

**REGULAR MEETING OF COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF MANITOUWADGE, TO BE HELD IN THE COUNCIL CHAMBERS, MUNICIPAL ADMINISTRATION COMPLEX, MANITOUWADGE, ONTARIO, ON WEDNESDAY, JULY 11, 2018 AT THE HOUR OF 7:00 P.M.**

**AGENDA**

**01 CALL TO ORDER**

**02 ADDITIONS OR DELETIONS TO AGENDA**

**03 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE THEREOF**

**04 APPROVAL OF AGENDA**

**05 DELEGATIONS AND PRESENTATIONS**

**06 ADOPTION OF MINUTES OF PREVIOUS MEETINGS**

**01** Minutes of the Regular Meeting held June 27, 2018

**07 PETITIONS**

**08 DISBURSEMENTS**

**01** Statement of Disbursement Sheet No. 2018-11 for \$300,089.17.

**09 CORRESPONDENCE**

**10 REPORTS AND COMMITTEES**

**01** Minutes of Meetings: Manitouwadge Municipal Housing Corporation held May 16, 2018.

**02** Minutes of Meetings: Thunder Bay District Board of Health held May 16, 2018. \*Statements available at: <http://www.tbdhu.com/about-us/board-of-health/board-of-health-meetings>

**03** Minutes of Meetings: Thunder Bay District Social Services Administration Board held May 17, 2018 (regular) and May 17, 2018 (closed). \*Statements available at: <http://www.tbdssab.ca/index.php/administration/>

**11 VERBAL UPDATE BY MAYOR**

**12 VERBAL UPDATE BY CAO/CLERK-TREASURER**

**13 BY-LAWS**

- 01 Being a By-Law to** regulate the usage of the Municipal Metal Bins, also known as the Bear Dumpsters.

Administration Report FBA2018-09 submitted by Owen Cranney, Fire Chief and prepared by Marcel DeMars, Municipal Law Enforcement Officer regarding the Draft By-law, dated July 5, 2018.

**14 BUSINESS**

- 01** Administration Report FBA2018-10 submitted by Owen Cranney, Fire Chief regarding Service Agreement By-Law Enforcement Services, dated July 5, 2018.

**15 MOTIONS AND NOTICES OF MOTIONS**

**16 CLOSED SESSIONS**

- 01** Section 239(2)(e): litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board.
- Municipal Conflict of Interest Investigation

**17 BUSINESS ARISING FROM CLOSED SESSION**

**18 ADJOURNMENT**

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**MINUTES OF THE REGULAR MEETING OF THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF MANITOUWADGE, HELD IN THE COUNCIL CHAMBERS, WEDNESDAY, JUNE 27, 2018 AT THE HOUR OF 7:00 P.M.**

**PRESENT:** Mayor Andy Major  
Councillor Ed Dunnill  
Councillor Ray Lelievre  
Councillor Sheldon Plummer  
Councillor Peter Ruel

**ABSENT:** 0

**STAFF:** Margaret Hartling, CAO/Clerk-Treasurer

**PUBLIC:** 1

**01 CALL TO ORDER**

**RESOLUTION NO. 2018-172**

Moved by: Councillor Ruel

Seconded by: Councillor Lelievre

**RESOLVED THAT:** the Regular Meeting commence at the hour of 7:01 p.m.

**CARRIED**

**02 ADDITIONS OR DELETIONS TO AGENDA**

**03 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE THEREOF**

**01** Declaration of pecuniary interest submitted by Councillor Dunnill regarding:  
Agenda Item No: 16-01 in open session  
Agenda Item No: 05-01 in closed session

- I am the applicant in this matter.

**02** Declaration of pecuniary interest submitted by Councillor Dunnill regarding:  
Agenda Item No: 16-02 in open session  
Agenda Item No: 05-02 in closed session

- I am the petitioner in this claim.

**04 APPROVAL OF AGENDA**

**RESOLUTION NO. 2018-173**

Moved by: Councillor Dunnill

Seconded by: Councillor Ruel

**RESOLVED THAT:** the agenda be approved as amended.

**CARRIED**

**05 DELEGATIONS AND PRESENTATIONS**

**06 ADOPTION OF MINUTES OF PREVIOUS MEETINGS**

**01** Minutes of the Regular Meeting held June 13, 2018.

**RESOLUTION NO. 2018-174**

Moved by: Councillor Plummer

Seconded by: Councillor Dunnill

**RESOLVED THAT:** the Minutes of the Regular Meeting held on June 13, 2018 are adopted as circulated.

**CARRIED**

**07 PETITIONS**

**08 DISBURSEMENTS**

- 01 Statement of Disbursement Sheet No. 2018-10 for \$347,405.31.

**RESOLUTION NO. 2018-175**

Moved by: Councillor Dunnill

Seconded by: Councillor Plummer

**RESOLVED THAT:** Disbursement Sheet No. 2018-10, Three Hundred and Forty-Seven Thousand, Four Hundred and Five Dollars and Thirty-One Cents (\$347,405.31) as provided to Council for information purposes only.

**CARRIED**

**09 CORRESPONDENCE**

- 01 Correspondence from R. Phillips Minty, President of the Manitouwadge Golden Age Center regarding applying for a grant from the Nuclear Waste Management fund for a kitchen in the new senior center facility, dated June 1, 2018.
- 02 Correspondence from Kate Kempton and Christopher Evans, Olthuis, Kleer, Townshend LLP to Laurie Swami, President and CEO, Nuclear Waste Management Organization regarding siting a nuclear waste repository in northern Ontario, dated June 21, 2018.

**RESOLUTION NO. 2018-176**

Moved by: Councillor Dunnill

Seconded by: Councillor Lelievre

**RESOLVED THAT:** correspondence item(s) 09-01 to 09-02 be received and filed.

**AND BE IT FURTHER RESOLVED THAT:** agenda item(s) 09-01 and 09-02 be returned to Council under Business for the meeting of June 27, 2018.

**CARRIED**

**10 REPORTS AND COMMITTEES**

**11 VERBAL UPDATE BY MAYOR**

- 01 Verbal update provided by Mayor

**12 VERBAL UPDATE BY CAO/CLERK-TREASURER**

- 01 Verbal update provided CAO/Clerk-Treasurer

**13 BY-LAWS**

**14 BUSINESS**

- 01 Administration Report TR2018-11 submitted by Margaret Hartling, CAO/Clerk-Treasurer regarding Council Remuneration, dated June 18, 2018.

**RESOLUTION NO. 2018-177**

Moved by: Councillor Ruel

Seconded by: Councillor Plummer

**RESOLVED THAT:** Council is in receipt of Administration Report TR2018-11 submitted by Margaret Hartling, CAO/Clerk-Treasurer regarding Council Remuneration.

**AND BE IT FURTHER RESOLVED THAT:** upon conclusion of Council's review and consideration, direct staff as follows: no amendments be made to By-law 2010-14.

Recorded Vote	FOR	AGAINST
Councillor Edward Dunnill	√	
Councillor Raymond Lelievre		√
Councillor Sheldon Plummer	√	
Councillor Peter Ruel	√	
Mayor Andy Major		√

**CARRIED**

- 02** Administration Report TR2018-12 submitted by Margaret Hartling, CAO/Clerk-Treasurer regarding Community Well-Being Funds 2018, dated June 18, 2018.

**RESOLUTION NO. 2018-178**

Moved by: Councillor Dunnill

Seconded by: Councillor Plummer

**RESOLVED THAT:** Council is in receipt of Administration Report TR2018-12 submitted by Margaret Hartling, CAO/Clerk-Treasurer regarding the Community Well-Being Reserve Funds 2018.

**AND BE IT FURTHER RESOLVED THAT:** upon conclusion of Council's review and consideration, direct staff as follows:

- 1)** Council approves the recommendation that the funds remain in a Reserve Fund and be used to fund the Municipality's share in future capital expenditures as funding becomes available or special projects as approved by Council.

**CARRIED**

**15 MOTIONS AND NOTICES OF MOTIONS**

**16 CLOSED SESSIONS**

- 01** Section 239(2)(b): personal matters about an identifiable individual, including municipal or local board employees.
  - Staffing Levels
- 02** Section 239(2)(e): litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board.
  - Divisional Court Update
- 03** Section 239(2)(e): litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board.
  - Small Claims Action

**RESOLUTION NO. 2018-179**

Moved by: Councillor Ruel

Seconded by: Councillor Dunnill

**WHEREAS** Section 239(4) of the Municipal Act, 2001, S.O. 2001, c. 25 provides that before holding a meeting or part of a meeting that is to be closed to the public, a municipality or local board or committee of either of them, shall state by resolution the fact of holding of the closed meeting and the general nature of the matter to be considered at the closed meeting;

**NOW THEREFORE BE IT RESOLVED THAT:** this meeting is hereby closed to the public as the subject matter being discussed falls under the following section:

- 01** Section 239(2)(b): personal matters about an identifiable individual, including municipal or local board employees;
  - Staffing Levels

**\*Note:** Councillor Dunnill left the council meeting

- 02** Section 239(2)(e): litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
  - Divisional Court Update

- 03** Section 239(2)(e): litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
  - Small Claims Action

**CARRIED**

**RESOLUTION NO. 2018-180**

Moved by: Councillor Plummer

Seconded by: Councillor Lelievre

**RESOLVED THAT:** the meeting is hereby declared to be open to the public at 9:12 p.m.

**CARRIED**

**17 BUSINESS ARISING FROM CLOSED SESSION**

**RESOLUTION NO. 2018-181**

Moved by: Councillor Ruel

Seconded by: Councillor Lelievre

**RESOLVED THAT:** Staff be instructed to adjust the staffing levels as directed in closed session, effective July 2, 2018.

**CARRIED**

**18 ADJOURNMENT**

**RESOLUTION NO. 2018-182**

Moved by: Councillor Plummer

Seconded by: Councillor Lelievre

**RESOLVED THAT:** the Regular Meeting adjourn at the hour of 9:13 p.m.

**CARRIED**

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Mayor Andy Major

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Joleen Keough, Deputy Clerk



The Corporation of the  
**TOWNSHIP OF MANITOUWADGE**  
Manitouwadge, Ontario  
P0T 2C0

**STATEMENT OF DISBURSEMENTS**

DISBURSEMENT SHEET NO. 2018-11 FOR THE PERIOD

ENDING July 6, 2018

PAYROLL \$ 85,281.79

REGULAR CHEQUES \$ 214,807.38

VOID CHEQUES \$ 0.00

**TOTAL** \$ **300,089.17**

\_\_\_\_\_  
CAO/CLERK - TREASURER

\_\_\_\_\_  
MAYOR

APPROVED BY RESOLUTION NO. \_\_\_\_\_

MEETING OF COUNCIL HELD \_\_\_\_\_

\_\_\_\_\_  
CAO/CLERK - TREASURER

\_\_\_\_\_  
DEPUTY CLERK

**TOWNSHIP OF MANITOUWADGE**  
**Cheque Register-Summary-Bank**



AP5090

Page : 1

Date : Jul 06, 2018

Time : 11:06 am

Vendor : 1143301 To ZOTTE01  
 Cheque Dt. 22-Jun-2018 To 06-Jul-2018  
 Bank : 1 - GENERAL OPERATING

Seq : Cheque No. Status : All  
 Medium : C=Computer

Cheque #	Cheque Date	Vendor	Vendor Name	Status	Batch	Medium	Amount
10485	25-Jun-2018	ALBRE01	ALBRECHT, SUZANNE	Issued	143	C	288.31
10486	25-Jun-2018	EMERG01	FIRECON	Issued	143	C	310.75
10487	25-Jun-2018	HOSAN01	HOSANNA FIRE PROTECTION	Issued	143	C	321.63
10488	25-Jun-2018	HYDRO04	HYDRO ONE NETWORKS INC.	Issued	143	C	15,571.19
10489	25-Jun-2018	MAJOA01	MAJOR, ANDY	Issued	143	C	240.00
10490	25-Jun-2018	MANWO01	MANWOOD HOME & BUILDING SUPPLIES	Issued	143	C	707.83
10491	25-Jun-2018	MANWO01	MANWOOD HOME & BUILDING SUPPLIES	Issued	143	C	1,061.55
10492	25-Jun-2018	MANWO01	MANWOOD HOME & BUILDING SUPPLIES	Issued	143	C	1,153.98
10493	25-Jun-2018	MANWO01	MANWOOD HOME & BUILDING SUPPLIES	Issued	143	C	741.80
10494	25-Jun-2018	MANWO01	MANWOOD HOME & BUILDING SUPPLIES	Issued	143	C	870.94
10495	25-Jun-2018	MANWO01	MANWOOD HOME & BUILDING SUPPLIES	Issued	143	C	129.12
10496	25-Jun-2018	MORIN01	MORIN AUTO	Issued	143	C	1,658.58
10497	25-Jun-2018	MORIN01	MORIN AUTO	Issued	143	C	1,243.61
10498	05-Jul-2018	AQUAM01	AQUAM	Issued	147	C	2,414.47
10499	05-Jul-2018	BARNE03	BARNES, RANDY	Issued	147	C	495.00
10500	05-Jul-2018	BEERS01	THE BEER STORE	Issued	147	C	753.21
10501	05-Jul-2018	BELLC05	BELL CONFERENCING INC.	Issued	147	C	110.11
10502	05-Jul-2018	BIERW01	BIERWORTH, ELIZABETH	Issued	147	C	285.80
10503	05-Jul-2018	BIERW02	BIERWORTH, REUBEN	Issued	147	C	604.00
10504	05-Jul-2018	BIGBA01	BIG BANG FIREWORKS INC.	Issued	147	C	10,000.00
10505	05-Jul-2018	CALGA01	SUPERIOR PROPANE	Issued	147	C	9,436.05
10506	05-Jul-2018	CANAD09	CANADIAN RED CROSS	Issued	147	C	200.00
10507	05-Jul-2018	CLEAN02	CLEAN-SWEEP	Issued	147	C	3,457.80
10508	05-Jul-2018	COMPL01	COMPLETE TURF EQUIPMENT LTD.	Issued	147	C	371.44
10509	05-Jul-2018	COWLE01	COWLEY, VIVIAN	Issued	147	C	73.50
10510	05-Jul-2018	CREDIT01	CREDIT BUREAUS OF NWO COLLECTIONS IN	Issued	147	C	1,811.70
10511	05-Jul-2018	CURTI01	CURTIS, JENNIFER	Issued	147	C	2,912.97
10512	05-Jul-2018	EVENS01	EVEN-SPRAY & CHEMICALS LTD.	Issued	147	C	1,667.27
10513	05-Jul-2018	FLOYD01	FLOYD'S AUTO & PLATE GLASS LT	Issued	147	C	135.60
10514	05-Jul-2018	FUNTA01	FUN-TASTIC CASTLES	Issued	147	C	339.00
10515	05-Jul-2018	GASCO01	GASCON, RAYMOND JOHN	Issued	147	C	310.74
10516	05-Jul-2018	GOODW01	GOODWIN, GRANT	Issued	147	C	364.40
10517	05-Jul-2018	GORDS01	GORD'S TAXI SERVICE	Issued	147	C	230.00
10518	05-Jul-2018	GROUP01	GROUPE ARCHAMBAULT INC.	Issued	147	C	20.70
10519	05-Jul-2018	HARTL01	HARTLING, MARGARET	Issued	147	C	79.10
10520	05-Jul-2018	HEATH01	HEATH, JANICE	Issued	147	C	624.00
10521	05-Jul-2018	HEATH03	HEATH, ANGUS MORRIS	Issued	147	C	180.00
10522	05-Jul-2018	HYDRO04	HYDRO ONE NETWORKS INC.	Issued	147	C	3,573.71
10523	05-Jul-2018	ITEC201	ITEC 2000 EQUIPMENT & HYDRAULICS	Issued	147	C	596.64
10524	05-Jul-2018	JJEU01	J&J EQUIPMENT RENTALS INC.	Issued	147	C	5,110.43
10525	05-Jul-2018	LABBE02	LABBEE, RITA MARIA	Issued	147	C	605.00
10526	05-Jul-2018	LCBO01	LCBO	Issued	147	C	144.36
10527	05-Jul-2018	LIDST01	LIDSTER, JAMES	Issued	147	C	1,569.03
10528	05-Jul-2018	LOUDO01	LOUDON BROS. LTD.	Issued	147	C	2,394.53
10529	05-Jul-2018	MANIT14	MANITOUWADGE ECONOMIC DEVELOPMEN	Issued	147	C	480.00
10530	05-Jul-2018	MANSH01	MANSHIELD CONSTRUCTION	Issued	147	C	97,469.28
10531	05-Jul-2018	MANWO01	MANWOOD HOME & BUILDING SUPPLIES	Issued	147	C	1,451.78
10532	05-Jul-2018	MANWO01	MANWOOD HOME & BUILDING SUPPLIES	Issued	147	C	153.54
10533	05-Jul-2018	MCNEI01	MCNEIL'S VALUMART	Issued	147	C	702.37
10534	05-Jul-2018	MCNEI01	MCNEIL'S VALUMART	Issued	147	C	940.14
10535	05-Jul-2018	MCNEI01	MCNEIL'S VALUMART	Issued	147	C	52.46
10536	05-Jul-2018	MPAC01	MPAC	Issued	147	C	6,725.57
10537	05-Jul-2018	NORTH14	NORTH SUPERIOR BROADCASTING LTD.	Issued	147	C	652.52
10538	05-Jul-2018	ONTAR03	ONTARIO GYM & SPORTS	Issued	147	C	492.04



**TOWNSHIP OF MANITOUWADGE**  
**Cheque Register-Summary-Bank**



AP5090

Page : 2

Date : Jul 06, 2018

Time : 11:06 am

Vendor : 1143301 To ZOTTE01  
 Cheque Dt. 22-Jun-2018 To 06-Jul-2018  
 Bank : 1 - GENERAL OPERATING

Seq : Cheque No. Status : All  
 Medium : C=Computer

Cheque #	Cheque Date	Vendor	Vendor Name	Status	Batch	Medium	Amount
<b>Bank : 1 GENERAL OPERATING</b>							
10539	05-Jul-2018	PATTE01	PATTERSON, SHAWNA	Issued	147	C	1,217.51
10540	05-Jul-2018	PPESO01	PPE SOLUTIONS INC.	Issued	147	C	873.69
10541	05-Jul-2018	PRINC02	PRINCESS AUTO	Issued	147	C	10.16
10542	05-Jul-2018	PUROL01	PUROLATOR INC.	Issued	147	C	80.36
10543	05-Jul-2018	RECEI01	RECEIVER GENERAL	Issued	147	C	17,237.35
10544	05-Jul-2018	SALOR01	SALO, RONALD	Issued	147	C	417.00
10545	05-Jul-2018	SHAWC01	SHAW CABLESYSTEMS G P.	Issued	147	C	109.36
10546	05-Jul-2018	SLING01	SLING CHOKER MFG. LTD.	Issued	147	C	26.60
10547	05-Jul-2018	STOKE01	STOKES INTERNATIONAL	Issued	147	C	329.34
10548	05-Jul-2018	TBAYT01	TBAYTEL	Issued	147	C	553.87
10549	05-Jul-2018	TBDSS01	TBDSSAB	Issued	147	C	5,234.00
10550	05-Jul-2018	THESA01	THE SAULT STE. MARIE PUBLIC LIBRARY	Issued	147	C	18.60
10551	05-Jul-2018	THUND06	THUNDER BAY DISTRICT HEALTH UNIT	Issued	147	C	3,801.00
10552	05-Jul-2018	WARRE01	WARREN, REENE	Issued	147	C	91.82
10553	05-Jul-2018	XEROX01	XEROX CANADA LTD.	Issued	147	C	517.17
<b>Total Computer Paid :</b>		<b>214,807.38</b>	<b>Total EFT PAP :</b>	<b>0.00</b>	<b>Total Paid :</b>		<b>214,807.38</b>
<b>Total Manually Paid :</b>		<b>0.00</b>	<b>Total EFT File :</b>	<b>0.00</b>			

69 Total No. Of Cheque(s) ...

RECEIVED

MANITOUWADGE MUNICIPAL HOUSING CORPORATION

JUN 26 2018

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS CORPORATION OF THE  
TOWNSHIP OF MANITOUWADGE

May 16, 2018

1. The meeting was called to order at 6:33 p.m. (Resolution No. 18-21)

In attendance:

Helen Williams	Chairperson
Donna Jaunzarins	Director
Sheldon Plummer	Director
Rita Labbee	Property Manager

Absent:

Andy Major	Director
Lisa Jomphe	Vice-Chairperson

- 
2. The Board reviewed the Confidentiality and Conflict of Interest policies.
3. The Minutes and Resolutions of the meeting held on Monday, April 16<sup>th</sup>, 2018 were reviewed by the Board and accepted. (Resolution No. 18-22)

4. **Property Manager's Report:**

The Property Manager's Report was provided to the Board.

5. **Vacant Unit Report:**

The Vacant Unit Report was provided to the Board.

6. **Tenant Request:**

The Board discussed the tenant request from 18BM

7. **Board Discussion:**

- The Board approved the Auditors Report and Auditors Financial Statements for the MMHC year end December 31<sup>st</sup>, 2017 prepared by Grant Thornton LLP were reviewed by the Board and accepted. (Resolution No. 18-23)
- The Board was updated on singing.
- The Board was updated on the meeting to attend in Tbay on EOOA.
- The Board awarded the 2018-01A Tender to JL Contracting.(Resolution No. 18-24)
- The Budget (year to date) figures for March/2018 was presented to the Board members for review.
- The Bank Reconciliation for March/2018 was reviewed and signed by the Chairperson.

**8. Disbursements:**

Disbursement Sheet # 18-05 from April 17<sup>th</sup>, 2018 to May 16<sup>th</sup>, 2018 in the amount of \$35,838.62 was reviewed by the Board and accepted. (Resolution No. 18-25)

**9. Correspondence:**

The Board reviewed the Correspondence received from April 17<sup>th</sup>, 2018 to May 16<sup>th</sup>, 2018.

**10. Additions:**


Summer Student  
GreenON  
Operational Review/Kelly

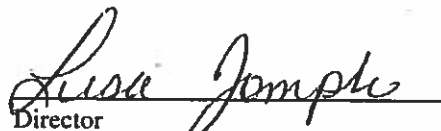
**11. Next Meeting:**

The next regular meeting will be held on Monday, June 18<sup>th</sup>, 2018 at 6:30 p.m. in the Judith C. Harris Board Room at the Santé Manitouswadge Health.

**12. Adjournment:**

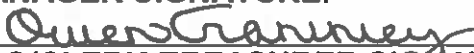
The meeting was adjourned at 7.59 p.m. (Resolution No. 18-26)

  
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_  
Director

**THE CORPORATION OF THE TOWNSHIP OF MANITOUWADGE**

**ADMINISTRATION REPORT**

<b>SUBJECT:</b> Draft By-Law		<b>REPORT NUMBER:</b> FBA2018-09
<b>PREPARED BY:</b> Owen Cranney		<b>PAGE:</b> 1 <b>OF:</b> 8
<b>DATE:</b> July 5 <sup>th</sup> , 2018	<b>REVISION DATE:</b>	
<b>MANAGER SIGNATURE:</b> 	<b>FOR CONSIDERATION:</b> X OPEN SESSION      CLOSED SESSION	
<b>CAO/CLERK-TREASURER SIGNATURE:</b>		
<b>REFERRED TO:</b>		
<b>ATTACHMENTS:</b> the Draft By-law and a copy of the set fine schedule		

**BACKGROUND:**

The municipality has a number of Municipal Metal Bins, also known as the Bear Dumpsters. These Bear Dumpsters are placed around the community for the public to use for the disposal of their kitchen waste as defined in the By-Law.

The intent of Bear Dumpsters is to provide an effective manner to dispose of bear attractants and reduce bear activity and occurrences in the community.

**COMMENTARY:**

The Bear Dumpsters are well used by the public. Most are reasonable users of the dumpsters and use them as intended.

However there are those that continually place objects in the dumpsters for which they are not intended. Others overfill the dumpster or do not latch or close the lids defeating the intent of keeping the bears out of the Kitchen waste.

In some cases they are even disposing of their material on the ground beside the dumpsters.

In order to maintain a clean municipal appearance and the Bear Dumpsters being effective in reducing bear occurrences along with the safety of our staff that empties the dumpsters it is felt that some regulations with fines attached to those regulations would be the most effective way to continue the dumpster service to the community.

Thus the attached Draft By-Law has been assembled and presented to Council for their consideration

Should Council enact the draft Bear Dumpster By-Law. Information and awareness Will be provided to the public as the first step in the enforcement process.

**FINANCIAL IMPLICATIONS:** NA

**ACCESSIBILITY IMPLICATIONS:** NA

**IN CONSULTATION WITH:** The Public Works Superintendent  
Ministry of the Attorney General

**RECOMMENDATION:**

1) That the Draft By-Law be approved and enacted by Council as presented.

# THE CORPORATION OF THE TOWNSHIP OF MANITOUWADGE

## BY-LAW NO. 2018-\_\_\_

**Being a By-Law** to regulate the usage of the Municipal Metal Bins, also known as the Bear Dumpsters.

**WHEREAS** Section 8(1) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provide that the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

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

**AND WHEREAS** Section 10(1) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, enables a single-tier municipality to pass a by-law to provide any service or thing that the municipality considers necessary or desirable for the public;

**AND WHEREAS** Section 10(2) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a single-tier municipality may pass a by-law respecting the economic, social and environmental well-being of the municipality and services and things the municipality is authorized to provide under subsection (1);

**AND WHEREAS** Section 425 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that any person who contravenes any by-law of the municipality, passed under this Act, is guilty of an offence;

**AND WHEREAS** the Council of the Corporation of the Township of Manitouwadge deems it desirable to enact a by-law to regulate the usage of the Municipal owned Metal Bins (Bear Dumpsters).

**NOW THEREFORE** be it resolved that the Council of the Corporation of the Township of Manitouwadge hereby enacts as follows:

### PART 1 GENERAL PROVISION

#### SECTION

**1.1 Short Title**

This By-law shall be cited as "The Bear Dumpsters By-law"

**1.2 Scope**

The provision of this By-law shall apply to all Municipal owned Metal Bins commonly known as the Bear Dumpsters and to the Municipal property on which they are located.

**1.3 Enforcement**

This By-law may be enforced by a Municipal Law Enforcement Officer.

**1.4 Obstruction**

No person shall hinder or obstruct or attempt to obstruct any person exercising a power or performing a duty under this By-law, *Municipal Act, 2001*, S.O. 2001, c.25, s. 426(1), as amended.

**1.5 Severability/conflict**

If any section, subsection, part or parts of this By-law is declared by any court of law to be invalid, illegal, or beyond one's legal authority, such section, subsection, part or parts shall be deemed to be severable and all parts hereof are declared to be separated and independent and enacted as such.

**1.6** Nothing in this By-law relieves any person from complying with any provision of any Federal or Provincial Legislation or any other By-law of the Municipality.

**1.7** Where a provision of this By-law conflicts with the provision of another By-law in force in the Municipality or any Provincial or Federal Legislation, the provision that establishes the higher standard to protect the health, safety and welfare of the general public shall prevail.

**1.8** The Clerk of the Corporation of the Township of Manitouwadge is authorized to make minor modifications or corrections of a grammatical or typographical nature to the By-law and schedules after passage of this By-law where such modifications or corrections do not alter the intent of this By-law.

**1.9 Interpretation**

In this By-law;

**1.9(1)** "May" shall be construed as permissive.

**1.9(2)** "Shall" shall be construed as imperative.

**1.9(3)** "Includes"; the words - "include – includes – including and included" are not to be interpreted as restricting or modifying the words or phrases which precede them.

**1.9(4)** Whenever this By-law refers to a person or thing with reference to gender or the gender neutral, the intention is to read the By-law with the gender applicable to the circumstances.

**1.9(5)** References to terms in the plural include the singular, as applicable.

**1.9(6)** Heading are inserted for ease of reference only and are not to be used as interpretation aids.

**1.9(7)** Specific references to laws in the By-law are printed in Italic font and are meant to refer to the current laws applicable with the Province of Ontario at the time the By-law was enacted, as they are amended or replaced from time to time.

## **PART 2 DEFINITIONS**

Definitions of words, phrases and terms used in this By-law that are not included in the list of definitions in this section shall have the meaning which are commonly assigned to them in context in which they are used in this By-law. The words, phrases and terms used in this section have the following meaning for the purpose of this By-law.

### **SECTION**

**2.1** "Bear Dumpster" shall mean a large metal bin with lids, designed to be hoisted onto a specially equipped truck for emptying or hauling away, placed on Municipal lands for non-commercial use, for the householders of the Township of Manitouwadge, to dispose of their kitchen waste;

- 2.2 **“Council”** shall mean the Council of the Corporation of the Township of Manitouwadge;
- 2.3 **“Dwelling”** shall mean any building or other structure occupied or used as a place of abode, other than a hotel, restaurant, apartment house, tenement or building in which more than two (2) families dwell or which contains more than two (2) separate place of dwelling;
- 2.4 **“Householder”** shall mean an owner, occupant, lessee, tenant or other person in charge of a dwelling, residence or other premises so designated;
- 2.5 **“Household Articles”** shall mean various material objects and items in the home that are not consumable, not to be confused with household products.
- 2.6 **“Household Products”** shall mean substances or materials used in the course of housekeeping or personal routine. These are consumable (like housekeeping products): Examples, cosmetics, detergents, soaps;
- 2.7 **“Kitchen Waste”** shall mean household products, food waste or food loss that is discarded or left uneaten and includes the packaging of such products  
(Black bear attractants)
- 2.8 **“Municipal Law Enforcement Officer”** shall mean a duly authorized person appointed by Council of the Township of Manitouwadge to enforce the By-laws of the Municipality and that Municipal Law Enforcement Officers are Peace Officers for the purpose of enforcing Municipal By-laws;
- 2.9 **“Municipal Lands”** shall mean all lands owned and administered by the Corporation of the Township of Manitouwadge;
- 2.10 **“Municipality”** shall mean the same as the Township of Manitouwadge;
- 2.11 **“Specially Equipped truck”** shall mean the Township of Manitouwadge garbage truck;

### PART 3 REGULATIONS

#### SECTION

- 3.1 **Bear Dumpster Rules**  
The Bear Dumpsters situated within the Municipality are for Kitchen Waste Only.
- 3.2 No person shall deposit or cause to be deposited any material, substance or thing, except for kitchen waste in the Bear Dumpster.
- 3.3(1) No person shall deposit or cause to be deposited any material, substance or thing on land adjacent to the Bear dumpster.
- 3.3(2) The Municipality may remove any material, substance or thing deposited contrary to Section 3.3(1), and any cost or expense incurred thereby is a debt due to the Municipality and may be recovered by the Municipality in a court of competent jurisdiction in an action against the person who deposited the material, substance or thing or the person who caused it to be deposited.
- 3.4 Every person utilizing the Bear Dumpster shall close and latch the dumpster lid(s) after use, to keep the weather and animals out.



- 3.5 No person shall overfill the Bear Dumpster so as to prevent latching.
- 3.6 No person shall deposit or cause to be deposited cardboard boxes in the Bear Dumpster so as to preserve space.
- 3.6(1) Notwithstanding Section 3.6, a person can deposit or cause to be deposited pizza boxes or cat litter boxes in the Bear Dumpster as long as they are collapsed to preserve space.
- 3.7 All cardboard boxes should be collapsed, bundled and put at curb side for regular garbage pick up.

**PART 4  
PENALTY**

- 4. Any person who contravenes any of the provisions of this By-law is guilty of an offence and upon conviction is liable to a fine as provided for in the *Provincial Offences Act, R.S.O. 1990, c. P.33*, as amended.

**PART 5  
EFFECTIVE DATE**

**SECTION**

- 5. This By-law shall come into force and takes effect upon the date of its passing.

**READ A 1<sup>st</sup> AND 2<sup>nd</sup> TIME** this      day of      , 2018 and  
**READ A 3<sup>rd</sup> TIME AND FINALLY** enacted this      day of      , 2018.

\_\_\_\_\_  
Mayor Andy Major

\_\_\_\_\_  
Joleen Keough, Deputy Clerk

THE CORPORATION OF THE TOWNSHIP OF MANITOUWADGE

Part 1  
PROVINCIAL OFFENCES ACT  
SET FINE SCHEDULE

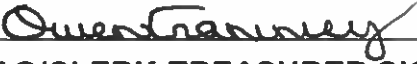
By-law # 2018 \_\_\_ "The Bear Dumpsters By-law"

ITEM	COLUMN 1 Short Form Wording	COLUMN 2 Provision creating or defining offence	COLUMN 3 Set Fine
1	Obstruct a Person	Section 1.4	\$ 500.00
2	Unlawfully cause to be deposited any material, substance or thing in the bear dumpster.	Section 3.2	\$ 200.00
3	Unlawfully cause to be deposited any material, substance or thing on land.	Section 3.3	\$ 200.00
4	Fail to close and latch lid	Section 3.4	\$100.00
5	Unlawfully overfilling the Bear Dumpster	Section 3.5	\$100.00
6	Unlawfully cause to be deposited cardboard box.	Section 3.6	\$50.00

**NOTE: The general penalty provision for the offences listed above is Section 4 of By-law No. 2018- \_\_\_ a certified copy of which has been filed.**

THE CORPORATION OF THE TOWNSHIP OF MANITOUWADGE

ADMINISTRATION REPORT

<b>SUBJECT:</b> Service Agreement By-Law Enforcement Services		<b>REPORT NUMBER:</b> FBA 2018-10
<b>PREPARED BY:</b> Owen Cranney		<b>PAGE:</b> <b>OF:</b>
<b>DATE:</b> July 5, 2018	<b>REVISION DATE:</b>	
<b>MANAGER SIGNATURE:</b> 	<b>FOR CONSIDERATION:</b> X OPEN SESSION      CLOSED SESSION	
<b>CAO/CLERK-TREASURER SIGNATURE:</b>		
<b>REFERRED TO:</b>		
<b>ATTACHMENTS:</b> Hornepayne By-Law 1668		

**BACKGROUND:** The Township of Manitouwadge was approached by the Township of Hornepayne regarding By-Law Services and assistance with By-Law Enforcement.

**COMMENTARY:** A review of the request made by the Township of Hornepayne was conducted and the Municipal By-Law Officer was consulted in regards to the Township of Manitouwadge providing these services. At the present time the By-Law Officer works 20 hours per week. The By-Law Officer is willing to work more and work with the township in providing these services to the Township of Hornepayne.

An Agreement By-Law has been approved by the Township of Hornepayne to receive these services. (As attached).

As the Manager of By-Law services for Manitouwadge I see the benefits to both communities in having this agreement in place.

**FINANCIAL IMPLICATIONS:** The rates for services under this agreement will be at full cost recovery and the municipal administration fee added to these charges.

**ACCESSIBILITY IMPLICATIONS:** NA

**IN CONSULTATION WITH:** CAO/Clerk-Treasurer Margaret Hartling

**By-Law Officer Marcel Demars**

**RECOMMENDATION:** That Council Approve entering into this agreement and have the Mayor sign the document.



THE CORPORATION OF THE TOWNSHIP OF HORNEPAYNE

By-Law No. 1668

Being a By-Law to authorize a Shared Services Agreement between the Corporation of the Township of Hornepayne and the Corporation of Township of Manitouwadge for the purpose of Enforcement and Administration of the By-Laws of the Corporation of the Township Hornepayne, the *Building Code Act*, and the *Residential Tenancies Act*

**WHEREAS** the *Municipal Act, 2001, Section 20(1)* provides that a municipality may enter into an agreement with one or more municipalities or local bodies, as defined in Section 19, or a combination of both to jointly provide, for their joint benefit, any matter which they have the power to provide within their own boundaries; and,

**WHEREAS**, the Council of the Corporation of the Township of Hornepayne deems it necessary and desirable to enter into a Shared Services Agreement with the Corporation of the Township of Manitouwadge for the purpose of enforcement and administration of the By-Laws of the Corporation of the Township Hornepayne, the *Building Code Act*, and the *Residential Tenancies Act*;

**NOW THEREFORE**, the Council of the Corporation of the Township of Hornepayne enacts the following:

1. That the Corporation of the Township of Hornepayne does hereby enter into a Shared Services Agreement with the Corporation of the Township of Manitouwadge in accordance with the terms and conditions as outlined in the attached Schedule "A", an integral part of this By-Law.
2. The Municipal Clerk and Mayor are hereby authorized to sign this agreement on behalf of the Municipality and to affix the Corporate Seal thereto.

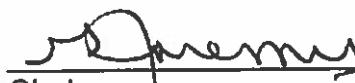
This By-Law shall take effect on July 1<sup>st</sup>, 2018.

Read a first and second time this 4<sup>th</sup> day of July, 2018.

Read a third time and finally passed this 4<sup>th</sup> day of July, 2018.



Presiding Officer



Clerk

**SHARED SERVICE AGREEMENT  
ENFORCEMENT AND ADMINISTRATION OF THE BY-LAWS OF THE  
CORPORATION OF THE TOWNSHIP OF HORNEPAYNE, THE BUILDING CODE  
ACT AND THE RESIDENTIAL TENANCIES ACT**

This agreement made this 4<sup>th</sup> day of July, 2018.

**BETWEEN:**           **CORPORATION OF THE TOWNSHIP OF  
MANITOUWADGE**  
Hereinafter called "Manitouwadge"

**AND:**               **CORPORATION OF THE TOWNSHIP OF  
HORNEPAYNE**  
Hereinafter called "Hornepayne"

(collectively, the "Parties")

Manitouwadge and Hornepayne have reached an agreement whereby Hornepayne will pay Manitouwadge to provide enforcement, administrative and hearing services related to the enforcement of the By-Laws of Hornepayne, the Building Code Act and the Residential Tenancies Act.

The Parties deem it to their mutual interests to enter into this Agreement and agree as follows:

**1. DEFINITIONS**

- 1.1. "**Agreement**" means this agreement, including the recitals and schedules hereto, as amended and supplemented from time to time.
- 1.2. "**Building Code Act**" refers to the *Building Code Act, 1992, S.O. 1992, c. 23*, and Regulations thereto.
- 1.3. "**By-Law Officer**" means the individual appointed by Manitouwadge who shall be responsible for the day-to-day enforcement of the By-Laws, the Building Code Act, and the Residential Tenancies Act.
- 1.4. "**By-Laws**" means the By-Laws of the Corporation of the Township of Hornepayne which have been adopted by the Council of the Corporation of the Township of Hornepayne as may be amended and supplemented from time to time.
- 1.5. "**Enforcement Services**" means and includes, but is not limited to, the investigation of complaints or observations of non-compliance within the provisions of the By-Laws, the Building Code Act, and the Residential Tenancies Act, issuance of Orders, Notices or other documentation deemed necessary and appropriate under the provisions of same, laying of charges, etc.
- 1.6. "**Property Standards Committee**" shall mean a Committee established under the authority of a Township of Hornepayne Council resolution, such Committee being authorized to hear any appeal made under the provisions of the By-Laws, the Building Code Act, and the Residential Tenancies Act that shall have all the powers and functions of the Officer who made the order and may,
  - 1.6.1. confirm , modify or rescind any order;
  - 1.6.2. extend the time for complying with any order if, in the Committee's opinion, the general intent and purpose of the By-Law(s), the Building Code Act or the Residential Tenancies Act.

1.7. "**Residential Tenancies Act**" refers to the *Residential Tenancies Act, 2006*, S.O. 2006, c. 17, and Regulations thereto.

1.8. "**Term**" means a period of time which this Agreement remains in force and effect, as described in Section 2.

1.9. "**Services**" shall mean those services set out under Section 3 of this Agreement.

## 2. TERM

2.1. Subject to early termination under Section 2.2 this agreement shall take effect on July 1<sup>st</sup>, 2018 and shall continue to June 30<sup>th</sup>, 2021 and may be renewed in accordance with Section 2.3 below.

2.2. This agreement may be terminated on 90 days written notice by either Party, at their sole discretion.

2.3. If Manitowadge fulfills the terms and conditions of this Agreement so as to be in good standing with Hornepayne, Manitowadge shall have an option to renew the Agreement for an additional term of 3 years, and may exercise such option by providing Hornepayne written notice at least 90 days in advance of the expiry of the initial Term or any renewal term. The same terms and conditions as outlined in this Agreement shall apply to each renewal term.

2.4. Failure to provide such notice shall render the renewal option under this Agreement void.

## 3. SERVICES

3.1. During the Term, Manitowadge will:

3.1.1. appoint an Officer who will act as a By-Law Enforcement Officer for the requirements as described in this section;

3.1.2. provide all enforcement, administrative, customer service inquiries regarding complaints, process, etc. and appeal hearing services through its own resources, and/or independent contractors, to Hornepayne as required under the provisions of the By-Laws, the Building Code Act, and the Residential Tenancies Act;

3.1.3. maintain the responsibility of all personnel providing services covered under this Agreement;

3.1.4. respond, on a demand basis, within a reasonable timeframe mutually agreed to by both Parties, and not outside of regular working hours Monday through Friday 8:00 a.m. to 4:00 p.m. or on Statutory Holidays, to any and all complaints received regarding alleged violations of regulations as set out in the By-Laws, the Building Code Act, and the Residential Tenancies Act.

3.1.5. respond to emergencies including, but not limited to, immediate risk to public health and safety as a result of an alleged violation of regulations set out in the By-Laws, the Building Code Act, and the Residential Tenancies Act, in as reasonable a timeframe as possible;

3.1.6. In cases where the Officer deems necessary, the Officer shall be responsible for the issuance of Orders, Notices or other documentation, as may be deemed appropriate, including the laying of charges under the provisions of the *Provincial Offences Act, R.S.O. 1990, c. P33*, related to violations of regulations set out in the By-Laws, the Building Code Act, and the Residential Tenancies Act or a decision of the Property Standards Committee, and such officer shall be available to testify in court or an appeal hearing.



3.2. The quality and quantity of the services to be provided by Manitouwadge under this Agreement will be substantially the same as the quality and quantity of services provided by Manitouwadge to the users of such services within Manitouwadge. Manitouwadge is not obliged to provide services at a greater level or degree than the level or degree to which the same service is provided within Manitouwadge. Manitouwadge makes no representation or warranty that the level or degree of services provided under this Agreement will be maintained or continued to any particular standard, other than as stated expressly herein. Hornepayne acknowledges and agrees that there may be, from time to time,

interruptions or reductions in the level of services, and that Manitouwadge will not be held liable for any losses, costs, damages, claims or expenses arising from, or connected with, a temporary interruption or reduction in the level of a service provided under this Agreement.

#### **4. COMPLAINT AND CUSTOMER SERVICE PROCESS**

4.1. Complaints with regard to By-Laws, the Building Code Act and the Residential Tenancies Act shall be submitted to, and processed by, the Hornepayne Municipal Office and forwarded to Manitouwadge by Hornepayne Municipal Staff.

4.2. Co-ordination of the By-Law Enforcement Services to be provided within Hornepayne shall be the responsibility of Manitouwadge which includes all residents' inquiries complaints, as forwarded by Hornepayne Municipal Staff, and complaint resolution unless beyond the By-Laws, the Building Code Act, the Residential Tenancies Act or this Agreement. Manitouwadge agrees to expend all reasonable efforts in supporting this coordination function.

#### **5. PAYMENT FOR SERVICES**

5.1. Hornepayne shall pay Manitouwadge a service fee of \$45.82 per hour for services rendered in 2018; this covers the cost of staff salary & benefits. The service fee will increase to \$49.05 for the 2019 calendar year and be adjusted annually thereafter based on Manitouwadge pay grid adjustments beginning on the first day of January for each year of the Term.

5.2. Hornepayne shall pay Manitouwadge for travel expenses (mileage and meals) in accordance with the Township of Manitouwadge By-Law No. 2016-04 or its successor.

5.3. Accommodations, if required, shall be covered at cost.

5.4. Every attempt will be made by Manitouwadge to ensure trips are planned in a manner that will allow sharing of expenses with other partners.

5.5. Manitouwadge will provide all supporting documents to substantiate any overtime fees or extra services provided in accordance with this agreement.

5.6. Invoicing shall be done not more than once a month and payment will be due upon receipt.

#### **6. COVENANTS OF MANITOUWADGE**

6.1. Manitouwadge shall provide By-Law Enforcement Services to Hornepayne in accordance with the terms and conditions of this Agreement.

6.2. Manitouwadge shall invoice Hornepayne for the cost of By-Law Enforcement Services in accordance with the payment provisions of this Agreement.

## **7. COVENANTS OF HORNEPAYNE**

7.1. Hornepayne shall provide Manitouwadge with maps and other information required by Manitouwadge to fulfill Manitouwadge's requirements under this Agreement.

7.2. As soon as practically possible, Hornepayne shall provide to Manitouwadge, in a form and with content satisfactory to Manitouwadge, information regarding changes to By-Laws, properties, land, maps and/or any other documentation required by Manitouwadge in order to provide effective and accurate By-Law Enforcement Services to Hornepayne.

## **8. RIGHTS OF ACCESS**

8.1. Representatives of Manitouwadge may at any time enter upon the lands of Hornepayne for the purpose of providing any of the services required in accordance with this Agreement as outlined by Section 3 and ensuring compliance with the terms of the Agreement.

## **9. TERMINATION FOR BREACH OF AGREEMENT**

9.1. Should either party be in breach of its covenants or undertakings under this Agreement, other than a failure by Hornepayne to pay for services, which remains unrectified for a period of 90 days following written notification of such breach, the party not in breach may, at its option and without prejudice to any other rights or remedies it might have, immediately terminate this Agreement.

## **10. LIABILITY AND FORCE MAJEURE**

10.1. Manitouwadge does not warrant or guarantee the continuance or quality of any of the services provided under this Agreement and shall not be liable for any damages, expenses or losses occurring by reason of suspension or discontinuance of the By-Law Enforcements Services, for any reason which is beyond the reasonable control of Manitouwadge, including without limitation acts of God, forces of nature, soil erosion, landslides, lightning, washouts, floods, storms, serious accidental damage, strikes or lockouts, vandalism, and other similar circumstances.

## **11. COMMUNICATIONS AND CONTRACT PROTOCOL**

11.1. All the Parties to this agreement will appoint one or more representatives, with notice to the other Parties of such appointments as the principal contacts for official communications about this Agreement, and as the principal contacts for operational matters pursuant to this Agreement.

## **12. DISPUTE RESOLUTION**

12.1. In the interest of cooperative and harmonious co-existence, the Parties agree to use their best efforts to avoid conflict and to settle any disputes arising from, or in relation to, this agreement.

12.2. Conflicts will be dealt with by the CAO/Clerk of Hornepayne and the Manitouwadge Manager of By-Law Services.

12.3. Recourse to the courts shall be a means of last resort except where public health and safety is concerned.

### **13. ACKNOWLEDGEMENT OF RIGHTS**

13.1. Nothing contained in this Agreement will be deemed to limit or affect any other rights or claims Hornepayne may have at law or in equity. Nothing contained in this Agreement will be deemed to limit or affect the legal rights, duties of obligations of Manitouwadge. The Parties agree that nothing in this Agreement will affect the cooperation or consultation covenants the Parties have entered into pursuant to other Agreements.

### **14. HEADINGS**

14.1. Headings that precede sections are provided for the convenience of the reader only and shall not be used in constructing or interpreting the terms of this Agreement.

### **15. ENTIRE AGREEMENT**

15.1. This Agreement constitutes the entire Agreement between the Parties in relation to the provision of By-Law Enforcement Services and there are no undertakings, representations or promises, express or implied, other than those expressly set out in this Agreement.

15.2. This Agreement supersedes, merges and cancels any and all pre-existing agreements and understandings in relation to the provision of By-Law Enforcement Services in the course of negotiations between the Parties.

### **16. NOTICE**

16.1. The address for delivery of any notice or other written communication required, or permitted to be given, in accordance with this Agreement, including any notice advising the other party of any change of address, shall be as follows:

16.1.1. to Township of Manitouwadge

1 Mississauga Drive  
Manitouwadge, Ontario P0T 2C0  
Phone: (807) 826-3227 ext. 236  
Facsimile: (807) 826-4592

Attention: Margaret Hartling, CAO/Clerk-Treasurer  
[mhartling@manitouwadge.ca](mailto:mhartling@manitouwadge.ca)

16.1.2. to Township of Hornepayne

68 Front Street  
Hornepayne, Ontario P0M 1Z0  
Phone: (807) 868-2020 ext. 205  
Facsimile: (807) 868-2787

Attention: Gail Jaremy, CAO/Clerk  
[jaremy.hpayne@bellnet.ca](mailto:jaremy.hpayne@bellnet.ca)

16.2. The Parties may change their address for delivery of any notice or other written communication in accordance with Section 16.1.

### **17. SEVERANCE**

17.1. In the event that any provision of the Agreement should be found to be invalid, the provision shall be severed and the Agreement read without reference to that provision.

- 17.2. Where any provision of the Agreement has been severed in accordance with Section 17.1 above and that severance materially affects the implementation of this Agreement, the Parties agree to meet to resolve any issues as may arise as a result of that severance and to amend this Agreement accordingly.

**18. AMENDMENT**

- 18.1. The Agreement shall not be varied or amended except by written agreement of both Parties.
- 18.2. No waiver of the terms, conditions, warranties, covenants, and agreements set out herein shall be of any force and effect unless the same is reduced to writing and executed by all Parties hereto and no waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar) and no waiver will constitute a continuing waiver unless otherwise expressly provided.

**19. GOVERNING LAWS**

- 19.1. The provisions of this Agreement will be governed and interpreted in accordance with the laws of Ontario or Canada, as applicable.

**20. ASSIGNMENT**

- 20.1. The rights and obligations of the Parties may not be assigned or otherwise transferred. An amalgamation by a Party does not constitute an assignment.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement.

Signed this 4<sup>th</sup> day of July, 2018.

SIGNED AND, SEALED on behalf of

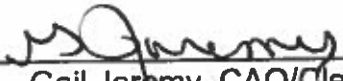
**THE CORPORATION OF THE TOWNSHIP  
OF MANITOUWADGE**

\_\_\_\_\_  
Per: Andy Major, Mayor

\_\_\_\_\_  
Per: Margaret Hartling, CAO/Clerk-Treasurer

**THE CORPORATION OF THE TOWNSHIP  
OF HORNEPAYNE**

  
\_\_\_\_\_  
Per: Morley Forster, Mayor

  
\_\_\_\_\_  
Per: Gail Jeremy, CAO/Clerk