator
- Community Emergency Management Co-ordinator (CEMC)
- Emergency information officer (EIO)
- Scribe
- Fire chief
- Public Works Manager

It is highly recommended that MECG members have alternates who may be called upon in case of absences, particularly during emergency situations. Typically, senior municipal officials designate someone within their departments to fulfill their responsibilities during absences. Since we are shy of bodies for alternates, this may be where we include Papineau-Cameron members as back ups. Unfortunately, they would not have the personal knowledge, of our area and systems, but they could be trained.

Municipalities may also wish to include a “Supporting Agency” section of the MECG membership which includes agencies that may be called upon to provide their expertise. Since this group is not appointed by council, it is acceptable to have “representative” as a position title when it is unknown whom from the agency may attend the emergency.

These agencies may include:

- Medical officer of health (or a senior public health official)
- Emergency Medical Services (EMS) Representative
- Social Services DNSSAB Representative
- Ontario Provincial Police (OPP) representative
- EMO field officer
- Non-governmental organizations (NGO) representatives
- Other representatives/senior management of key agencies

Action: Appoint MECG Committee members at first EMP meeting
--

EIO

The Emergency Information Officer would be the person that would be sending out communications to the public and media, during an event. They would be writing up the communiques, but would not necessarily be speaking, to the public, themselves. The province is asking for a name for this position.

To designate an EIO, they must be an employee of the municipality and cannot be a member of Municipal Council. A Municipal Spokesperson can be a council member however.

When I asked our area Emergency Management Field Officer, if the CAO could be the EIO, she felt it would not be a good idea, as the CAO would be carrying on a very active role during any incident.

This role can be discussed within the EMP Committee and a name brought forward. I just wanted you to be aware, of this position and its need to be filled.

Action: Appoint EIO at the first EMP Committee meeting.

EOC

An EOC is an Emergency Operation Centre. This would be the where the MECG (Municipal Emergency Control Group- action group) would be working out of during an emergency situation. Every municipality must establish one. It does not need to be a dedicated facility, but it must be able to be immediately occupied, by the MECG, during an emergency.

It must have appropriate technological and telecommunications systems to ensure effective communication, in an emergency. There is a grant that is coming from the government that may be able to help us with supplies, for our EOC.

Action: Discuss suitable spaces for hosting EOC and designate the EOC at the first EMP Meeting

Bernie Derible is the Deputy Minister and Commissioner of Emergency Management, in Ontario. Following Covid, Premier Ford realized that Ontario was not as prepared as it should be and asked Bernie to make it so. He met with CEMCs (Community Emergency Management Coordinators) and others (Councillor Moreton was there) recently in North Bay. This guy is a go-getter and will be making Emergency Management a priority in Ontario.

I realize, filling these roles will be difficult, considering the staff size.

The Municipality has not been in compliance concerning the Emergency Management plan, since 2021. We are basically starting from scratch. Getting these committees together, will be the first step and help us be more prepared.

I am looking forward to working with the CAO, mayor, council and Municipality of Calvin employees, to be completely compliant in 2025.



Corporation of the Municipality of Calvin Council Resolution

Date: September 10, 2024

Resolution Number: 2024-

Moved By: Councillor

Seconded By: Councillor

NOW THEREFORE BE IT RESOLVED THAT:

Council for the Corporation of the Municipality of Calvin has received and accepts the CEMC report.

Results:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Grant	<input type="checkbox"/>	<input type="checkbox"/>
Latimer	<input type="checkbox"/>	<input type="checkbox"/>
Manson	<input type="checkbox"/>	<input type="checkbox"/>
Moreton	<input type="checkbox"/>	<input type="checkbox"/>
Mayor Gould (Absent)	<input type="checkbox"/>	<input type="checkbox"/>



Corporation of the Municipality of Calvin

Council Resolution

Date: September 10, 2024

Resolution Number: 2024-

Moved By: Councillor

Seconded By: Councillor

Whereas the Corporation for the Municipality of Calvin is required to have an Emergency Management Program Committee, a Municipal Emergency Control Group, a designated Emergency Information Officer and a dedicated Emergency Operation Centre,

Now therefore be it resolved that Council appoint the following persons to the Municipality of Calvin's Emergency Management Program Committee:

- Julie Daniel, CEMC
- Donna Maitland, Senior Municipal Official
- Mayor Richard Gould, Head of Council
- Ann Carr, Public Works Superintendent
- Mariel Labreche, Fire Chief.

And furthermore recognizing that the Mayor is currently on a short term leave of absence from Council, and the requirement for this committee to meet as soon as possible, that until his return from the leave of absence, that Deputy Mayor Bill Moreton be appointed as the Head of Council's alternate on this committee.

Results:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Grant	<input type="checkbox"/>	<input type="checkbox"/>
Latimer	<input type="checkbox"/>	<input type="checkbox"/>
Manson	<input type="checkbox"/>	<input type="checkbox"/>
Moreton	<input type="checkbox"/>	<input type="checkbox"/>
Mayor Gould (Absent)	<input type="checkbox"/>	<input type="checkbox"/>



Corporation of the Municipality of Calvin

Council Resolution

Date: September 10, 2024

Resolution Number: 2024-

Moved By: Councillor

Seconded By: Councillor

Whereas Council for the Corporation of Calvin has received the CEMC report,

Now therefore be it resolved that Council delegate authority to the newly formed Emergency Management Program Committee to:

- appoint members to the Municipal Emergency Control Group,
- appoint an Emergency Information Officer, and
- designate the Municipality's Emergency Operation Centre location.

And further that Council, recognizing the urgency of its need to be in compliance with its emergency planning responsibilities, requests the Emergency Management Program Committee, whose terms of reference are laid out in the CEMC Report presented to Council on this date, meet as soon as possible, and if at all possible, prior to the end of September.

Results:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Grant	<input type="checkbox"/>	<input type="checkbox"/>
Latimer	<input type="checkbox"/>	<input type="checkbox"/>
Manson	<input type="checkbox"/>	<input type="checkbox"/>
Moreton	<input type="checkbox"/>	<input type="checkbox"/>
Mayor Gould (Absent)	<input type="checkbox"/>	<input type="checkbox"/>



THE MUNICIPALITY OF CALVIN
REPORT TO COUNCIL
PUBLIC WORKS DEPARTMENT

To: Mayor and Council
 Subject: Public Works Superintendent's Report
 Author: Ann Carr, Public Works Superintendent
 Date: September 10th, 2024

Purpose:

To update Council of the operations of the Public Works, Landfill and Recreational Departments.

Public Works:

Prepared shoulders for the surface treatment on Boundary Road.

Boundary Road and sections of Peddlers Drive surface treatment was completed by Duncor. The project turned out nicely and was on budget. The cost that was included in the Capital Budget and was funded by CCFB and NORDS. This project was not included in the tax levy.

Ditching on Mount Pleasant has been completed. This project included 240 hours of ditching by a contractor as well as the use of a triaxle under contract. The department provided 2 tandem axle trucks and drivers to complete the project. All ditching material was hauled to the landfill and will be used for cover. The capital project was funded by CCFB and was on budget. This project was not included in the tax levy.

The department purchased a used pick-up truck which has curved the used of mileage on the operational budget. The truck is shared between all departments and has been working well with the Public Works Department using it in the mornings for patrols and traffic control set ups. The Recreation Department staff use it for hauling the lawn mower to the cemetery as well as garbage pick up and recycling to the landfill. The purchase of the pick-up truck was funded by Road Capital and will provide significant savings on the upcoming operational budget.

Had a washout on Peddlers Drive when the beaver dam let go above it. Beaver dams are located on private property and makes it difficult to manage when the department is unable to enter private property. I would like to propose a beaver management by-law to Council for consideration in October to mitigate the risk of beaver dams destroying municipal infrastructure as well as the cost implications being borne to the private property owner and or providing permissions to enter private land to maintain the beaver dams. Currently the municipality does not have a budget to hire a trapper to re-locate the beaver.

Both tandems have be certified. The 2015 International safety cost 40.00 and the emissions test came back at 0.0%. The next safeties for the trucks will fall under the new legislation and methods to safety with a tablet and the MTO sends the sticker for the truck. Time will tell if their will be additional cost involved.

Roadside grass cutting has been completed throughout the Municipality.

Changed cross culvert on Moreau Road and Mount Pleasant.

New Public Works Superintendent started on August 19th and has been working with all departments.



THE MUNICIPALITY OF CALVIN
REPORT TO COUNCIL
PUBLIC WORKS DEPARTMENT

Operational activities such as grading, covering the landfill, pothole repair on hardtop surfaces and patrolling has continued throughout the Capital Projects.

Work to be Completed in September:

Brushing on Boundary Road and east side of Peddlers Drive.

Gravel to be belly dumped on Mount Pleasant Road to Latimer's Lane, Pratt Road and Galston Road from Peddlers Drive to Beckett Lane.

Install new rink liner for winter.

Start shaping roads with the grader for winter.

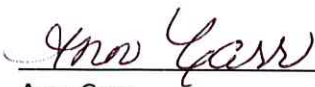
Reorganize the landfill for ease of winter operations and better traffic flow.

Recommendation:


WHEREAS, the Public Works Superintendent has provided a Public Works Department report for Council **AND THAT** Council accept the report as provided.

Respectfully yours,

I concur with this report,



Ann Carr
Public Works Superintendent



Donna Maitland
CAO, Clerk Treasurer



Corporation of the Municipality of Calvin

Council Resolution

Date: September 10, 2024

Resolution Number: 2024-

Moved By: Councillor

Seconded By: Councillor

WHEREAS, the Public Works Superintendent has provided a Public Works Department report for Council,

NOW THEREFORE BE IT RESOLVED THAT Council for the Corporation of the Municipality of Calvin has received and accepts the Public Works Superintendent Report.

Results:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Grant	<input type="checkbox"/>	<input type="checkbox"/>
Latimer	<input type="checkbox"/>	<input type="checkbox"/>
Manson	<input type="checkbox"/>	<input type="checkbox"/>
Moreton	<input type="checkbox"/>	<input type="checkbox"/>
Mayor Gould (Absent)	<input type="checkbox"/>	<input type="checkbox"/>

September 10, 2024

CAO report to Council –By-Law 2021-018 being a by-law to establish salary and hourly remuneration grid for Officers and Staff

PURPOSE:

To discuss the need to update this by-law.

BACKGROUND:

This by-law sets the remuneration of Council and municipal staff. Changes have been made to some but not all of staff positions forming part of this by-law and/or to the position salaries. This by-law is outdated.

RECOMMENDATION:

That an ad-hoc committee of Council be struck to present recommendations to Council with respect to updating this by-law.

That its makeup include at minimum 2 members of Council and the CAO, supported administratively by the Deputy Clerk.

RATIONALE:

Since this by-law was introduced in 2018, there have been a number of changes with respect to remuneration of Officers and Staff. Specifically, Councils since then have,

-approved a Collective Bargaining Agreement which contains multi-year wage grids for all but 3 of its payrolled employees (CAO Clerk Treasurer, Public Works Superintendent, Deputy Clerk Records Management Coordinator)

-introduced new job descriptions, have not filled or reviewed the job descriptions for those who are not currently positions within the Bargaining Unit, and/or have introduced new position titles and job descriptions for some of the positions not currently in the Bargaining Unit (Road Superintendent, Deputy-Clerk Treasurer, Fire Chief Building Inspector, Municipal Enforcement Officer, Animal Control Officer, Landfill Superintendent, Recreation Superintendent, Cemetery Superintendent, Emergency Management Coordinator to name a few)

-have not reviewed Council remuneration (due in 2022).

LEGAL AUTHORITY

The Municipal Act 2001, c.25, Part VI – Councils may pass a by-law for fixing the remuneration of its officers and employees.

ANALYSIS and OPTIONS

-repeal the existing bylaw and do not replace it; negotiate terms and conditions of non-unionized employees on an individual basis, merit driven compensation, upon hiring and annually before new year budgets are set AND set Council remuneration on a multi-year basis considering elected terms of Office.

- establish an ad-hoc committee to review the existing bylaw and make recommendations to Council with respect to its update.

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

BY-LAW NO. 2021-018

BEING A BY-LAW TO ESTABLISH SALARY AND HOURLY REMUNERATION GRID FOR OFFICERS AND STAFF OF THE CORPORATION FOR 2021.

WHEREAS, pursuant to the Municipal Act, 2001, c. 25. Part VI, as amended, the Council of the Corporation of the Municipality of Calvin may pass a by-law for fixing the remuneration of its officers and employees of the Corporation.

AND WHEREAS the Council has deemed it desirable to pass such a by-law;

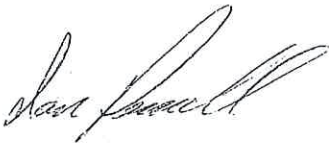
NOW THEREFORE THE COUNCIL OF THE MUNICIPALITY OF CALVIN HEREBY ENACTS AS FOLLOWS:

1. That the salary and hourly remuneration pay grid for the positions of Officers and Employees of the Corporation be hereby fixed for 2021 as per Schedule "A" which is attached and becomes part of this by-law.
2. That any previous by-laws or resolutions pertaining to the remuneration of Officers and Employees of the Corporation are hereby repealed.

Read a first time this 25th day of May 2021.

Read a second time this 25th day of May 2021.

Read a third time and finally passed in open council this 8th day of June 2021.



MAYOR



CLERK-TREASURER

Schedule "A"
To By-Law No. 2021-018
Position Rates 2021

	COUNCIL MEMBERS				
1.	Mayor and Deputy Mayor	<i>As per By-law 2018-003</i>		<i>Review every 4 years</i>	<i>Next 2022</i>
2.	Councillor	<i>As per By-law 2018-003</i>		<i>Review every 4 years</i>	<i>Next 2022</i>
	SALARIED EMPLOYEES				
1.	Clerk-Treasurer	\$47,675	to	\$73,835	<i>Annually</i>
	FULL-TIME EMPLOYEES				
1.	Road Superintendent	\$21.78	to	\$33.74	<i>Hourly</i>
2.	Equipment Operator - Roads	\$18.68	to	\$26.00	<i>Hourly</i>
3.	Deputy Clerk-Treasurer	\$18.68	to	\$27.80	<i>Hourly</i>
4.	Administrative Assistant	\$16.73	to	\$24.19	<i>Hourly</i>
	PART-TIME EMPLOYEES				
1.	Fire Chief Building Inspector	\$19.20	to	\$30.42	<i>Hourly</i>
2.	Shared Chief Building Official	\$22.86	to	\$45.00	<i>Hourly</i>
3.	Deputy Clerk-Treasurer	\$18.68	to	\$27.80	<i>Hourly</i>
4.	Municipal Enforcement Officer Animal Control Officer Landfill Superintendent Recreation Superintendent Cemetery Superintendent Deputy Fire Chief	\$18.68	to	\$26.00	<i>Hourly</i>
5.	Equipment Operator - Roads	\$18.68	to	\$26.00	<i>Hourly</i>
6.	Labourer/Custodian – General, all dept.	\$15.95	to	\$22.10	<i>Hourly</i>
7.	Administrative Assistant	\$16.73	to	\$24.19	<i>Hourly</i>
8.	Emergency Management – Primary and Alternate Coordinator Designated Officer	\$16.73	to	\$21.25	<i>Hourly</i>
9.	Student (under 18) /Year Round	Min Wage	to	\$13.74	<i>Hourly</i>
10.	Student (under 18) /Seasonal	Min Wage	to	\$13.74	<i>Hourly</i>
11.	Student (over 18)	Min Wage	to	\$14.61	<i>Hourly</i>

2019 added Deputy Fire Chief and Emergency Management Coordinator(s); 2020 added Designated Officer



Corporation of the Municipality of Calvin Council Resolution

Date: September 10, 2024

Resolution Number: 2024-

Moved By: Councillor

Seconded By: Councillor

Whereas Council has received the CAO report entitled "CAO report to Council–By-Law 2021-018 being a by-law to establish salary and hourly remuneration grid for Officers and Staff" and considered the analysis/options and recommendations found within it,

Now therefore be it resolved that,

That an ad-hoc committee of Council be struck to present recommendations to Council with respect to updating this by-law, and that this committee consists of the following members:

- *
- *
- *
- *

Results:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Grant	<input type="checkbox"/>	<input type="checkbox"/>
Latimer	<input type="checkbox"/>	<input type="checkbox"/>
Manson	<input type="checkbox"/>	<input type="checkbox"/>
Moreton	<input type="checkbox"/>	<input type="checkbox"/>
Mayor Gould (Absent)	<input type="checkbox"/>	<input type="checkbox"/>



THE MUNICIPALITY OF CALVIN
REPORT TO COUNCIL
PUBLIC WORKS DEPARTMENT

To: Mayor and Council
Subject: Background Report for Agreement with Circular Materials Ontario
Author: Ann Carr, Public Works Superintendent
Date: September 10th, 2024

Purpose:

This report is to inform Council of the historical background which has initiated the agreement with the Municipality of Calvin and Circular Materials Ontario regarding the new recycling program and the transition into this program initiated by the Province of Ontario.

Background:

Municipalities in Ontario will transition to a Common Blue Box collection system for all communities in Ontario. Each municipality will transition from the old Blue Box program to the new producer responsibility system by the end of 2025. The Municipality of Calvin will transition on January 01, 2025 as indicated in the agreement.

As part of the Province’s Waste Free Strategy, Ontario has shifted toward a circular economy that shifts the responsibility to producers for the end-of-life management of their products and packaging, also referred to as Individual Producer Responsibility.

To support the shift, Ontario passed the Waste Free Ontario Act, 2016, and enacted the Resource Recovery and Circular Economy Act, 2016, and the Waste Diversion Transition Act, 2016.

On June 03, 2021, the Ministry of Environment, Conservation and Parks (MECP) released the final Blue Box regulation (Ontario Regulation 391/21) for the Management of Ontario’s current Blue Box program. The intent of this legislation is to shift the responsibility of these programs from municipalities to the producers of these products and packaging- referred to as the Provincial Blue Box Individual Producer Responsibility (IPR) program.

Under the Provincial Blue Box IPR Program, the Municipality will no longer be responsible for processing blue box materials as well as providing the same blue box program for the Province of Ontario.

All Ontario municipalities will complete the transition by December 31, 2025. During the transition period, producers of products and packaging are required to do their best to implement recycling programs similar to those established in each municipality. The Municipality of Calvin will remain a depot only collection site and will continue to operate the site as a contractor to Circular Materials Ontario. (CMO)

CMO will in turn pay the Municipality to operate the recycling depot under the Statement of Work Schedule saving the residents the cost of recycling and placing that responsibility on the producers. Beginning January 01, 2026, following the transition period, a standardized Provincial Blue Box Program will be implemented across Ontario where producers will have to meet regulatory requirements under a standard collection system developed by Producer Responsibility Organizations.



THE MUNICIPALITY OF CALVIN
REPORT TO COUNCIL
PUBLIC WORKS DEPARTMENT

The plans for the standard collection system are to be submitted to the Resource and Productivity and Recovery Authority (RPRA), the regulatory body for the Provincial IPR regulations. At this time, the PRO's will assume responsibility for all eligible sources. Circular Materials Organization (CMO) and Green For Life (GFL) has a commercial agreement to underpin the implementation and operation of the standard of collection system.

The attached motion and by-law is to enter into the agreement with CMO to provide an agreement with the Municipality regarding our role as the contractor as well as the expectations of CMO so that the Municipality can be paid as a service provider as well as maintain the level of service that we currently provide.

Recommendation:

See attached motion and by-law.

Respectfully yours,



Ann Carr
Public Works Superintendent

I concur with this report,



Donna Maitland
CAO, Clerk Treasurer



Corporation of the Municipality of Calvin Council Resolution

Date: September 10, 2024

By-Law 2024-57

Resolution Number: 2024-

Moved By: Councillor

Seconded By: Councillor

WHEREAS, Council for the Municipality of Calvin has received the superintendent report entitled "Background Report for the Agreement with Circular Materials Ontario

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

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

WHEREAS, Contractor and CMO jointly desire to enter into this Agreement respecting the collection of Blue Box Material at Depots for the applicable Eligible Community; and

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

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

NOW THEREFORE BE IT RESOLVED, Council of the Corporation of the Municipality of Calvin hereby approves this By-Law 2024- 57 to be read, enacted and passed this 10th day of September 2024.

1. That the Deputy Mayor and CAO are designated as the Signing Officers and are authorized to execute on behalf of the Corporation of the Municipality of Calvin.
2. That the attached Agreement be hereto and form part and parcel of this By-Law.
3. That any other By-law inconsistent with this By-Law is hereby repealed.
4. This By-Law shall be enacted and in effect upon the signing thereof.

Results:

Recorded Vote:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Grant	<input type="checkbox"/>	<input type="checkbox"/>
Latimer	<input type="checkbox"/>	<input type="checkbox"/>
Manson	<input type="checkbox"/>	<input type="checkbox"/>
Moreton	<input type="checkbox"/>	<input type="checkbox"/>
Mayor Gould (Absent)	<input type="checkbox"/>	<input type="checkbox"/>



**ELIGIBLE COMMUNITY
DEPOT OPERATIONS AGREEMENT**

Number 2024-00-144



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

Between

The Corporation of the Municipality of Calvin, a corporation incorporated under the laws of Ontario, having a place of business at 1355 Peddlers Drive, Mattawa ON P0H 1V0 ("Contractor")

And

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

RECITALS

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

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

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

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

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

1. Beginning on the applicable Eligible Community Service Commencement Date listed in Exhibit 5, the Contractor shall perform the Work required by this Agreement for all Depots listed in Exhibit 2 and Exhibit 3.
2. Unless terminated in accordance with this Agreement, the time period during which the Work required by this Agreement is to be performed is from the earliest Eligible Community Service Commencement Date listed in Exhibit 5 (or the Eligible Community Service Commencement Date if there is only one listed in Exhibit 5) until December 31, 2025. CMO and the Contractor may, by Change Order, extend this Agreement for up to three (3) further periods of one (1) year each. The initial term and any such additional term or terms are herein referred to as the "Agreement Term".
4. The full compensation for the Work under this Agreement shall be as set forth in Exhibit 6, which excludes Value Added Taxes. Value Added Taxes are payable by CMO to the Contractor on the price of this Agreement.



5. In the event of the termination of this Agreement, CMO shall only pay for the Work authorized by this Agreement which is performed prior to the termination date. For the purposes of clarity, CMO shall not be liable to make any other payments in connection with this Agreement as a result of such termination.

6. Attached and forming an integral part of this Agreement are the following exhibits:
 - (i) Exhibit 1 – Scope of Work and Other Provisions;
 - (ii) Exhibit 2 – Staffed Depots in Eligible Communities;
 - (iii) Exhibit 3 – Unstaffed Depots in Eligible Communities;
 - (iv) Exhibit 4 – Blue Box Material Accepted in Collection System;
 - (v) Exhibit 5 – Service Commencement Dates; and
 - (vi) Exhibit 6 – Compensation.

[Remainder of Page Intentionally Left Blank]

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



The Corporation of the Municipality of Calvin

By: _____

Name:

Title:

By: _____

Name:

Title:

We have authority to bind the Contractor.

Circular Materials Ontario

By: _____

Name: Allen Langdon

Title: CEO

I have authority to bind CMO.



EXHIBIT 1: SCOPE OF WORK AND OTHER PROVISIONS

**ARTICLE 1
DEFINITIONS**

1.1 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



1.2 Interpretation

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



1.3 Managed Contract

- (a) The Parties acknowledge and agree that this Agreement may be managed for CMO by a Manager. As of the Effective Date, CMO identifies RLG Systems Canada Inc. or one or more of its affiliates (“RLG”) as the Manager. Notwithstanding any other provision in this Agreement, CMO may identify, in writing, its rights under this Agreement, in whole or part, that may also be exercised, or enjoyed, by the Manager.

- (b) The Manager:
 - (i) shall receive copies of documents provided to CMO or that may be requested by CMO and may request copies of documents;
 - (ii) shall be notified, along with CMO, pursuant to Sections 1.5 and 1.6 of Exhibit 6 and Section 8.9(b) of Exhibit 1; and
 - (iii) may provide notice to the Contractor pursuant to Section 7.3(d) of Exhibit 1.



ARTICLE 2 SCOPE OF COLLECTION SERVICES

2.1 Scope of Collection Services

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



ARTICLE 3 COLLECTION SERVICE PROVISION

3.1 Addition or Removal of Depots

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

3.2 Blue Box Material to be Collected

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



3.3 Non-Eligible Source Deduction

- (a) Subject to Section 3.3(b) of Exhibit 1, the non-eligible source deduction for each calendar month ("Non-Eligible Source Deduction") shall be eight-point forty percent (8.40%) and such amount shall be used in the calculation of the Contract Price, pursuant to Exhibit 6.
- (b) If:
 - (i) the Contractor has submitted information and documents substantiating, to CMO's reasonable satisfaction, that the proportion of Blue Box Material from Non-Eligible Sources is less than eight-point forty percent (8.40%), then, at CMO's discretion, CMO may reduce the Non-Eligible Source Deduction upon thirty (30) days written notice; or
 - (ii) the amount of Blue Box Material collected differs from the amount expected by CMO, based on the typical capture rates of Blue Box Material and the estimated Blue Box Material available for collection, then, at CMO's discretion, CMO may increase the amount of the Non-Eligible Source Deduction, upon thirty (30) days written notice, to reflect the capture rate for Blue Box Material that is within the typical range of capture rates,

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

3.4 Labour Disruption

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

3.5 Access to the Work

- (a) Without limiting the generality of any other provision in this Agreement, at all times requested by CMO or the Manager during operating hours upon at least 48-hours notice, the Contractor shall, at no expense to CMO or the Manager, provide CMO, the Manager and their respective professional advisors, auditors and consultants, and any Person



authorized by CMO or the Manager with access to the Work (including the staff performing the Work and the Equipment being used to perform the Work) to monitor, observe and review any Work (including the staff performing the Work and the Equipment being used to perform the Work) being performed, provided that such access is not a health and safety risk to the Contractor's staff, or to CMO's or the Manager's respective personnel, and the Contractor shall, and shall cause the Subcontractors to, provide, and cooperate with CMO or the Manager in providing, such access. The Contractor shall provide access to such Work (including the staff performing the Work and the Equipment being used to perform the Work) whenever and wherever it is in progress and the Contractor shall provide sufficient, safe and proper facilities in respect of such access. Without limiting the generality of the foregoing, during such access, CMO or the Manager may monitor the Work (including the staff performing the Work and the Equipment being used to perform the Work) provided that such monitoring, observing or reviewing of the Contractor's Work or Equipment shall not cause unreasonable delays to the Contractor's performance of the Work.

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

3.6 Subcontractors

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



ARTICLE 4
SCOPE OF PROMOTION AND EDUCATION SERVICE

4.1 Scope of Promotion and Education Services

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



**ARTICLE 5
REPRESENTATION AND WARRANTY**

5.1 Representations and Warranties

Contractor represents and warrants to and covenants with CMO that:

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



ARTICLE 6
RECORD KEEPING AND REPORTING REQUIREMENTS

6.1 Record Keeping and Reporting Requirements

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

ARTICLE 7
FAILURE TO PERFORM, REMEDIES, TERMINATION

7.1 Responsibility for Damages/Indemnification

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

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

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

willful misconduct of, CMO, its officers, agents, servants, employees, licensees or contractors (other than the Contractor).

7.2 Limited Liabilities

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

7.3 Force Majeure

- (a) Subject to Section 7.3(b) of Exhibit 1, "Force Majeure Event" means any event or circumstance beyond the reasonable control of either CMO or the Contractor (other than a lack of funds or other financial reason) including the following:
 - (i) Unusually Severe Adverse Weather Conditions; and
 - (ii) riots, war, rebellion, sabotage and atomic or nuclear incidents.



- (b) A Force Majeure Event shall not include the following events or circumstances:
 - (i) weather conditions that are not Unusually Severe Adverse Weather Conditions;
 - (ii) an electricity system outage, unless the electricity system outage affects an entire Eligible Community and persists for at least forty-eight (48) hours and is caused by a Force Majeure Event;
 - (iii) unavailability of, or delays in delivery or breakage of, or shortage of, Equipment or materials, unless such unavailability, delays, breakage or shortage are caused by a Force Majeure Event;
 - (iv) the quantity of Blue Box Material collected or received differs from the Contractor's expectations;
 - (v) delay or other failure arising out of the nature of the Work to be done, or from any normal difficulties that may be encountered in the performance of the Work, having regard to the nature thereof;
 - (vi) if and to the extent the Party seeking to invoke the Force Majeure Event has caused the applicable Force Majeure Event by its (and, in the case of the Contractor, Subcontractor's) fault or negligence; or
 - (vii) if and to the extent the Party seeking to invoke the Force Majeure Event has failed to use reasonable efforts to prevent or remedy the Force Majeure Event, so far as possible and within a reasonable time period.
- (c) A Party that experiences a Force Majeure Event shall use all commercially reasonable efforts to end the Force Majeure Event, ensure the effects of the Force Majeure Event are minimized and resume full performance under this Agreement.
- (d) In the event that either CMO or the Contractor shall be unable to fulfil, or shall be delayed, or shall be prevented from the fulfilment of, its obligation under this Agreement by reason of a Force Majeure Event, then either Party shall forthwith notify the other in writing and CMO shall:
 - (i) terminate this Agreement or any affected Statements of Work as soon as reasonably practicable in writing and without any further payments being made; and
 - (ii) perform, or engage others to perform, the obligations under this Agreement that are impacted by the Force Majeure Event; or
 - (iii) authorize the Contractor to continue the performance of this Agreement in writing with such adjustments and/or amendments as required by the existence of the Force Majeure Event and as agreed upon by both Parties acting reasonably. If the Parties cannot agree upon the adjustments and/or amendments, it is



agreed by the Parties that this Agreement shall be immediately terminated with no further obligations by either Party.

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

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

7.4 Agreement Termination

- (a) Any termination of this Agreement or termination of the Contractor's right to perform the Work (or any part thereof) by CMO shall be without prejudice to any other rights or remedies CMO may have.
- (b) Without prejudice to any other right or remedy CMO may have under this Agreement, CMO may terminate this Agreement or terminate the Contractor's right to perform the Work (or any part thereof) as follows:
 - (i) notwithstanding any other section of this Agreement, if there is a Legislative Change, immediately, upon written notice being provided to the Contractor;
 - (ii) if there is a Contractor Default and the Contractor has failed to cure such Contractor Default within fifteen (15) Business Days after receipt of notice of such Contractor Default, or within such other time as mutually agreed between the Parties, immediately, upon written notice being provided to the Contractor; and
 - (iii) if the Parties cannot agree upon a Change Order upon thirty (30) days' written notice being provided to the Contractor.
- (c) If CMO terminates this Agreement as noted above, CMO is entitled to:
 - (i) Take possession immediately of all the Blue Box Material;
 - (ii) Withhold any further payments to the Contractor until the completion of the Work; and
 - (iii) Recover from the Contractor, any loss, damage, and expense incurred by CMO by reason of the Contractor's default under Sections 7.4(b)(ii) or 7.4(b)(iii) of Exhibit 1, which may be deducted from any monies due, or becoming due, to the Contractor.
- (d) For clarity, if CMO terminates this Agreement because of a Legislative Change or pursuant to Section 7.4(b)(iii) of Exhibit 1, then, subject to the other provisions of this Agreement, CMO shall only be required to pay the Contractor for the Work performed prior to the

date of termination, less any amounts already paid for Work performed, and not for lost profits.

7.5 Remedies

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

7.6 Disputes

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

7.7 Arbitration

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

7.8 Choice of Forum

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

ARTICLE 8 STANDARD CONDITIONS

8.1 Governing Laws

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

8.2 Compliance with Laws and Permits

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

8.3 Assignment

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

8.4 Contractor to Make Examinations

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

8.5 Access to Records

- (a) The Contractor shall maintain in its designated local office full and complete operations, customer and service accounts, and records, as applicable to the Work, including records related to Collection Services and Promotion and Education Services, in each case in accordance with the Regulation (collectively, the "Records") that at any reasonable time shall be open for inspection and copying for any reasonable purpose by CMO or the Manager. CMO or the Manager shall be allowed access to the Records for audit (including, as applicable to the Work, for an audit of practices and procedures implemented in respect of Part VI of the Regulation in accordance with Section 67 of the Regulation) and review purposes.



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

8.6 Insurance

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



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

8.7 Changes to Agreement

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

8.8 Change Management

- (a) CMO shall be entitled to propose changes, alterations and/or amendments to the Work including removing all or a portion of the Work under any Statements of Work. If CMO deems it prudent to require a change in the Work, CMO shall notify the Contractor of the proposed change in the Work in writing ("Change Notice"). Without limiting the foregoing, CMO may issue a Change Notice using the Manager.
- (b) A Change Notice shall describe the change in the Work in sufficient detail to enable the Contractor to calculate and provide a change in cost estimate (the "Cost Estimate"), if any. The Contractor agrees that the Cost Estimate shall be provided in writing to CMO within a period of fifteen (15) Business Days or other timeline agreed to with CMO in writing from the date of receipt of the Change Notice.

- (c) The Cost Estimate shall include but is not limited to the following as it relates to the change in Work:
 - (i) A comment on whether relief from compliance with Contractor's obligations under this Agreement is required;
 - (ii) Any impact on Contractor's ability to meet its obligations and the terms and conditions set out in this Agreement;
 - (iii) Any amendment that may be required to be made to the terms and/or conditions of this Agreement; and
 - (iv) Any change in the Contractor's costs.
- (d) As soon as practicable after CMO receives the Cost Estimate, the Parties shall act in good faith to resolve the issues set out in the Cost Estimate and Change Notice, including providing evidence that the Contractor has used best efforts, such as (where practicable) the use of competitive quotes with its subcontractors to minimize any increase in costs and maximize any reduction in costs, demonstrating that any expenditure to be incurred or avoided has been determined in a cost effective manner, and any other evidence deemed appropriate by the Contractor and CMO, acting reasonably.
- (e) If the Contractor does not intend to use its own resources to implement any change in the Work, subject to prior written approval of CMO, the Contractor may subcontract the required resources with the objective of ensuring that it obtains best value for money when procuring any Work, services, supplies, materials, or Equipment required in relation to the change in the Work.
- (f) If the Parties agree to the Cost Estimate and Change Notice, as may be modified, amended or altered by the Parties, the Parties shall document the applicable changes to this Agreement ("Change Order") in respect of such modified, amended or altered Cost Estimate and Change Notice within five (5) Business Days after the Contractor receives confirmation from CMO that such Cost Estimate and Change Notice are accepted. For clarity, the Cost Estimate and Change Notice shall not be implemented, unless and until, the Parties have entered into a Change Order in respect of such Cost Estimate and Change Notice.
- (g) Any change in the Work that causes, or is expected to cause, the Contractor's costs or any subcontractor's costs to decrease shall be treated as a benefit to the Contractor with the expectation and understanding that CMO will also realize a proportional financial benefit in an amount to be negotiated in good faith between the Parties. If such an understanding cannot be reached, the Parties agree to resolve the difference through the dispute resolution provisions set out in this Agreement.
- (h) Contractor's Proposed Change in the Work:
 - (i) If the Contractor seeks to propose a change in the Work in accordance with an express entitlement in this Agreement, it must notify CMO in writing. The

Contractor, in proposing a change in the Work, agrees to provide CMO with the following information and details in writing:

- A description of the proposed change in the Work in sufficient detail, to enable CMO to evaluate it in full;
- Reasons in support of the Contractor's proposed change in Work;
- Set out the details and implications of the change in the Work, including any anticipated change in the costs of providing the Work by the Contractor;
- Indicate whether a variation to the Contract Price is proposed (and, if so, provide a detailed Cost Estimate of such proposed change); and
- Identify an appropriate timeframe for the implementation of the change in Work.

(ii) CMO agrees that it shall, in a timely manner, and in any event no later than fifteen (15) Business Days, evaluate the Contractor's proposed change in the Work, considering all relevant issues, including whether:

- A change in the Contract Price will occur;
- The change affects the quality of the Work or the likelihood of successful delivery of the amended Work;
- The change will interfere with any relationship of CMO with third parties;
- The financial strength of the Contractor is sufficient to perform the change; and
- The change materially affects the risks or costs to which CMO is exposed.

(iii) If CMO accepts the Contractor's proposed change in the Work, the change in the Work shall be set out in a Change Order documenting all changes to the scope of Work and/or terms and conditions of this Agreement. Where CMO accepts the Contractor's change proposal CMO shall notify the Contractor in a timely manner.

(iv) If CMO rejects the Contractor's change proposal, CMO shall provide written reasons outlining the basis upon which the change in Work is not accepted by CMO.

(v) Unless CMO specifically agrees to an increase in the Contract Price in writing, there shall be no increase in price because of a change in the Work proposed by the Contractor.

(vi) Any change in the Work proposed by the Contractor that causes or that is expected to cause the Contractor's costs or any subcontractor's costs to decrease

shall be treated as a benefit with expectation that CMO will also realize a proportional financial benefit in an amount to be negotiated in good faith between the Parties. The Parties agree to take all reasonable steps to negotiate the proportional financial benefit in good faith, failing which the Parties agree to resolve the difference through the dispute resolution provisions set out in this Agreement.

- (i) Except as specifically confirmed in writing by the Parties in accordance with this Section 8.8 of Exhibit 1, all Work shall remain unaltered and shall be performed in accordance with the terms and conditions of this Agreement.

8.9 Conflicts and Omissions

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

8.10 Duty to Notify

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

8.11 Confidentiality Covenant

- (a) Confidential Information means information of or relating to a party (the "Disclosing Party") that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure and has or will come into the possession or knowledge of the other party (the "Receiving Party") whether such information is or has been conveyed verbally or in written or other tangible form, and whether such information is acquired directly or indirectly such as in the course of discussions or other investigations by the Receiving Party. Without limiting the foregoing, Confidential Information includes all technical, financial and business information, ideas, concepts or know-how, or relating to Work performance and Work delivery and the terms of this Agreement. Confidential Information does not include information that: (i) was already known to the Receiving Party, without obligation to keep it confidential, at the time of its receipt from the Disclosing Party; or (ii) is or becomes

available to the public other than as a result of a breach hereof by the Receiving Party; provided that the foregoing exceptions will not apply with respect to any personal information that is subject to privacy laws (“Confidential Information”).

- (b) The Receiving Party shall:
 - (i) take all measures reasonably required to maintain the confidentiality and security of the Confidential Information of the Disclosing Party;
 - (ii) not use or reproduce Confidential Information for any purpose, other than as reasonably required to exercise or perform its rights or obligations under this Agreement;
 - (iii) not disclose any Confidential Information other than to employees, agents or subcontractors of the Receiving Party (“Representatives”) to the extent, and only to the extent, they have a need to know the Confidential Information in order for Receiving Party to exercise its rights or perform its obligations under this Agreement and who are bound by a legal obligation to protect the received Confidential Information from unauthorized use or disclosure; and
 - (iv) be responsible for any breach of this Agreement by any of its Representatives.
- (c) Notwithstanding the above, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by Applicable Law, provided that, unless prohibited by Applicable Law, the Receiving Party gives the Disclosing Party an opportunity to oppose the disclosure or to seek a protective order protecting such Confidential Information prior to any such disclosure.
- (d) Upon expiry or termination of this Agreement, or upon request by the Disclosing Party, the Receiving Party will return to the Disclosing Party, or irrecoverably destroy, any Confidential Information of the Disclosing Party.
- (e) Contractor will not access, collect, use, disclose, dispose of or otherwise handle information of or about individuals that is subject to Applicable Laws relating to privacy (“Privacy Laws”) in the performance of its obligations under this Agreement, except: (i) to the extent necessary to perform the Work; (ii) in accordance with all Privacy Laws; and (iii) in a manner that enables CMO to comply with all Privacy Laws, including that the Contractor will obtain appropriate consents from the applicable individuals to allow Contractor and CMO to exercise their rights and to perform their obligations under this Agreement as they relate to such information. Unless prohibited by Applicable Law, Contractor will immediately notify CMO of any demand, or request by a third party (including any government or a regulatory authority) for the disclosure of any information of CMO which is subject to Privacy Laws, and, to the maximum extent permitted by Applicable Law, will oppose, seek judicial relief of and appeal any such demand or request. Contractor will immediately notify CMO if Contractor becomes aware that Contractor has failed to comply with Privacy Laws in connection with of this Agreement.

- (f) Each Party agrees and acknowledges that any violation of this Section 8.11 of Exhibit 1 may cause irreparable injury to the other Party and that, in addition to any other remedies that may be available (in law, in equity or otherwise), the injured Party shall be entitled to seek an injunction, specific performance or other equitable relief against the threatened breach of this Section 8.11 of Exhibit 1 or the continuation of any such breach, without the necessity of proving actual damages or posting any bond or other security.

8.12 Severability

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

8.13 Survival

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

8.14 Further Assurances

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

8.15 Revisions to this Agreement

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



8.16 Counterparts

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

8.17 Notice

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

To CMO:

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

Email: procurement@circularmaterials.ca

With a copy to Manager:

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

Email: Catherine.McCausland@rev-log.com

To Contractor:

The Corporation of the Municipality of Calvin
1355 Peddlers Drive,
Mattawa ON P0H 1V0
Attention: Donna Maitland, CAO Clerk Treasurer

Email: cao@calvintownship.ca



EXHIBIT 2: STAFFED DEPOTS IN ELIGIBLE COMMUNITIES

Eligible Community	Depot Name	Street Address	City	Postal Code	Days of Operation per Calendar Month	Hours of Operation per Day
The Corporation of the Municipality of Calvin	Calvin Landfill	111 Adams Road	Calvin	POH 1V0	Summer: May 1 - Sept 30 Tues: 1pm - 6pm Sat: 10am - 3pm Closed: Mon, Wed, Thurs, Sun Winter - Oct. 1 - Apr. 30 Tues - 1pm - 4pm Sat. - 10am - 3pm Closed: Mon, Wed, Thurs, Sun Holidays: Closed	Summer: Mon = 0 Tues = 5 Wed = 0 Thurs = 0 Fri = 0 Sat = 5 Sun = 0 Winter: Mon = 0 Tues = 3 Wed = 0 Thurs = 0 Fri = 0 Sat = 5 Sun = 0 Holidays = Closed

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



EXHIBIT 3: UNSTAFFED DEPOTS IN ELIGIBLE COMMUNITIES

Eligible Community	Depot Name	Street Address	City	Postal Code
The Corporation of the Municipality of Calvin	None			

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



EXHIBIT 4: BLUE BOX MATERIAL ACCEPTED IN COLLECTION SYSTEM

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

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



EXHIBIT 5: SERVICE COMMENCEMENT DATES

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

Eligible Community	Eligible Community Service Commencement Date
The Corporation of the Township of Calvin	01-01-2025

EXHIBIT 6: COMPENSATION

- 1.1 All amounts in this Agreement are in Canadian funds.
- 1.2 The Contractor shall submit an invoice to CMO within fifteen (15) days of the end of a month in respect of the Contract Price for the Work performed during such calendar month.
- 1.3 CMO shall pay the Contract Price for the Work performed during a calendar month, in accordance with this Agreement, on the 45th calendar day after the end of such calendar month, provided that an invoice has been received and if such day is not a Business Day then CMO shall make such payment on the next Business Day.
- 1.4 The Contractor shall be entitled to interest upon any amounts owing for more than thirty (30) calendar days on account of delay in payment by CMO, until payment of the unpaid amount. The interest shall be simple interest payable monthly at a rate of one percent (1%) per annum plus Prime.
- 1.5 Where the Contractor disputes the amount of a payment, the Contractor shall issue a written notice to CMO describing the reasons for the disputed amount.
- 1.6 The Contractor shall inform CMO of any payment errors that result in overpayment by CMO in a timely manner by issuing a written notice informing CMO of the credit necessary to correct such error in the next payment or, if the overpayment is in respect of the last payment, by issuing a refund to CMO within thirty (30) calendar days.
- 1.7 Except for the applicable Value Added Taxes payable by CMO, all taxes, including any sales, use, excise and similar value added taxes, however denominated or measured, imposed upon the price or compensation under this Agreement, or upon the Work provided hereunder or thereunder, or based on or measured by gross receipts or net income, or measured by wages, salaries or other remuneration of the Contractor's employees, will be solely the responsibility of the Contractor. The Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.
- 1.8 In the event there are any monies payable to CMO by the Contractor under the terms of this Agreement, CMO shall invoice the Contractor for such amounts and the Contractor shall pay such amounts to CMO in accordance with such invoice.
- 1.9 For each calendar month during the Agreement Term, the Contract Price for the Work performed in accordance with the requirements of this Agreement shall be calculated as follows:
 - (a) \$1.00 multiplied by 302 (the number Households that received Promotion and Education Services for such calendar month) and divided by twelve (12); plus
 - (a) Residential Depot Operation Costs; less



- (b) the Non-Eligible Source Deduction multiplied by the tonnes of Blue Box Material picked up by CMO, or a contractor identified by CMO from time to time, from the Depots during the applicable calendar month, multiplied by the Non-Eligible Source Blue Box Material Unit Price.

For the purposes of this Agreement, “**Residential Depot Operation Costs**” means \$644 per month, as adjusted in accordance with this Agreement, and “**Non-Eligible Source Blue Box Material Unit Price**” means \$200.00 per tonne, as adjusted in accordance with this Agreement. The Residential Depot Operation Costs include the Contractor’s administration factor as published by the Resource Productivity and Recovery Authority.

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

1.10 Total Residential Depot Operation Costs Adjustment

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

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

- (b) The “**Base Residential Depot Operation Costs**” is the Residential Depot Operation Costs at the Agreement Eligible Community Service Commencement Date as set out in Section 1.1.
- (c) The “**Non-Fuel Price Component**” is 100% of the Base Residential Depot Operation Costs.
- (d) For the first calendar month immediately following the first annual anniversary of the Agreement Eligible Community Service Commencement Date and for each subsequent annual anniversary, the “**Non-Fuel Price Component Adjustment**” shall be (1) the Non-Fuel Price Component multiplied by (2) the percentage change in the CPI Index, as most recently published, since the Agreement Eligible Community Service Commencement Date. The Non-Fuel Price Component Adjustment will be added to or subtracted, as applicable, from the Base Residential Depot Operation Costs, for such calendar month and for each of the subsequent eleven (11) calendar months.

1.11 Total Non-Eligible Source Blue Box Material Unit Price Adjustment

- (a) The Non-Eligible Source Blue Box Material Unit Price for each calendar month of the Agreement Term shall be determined as follows:
- (b) Non-Eligible Source Blue Box Material Unit Price = Base Non-Eligible Source Blue Box Material Unit Price + CM Fuel Price Component Adjustment + CPI Component Adjustment, where such price adjustments are applicable to the calendar month.

- (c) The “**Base Non-Eligible Source Blue Box Material Unit Price**” is the Non-Eligible Source Blue Box Material Unit Price as set out in Section 1.1 of Exhibit 6.
- (d) The “**CM Fuel Price Component**” is 20% of the Base Non-Eligible Source Blue Box Material Unit Price.
- (e) The “**CPI Component**” is 80% of the Base Non-Eligible Source Blue Box Material Unit Price.
- (f) For each calendar month during the Agreement Term, the “**CM Fuel Price Component Adjustment**” shall be (1) the CM Fuel Price Component multiplied by (2) the percent change in the Southern Ontario Diesel Price, as most recently published in the table of Fuel Prices located at <https://data.ontario.ca/dataset/fuels-price-survey-information> (“**CM Diesel Fuel Index**”), compared to the Southern Ontario Diesel Price for the first week of July 2023. The CM Fuel Price Component Adjustment will be added to or subtracted from, as applicable, the Base Non-Eligible Source Blue Box Material Unit Price.
- (g) In the month of April of each calendar year during the Agreement Term, the “**CPI Component Adjustment**” shall be (1) the CPI Component multiplied by (2) the percent change in the CPI Index, as published for March of such calendar year, compared to the CPI Index for July 2023. The CPI Component Adjustment will be added to or subtracted from, as applicable, the Base Non-Eligible Source Blue Box Material Unit Price for April of such calendar year and for each of the subsequent eleven (11) calendar months.

1.12 CPI Index

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

1.13 Changes to Indices

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

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

Deputy Clerk Report

8.1

Report To: Council
Meeting Date: September 10, 2024
Subject: Amendment to By-Law 2024-54 Fees and Charges

A. Recommendations

That Council receive this report from the Deputy Clerk regarding amendments to the wording of By-Law 2024-54 being a By-Law to impose and consolidate the fees and charges for the Municipal Services, Activities and for the use of its property.

B. Overview

This report serves to inform Council of the update to the status of actions related to resolution 2024-296 during the August 27, 2024 Regular Council Meeting.

C. Background

1. By-Law 2024-54 amendment to By-Law 2024-47 was passed by Resolution 2024-296 on August 27, 2024 during the Regular Meeting of Council, "That Council approves the changes to Schedule "A" as attached and that By-Law 2024-54 be hereby imposed and ratified, which would amend the Commissioner of Oath Fee and remove the Pound Fee per repeal of By-Law 2007-013 being a By-Law to provide for Licensing and Regulating of Dogs". Upon further review I note the wording of this resolution to repeal By-Law 2007-013 is incorrect per resolution 2024-290 the decision from Council was not repeal By-Law 2007-013 but was defeated.

D. Status

Recommend Council to approve the wording changes to By-Law 2024-54 by removing "per repeal of By-Law 2007-013".

Thank you

Teresa Scroope
Deputy Clerk Records Management Coordinator
Corporation of the Municipality of Calvin
1355 Peddlers Dr., R.R.#2, Mattawa, ON, P0H 1V0
Ph: 705-744-2700 Ext. 201 | Fax: 705-744-0309
deputyclerk@calvintownship.ca



Corporation of the Municipality of Calvin Council Resolution

Date: August 27, 2024

By-Law 2024-54 Amendment to By-Law 2024-47

Resolution Number: 2024- 296

Moved By: Councillor *MANSON*

Seconded By: Councillor *LATIMER*

COPY

WHEREAS By-Law 2024-54 amendment to By-Law 2024-47 being a By-Law to impose and consolidate the fees and charges for the Municipal Services, Activities and for the use of its property,

AND WHEREAS the attached Schedules are set out as follows:

- Schedule A Clerk/Corporate Services
- Schedule B Building Inspection Services
- Schedule C Landfill Site Services
- Schedule D Planning Services
- Schedule E Recreation Hall Services
- Schedule F Fire Services
- Schedule G Public Works Services
- Schedule H Cemetery Price List
- Schedule I Closure and Disposition of Shoreline Road Allowances

AND WHERE AS Schedule "A" Clerk/Corporate Services and fees requires review and updating, removing the Pound Fee ~~per repeal of By-Law 2007-013 and~~ and amending the Commissioner of Oath Fee per Commissioner of Oath Policy By-Law.

*will go back
Sept 10th
as this By-law
2007-13 was
not repealed
but
defeated.*

NOW THEREFORE BE IT RESOLVED THAT Council of the Corporation of the Municipality of Calvin, approves of the changes to Schedule "A" as attached and that By-Law 2024-54 be hereby imposed and ratified,

1. That the Deputy Mayor and CAO are designated as the Signing Officers and are authorized to execute on behalf of the Corporation of the Municipality of Calvin.

2. That the attached be hereto and form part and parcel of this By-Law.
3. That By-Law 2024-47 and any other By-law inconsistent with this By-Law is hereby repealed.
4. This By-Law shall be enacted and in effect upon the signing thereof.

X  Deputy Mayor X  CAO

Results:

Recorded Vote:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Grant	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Latimer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Manson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Moreton	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Gould (Absent)	<input type="checkbox"/>	<input type="checkbox"/>



Corporation of the Municipality of Calvin

Council Resolution

Date: September 10, 2024

By-Law 2024-54 Amendment to By-Law 2024-47

Resolution Number: 2024-

Moved By: Councillor

Seconded By: Councillor

WHEREAS By-Law 2024-54 amendment to By-Law 2024-47 being a By-Law to impose and consolidate the fees and charges for the Municipal Services, Activities and for the use of its property,

AND WHEREAS the attached Schedules are set out as follows:

Schedule A Clerk/Corporate Services
 Schedule B Building Inspection Services
 Schedule C Landfill Site Services
 Schedule D Planning Services
 Schedule E Recreation Hall Services
 Schedule F Fire Services
 Schedule G Public Works Services
 Schedule H Cemetery Price List
 Schedule I Closure and Disposition of Shoreline Road Allowances

AND WHERE AS Schedule "A" Clerk/Corporate Services and fees requires review and updating, removing the Pound Fee and amending the Commissioner of Oath Fee per Commissioner of Oath Policy.

NOW THEREFORE BE IT RESOLVED THAT Council of the Corporation of the Municipality of Calvin, approves of the changes to Schedule "A" as attached and that **By-Law 2024-54** be hereby imposed and ratified,

1. That the Deputy Mayor and CAO are designated as the Signing Officers and are authorized to execute on behalf of the Corporation of the Municipality of Calvin.
2. That the attached be hereto and form part and parcel of this By-Law.

3. That By-Law 2024-47 and any other By-law inconsistent with this By-Law is hereby repealed.
4. This By-Law shall be enacted and in effect upon the signing thereof.

X _____ Deputy Mayor X _____ CAO

Results:

Recorded Vote:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Grant	<input type="checkbox"/>	<input type="checkbox"/>
Latimer	<input type="checkbox"/>	<input type="checkbox"/>
Manson	<input type="checkbox"/>	<input type="checkbox"/>
Moreton	<input type="checkbox"/>	<input type="checkbox"/>
Mayor Gould (Absent)	<input type="checkbox"/>	<input type="checkbox"/>



Corporation of the Municipality of Calvin

By-Law NO. 2024-54

Being A By-Law to Amend By-Law 2024-47 -Fees and Charges, Schedule "A"

BEING A BY-LAW TO IMPOSE AND CONSOLIDATE THE FEES AND CHARGES FOR MUNICIPAL SERVICES OR ACTIVITIES AND FOR THE USE OF ITS PROPERTY.

WHEREAS Section 391(1) of the Municipal Act, S.O. 2001, c.25 as amended, without limiting Sections 9, 10 and 11 authorizes municipalities to impose fees or charges on persons, for services or activities provided or done by or on behalf of the municipality, for costs payable by it for services or activities provided or done by or on behalf of any other municipality or local board; and for the use of its property including property under its control;

AND WHEREAS Section 398 (2) of the Municipal Act, S.O. 2001, c.25 as amended, provides for the addition of fees and charges imposed by the municipality or local board, respectively, to the tax roll for the following property in the local municipality and collect them in the same manner as municipal taxes: any property for which all the owners are responsible for paying the fees and charges;

AND WHEREAS Section 23.1 (1) of the Municipal Act, S.O. 2001, c. 25 as amended, authorizes a municipality to delegate its powers and duties to a person or body subject to the restrictions set in that Part;

AND WHEREAS Section 69 (1) of the Planning Act, R.S.O. 1990, c.13 provides that the Council of a municipality may by By-law establish a tariff of fees for the processing of applications made in respect of planning matters, which tariff shall be designed to meet only the anticipated cost to the municipality or to a committee of adjustment or land division committee constituted by the Council of the municipality;

AND WHEREAS Section 7 (1) of the Building Code Act, S.O. 1992, c. 23 as amended, provides that the Council of a municipality may pass by-laws requiring the payment of fees on applications for and issuance of permits and prescribing the amounts thereof, providing for refunds of fees under such circumstances as are prescribed;

AND WHEREAS Section 27 (1) of the Cemeteries Act (Revised), R.S.O. 1990, c.4. s. 2 (1), provides every owner shall file with the Registrar a price list of all interment rights and cemetery services and supplies that may be sold and all charges that may be made by that owner;

AND WHEREAS the Council of the Corporation of the Municipality of Calvin is desirous of establishing user fees and charges to recover some of the costs for services and rents provided by the Corporation;

NOW THEREFORE the Council of the Corporation of the Municipality of Calvin enacts as follows:

1. That the user fees, charges and rents as specified in Schedules A and B, C, D, E, F, G, H and I to this By-law be charged by the Corporation of the Municipality of Calvin for those services and activities provided by the Corporation, for costs payable by it for services or activities provided or done by or on behalf of any

other municipality or any local board; and for the use of property owned or under the control of the Corporation.

2. All fees and charges set out in this By-law shall be payable prior to the provision of the service unless an agreement in writing is made to the contrary and approved by the appropriate municipal official.

3. In the event any fee or charge imposed herein remains unpaid after provision of the service or is otherwise in arrears, such fees or charges may be added to the Tax Roll for any real property in the municipality, the owner of which is responsible for paying the fee charge and shall be collected in like manner as municipal taxes.

4. In default of payment of any charge levied herein, by the required due date for the payment thereof, a percentage charge of one and one-quarter percent (1 ¼%) is hereby imposed as a penalty for non-payment of such charge thereof, and such penalty shall be added to the charge as aforesaid or any installment or part thereof remaining unpaid on the first day of each calendar month thereafter in which default continues.

5. Council does hereby delegate to the CAO of the Corporation of the Municipality of Calvin, the authority to administer such fees and charges and approve such forms and procedures as may be required for the efficient administration of the fees and charges.

6. The fees set out in this By-law shall be reviewed on an annual basis by the CAO and each department manager prior to adoption of the current budget and if there is a discrepancy in fee prices, the fees set out herein supersede any fees listed in other By-laws.

7. All fees and charges listed in the Schedules to this By-law include all applicable taxes.

8. That the fees and charges set out in the attached Schedules are hereby imposed and ratified.

Set out as follows:

Schedule A Clerk/Corporate Services

Schedule B Building Inspection Services

Schedule C Landfill Site Services

Schedule D Planning Services

Schedule E Recreation Hall Services

Schedule F Fire Services

Schedule G Public Works Services

Schedule H Cemetery Price List

Schedule I Closure and Disposition of Shoreline Road Allowances

9. By-Law No. 2024-47 all associated amendments to the Fees and Charges By-law are repealed.

10. That this By-law shall come into full force and take effect as of the date of its signing by the Mayor/Deputy Mayor and CAO.

SCHEDULE "A" By-Law 2024-54

CORPORATION OF THE MUNICIPALITY OF CALVIN

CLERK/CORPORATE SERVICES

CLERK'S DEPARTMENT

Commissioner for Oaths and/or Witness of Signature \$20.00

(Proof of identity must be provided and signer must be present)

Township map (size 24" x 20") \$ 4.00

Certificate of Tax Arrears \$ 45.00

Letter in response to Building or Zoning Inquiries \$ 75.00

Letter in response to fire department inquires \$ 45.00

Photocopies /per page one side .30¢

Photocopies/per page two sided .50¢

Incoming faxes received /per page .30¢

Outgoing faxes sent/per page/local call .30¢

Outgoing faxes sent/long distance /flat rate \$ 5.00

Penalty charge for non-payment of current taxes per annum 15%
per month 1.25%

N.S.F cheques (each) \$ 35.00

File searches for each 15 minutes or part thereof \$ 7.50

(Municipal Freedom of Information and Protection to Privacy Act)

Film Industry Application for Permit Fee \$50.00

Booking Fee for Outdoor Facilities (non-residents ONLY) \$25.00

SCHEDULE "B" By-Law 2024-54

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

BUILDING INSPECTION SERVICES

Building without a permit \$500.00 for the first 50m² of building area and \$30.00 for each additional 10m² or part thereof

New buildings (except for accessory buildings) \$475.00 for the first 50m² of building area and \$30.00 for each additional 10m² or part thereof

Addition to buildings (except for accessory buildings) \$150.00 for the first 20m² and \$30.00 for each additional 10m² or part thereof

Accessory buildings which include garages, storage buildings, \$100.00 for the first 20m² and barns, porches, carports, sundecks, balconies, solariums and \$30.00 for each additional sunrooms (including additions to accessory buildings) 10m² or part thereof

Residential alterations, repairs or renovations including \$100.00 flat fee

Chimneys, plumbing, windows, doors

Demolition Permit \$75.00 flat fee

Change of Use \$100.00 includes one inspection

Moving a building into, within or out of the municipality \$75.00 flat fee

Reshingling a building. Permit is issued to the homeowner \$25.00 flat fee
allowing the disposal of old shingles at the landfill site plus tipping fees

Compliance letter (site inspection required) \$75.00 flat fee

SCHEDULE "C" By-Law 2024-54
 THE CORPORATION OF THE MUNICIPALITY OF CALVIN
 LANDFILL SITE SERVICES

Disposal Category	Resident, (each)	Non-Resident, (each)
Shingle disposal permit	\$25 + tipping fees	\$50+ tipping fees
Mixed Load (Divertible materials sorted)	\$25 per cubic meter/yard	\$50
After hours opening of landfill site (for special circumstances only)	\$80 per load + tipping fees	\$160 per load + tipping fees
Annual Household Waste Limit	104 Garbage Bags. After Limit the fee is \$1 per bag	No annual waste allotment. The fee is \$5 per bag
Recycling Blue Box, Grey Box or Clear Bags	\$0	\$5 each
Tipping Fee Category	Resident, (each)	Non-Resident, (each)
Utility Trailer (Single Axle)	\$25	\$50
Utility Trailer (Tandem Axle)	\$30	\$60
Pick-Up truck ½ ton (Beds, couches, etc.)	\$40	\$80
Single Axle Truck	\$100	\$200
Tandem Truck	\$175	\$350
Tri-axle Truck	\$225	\$450
Semi-trailer	\$250	\$500
Commercial Trailer-Single Axle (Dump/Enclosed Trailers)	\$45	\$90
Commercial Trailer-Tandem Axle (Dump/Enclosed Trailers)	\$80	\$160
Disposal Bins Large (40 Yard) Small (20 Yard) Any other sizes will be prices at \$10 per Yard	Large-\$300 Small-\$150	Large-\$600 Small-\$300
Freezer, fridge, air conditioner, dehumidifier.	\$40	\$80
Freezer, fridge, air conditioner, dehumidifier. - Freon Free Certified, Mattresses, Couch, Upholstered Chair & Box Springs each.	\$20	\$40
Tires-not on rims Tires-on rims	\$0 \$10	\$10 \$20

SCHEDULE "D" By-Law 2024-54

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

PLANNING SERVICES Official Plan Amendment \$2750

- Major

Official Plan Amendment -Minor \$1650

Zoning By-law Amendment \$1050

Consent Application (payable to East Nipissing \$800

Planning Board)

Minor Variance/Permission \$520

Subdivision \$5500

Site Plan Control \$1100

Part-lot control, Validation of Title \$175

Combined OPA and ZBLA 75% of combined costs

Lift Holding Symbol \$275.00

Communications Facility \$550.00

Pre-consultation Fee \$220.00

Planning Fees Refund Schedule – Municipality of Calvin		
Item	Refund	Description
Pre-consultation Fee, fee for additional meeting, circulation report or Planning report	Non refundable	Applicable to all pre-consultation and additional cost activities.
Application is withdrawn, or abandoned prior to preparation of first Planning Report	90%	Request must be made in writing prior to refund. No refund will be given where application has been abandoned and no response is made to Municipal correspondence to applicant within 90 days
Application is withdrawn after Planning Report but prior to Council decision	50%	Request must be made in writing prior to refund.
Application is refused by Council	75%	Municipality will issue refund.
Any application to the Committee of Adjustment	Non refundable	
Application is withdrawn prior to draft plan approval for subdivision or condominium	50%	Request must be made in writing prior to refund.
Post Council decision	Non refundable	
Demise of applicant		Refund will be prorated based on the request of the estate as the difference between the funds expended and amount of deposit or application fee will be refunded once final determination of costs are made by the Municipality
Deposit		Difference between funds expended and amount of deposit will be refunded once final determination of costs are made by the Municipality

SCHEDULE "E" By-Law 2024-54

**THE CORPORATION OF THE MUNICIPALITY OF CALVIN
RECREATION HALL SERVICES**

HALL RENTAL RATES (Renter must provide own Liability Insurance)

Booking deposit

At time of booking 50% of payment is required to guarantee and is Non-refundable if cancellation is not received at least 72 hours prior to event

Full Day – over 4 hours and up to 8 hours <i>(plus damage deposit)</i>	\$100.00
Full day – with alcohol <i>(plus damage deposit, provide own Party Alcohol Liability insurance and Special Occasion Permit)</i>	\$150.00
Full Day - Meetings/Seminars/Courses/Lectures/Business Functions <i>(plus damage deposit)</i>	\$100.00
Half Day – typically means 4 hours	\$ 50.00
Partial Day – up to 3 hours per session or 3 hours over one week	\$ 30.00
Funeral Luncheon - Calvin Residents only <i>(Non resident - see Half Day or Partial Day rate)</i>	No Charge
Meetings of Organized Local Community Groups or Charitable Organizations	No charge
Non-Alcohol Low Risk Events for the Betterment of the Community in General, which are Listed on the Attached List of Insured Low Risk Events or Approved at the Discretion of Council	No Charge

ADDITIONAL FEES

Use of Kitchen during event	\$ 50.00
Additional use of Kitchen the evening or day before the event or decorating or set up hall after 4pm the evening before event	\$ 50.00
Rental of Parking Lot (Film Industry)	\$100.00 per day
<u>Damage Deposit – PAYABLE IN CASH (Full day events only)</u> <i>Refundable upon staff Checklist completion</i>	
Damage Deposit with alcohol	\$150.00
Damage Deposit without alcohol	\$100.00

SCHEDULE “ F” By-Law 2024-54

**CORPORATION OF THE MUNICIPALITY OF CALVIN
FIRE SERVICES**

Fire Department Fees for False Alarms:

Where the Calvin Volunteer Fire Department responds to a false alarm, the following schedule of fees shall be payable to the Corporation of the Municipality of Calvin by the owner of the property from which the alarm originated:

i)	first false alarm – verbal	No charge
ii)	second false alarm within a twelve (12) month period of a first false alarm	\$100.00
iii)	third false alarm within a twelve (12) month period of a first false alarm	\$200.00
iv)	fourth false alarm with a twelve (12) month period of a first false alarm	\$300.00
v)	each additional false alarm within a twelve (12) month period of a first false alarm will carry a fee of an additional	\$100.00

The Calvin Volunteer Fire Department shall continue to respond to all alarms and calls for assistance notwithstanding any previous false alarms from a property or non-payment of any fee hereunder.

Non-Resident Vehicle Fires, Extrications or Accidents:

- a) Where the Calvin Fire Department provides an emergency response to a motor vehicle accident, a vehicle fire or to extricate a person or persons from a vehicle
- b) Where the call originates within the Calvin Fire Department response area
- c) Where the vehicle is owned by a non-resident,

an invoice shall be sent to the owner of the vehicle’s insurance provider and a fee for response and/or services provided shall be payable to The Corporation of the Municipality of Calvin, based on the current Ministry of Transportation rates. If the incident is on Hwy 17 or Hwy 630 an invoice will be sent directly to the Ministry of Transportation Claims Department regardless of residency.

Fire Inspection Services:

If the Calvin Volunteer Fire Department is requested to perform any fire inspection service for property located within the municipal boundaries of The Corporation of the Municipality of Calvin, there shall be a fee or charge of \$50.00 per inspection payable in advance by the owner or agent to the municipality.

Fire Department Cost Recovery:

When the Calvin Volunteer Fire department responds to an incident within its response area such as, but not limited to, a rail line fire or vehicle accident/fire, which leads to a multi agency response; all costs for the incident will be the responsibility of the owner of the equipment that caused the fire. An invoice will be sent to the owner of the equipment, payable to The Corporation of the Municipality of Calvin.

The **Fire Chief** may require occupancy **Owners**, corporations or persons within or outside the municipality to pay costs or fees for fire and emergency response or other administrative services provided to them. Invoicing for response services or recovery of fees will be conducted in accordance with the **Ministry of Transportation (MTO) Rates** as amended.

If as a result of a **Fire Department** response to a fire or emergency incident, the **Fire Chief** or his designate determines that it is necessary to incur additional expenses, retain a private contractor, rent special equipment not normally carried on a fire apparatus or use more materials than are carried on a fire apparatus (the "Additional Service") in order to suppress or extinguish a fire, preserve property, prevent a fire from spreading, control and eliminate an emergency, carry out or prevent damage to equipment owned by or contracted to the Corporation, assist in or otherwise conduct fire cause investigation or determination or otherwise carry out the duties and functions of the **Fire Department** and/or to generally make "safe" an incident or property, the owner of the property requiring or causing the need for the Additional Service or expense shall be charged the full costs to provide the Additional Service including all applicable taxes. Property shall mean personal and real property.

Fire Response Fees/Recovery of Costs-**Indemnification Technology**® Fire Department incident reporting, data collection and property insurance policy wording interpretation to maximize billing opportunities on behalf of fire departments by invoicing insurance companies for costs of fire department attendance with respect to insured perils. Current Ministry of Transportation (MTO) Rates as amended plus any additional costs for each and every call, will apply.

Special Services

Fees for any special services or for any special circumstances shall be considered and negotiated on an individual requirement basis. Such special services or circumstances shall require a request, in writing, received by either the Fire Chief or Mayor and Council. If applicable and if approved in principal, a Contract Agreement, outlining the special services or circumstances and the associated agreed upon fees, shall be prepared and adopted by By-law.

EMERGENCY RESPONSES OUTSIDE LIMITS OF THE MUNICIPALITY

The **Fire Department** shall not respond to a call with respect to a fire or an emergency incident outside the limits of the municipalities except with respect to a fire or an emergency;

- a) that in the opinion of the **Fire Chief** threatens property in the municipality or property situated outside the municipality that is owned or occupied by the municipality;
- b) in a municipality with which an agreement has been entered into to provide fire protection services, which may include automatic aid;
- c) on property with respect to which an approved agreement has been entered into with any person or corporation to provide fire protection therefore;
- d) at the discretion of the Fire Chief or designate, to a municipality authorized to participate in any county, district or regional mutual aid plan established by a fire coordinator appointed by the Fire Marshal or any other similar reciprocal plan or program;
- e) at the discretion of the **Fire Chief** to assist other municipal or provincial resources as required where a formal agreement may or may not be established.

- f) on those highways that are under the jurisdiction of the Ministry of Transportation or other agency within the District, where the District has a rescue system, or;
- g) on property beyond the municipal boundary where the **Fire Chief** or his designate determines that immediate action is necessary to preserve and protect life and the correct department is notified (where applicable) to respond and/or assumes command or establishes alternative measures.
- h) response due to a request for special assistance as required through a declaration of a provincial or federal emergency and such request has been approved by the **Fire Chief**.

SCHEDULE "G" By-Law 2024-54

**CORPORATION OF THE MUNICIPALITY OF
CALVIN PUBLIC WORKS SERVICES**

Civic address (911) signs

Supply and install original sign and post	\$ 60.00
Supply and install replacement sign	\$ 40.00
Supply and install replacement post	\$ 40.00

Parking Permit

Water Access Only Parking Permit at Smith Lake Boat Launch	\$125.00
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Entrance Permit

For all new or additional driveway/entrances <i>Must submit completed application to municipal office and site inspection to be completed by Road Superintendent</i>	No Charge
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Schedule "H" By-Law 2024-54

CALVIN UNION CEMETERY

License number: 3289839

PRICE LIST

Operated by the Corporation of the Municipality of Calvin

1355 Peddler's Dr., R.R. #2
Mattawa, ON. P0H 1V0

Phone: 705-744-2700

Fax 705-744-0309

Contact: Administration (address and phone as above)

BURIAL, ENTOMBMENT AND OTHER CEMETERY SUPPLIES AND SERVICES

1. Purchase of the Lot --Interment Rights – (In-ground Burial)

i. prices for any in-ground burial interment rights							
	Lot Description	Section	Size	Interment Rights	Care & Maintenance BAO Requirement	HST	Total Selling Price
A.	Single Grave	OLD	4' x 8'	\$330.00	\$290.00	\$ 80.60	\$700.60
B.	Single Grave	NEW	4' x 9'	\$350.00	\$290.00	\$ 83.20	\$723.20

2. Purchase of Cremation Lot—Internment Rights (In-ground Burial)

i. prices for any in-ground burial of cremated human remains where only flat markers are allowed							
	Lot Description	Section	Size	Interment Rights	Care & Maintenance BAO Requirement	HST	Total Selling Price
A.	Two Urns	CREMATION AREA	2' x 4'	\$ 150.00	\$ 175.00	\$42.25	\$367.25

3. Interment Services (Burial Services--Opening and Closing)

i. prices for opening and closing the grave only					
	Description		Price	HST	Total Price
A.	In-ground burial of adult/child over 3 years		\$595.00	\$77.35	\$672.35
B.	In-ground burial of infant 0-2 years		\$250.00	\$32.50	\$282.50
C.	In-ground burial of cremated human remains		\$250.00	\$32.50	\$282.50
D.	Additional if using concrete liner, oversize casket or oversize vault		\$200.00	\$26.00	\$226.00
iii. price for late hour opening and closing of grave					
A.	Weekdays after 3:00 p.m.	add	\$200.00	\$26.00	\$226.00
B.	Saturday hours 10am-Noon	add	\$350.00	\$45.50	\$395.50

4. Disinterment Services

i.	prices for disinterment of human remains from the ground	
	Description	Total Price
A.	Disinterment of full casket with metal or concrete vault	\$ 1000.00
B.	Disinterment of full casket (no vault)	\$2000.00

5. Other Supplies and Services

- i. Transfer of Interment Rights \$100.00 + HST
- ii. Monument or Marker Staking Fee \$45.00 + HST

SCHEDULE "I" By-Law 2024-54

CORPORATION OF THE MUNICIPALITY OF CALVIN
CLOSURE AND DISPOSITION OF SHORELINE ROAD
ALLOWANCES

CALCULATION OF LAND COSTS

1. Method of Calculating Land Cost

Land costs shall be calculated on the following basis:

-square meter basis.

2. The Price

Municipal prices shall be as follows:

-when calculated on a square meter basis - \$0.41 per square meter OR -\$250.00, whichever is greater



Corporation of the Municipality of Calvin

Agencies, Boards, Committee Reports & Minutes

1. North Bay Mattawa Conservation Authority-
Board Member-Councillor Moreton-

2. East Nipissing Planning Board-
Board Members- Councillor Grant-

3. Physician Recruitment
Board Member-Mayor Gould (Absent) –

4. OPP Detachment Board-



Corporation of the Municipality of Calvin Council Resolution

Date: September 10, 2024

By-Law 2024-58

Resolution Number: 2024-

Moved By: Councillor

Seconded By: Councillor

NOW THEREFORE BE IT RESOLVED THAT:

By-Law 2024-58 being a By-Law to confirm the proceedings of Council be approved.

Results:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Grant	<input type="checkbox"/>	<input type="checkbox"/>
Latimer	<input type="checkbox"/>	<input type="checkbox"/>
Manson	<input type="checkbox"/>	<input type="checkbox"/>
Moreton	<input type="checkbox"/>	<input type="checkbox"/>
Mayor Gould (Absent)	<input type="checkbox"/>	<input type="checkbox"/>

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

BYLAW NUMBER 2024-58

BEING A BYLAW TO CONFIRM THE PROCEEDINGS OF COUNCIL

Legal Authority

Scope of Powers

Section 8(1) of the *Municipal Act*, 2001, S.O. 2001, c.25, ("*Municipal Act*") as amended, provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate, and to enhance their ability to respond to municipal issues.

Powers of a Natural Person

Section 9 of the *Municipal Act* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act.

Powers Exercised by Council

Section 5 (1) of the *Municipal Act* provides that the powers of a municipality shall be exercised by its Council

Powers Exercised by By-law

Section 5(3) of the *Municipal Act* provides that a municipal power, including a municipality's capacity, rights, powers and privileges under section 9, shall be exercised by bylaw unless the municipality is specifically authorized to do otherwise.

Preamble

Council for the Corporation of the Municipality of Calvin ("Council") acknowledges that many of the decisions it makes during a meeting of Council, regular, special, or otherwise, are done by resolution. Section 5 (3) requires that Council exercise their powers by Bylaw.

Council further acknowledges that the passing of resolutions are more expedient than adopting Bylaws for each decision.

Decision

Council of the Corporation of the Municipality of Calvin decides it in the best interest of the Corporation to confirm its decisions by way of Confirmatory Bylaw.

Direction

NOW THEREFORE the Council of the Corporation of the Municipality of Calvin directs as follows:

1. The Confirmatory Period of this By-Law shall be for the Regular Council meeting of September 10, 2024.
2. 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. 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. 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.
5. This Bylaw takes effect on the day of its final passing.

Read and adopted by Resolution 2024- this 10th Day of September, 2024.

X

X

Deputy MAYOR

CAO



Corporation of the Municipality of Calvin Council Resolution

Date: September 10, 2024

Resolution Number: 2024-

Moved By: Councillor

Seconded By: Councillor

NOW THEREFORE BE IT RESOLVED THAT Council for the Corporation of the Municipality of Calvin now be adjourned @ _____p.m.

Results:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Grant	<input type="checkbox"/>	<input type="checkbox"/>
Latimer	<input type="checkbox"/>	<input type="checkbox"/>
Manson	<input type="checkbox"/>	<input type="checkbox"/>
Moreton	<input type="checkbox"/>	<input type="checkbox"/>
Mayor Gould (Absent)	<input type="checkbox"/>	<input type="checkbox"/>