

November 18, 2021

NOTICE OF REGULAR MEETING

To: Mayor and Council

The Regular Meeting of Council will be held **electronically** at 7 p.m. on Tuesday, November 23, 2021.

If you are unable to be in attendance it is greatly appreciated that you notify the undersigned in advance.

Thank you.

Best regards;

Cindy Pigeau  
Clerk-Treasurer

ORPORATION OF THE MUNICIPALITY OF CALVIN

**AGENDA**  
**REGULAR COUNCIL MEETING**  
**Tuesday November 23, 2021 at 7:00 p.m. - ELECTRONICALLY**

1. **CALL TO ORDER**
2. **WRITTEN DISCLOSURE OF PECUNIARY/CONFLICT OF INTEREST**
3. **PETITIONS AND DELEGATIONS**                      Expertise for Municipalities (E4M) – Go Forward Strategy
4. **REPORTS FROM MUNICIPAL OFFICERS**                      None
5. **REPORTS FROM COMMITTEES**                      None
6. **ACTION LETTERS**
  - A) Minutes of Council Meeting                      Adopt Minutes of Tuesday, November 9, 2021
  - B) Minutes of Council Meeting                      Adopt Minutes of Tuesday, November 16, 2021
  - C) By-Law #2021-033                      Agreement with the North Bay and District Humane Society  
-Third and Final Reading
  - D) Municipality of Calvin – Landfill                      Call for Quotations for Well Monitoring for 2022/23
  - E) Municipality of Calvin – Administration                      Regional Municipalities Advertising in our Newsletter
  - F) Report from Municipal Enforcement Officer                      JG2021-20 – Review of By-Law 2007-013
  - G) Report from Landfill Manager                      JG2021-19 – Landfill Agreement Renewal
  - H) Report from Clerk-Treasurer                      2021CT61 – Update on Road Use Agreement for Kevin and  
Cindy Grant
  - I) By-Law #2021-032                      Road Use Agreement between Kevin and Cindy Grant and the  
Corporation of the Municipality of Calvin
  - J) Municipality of Calvin – Public Works                      Declaration of Furnace as Surplus
  - K) Report from Clerk-Treasurer                      2021CT62 Report to Council – Agreement with Townships of  
Chisholm and Bonfield and the Municipality of East Ferris for By-  
Law Enforcement
  - L) By-Law #2021-034                      Agreement between Townships of Chisholm and Bonfield and  
the Municipalities of East Ferris and Calvin for By-Law  
Enforcement
  - M) Expertise for Municipalities                      Outstanding Complaints to the Integrity Commissioner for  
Former Council Members

N) Municipality of Calvin – Educational                      Municipal World Podcast – Supports for mental health in the Workplace

**7. INFORMATION LETTERS**

A) Township of Lake of Bays                                      Support for Federal and Provincial Funding for Rural Infrastructure Projects

B) Ministry of Municipal Affairs and Housing                      Financial Indicator Review

C) Tribunals Ontario – Assessment Review Board                      Appeal Payment Options - Update

D) North Bay Mattawa Conservation Authority                      Conservation Authority Act Regulations

E) Enbridge Gas Inc.    Ontario Energy Board Notice to Customers

F) District of Nipissing Social Services Administration Board                      2022 Preliminary Budget Issues Report

G) Bereavement Authority of Ontario                              Fees Increasing for the 2023 Renewal Year

H) Ontario Human Rights Commission                              OHRC Policy Statement on human rights in Covid 19 recovery planning

I) Municipal Property Assessment Corporation                      Postponement of Province-Wide Assessment Update

J) Association of the Municipalities of Ontario                      Fall Economic Statement Highlights, Ontario Community Infrastructure Fund + Conservation Authorities Act Webinars and Fact Sheets

K) City of Kitchener    Continued Relaxed Regulations for AGCO

L) Towns of LaSalle    Covid 19 Testing Requirement at Land Border

M) Municipality of Mattawan    Increased Illegal Dumping Fines

N) Municipality of Mattice-Val Cote                                      Reconsider Decision regarding Postponement of MPAC Province Wide Assessment Update

O) Ministry of Health    Health System Integration Update: Notice of Transfer Order for CorHealth Ontario Effective December 1, 2021

P) Mattawa Hospital/Algonquin Nursing Home                      Tree of Lights Campaign

**8. INFORMATION LETTERS AVAILABLE**

**9. OLD AND NEW BUSINESS**

**10. ACCOUNTS APPROVAL REPORT**

**11. CLOSED PORTION**

**12. BUSINESS ARISING FROM CLOSED SESSION**

**13. NOTICE OF MOTION**

**14. ADJOURNMENT**



Carried

2021-267 RESOLUTION TO FILL THE VACANCY WITHIN THE REQUIRED 60 DAYS AS PER MUNICIPAL ACT, 2001, SECTION 263(5)1 – OPTION 1

Moved by Coun Shippam and seconded by Coun Cross that Council has declared two seats Vacant on Council at their regular meeting of November 9, 2021 as per the Municipal Act 2001, c. 25 s. 259 (1)(d), as a result of Ms. Heather Olmstead and Mr. Dan Maxwell resigning from their positions as a members of Council, and further; That the Municipal Act 2001, c. 25, s.263 (5) provides the rules for filling vacancies, and further; That as per the Municipal Act 2001, c. 25, s. 263 (5)1.i Council hereby resolves that it will fill the vacancy by appointing a person who has consented to accept the office if appointed, and that the appointment will move to a call for Expressions of Interest from those qualified to hold office as a member of Council in the Municipality of Calvin, followed by an interview by Council of those submissions qualified, followed by the final selection after those interviews at the sole discretion and decision of Council.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Cross Yea

Councillor

Councillor

Councillor Shippam Yea

Mayor Pennell Yea

Carried

2021-268 REQUEST FOR LETTER TO BE SENT TO PROVINCE REGARDING WEIGHTED ASSESSMENT USE FOR CALCULATING LEVIES

Moved by Coun Cross and seconded by Coun Shippam that whereas the Province of Ontario has reduced and/or withdrawn funding over the past 10+ years to municipalities and their associated boards, and continues to do so; Whereas because of the reduced funding all parties are and will be required to reduce or cut spending for hiring, salaries, administrative overhead, planned projects, and supplied services, and; Whereas the District of Nipissing Social Services Administration Board (DNSSAB) in a meeting on October 13<sup>th</sup>, 2021 with the member municipalities has indicated that there will be a levy increase of approximately 4.5% in the upcoming 2022 year, and; Whereas the operation levy and proportion of the capital rebuild costs for Cassellholme are steadily increasing as well, and; Whereas the Government of Canada is trying to eliminate or significantly reduce the use of carbon based industries by the year 2030 which could potentially mean the elimination of the pipeline running through the Municipality of Calvin; Now therefore be it hereby resolved that the Council of the Municipality of Calvin requests that the levies and capital rebuild costs be calculated using Population and/or Current Value Assessment, in order to make the Municipality of Calvin's portion more accurately reflect our community's benefit from both DNSSAB and Cassellholme services. Currently, the levy is being calculated by DNSSAB and Cassellholme using Weighted Assessment which provides a skewed representation and the Municipality may not have this source of revenue over the next 25 years for the Cassellholme capital rebuild project. Be it further resolved that a Copy of this Motion be sent to the Honourable Vic Fedeli, MPP(Nipissing), the Honourable John Yakabuski, MPP (Renfrew – Nipissing – Pembroke) and our neighbouring municipalities of the Town of Mattawa, the Municipality of East Ferris, Municipality of Mattawan, Township of Papineau-Cameron, Township of Bonfield for their consideration; and further that a copy of this Motion be sent to the District of Nipissing Social Services Administration Board and the Cassellholme for the Aged Board.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Cross Yea

Councillor

Councillor

Councillor Shippam Yea

Mayor Pennell Yea

Carried

2021-269 BY-LAW #2021-033 – BEING A BY-LAW TO RENEW AN AGREEMENT BETWEEN THE NORTH BAY AND DISTRICT HUMANE SOCIETY AND THE CORPORATION MUNICIPALITY OF CALVIN FOR THE DURATION OF JANURARY 1, 2022 TO DECEMBER 31, 2022.

Recorded Vote as per Electronic Meeting Best Practices

First Reading

Councillor Cross Yea  
Councillor  
Councillor  
Councillor Shippam Yea  
Mayor Pennell Yea  
Carried

Recorded Vote as per Electronic Meeting Best Practices

Second Reading

Councillor Cross Yea  
Councillor  
Councillor  
Councillor Shippam Yea  
Mayor Pennell Yea  
Carried

2021-256 BY-LAW NO. 2021-031 – BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL (JULY 1, 2021 TO SEPTEMBER 30, 2021)

Moved by Coun Shippam and seconded by Coun Cross that By-Law NO. 2021-031 being a By-Law to confirm the proceedings of council (July 1, 2021 to September 30, 2021). This by-law received third and final reading on Tuesday November 9<sup>th</sup>, 2021 and finally passed before an open Council on this date.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Cross Yea  
Councillor  
Councillor  
Councillor Shippam Yea  
Mayor Pennell Yea  
Carried

2021-270 COUNCIL MEETINGS IN DECEMBER 2021

Moved by Coun Cross and seconded by Coun Shippam That Council has approved for the month of December 2021, there will be a Special Council Meeting on Tuesday, December 7<sup>th</sup> to discuss the Strategic Plan and the possible Property Standards By-Law; And there will be one Regular Council Meeting on Tuesday, December 14<sup>th</sup>, 2021.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Cross Yea  
Councillor  
Councillor  
Councillor Shippam Yea  
Mayor Pennell Yea  
Carried

2021-271 DECLARATION OF FIRE TRUCK SURPLUS

Moved by Coun Shippam and seconded by Coun Cross that whereas the Municipality of Calvin recently purchased a used fire truck to replace the old one that is rapidly declining; And whereas the 1985 GMC Brigadeer truck has been taken out of service to the Municipality of Calvin; Now be it therefore resolve that Council hereby declares the 1985 GMC Brigadeer truck (VIN 519273) to be surplus to the further needs of the Municipality and hereby authorizes the Fire Chief, the Road Superintendent and the Clerk-Treasurer to then offer up this vehicle, or any of its' parts for sale at best offer.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Cross Yea  
Councillor  
Councillor  
Councillor Shippam Yea  
Mayor Pennell Yea  
Carried

2021-272 DONATION REQUEST

Moved by Coun Cross and seconded by Coun Shippam that the Council of the Municipality of Calvin would like to recognize the substantial contributions that veterans and those currently serving our country, have made and continue to make to our lives and freedom; Therefore, Be it Resolved that the Municipality of Calvin would like to make a \$40.00 donation to The Royal Canadian Legion – Poppy Fund for a wreath to be laid during the virtual Remembrance Day celebration on Thursday, November 11<sup>th</sup>, 2021.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Cross Yea  
Councillor  
Councillor  
Councillor Shippam Yea  
Mayor Pennell Yea  
Carried

2021-273 SUPPORT LETTER FOR CANNABIS PRODUCTION AND PROCESSING FACILITIES

Moved by Coun Shippam and seconded by Coun Cross Be It Resolved that the Municipality of Calvin supports the Township of Enniskillen Letter to the Federal Minister of Agriculture & Rural Affairs and the Provincial Minister of Agriculture & Rural Affairs requesting that the Minister of Agriculture and Rural Affairs re-evaluate their position that cannabis is not an agricultural product such as food, fur and fiber but is in-fact Industrial/Commercial in nature; That the Minister of Agriculture and Rural Affairs support all Ontario Municipalities to be able to determine appropriate setbacks in Zoning Bylaws as appropriate for their municipality for the placement of cannabis facilities within their Official Plans knowing full well that one size does not fit all; Further that a copy of this resolution be forwarded to the Township of Enniskillen, the Honourable Marie-Claude Bibeau, Federal Minister of Agriculture & Rural Affairs, the Honourable Lisa Thompson, Provincial Minister of Agriculture & Rural Affairs.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Cross Yea  
Councillor  
Councillor  
Councillor Shippam Yea  
Mayor Pennell Yea  
Carried

2021-274 PLAN FOR RETURN TO IN PERSON COUNCIL MEETINGS

Moved by Coun Cross and seconded by Coun Shippam that be it resolved that the Municipality of Calvin Council would like staff to develop a plan for returning to In Person Council Meetings.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Cross        Yea  
Councillor  
Councillor  
Councillor Shippam     Yea  
Mayor Pennell         Yea  
Carried

2021-275        A YEAR IN REVIEW LETTER FOR 2021

Moved by Coun Shippam and seconded by Coun Cross that be it resolved that the Municipality of Calvin Council would like staff to develop a “Year in Review” letter to be included in the December 2021 Newsletter.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Cross        Yea  
Councillor  
Councillor  
Councillor Shippam     Yea  
Mayor Pennell         Yea  
Carried

2021-248        BY-LAW NO. 2021-030 – THAT BEING A BY-LAW TO ADOPT A POLICY REGARDING THE VACCINATION OF WORKERS AGAINST COVID-19 FOR THE MUNICIPALITY OF CALVIN

Moved by Coun Cross and seconded by Coun Shippam that by-law No. 2021-030 being a by-law to adopt a policy regarding the vaccination of workers against COVID-19 for the Municipality of Calvin. This by-law received third and final reading on Tuesday November 9<sup>th</sup>, 2021 and finally passed before an open Council on this date.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Cross        Yea  
Councillor  
Councillor  
Councillor Shippam     Yea  
Mayor Pennell         Yea  
Carried

2021-276        APPOINTMENT OF NEW MEMBER TO CASSELLHOME BOARD

Moved by Coun Shippam and seconded by Coun Cross that Council hereby appoints \_\_\_\_\_ as the Municipality of Calvin’s representative to the Cassellholme, East Nipissing Home for the Aged – Board of Management.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Cross        Nay  
Councillor  
Councillor  
Councillor Shippam     Nay  
Mayor Pennell         Nay  
Defeated

2021-233        ADJOURNMENT

Moved by Coun Cross and seconded by Coun Shippam that this regular meeting of Council now be adjourned at 8:26 p.m.



Recorded Vote as per Electronic Meeting Best Practices

Councillor Cross	Yea
Councillor	
Councillor	
Councillor Shippam	Yea
Mayor Pennell	Yea
Carried	

CORPORATION OF THE MUNICIPALITY OF CALVIN  
MINUTES OF THE REGULAR COUNCIL MEETING TUESDAY, NOVEMBER 16<sup>TH</sup>, 2021

The emergency special meeting of Council was held this date by Zoom electronic meetings (due to Covid-19 pandemic). Present were Mayor Ian Pennell, Deputy Mayor Sandy Cross, Coun Christine Shippam and Clerk-Treasurer, Cindy Pigeau.

Regrets: 0                      Guests: 0

The meeting was called to order at 7:03 p.m. by Mayor Ian Pennell

PECUNIARY/CONFLICT OF INTEREST:                      None  
PRESENTATIONS/DELEGATIONS:                              None

2021-278              CLOSED PORTION

Moved by Coun Shippam and seconded by Coun Cross that this portion of the meeting be now closed under the Municipal Act, 2001, as per Section 239 (2) (g) – a matter in respect of which a council, board, committee or other body may hold a closed meeting under another Act and Section 239 (h) – information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them – RE: Cassellholme Re-development Project.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Cross              Yea  
Councillor  
Councillor  
Councillor Shippam              Yea  
Mayor Pennell              Yea  
Carried

2021-279              OUT OF CLOSED PORTION

Moved by Coun Cross and seconded by Coun Shippam that be it resolved that the Council for the Corporation of the Municipality of Calvin arise from Closed Session at 8:14p.m. and report as follows: Council had been updated on the Cassellholme Redevelopment Project.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Cross              Yea  
Councillor  
Councillor  
Councillor Shippam              Yea  
Mayor Pennell              Yea  
Carried

2021-280              ADJOURNMENT

Moved by Coun Cross and seconded by Coun Shippam that this special meeting of Council now be adjourned at 8:15 pm.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Cross              Yea  
Councillor  
Councillor  
Councillor Shippam              Yea  
Mayor Pennell              Yea  
Carried

**SERVICE CONTRACT AGREEMENT BETWEEN:  
THE NORTH BAY AND DISTRICT HUMANE SOCIETY  
AND  
THE CORPORATION OF THE MUNICIPALITY OF CALVIN**

The following outlines an agreement for the North Bay and District Humane Society to provide pound keeping services for the Corporation of the Municipality of Calvin.

**1. DEFINITIONS:**

For the purpose of this Agreement, the term “animal” shall refer to domestic dogs.

For the purpose of this Agreement, the North Bay and District Humane Society will be referred to as “NB&DHS”.

For the purpose of this Agreement, the Corporation of the Municipality of Calvin will be referred to as “the Municipality”.

**2. THE HUMANE SOCIETY AGREES:**

Shelter:

To provide an animal shelter capable of providing adequate accommodations, food and water, daily housekeeping and veterinary care (when deemed necessary) for animals impounded, and of meeting the requirements set for this type of building by the NB&DHS, and of meeting the requirements of all applicable provincial legislation.

General Service Provision:

- a) To provide pound services up to an annual limit of 15 animals. Any decision relating to animals above the annual limit will be made at the discretion of the NB&DHS.
- b) To hold for claiming by owners, any stray animal delivered to the NB&DHS shelter or any animal received or impounded by the Animal Control Officer of the Municipality, and, if not claimed by the owner, to dispose of such animal by sale or euthanasia. Owners of licensed and/or microchipped dogs will be contacted, whenever possible.
- c) To provide an animal shelter capable of providing adequate accommodations, food and water, daily housekeeping and veterinary care (when deemed necessary) for animals impounded.
- d) To meet the requirements set for this type of building by the NB&DHS and Provincial legislation.

- e) To install in the animal shelter all the equipment necessary for the proper operation of the animal shelter, and, in particular, to supply the methods and equipment necessary to humanely euthanize unwanted or unclaimed animals, if necessary. Such methods and equipment must meet the standards and comply with the applicable Provincial legislation.

Hours of Operation:

The NB&DHS shelter will be open to the public and in operation between 10:00 a.m. and 5:00 p.m. Monday to Friday (exclusive of statutory holidays), between 10:00 a.m. and 4:00 p.m. Saturdays, and between 12:00 p.m. and 4:00 p.m. Sundays. Hours of Operation may change from time to time at the discretion of the NB&DHS.

It is understood by the Municipality and NB&DHS that the preferred hours for the Municipality to bring in animals to the NB&DHS are Monday to Friday between 9:00 a.m. and 5:00 p.m. For emergency purposes, a NB&DHS emergency contact number will be provided to the Municipality for Saturdays, Sundays and statutory holidays.

It is understood by the Municipality and NB&DHS that, should the NB&DHS be unable to accept animals for any reason (e.g. facility at capacity or virus is present) or for any period of time, the Municipality will be notified immediately.

It is understood by the Municipality and the NB&DHS that all calls reporting complaints or concerns from residents of the Municipality will be forwarded to the Animal Control Officer of the Municipality or his/her authorized delegate.

It is understood by the Municipality and NB&DHS that any animal brought to the NB&DHS by any person(s) other than the Animal Control Officer of the Municipality or his/her authorized delegate, will not be accepted by the NB&DHS and that the person(s) bringing in the animal will be advised by the NB&DHS to return to and contact the Municipality. The Municipality will not be charged for animals accepted by the NB&DHS which are not brought in to the NB&DHS by the Animal Control Officer of the Municipality or his/her delegate.

Licenses:

The NB&DHS will NOT issue licenses for dogs within the Municipality jurisdiction.

Invoicing:

The NB&DHS will invoice the Municipality \$100.00 per animal. There will be no additional charges to the Municipality (e.g. for euthanization).

Indemnity:

To indemnify and save harmless the Municipality in respect to all charges, costs, expenses, suits, and damages, and claims for loss or accident or injury of any nature or kind whatsoever in connection with the carrying out of this agreement and in connection with the shelter.

Insurance:

To insure and keep insured the shelter building for fire and any other hazards and to provide, if required, the Municipality a proof of insurance.

Such liability policy shall provide for the indemnification of the Municipality and the NB&DHS against the loss arising from claims of damage, injury or otherwise in connection with the carrying out of the terms of this agreement.

The NB&DHS shall maintain the policy of insurance in force during this agreement. The limits of such policy shall not be less than One Million Dollars (\$1,000,000.00) inclusive for public liability and property damage and for liability coverage for injury to animals caused by an accident and resulting in the death or destruction while in the care, custody and control of the NB&DHS.

Such policy shall include the names of the Municipality and the NB&DHS as the insured.

The NB&DHS shall pay the premium on the policy.

**3. THE CORPORATION OF THE MUNICIPALITY OF CALVIN AGREES:**

- a) To appoint the NB&DHS as a Pound Keeper.
- b) To grant the NB&DHS the right to dispose of all animals impounded by the NB&DHS in accordance with the By-laws.
- c) To grant the NB&DHS the right to dispose of the carcasses of all animals lawfully impounded and lawfully euthanized or found dead in accordance with the By-laws.
- d) To grant the NB&DHS the right to collect impound fees, fines, destruction, and disposal fees levied by the NB&DHS in accordance with the scale of fees and penalties authorized by the NB&DHS.

**4. DURATION OF AGREEMENT:**

The term of this agreement shall be from the 1st day of January, 2022 to the 31st day of December 2022, inclusive. This agreement may be terminated by either party upon

three (3) months written notice of intention to terminate, delivered to the other party by prepaid registered mail.

This agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

FOR THE CORPORATION OF THE MUNICIPALITY OF CALVIN:

\_\_\_\_\_  
Ian Pennell, Mayor  
The Corporation of the Municipality of Calvin

\_\_\_\_\_  
Cindy Pigeau, Clerk-Treasurer  
The Corporation of the Municipality of Calvin

FOR THE NORTH BAY AND DISTRICT HUMANE SOCIETY:

\_\_\_\_\_  
Mary Davis, President of the Board of Directors  
North Bay and District Humane Society

\_\_\_\_\_  
Liam Cullin, Executive Director  
North Bay and District Humane Society

CORPORATION OF THE MUNICIPALITY OF CALVIN

**Resolution**

DATE: November 23, 2021

NO. \_\_\_\_\_

MOVED BY \_\_\_\_\_

SECONDED BY \_\_\_\_\_

“WHEREAS Council deems it necessary to call for Requests for Quotations (RfQ) for the 2022/23 Well Monitoring program at the landfill site;

NOW BE IT THEREFORE RESOLVED that the Request for Quotations for 2022/23 Well Monitoring be sent out as prepared to qualified firms, with a closing date and time of Tuesday December 14, 2021 at 3 p.m., and that these RfQ’s will be opened and total prices will be released at the regular meeting of the same date and subsequently reviewed by Staff for recommendation to Council on January 11, 2022 based on the merit point evaluation system as outlined in the RfQ.”

CARRIED \_\_\_\_\_

DIVISION VOTE

<u>NAME OF MEMBER OF COUNCIL</u>	<u>YEAS</u>	<u>NAYS</u>
Coun Cross	_____	_____
Coun	_____	_____
Coun	_____	_____
Coun Shippam	_____	_____
Mayor Pennell	_____	_____

CORPORATION OF THE MUNICIPALITY OF CALVIN

Resolution

DATE: November 23, 2021

NO.     

MOVED BY \_\_\_\_\_

SECONDED BY \_\_\_\_\_

“Be It Resolved That the Council of the Municipality of Calvin will hereby allow, the regional municipalities and public service groups (Mattawa, Mattawan, Papineau-Cameron and Bonfield) to advertise events in our monthly newsletter;

- if all requests are fully prepared and provided to the Municipality in an electronic format
- are an 8.5 x 11” page in size
- a fee of \$0.30 per page copying costs (currently 250 copies) will be charged until December 2021
- a fee of \$10.00 per page plus \$0.30 copying cost (approximately 10-15 copies for those who have requested a mailed copy) will be charged per advertisement once we go electronic in January of 2022

And Further requests the Clerk-Treasurer to add these fees to the “Fees and Charges By-Law”.”

CARRIED \_\_\_\_\_

DIVISION VOTE

<u>NAME OF MEMBER OF COUNCIL</u>	<u>YEAS</u>	<u>NAYS</u>
Coun Cross	_____	_____
Coun	_____	_____
Coun	_____	_____
Coun Shippam	_____	_____
Mayor Pennell	_____	_____



**MUNICIPALITY OF CALVIN**  
**REPORT TO COUNCIL**  
**Recreation, Cemetery, Landfill JG2021-20**

REPORT DATE: 17/11/2021  
ORIGINATOR: Jacob Grove – Municipal Enforcement Officer  
SUBJECT: **Review of BY-LAW 2007-013**

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**BACKGROUND**

Council agreed to review BY-LAW 2007-013.

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**Additional Information**

Attached to this report is a copy of BY-LAW 2007-013.

The following are areas that it is recommended that Council consider changing to strengthen the By-Law:

1. Currently: Definitions – “Restraint” means a dog is on an owner’s property, out on a leash or at heel beside a competent person and obedient to that person’s command.

This wording allows for a dog to run free on an owner’s property unsupervised which could lead to the dog become “at large” and the owner not being unaware.

Proposed: Definition – “Restraint means a dog is **kept** on an owner’s property **tyed or fenced or obedient to a competent person’s command**, out on a leash or at heel beside a competent person and obedient to that person’s command.

This wording allows for a dog to run free on an owner’s property when it is supervised and obedient to the owner’s commands. This reducing the chances of the dog becoming “at large” and if it does become “at large” the owner can take immediate corrective actions.

2. Consider adding a set fine for a dog without a licence tag securely affixed. Licences tags a free and good for the life of the dog, they are the only means in which we can identify the dog. If this set fine is approved it should also be consider to allow the fine to be voided within 72 hour should the owner present the dog with the license tag securely affixed.

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It is requested that Council review the By-Law and bring any recommended changes to the Meeting of Council on November 23<sup>rd</sup> for discussion.

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Respectfully submitted;

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Jacob Grove  
Municipal Enforcement Officer

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Cindy Pigeau  
Clerk - Treasurer

**MUNICIPALITY OF CALVIN**  
**REPORT TO COUNCIL**  
**Recreation, Cemetery, Landfill JG2021-19**

REPORT DATE: 17/11/2021

ORIGINATOR: Jacob Grove – Landfill Manager

SUBJECT: **Landfill Agreement Renewal**

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**BACKGROUND**

The Landfill Agreement with **ALGONQUIN PROVINCIAL PARK ACCESS**, which includes Kioshkokwi Lake Access Point, Ministry of Natural Resources leaseholders on Kioshkokwi Lake and the Ontario Ranger Camp on Kioshkokwi Lake is due for renewal January 1<sup>st</sup>, 2022.

The Landfill Agreement with **SAMUEL de CHAMPLAIN PROVINCIAL PARK** is due for renewal April 1<sup>st</sup>, 2022.

The Landfill Agreement with **THE CANADIAN ECOLOGY CENTRE** is due for renewal April 1<sup>st</sup>, 2022

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**Additional Information**

Attached to this report the recommended template for a Landfill Agreement and the agreements filled out in the new form. There is also attached the last agreement with Algonquin Provincial Park Access, Samuel de Champlain Provincial Park and the Canadian Ecology Centre.

The Municipality has three different agreement for the same service, all three have differences in them:

Some renew annually while others every 5 years

One pays an annual fee and another only pays tipping fees while another pays and annual fee and tipping fees

The template agreement was created to create consistency among the agreements. This will make enforcement of these agreements easier as there will only be one agreement instead of three different agreements.

All the agreements have been set to expire March 31<sup>st</sup>, 2025 (the second year of the next term of council).

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**Recommendation**

It is the recommendation of staff that Council accept the Landfill Agreement template and it be used in further landfill agreements. This template may need to be amended from time to time and any changes would be presented to Council for their approval.

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It is the recommendation of staff that Council approves the three Landfill Agreements and staff will present the agreements to their respective parties.

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Respectfully submitted;

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Jacob Grove  
Landfill Manager

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Cindy Pigeau  
Clerk - Treasurer

THIS AGREEMENT made the

LANDFILL AGREEMENT

BETWEEN:

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

and

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

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

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

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

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

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

1. TERM

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

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

2. SERVICES

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

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

### 3. OWNERSHIP AND LIABILITY OF THE WASTE

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

### 4. AUTHORIZATIONS

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

### 5. PAYMENT FOR SERVICES

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

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

6 INDEMNITY

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

7. TERMINATION ON DEFAULT

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

8. ASSIGNMENT

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

9. AMENDMENTS AND WAIVERS

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

10. FURTHER ASSURANCES

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

11. GOVERNING LAW

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

12. NOTICES

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

“The Centre”, at:

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

Attention: Bill Steer

“Calvin”, at:

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

Attention: Cindy Pigeau, Clerk - Treasurer

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

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

For the  
Corporation of the Municipality of  
Calvin

For the  
Canadian Ecology Centre

\_\_\_\_\_  
Mayor

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness



THIS AGREEMENT made

LANDFILL AGREEMENT

BETWEEN:

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

and

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

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

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

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

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

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

1. TERM

- 1.1 This Agreement shall be for a **three (3) year period commencing on the 1<sup>st</sup> day of April, 2022 and ending the 31<sup>st</sup> day of March, 2025.**
- 1.2 This Agreement shall not create any obligation on behalf of "Calvin" to renew or extend the term of this Agreement.

2. SERVICES

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

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

3. OWNERSHIP AND LIABILITY OF THE WASTE

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

4. AUTHORIZATIONS

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

5. PAYMENT FOR SERVICES

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

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

6. INDEMNITY

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

7. TERMINATION ON DEFAULT

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

8. ASSIGNMENT

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

9. AMENDMENTS AND WAIVERS

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

10. FURTHER ASSURANCES

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

11. GOVERNING LAW

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

12. NOTICES

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

The Park, at:

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

Attention: Tracey Snarr, Park Superintendent

“Calvin”, at:

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

Attention: Cindy Pigeau, Clerk - Treasurer

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

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

For the  
Corporation of the Municipality of  
Calvin

For the  
Samuel de Champlain Provincial Park

\_\_\_\_\_  
Mayor

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

THIS AGREEMENT made

LANDFILL AGREEMENT

BETWEEN:

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

and

**ALGONQUIN PROVINCIAL PARK ACCESS**

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

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

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

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

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

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

1. TERM

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

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

2. SERVICES

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

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

### 3. OWNERSHIP AND LIABILITY OF THE WASTE

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

### 4. AUTHORIZATIONS

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

### 5. PAYMENT FOR SERVICES

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

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

6 INDEMNITY

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

7. TERMINATION ON DEFAULT

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

8. ASSIGNMENT

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



9. AMENDMENTS AND WAIVERS

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

10. FURTHER ASSURANCES

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

11. GOVERNING LAW

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

12. NOTICES

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

Kiosk Access, at:

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

“Calvin”, at:

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

Attention: Cindy Pigeau, Clerk - Treasurer

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

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

For the  
Corporation of the Municipality of  
Calvin

For the  
Algonquin Provincial Park Access

\_\_\_\_\_  
Mayor

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Schedule "A" to By-law No. XXXX-XXX

THIS AGREEMENT made the ## day of ##### ##

LANDFILL AGREEMENT

BETWEEN:

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

and

**THE \_\_\_\_\_**  
(herein after called "the ")

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

AND WHEREAS "the", located in the \_\_\_\_\_, produces waste;

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

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

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

1. TERM

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

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

2. SERVICES

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

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

3. OWNERSHIP AND LIABILITY OF THE WASTE

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

4. AUTHORIZATIONS

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

5. PAYMENT FOR SERVICES

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

6. INDEMNITY

- 6.1 “The” shall indemnify and hold harmless “Calvin”, it’s officers, employees and agents from and against any and all claims, fines, penalties, liabilities, damages, losses or judgments, including costs and expenses against, or be charged to or recoverable from “Calvin” for any reason arising out of, or in any way connected with, the furnishings of the services under this Agreement except to the extent that

they are due to negligence, fault, or willful act of “Calvin” or any of its officers, employees or agents.

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

7. TERMINATION ON DEFAULT

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

8. ASSIGNMENT

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

9. AMENDMENTS AND WAIVERS

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

10. FURTHER ASSURANCES

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

11. GOVERNING LAW

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

12. NOTICES

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

“The”, at:

\_\_\_\_\_  
\_\_\_\_\_  
Mattawa, Ontario  
POH 1V0

Attention: \_\_\_\_\_

“Calvin”, at:

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

Attention: Cindy Pigeau, Clerk - Treasurer

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

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

For the  
Corporation of the Municipality of  
Calvin

For the  
\_\_\_\_\_

\_\_\_\_\_  
Mayor

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**MUNICIPALITY OF CALVIN**

**2021CT61 REPORT TO COUNCIL**

REPORT DATE: **November 23, 2021**  
ORIGINATOR: **Cindy Pigeau – Clerk-Treasurer**  
SUBJECT: **Update on Road Use Agreement for Kevin and Cindy Grant**

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**Background/Update**

At the October 26, 2021 Regular Council Meeting, a Municipal Road Use Agreement was presented to Council for approval. For reference, a copy of the Road Use Agreement written by Kevin and Cindy Grant was included with the Municipal Road Use Agreement in the event that Council would like to incorporate some of the requests of Mr. and Mrs. Grant into the Municipal Road Use Agreement.

At this same meeting, the concern of whether it would be an issue if both property owners on Stewarts Road with Municipal Road Agreements (one Municipal Road Agreement passed third and final reading at the October 26, 2021 meeting and one Municipal Road Agreement passed first reading at the October 26, 2021 meeting) should be responsible for the same section of road for winter maintenance.

Questions regarding the Municipal Road Use Agreement had been sent to the solicitor for his comment. Council decided to defer any further readings of the Municipal Road Use Agreement to incorporate the solicitor's comments in their decision.

The solicitor had originally indicated that the two property owners with Municipal Road Agreements should not be responsible for the same piece of road, if it can be avoided. Upon further investigation, while it is not ideal for two property owners with Municipal Road Agreements to be responsible for the same piece of road in this case it cannot be avoided. For example, if one property owner is away for an extended period of time and there is a snowfall, the property owner further down the road will still need access to their property.

There was also a question of the use of the word "driveway" in the agreement. The solicitor was consulted regarding the use of this word and it was deemed appropriate in this case.

Respectfully submitted;  
Cindy Pigeau  
Clerk-Treasurer



THE CORPORATION OF THE MUNICIPALITY OF CALVIN

BY-LAW NO. 2021-032

**BEING A BY-LAW TO AUTHORIZE A ROAD USE AGREEMENT BETWEEN KEVIN AND CINDY GRANT AND THE CORPORATION OF THE MUNICIPALITY OF CALVIN.**

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

WHEREAS the Municipality is the registered owner of the seasonally maintained road called “Stewart’s Road”;

AND WHEREAS the Grants have applied to the Municipality for permission to use certain sections of Stewart’s Road more particularly described in Schedule “A” attached hereto (the “Premises”) as a driveway and to perform maintenance on those sections during the period from October 1st in one year to May 31st in the following year (the “winter period”);

AND WHEREAS the Municipality has agreed to permit certain sections of Stewart’s Road to be so used on the understanding that the Grants will assume all responsibility for maintenance of the driveway and for certain liability arising out of its use as specified in this Agreement;

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

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

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

Read a first time this 26<sup>th</sup> day of October 2021.

Read a second time this \_\_\_ day of \_\_\_ 2021.

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

---

MAYOR

---

CLERK - TREASURER

November 3, 2021

**ROAD USE AGREEMENT**

THIS AGREEMENT MADE BETWEEN:

**THE CORPORATION OF THE MUNICIPALITY OF CALVIN**

(hereinafter called the "Municipality")

OF THE FIRST PART

- and -

**KEVIN GRANT and CINDY GRANT**

(hereinafter called the Grants)

OF THE SECOND PART

WHEREAS the Municipality is the registered owner of the seasonally maintained road called "Stewart's Road";

AND WHEREAS the Grants have applied to the Municipality for permission to use certain sections of Stewart's Road more particularly described in Schedule "A" attached hereto (the "Premises") as a driveway and to perform maintenance on those sections during the period from October 1st in one year to May 31st in the following year (the "winter period");

AND WHEREAS the Municipality has agreed to permit certain sections of Stewart's Road to be so used on the understanding that the Grants will assume all responsibility for maintenance of the driveway and for certain liability arising out of its use as specified in this Agreement;

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **PERMISSION TO USE**

1.1 The Municipality hereby grants to the Grants a non-exclusive permission to use the Premises as a driveway to access their lands and premises as described in Schedule "B" (the Grants' Lands) including maintenance and snowplowing during the winter period. Notwithstanding the granting of this

permission the Municipality shall continue to have the right to use the Premises and the Premises shall continue to be open for public usage. The Grants shall not be permitted to install or erect any barriers, fencing or signage indicating that the Premises are for the Grants' sole and exclusive use.

## 2. TERM

- 2.1 Subject to termination for the reasons hereinafter set out, this Agreement shall continue unless and until the Municipality, in its sole and unfettered discretion, determines that the Premises are required for municipal purposes that are inconsistent with this Agreement or that it is in the best interests of the Municipality to terminate this Agreement. In such event, the Municipality shall give to the Grants at least six (6) months' notice in writing of its intention to terminate this Agreement.
- 2.2 In the event that the Grants fail to keep, observe or perform any of the terms, conditions, covenants and agreements herein contained which the Grants are required to keep, observe or perform for a period of fifteen (15) days after notice in writing of such failure has been given to the Grants then, at the option of the Municipality, the Municipality may terminate this Agreement by giving notice in writing to Grants.
- 2.3 In the event that the use of the Premises for the purposes more particularly set out in this Agreement have been discontinued for a period of more than twelve (12) consecutive months then the Municipality may terminate this Agreement by giving notice in writing to Grants.
- 2.4 This Agreement shall terminate in the event that the Grants are no longer the registered owner of the Grants' Lands unless a Transfer of the Agreement has been completed.
- 2.5 Notwithstanding the Municipality's right of termination as set out herein the Municipality may also remedy a default of the Grants and the Grants agrees to be responsible for all costs incurred by the Municipality with respect to correcting the said default.
- 2.6 In the event that the Municipality establishes Stewart's Road as a year- round maintained municipal road this Agreement shall terminate without notice.

## 3. CONDITION OF PREMISES

The Grants accept the Premises in an “as is” condition and shall not make any improvements or alterations to the Premises, other than snowplowing, without the prior written consent of the Municipality.

Further, the Grants acknowledge and agree that they will not perform any work or maintenance on or of the Premises outside of the winter period. For greater clarity, the Grants shall perform no work or maintenance on the premises between June 1 and September 30 in any year unless the Grants have entered into a separate written agreement with the Municipality which specifically authorizes that work or maintenance in accordance with the Municipality’s Road Maintenance By-Laws 2016-020 and 2017-015.

#### 4. NO INTEREST IN LAND

The Grants acknowledge that this Agreement shall in no way create any interest in land or easement rights.

#### 5. MAINTENANCE AND REPAIR

5.1 The Grants agree to maintain the Premises, including any permitted improvements or alterations, so that the Premises will at all times be in good repair and safe for use during the winter period. Upon termination of this Agreement the Grants agree to leave the Premises in good repair and safe for use and this provision shall survive the termination of this Agreement.

5.2 The Grants acknowledge that the Municipality does not have any obligation or responsibility whatsoever for the care and use of the Premises including tree or vegetation removal, or sanding during the winter period.

5.3 The Grants acknowledge that this Agreement does not increase any local services provided by the Municipality.

#### 6. INDEMNIFICATION FROM LIABILITY

The Grants agree and covenant to indemnify and save harmless the Municipality and its employees, officers, directors, agents, servants and invitees (collectively, the “**Indemnified Parties**”) from and against any and all loss, liability, damages, costs

and expenses of every nature and kind whatsoever that are asserted against or suffered or incurred by the Indemnified Parties or any of them arising from or as a result of the exercise by the Grants of the Agreement rights granted herein or arising from or as a result of any act or omission of the Grants resulting from or relating to damage to property or injury or death to individuals. If any of the Indemnified Parties, shall, without fault on his, her or its part, be made a party to any action, application or other legal proceeding commenced against any of the Indemnified Parties and the Grants, the Grants shall indemnify and save harmless the applicable Indemnified Parties, and shall defend such action, application or other legal proceeding in the name of the applicable Indemnified Parties, or, at the option of the applicable Indemnified Parties, pay all costs, expenses and legal fees (on a full indemnity basis) incurred by the applicable Indemnified Parties, to defend any such action, application or other legal proceeding so that the Indemnified Parties shall suffer no loss or harm in connection with such action, application or other legal proceeding.

## 7. TRANSFER OF AGREEMENT

7.1 The Grants shall not assign or transfer this Agreement in whole or in part without the prior written consent of the Municipality which shall not be unreasonably withheld or delayed, but shall be subject to the following conditions:

- (a) the transferee entering into a new Agreement with the Municipality substantially on the same terms as provided for herein;
- (b) the transferee being the registered owner of the Grants' Lands;
- (c) the transferee being responsible for the reasonable legal and administrative costs incurred by the Municipality with respect to the transfer and the new Agreement.

## 8. SIGNAGE

The Grants shall erect signage at both the north and south end of the Premises which read as follows:

This is a privately maintained road between October 1st in one year and May 31st in the following year. Use at your own risk.

The signage shall be approved in writing by the Municipality before being erected and shall be maintained in good condition by the Grants.

## 9. NOTICE

Any notice required or permitted to be given by one party to the other pursuant to the terms of this Agreement may be given by personal delivery, by prepaid first class mail or by electronic transmission addressed to the respective parties as follows:

To the Municipality: The Corporation of the Municipality of Calvin  
Attention: Municipal Clerk  
1355 Peddlers Drive, R.R. #2  
MATTAWA, Ontario, P0H 1V0  
Email: [clerk@calvintownship.ca](mailto:clerk@calvintownship.ca)

To the Grants: Kevin Grant and Cindy Grant  
183 Stewarts Road,  
Mattawa, ON P0H 1V0  
Email: [kgrant@hotmail.ca](mailto:kgrant@hotmail.ca)

or to such other address or email address as either party may from time to time notify the other. Any notice given by personal delivery shall be conclusively deemed to have been received by the party to which it is addressed on the day of actual delivery thereof and if given by email transmission on the same day as the date of sending providing that an email transmission report is generated and retained. Any notice sent by prepaid first class mail as aforesaid shall be deemed to have been given and received on the 5th day (excluding Saturdays, Sundays and Statutory Holidays) following the date of mailing.

## 10. GENERAL

10.1 Time shall in all respects be of the essence hereof.

10.2 No condoning, excusing or overlooking by the Municipality of any default, breach or non-observance by Grants at any time or times in respect of any

terms, conditions, covenants or agreements contained herein shall operate as a waiver of the Municipality's rights hereunder in respect of any continuing or subsequent default, breach or non-observance so as to defeat or affect such continuing or subsequent default or breach, and no waiver shall be inferred or implied by anything done or omitted by the Municipality, save only an express waiver in writing.

- 10.3 This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.
- 10.4 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 10.5 This Agreement, including any Schedules attached hereto, shall constitute the entire Agreement between the parties. There are no representations, warranties, collateral agreements or conditions which affect this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
- 10.6 In the event that this Agreement is granted to more than one person then the obligations of all persons herein shall be joint and several.

SIGNED, SEALED AND DELIVERED BY:

the Municipality this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

THE CORPORATION OF THE  
MUNICIPALITY OF CALVIN

Per: \_\_\_\_\_

Name: Ian Pennell

Title: Mayor

Per: \_\_\_\_\_

Name: Cindy Pigeau

Title: Clerk-Treasurer

I/We have authority to bind the Corporation.

SIGNED, SEALED AND DELIVERED BY:

The Grants this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
KEVIN GRANT

\_\_\_\_\_  
Witness

\_\_\_\_\_  
CINDY GRANT



**THIS IS SCHEDULE "A" TO THE AGREEMENT BETWEEN THE CORPORATION OF  
THE MUNICIPALITY OF CALVIN AND KEVIN GRANT AND CINDY GRANT**

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**THE PREMISES**

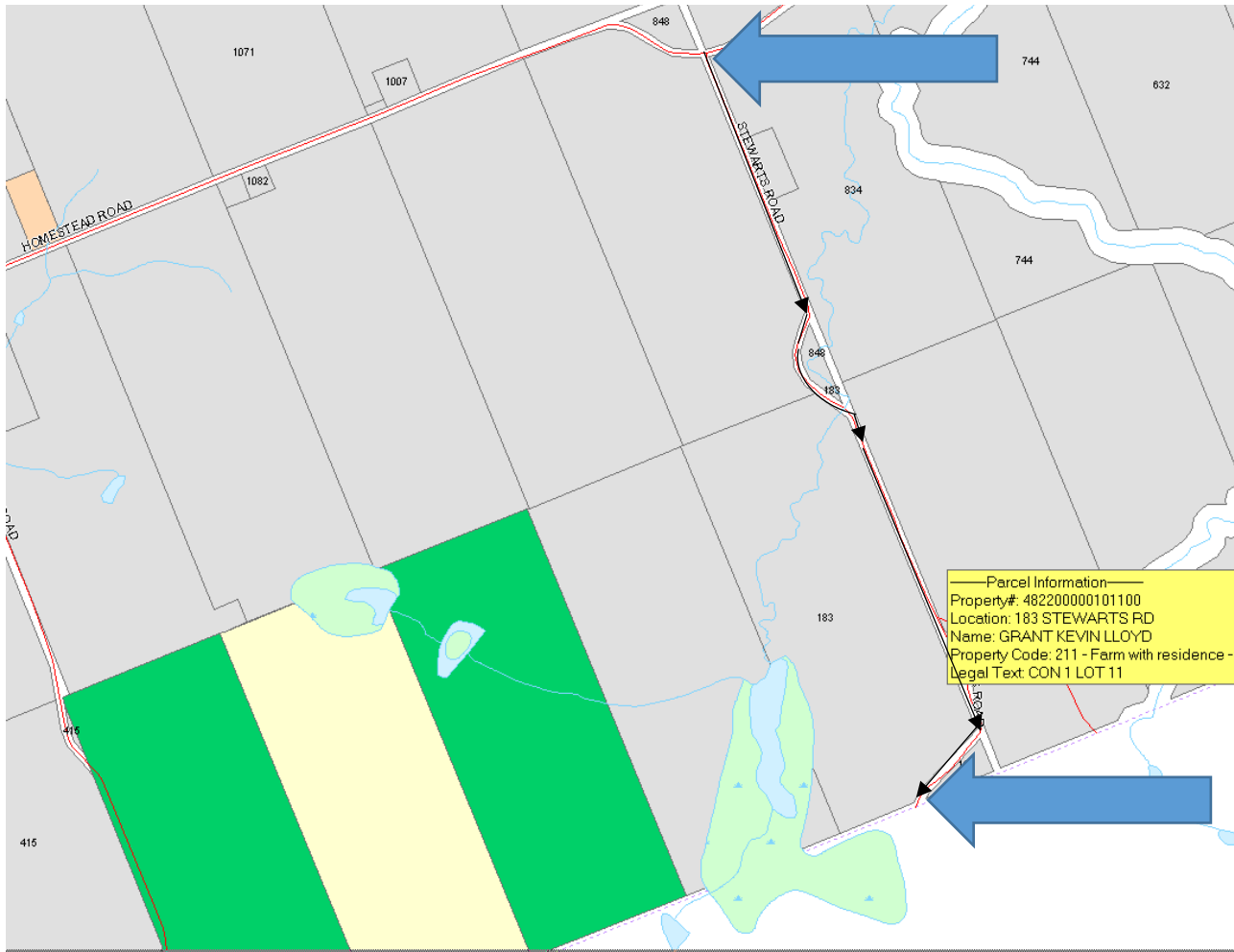
See Attached Map.

**THIS IS SCHEDULE "B" TO THE AGREEMENT BETWEEN THE CORPORATION OF  
THE MUNICIPALITY OF CALVIN AND KEVIN GRANT AND CINDY GRANT**

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**GRANT LANDS**

Concession 1 Lot 11



els : -----Parcel Information-----Property#: 48220000101100-Location: 183 STEWARTS RD-Name: GRANT KEVIN LLOYD-Property Code: 211 - Farm with residence - w



**MUNICIPALITY OF CALVIN**

**2021CT62 REPORT TO COUNCIL**

REPORT DATE: **November 23, 2021**  
ORIGINATOR: **Cindy Pigeau – Clerk-Treasurer**  
SUBJECT: **Agreement with Townships of Chisholm and Bonfield and the Municipality of East Ferris for By-Law Enforcement**

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**Recommendation**

It is recommended that Council passed the proposed by-law to enter into an agreement with the Townships of Chisholm and Bonfield and the Municipality of East Ferris

**Background**

In previous discussions with Council, Staff had indicated a need for a backup and potentially a replacement for our current by-law enforcement officer due to the many titles this staff member held. As discussed with Council, an opportunity to share the services with other municipalities may be an option.

The proposed agreement between the Township of Chisholm and Bonfield and the Municipality of Calvin is the result of that discussion. The Township of Chisholm would be the employer of the by-law officer and the other three municipalities would use the services on an as required basis.

This shared service would allow for us to share in the costs of training and memberships for a by-law officer. Currently, due to the responsibilities of our current by-law officer training is extremely difficult to attend and keep up to date.

Currently, the cost for our by-law officer is approximately \$1427 (does not include mileage, training or membership costs). The proposed agreement would be approximately \$1924 (does not include mileage, training or membership costs). Therefore, a difference of approximately \$500, currently. However, this shared service would allow us to use the service on an as needed basis so these costs may change depending on our use.

We would also have a fully trained by-law enforcement officer, either as the primary person or back-up depending on how we choose to use this agreement.

Respectfully submitted;  
Cindy Pigeau  
Clerk-Treasurer

**This is Schedule “A” to By-law 2021-034**

Shared Municipal By-law Enforcement Officer services provided by the Township of Chisholm to the Townships of Bonfield and Papineau-Cameron and Municipalities of Calvin and East Ferris.

**AGREEMENT**

**BETWEEN:**

The Corporation of the Township of Chisholm  
having its principal office at  
2847 Chiswick Line, Powassan ON P0H1Z0  
(herein after called “Chisholm”)

OF THE FIRST PART

**AND**

The Corporation of the Township of Bonfield  
having its principal office at  
365 Highway 531, Bonfield ON P0H 1E0  
(herein after called “Bonfield”)

OF THE SECOND PART

**AND**

The Corporation of the Municipality of Calvin  
having its principal office at  
1355 Peddlers Drive, Mattawa, ON P0H 1V0  
(herein after called “Calvin”)

OF THE THIRD PART

**AND**

The Corporation of the Municipality of East Ferris  
having its principal office at  
390 Hwy 94, Corbeil, ON P0H1K0  
(herein after called “East Ferris”)

OF THE FOURTH PART

**AND**

The Corporation of the Township of Papineau-Cameron  
having its principal office at  
4861 Highway 17, P.O. Box 630 Mattawa, ON P0H 1V0  
(herein after called “Papineau-Cameron”)

OF THE FIFTH PART

**THE ABOVE PARTS HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS;**

1. That the enforcement of Municipal By-laws shall be carried out by the Municipal Bylaw Enforcement Officer, who is an employee of the Township of Chisholm. The employee is not part of the bargaining unit.
2. That the Township of Chisholm shall provide an employee, herein called Municipal By-law Enforcement Officer (MLEO) to all other parts of the Agreement to enforce each of their own Municipal By-laws, as well as, but not limited to, assisting with By-Law development and short

descriptions and getting fines approved with the Province. In the event that the Township of Chisholm appoints a new MLEO, the Township of Chisholm will inform all other parts of the change in employee and the agreement shall continue as is.

3. The MLEO will abide by the Township of Chisholm MLEO Job Description and Employee Personnel Policies and Procedures of the Township of Chisholm.

4. That the Council of the Townships of Bonfield and Papineau-Cameron and Municipalities of East Ferris and Calvin shall indemnify and save harmless the Township of Chisholm and their staff from any actions or litigation arising from matters under the *Municipal Act* and the *Planning Act* prior to the effective date of this agreement.

5. That the Townships of Bonfield, Chisholm and Papineau-Cameron and Municipalities of East Ferris and Calvin shall at all times during the term of this Agreement, maintain in force professional and general liability insurance appropriate to the duties of Municipal By-Law enforcement as specified herein.

6. That the Townships of Bonfield and Papineau-Cameron and Municipalities of East Ferris and Calvin shall, during the term of this Agreement, be included as an “additional named insured” under the Township of Chisholm Municipal Liability Insurance, but only in respect of and during the Services performed under this and cross liability insurance is to be provided.

7. That the Townships of Bonfield and Papineau-Cameron and Municipalities of East Ferris and Calvin shall reimburse semi-monthly, as invoiced to the Township of Chisholm the costs of providing municipal by-law enforcement services at the rate of \$37.00 per hour plus a mileage rate of \$0.50 per kilometer rate for travel allowance to and from the municipal office in Chisholm (2847 Chiswick Line) or the employee’s place of residence (Municipality of East Ferris), whichever is shorter.

8. That the Townships of Bonfield and Papineau-Cameron and Municipalities of East Ferris and Calvin agree to an increase in the hourly rate paid for MLEO services annually as per percentage increases negotiated for the unionized employees of the Township of Chisholm (CUPE 4616-01).

9. Expenses not listed in section 7 will be based on a prorated calculation and will be calculated on the actual MLEO hours used by each municipality in the 6-month period prior to invoicing. Municipalities will be invoiced semiannually, in July for the period of January 1 to June 30 and January for the period of July 1 to December 31. Expenses under this item include future training and continuing education and annual membership to the Municipal Law Enforcement Officer’s Association.

10. That the Township of Chisholm shall provide to the MLEO all necessary forms, applications and office supplies necessary to carry out their duties but will be use electronic communication and documentation as much as possible.

11. That each municipality provide administrative support to the MLEO for items such as, typing letters, mailing/couriering, finding contact information, etc., for the occurrences in their own municipalities and that one common occurrence form be used for all occurrences that the MLEO is asked to investigate. All paper and electronic documents, as applicable, will be returned to the proper municipality once the occurrence file is closed.

12. In the event of a complaint involving the MLEO, the CAO of the municipality who received the complaint shall reach out to the CAO of the Township of Chisholm as soon as possible for resolution.

13. The MLEO will provide an annual report to each municipality including items such as number of complaints, summary of infractions/outcomes, recommendations for changes to by-laws, etc.

14. That each municipality reach out directly to the MLEO when services by the by-law enforcement officer are needed in their own municipality.

15. That each municipality be responsible for their own legal counsel and fees associated with any legal dispute involving the MLEO.

16. That this Agreement shall be in effect from January 1, 2022 for a period of three years.

17. That any Council may terminate this agreement upon 60 days written notice.

18. Should this Agreement be terminated, the Townships of Bonfield and Papineau-Cameron and Municipalities of East Ferris and Calvin shall pay to the Township of Chisholm all outstanding costs up to the date of termination and the Township of Chisholm shall return in good order, all municipal files and records relating to by-law enforcement matters within the terminating municipality.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**For the Township of Chisholm:**

**For the Municipality of East Ferris:**

\_\_\_\_\_  
Mayor, Gail Degagne

\_\_\_\_\_  
Mayor,

\_\_\_\_\_  
CAO, Jennistine Leblond

\_\_\_\_\_  
CAO

**For the Township of Bonfield:**

**For the Municipality of Calvin:**

\_\_\_\_\_  
Mayor,

\_\_\_\_\_  
Mayor,

\_\_\_\_\_  
CAO

\_\_\_\_\_  
CAO

**For the Township of Papineau-Cameron:**

\_\_\_\_\_  
Mayor,

\_\_\_\_\_  
CAO



THE CORPORATION OF THE MUNICIPALITY OF CALVIN

BY-LAW NO. 2021-034

**Being a By-Law to enter into an agreement with the Township of Chisholm, Townships of Bonfield and Papineau-Cameron and Municipalities of Calvin and East Ferris. for the enforcement of municipal By-Laws.**

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

AND WHEREAS the Council of the Corporation of the Municipality of Calvin deems it advisable to enter into an agreement with the Township of Chisholm, Townships of Bonfield and Papineau-Cameron and the Municipality of East Ferris to provide by-law enforcement services for the municipality.

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

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

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

Read a first time and second time this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

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

\_\_\_\_\_  
MAYOR

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

Peggy Young-Lovelace  
Director

1894 Lasalle Blvd.  
Sudbury, ON P3A 2A4

Tel. 705-863-3306  
Fax. 705-806-4000  
www.e4m.solutions

Mayor Pennell & Councillors  
Municipality of Calvin  
1355 Peddlers Drive.  
Mattawa, ON  
POH 1V0

**By Email To:** [clerk@calvintownship.ca](mailto:clerk@calvintownship.ca)

**RE: Requests for Inquiry**

Your Worship and Councillors,

Our office has received requests for inquiry related to alleged contraventions of the Municipality of Calvin Code of Conduct ("Code of Conduct") by former Councillors Olmstead and Maxwell. These requests were received prior to the resignation of both individuals and were not actioned by us at the time since multiple investigations were on-going. Since both individuals have resigned from their seat, we will not be proceeding with these matters, and they have been dismissed. There is no benefit to Council or the community for us to undertake an inquiry. However, it is prudent for us to report the nature of the allegations for Council to be aware.

The following summarizes the allegations. We will not disclose the names of the parties making the allegations.

- Three individuals alleged that former Councillor Olmstead contravened the Code of Conduct when she made extremely derogatory comments about members of the public. Of significant concern is that she stated a member of the public was a pedophile and another abused her children. These allegations are similar to those considered in a previous inquiry in which former Councillor Olmstead was found to have contravened the Code of Conduct.
- Two individuals alleged that Councillor Maxwell contravened the Code of Conduct when he was disrespectful to Officers and Employees of the Municipality as well as other Councillors during a number of Council meetings.
- One individual alleged that Councillor Maxwell contravened the Council Staff Relations Policy and the Code of Conduct when he was disrespectful to a Municipal Employee.

Should you require clarification please do not hesitate to contact us.

Regards

Vikki Jarvis  
Consultant  
Integrity Commissioner's Office