



Corporation of the Municipality of Calvin

Date: March 28, 2023

By-Law Number: _____

Moved By: Choose a name.

Seconded By: Choose a name.

WHEREAS by virtue of Resolution Number 2023-053 adopted on March 14, 2023, whereby the Corporation of the Municipality of Calvin declared the Covid-19 State of Emergency ended,

NOW THEREFORE BE IT RESOLVED THAT a by-law to repeal by-law 2022-018 Policy for the Covid-19 Municipal Operations, and Services Re-Opening Plan attached hereto, be READ, PASSED AND NUMBERED 2023-_____

AND THAT said by-law be signed by the Mayor and Clerk and sealed with the Seal of the Corporation

Result Options.

Recorded Vote:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Mayor Gould	☐	☐
Councillor Grant	☐	☐
Councillor Latimer	☐	☐
Councillor Moreton	☐	☐

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

BY-LAW NO. 2020-018

BEING A BY-LAW TO ADOPT A POLICY FOR THE COVID 19 MUNICIPAL OPERATIONS AND SERVICES RE-OPENING PLAN.

WHEREAS the Council of the Municipality of Calvin deems it advisable to adopt a policy for the Covid 19 Municipal Operations and Services Re-Opening Plan under Responsible and Flexible Government regarding a phased approach to re-opening the operations and services the municipality provides during the Covid 19 pandemic.

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

1. That the Covid 19 Municipal Operation and Services Re-Opening Plan regarding the use of a phased approach to re-opening the municipality during the Covid 19 pandemic on behalf of the Municipality of Calvin, be hereto attached as Schedule "A".

And

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

Read a first time this 11th day of August 2020.

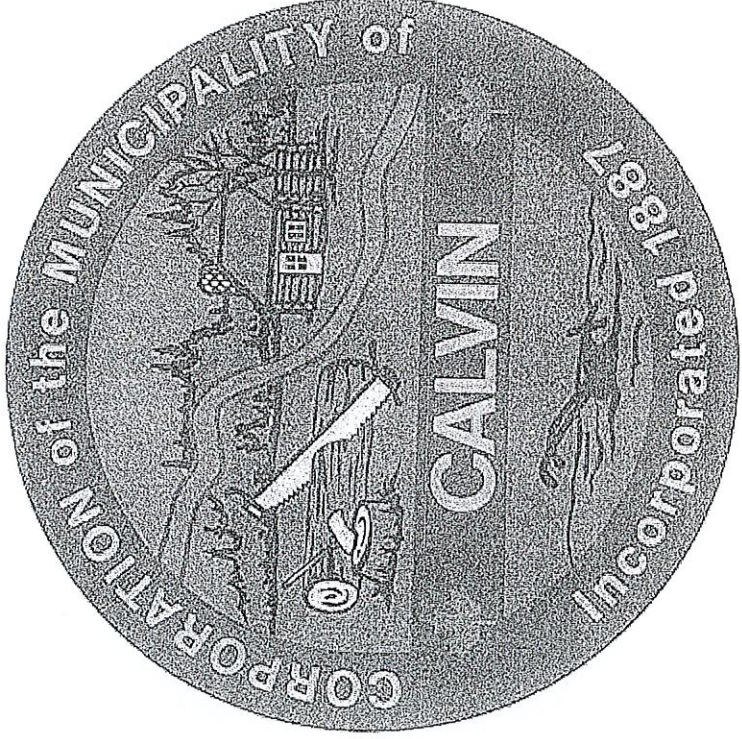
Read a second time this 11th day of August 2020.

Read a third time and finally passed in open council this 25 day of August 2020.



MAYOR


CLERK-TREASURER



COVID-19 Pandemic Municipal Operations and Services Re-Opening Plan Policy

Purpose

The Municipal Operations and Services Re-Opening Plan outlines the flexible and adaptable strategies of how the Municipality of Calvin will reopen its operations and services safely and affordably for the community. Of paramount importance will be to protect the health, safety, and well-being of the Municipality's employees and the public.

Background/Introduction

On January 30, 2020, the World Health Organization declared the 2019 Novel Coronavirus (COVID-19) a public health emergency of international concern and on March 11, 2020 declared the coronavirus outbreak a global pandemic.

The Government of Ontario enacts a Declaration of Emergency to Protect the Public on Wednesday, March 17. Following the lead of the Province, the Municipality of Calvin made the decision to declare a State of Emergency, effective April 6, 2020.

On April 27, 2020 the Province of Ontario released its framework for reopening the Province, identifying the three key phases of recovery. On May 14, 2020, the Province announced that it had entered "Phase 2: Restart", Stage 1. As a part of Stage 1, the Premier has begun lifting public health restrictions, meaning that some Municipalities operations and services could begin to open when the Municipality was ready. On July 17, 2020, the Province announced that had entered "Stage 3" of the Re-Opening Framework.

Overview

This recovery framework lays out the Municipality's approach to reopening its operations and services as the Province of Ontario moves through its phases of recovery and further eases public health restrictions.

The goals of this framework are:

- To communicate the strategies the Municipality will use to ensure it can safely deliver its operations and services as the Province works through the phases of its reopening strategy.
- To communicate the framework the Municipality will use to determine the costs and capacity requirements of delivering operations and services during the "new normal".

Overall, this framework will produce the information and data that will be required for Council and staff to make service level decisions on whether or not the Municipality opens its various operations and services as Provincial public health restrictions are lifted.

Key Principles of the Framework

The following key principles will guide the Municipality's approach to reopening operations and services:

Principle #1 *The Municipality will open up its operations and services on its own timeline, when it is confident that the health, safety, and well-being of staff and the public can be maintained.*

Principle #2 *The Municipality will open up its operations and services in a scale appropriate and fiscally responsible fashion.*

Organizational Recovery – how not when

- How do we bring back employees back into physical workplaces safely?
- How the public will use our facilities and interact with employees once open such as:
 - Cleaning standards and procedures
 - Hours of operation
 - Physical work locations and distancing requirements
 - Customer service counter
 - Community Center and usage
 - Outdoor Recreation Facilities
 - Landfill - Recycling, Waste Collection, etc.
 - IT requirements
- How much will it cost to deliver the services in the future state?
 - How much will it cost to deliver the service in the future state?
 - What are the staffing requirements to meet the standards?
 - What is the cost of: PPE, cleaning products, physical barriers, etc?
 - What is the cost impact if physical distancing requires reduced participation numbers?
 - Can the Municipality afford this cost to deliver the service, or are service adjustments required?

➔ Council decision required because this is a service level question.

The Municipality's approach is to develop a set of minimum health, safety, and infection control standards for its operations and services for when they are opened. The minimum standard will be based on recommendations, guidance and documents from the following sources:

- North Bay Parry Sound District Health Unit;
- The Ministry of Health and Long Term Care;
- Ontario Health;
- Medical Officers of Health;
- Any other agency recommended by any of the above;
- Existing policies from other municipalities

The Path to Recovery

The Municipality of Calvin will reopen its operations and services safely and affordably. The number one goal will be to protect the health, safety, and well-being of the Municipality's employees and the public.

The path to recovery depends on the Municipality and its residents continued efforts in stopping the spread of COVID-19. The Municipality's operations and services recovery approach will continue to be nimble, and will be adjusted to adapt to changing circumstances as needed.

As the Municipality begins its path of recovery, it is more important than ever for the Municipality and its residents to follow public health advice. Everyone will need to take simple yet important steps to reduce exposure and protect each other, such as: staying home when ill, practicing physical distancing, frequent hand washing, mask wearing and covering a cough or a sneeze. These steps will be critical to ensure operations and services can remain open.

Three Phase Strategy to Reopening

Phase I

- Municipal areas open include: general park areas for walk-through purposes.
- Municipal areas closed include: play equipment, public washroom facilities, sports fields, pavilion, and community centre.
- At this stage, all municipal buildings will be closed to the public including the Public Works Garage and Fire Hall.
- The municipal office will be closed to the public with limited staff physically working from the office. The remainder of staff will work from home.
- All meetings will be virtual.
- All appropriate cleaning procedures and precautions such as physical distancing, mask wearing, etc... will be in effect.

Phase II

- Municipal areas open included Phase I plus limited access to sports fields, community centre and pavilion.
- Municipal areas closed include play equipment and public washroom facilities.
- The municipal office will be closed to the public with full staff returning, meetings with members of the public by appointment only.
- All meetings will be virtual.

- All appropriate cleaning procedures and precautions such as physical distancing, mask wearing, etc.... will be in effect.

Phase III

- All Municipal facilities and services will reopen to the public with appropriate cleaning procedures and precautions remaining in effect.
- Municipal areas closed: to be determined based on need and timing.
- Municipal office will open to the public initially by appointment only then move to appropriate screening processes in place prior to entering the building.
- Meetings may resume in-person with physical distancing practices in place or remain virtual if the Procedural By-Law is appropriately changed.
- All appropriate cleaning procedures and precautions such as physical distancing, mask wearing, etc... will be in effect.

Considerations to the Phased Reopening Plan

- This plan is not definitive nor is it prescriptive that it will be strictly adhered to. There may be some services identified that are best suited in a different phase than referenced in this plan.
- Staff, along with the Emergency Control Group, will monitor the situation and make adjustments appropriately.
- Both Council and the public will be kept apprised as recovery efforts are underway once the Phased Reopening Plan during COVID-19 is enacted. Our website will be updated to keep the public informed on the progress at www.calvintownship.ca

Other Actions Towards Reopening and Recovery

- Monitoring and adapting to changing of higher-level government for new relief programs and measures to help local businesses
- Continue working with neighboring municipalities sharing efforts and ideas
- Continue using and upgrading technology to move municipal business forward and provide customer service to residents

Continue with Enhanced Health and Safety Guidelines

The following guidelines apply to all staff and all municipal work locations throughout all 3 phases, unless higher level precautions are stated elsewhere within this policy or an associated policy to the work being done.

Cleaning/Sanitizing

- Ensure cleaning, disinfecting and sanitizing products are available at all work locations.
- Ensure soap is provided at all sinks.
- Ensure high touch areas like doors and door handles, photocopier, countertops, keypads, bathroom and sink fixtures, cabinets, kitchen appliances are sanitized on a regular basis (in accordance with guidelines provided by the Provincial regulations or higher) at the main office, fire hall and public works garage, and a record is kept of such.
- Encourage employees to practice good hand hygiene, coughing or sneezing into their sleeves and to avoid touching their face. Wearing masks when meeting others where the required 6 feet (2 meter) physical distancing requirement is not possible.
- As much as possible, assign municipal vehicles to specific staff and sanitize vehicles between change overs.
- Cleaning, disinfecting and sanitizing of outdoor recreational facilities including the playground and outdoor washroom facilities will be cleaned once a week and signs will be appropriately posted cautioning the public to use the facilities at their own risk. See Appendix 2 for an example of the sign to be posted.
- All common surfaces will be sanitized after every meeting or event in the community hall. All guidelines set out by the Province and the North Bay Parry Sound Health Unit for the use of the kitchen at any and all events.

Physical Distancing

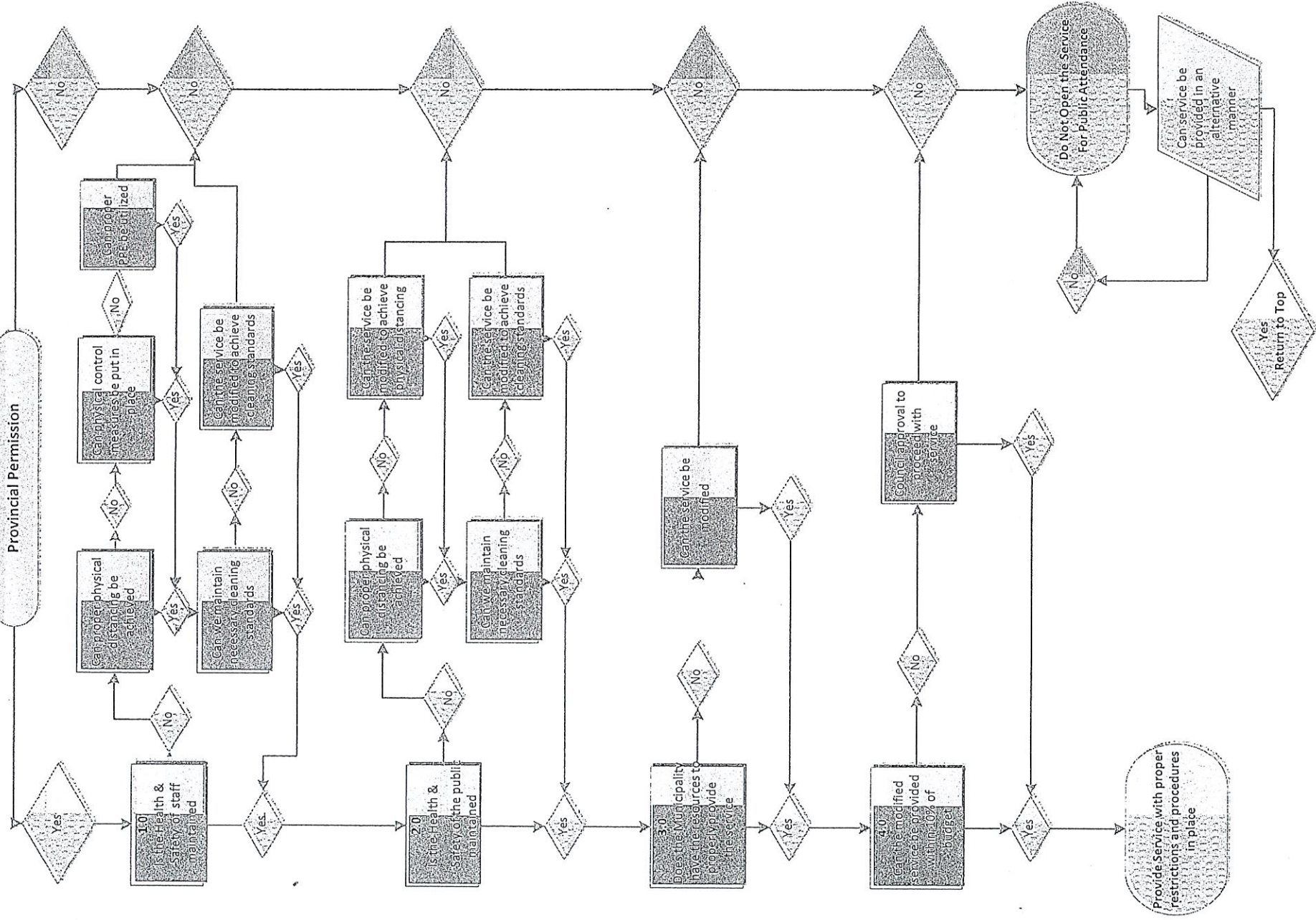
- There will be a maximum of one (1) member of the public permitted in the front reception area at any given time. Signs will be posted on the entrance door advising this. The door will be locked and members of the public will be let in one at a time.
- Masks will be worn by all public as per the order from the North Bay Parry Sound Health Unit, with accommodation being made for those who cannot). If a member of the public does not have a mask available then one will be made available to them. Hand Sanitizer will also be made available at the front reception area.
- If a meeting with a member of the public is required, it will take place in the community center and not in the municipal office. Appropriate precautions of mask wearing and/or physical distancing are required.
- Staff and Council are encouraged to avoid in person meetings and to instead provide services online by telephone, virtual meeting software or other remote means.

- Staff, Council, and visitors are encouraged to maintain a physical distance of 2 meters from others.
- Staff's workstations are to be separated from each other to ensure a 2 meter or greater distance.
- Managers and supervisors are encouraged to stagger lunch and breaks among staff.
- There will be a limit on the number of people in the council chambers at any one time to ensure the appropriate physical distancing is achieved.
- Services will be offered online wherever possible to avoid face to face interactions.
- Ensure no more than 2 employees travel in a vehicle together and only with both occupants wearing a face mask and the passenger sitting in the back seat furthest from the driver.

Safety

- All reception counters have barriers in place to separate employees from the public. The counter will be sanitized after each transaction.
- A face mask and gloves are required for any staff entering a resident's home along with physical distancing. For example: for building inspections, etc....
- All employees and Councillors are required to self-monitor and not enter any municipal facility should they experience any COVID 19 like symptoms such as but not limited to fever, cold/flu like symptoms, dry cough, tiredness and if they are already at a municipal facility, then should advise their supervisor or manager and go home and to seek testing.
- Any necessary in person meetings shall take place at in the community center. All attendees must be advised of physical distancing requirements. Immediately following such meeting, all touched surfaces must be sanitized.
- All visitors to any municipal facility must be asked if they exhibit symptoms of COVID 19 such as but not limited to fever, cold/flu like symptoms, dry cough, tiredness and will not be allowed to enter if they do.
- All visitors must be advised of mask wearing and physical distancing requirements before entering a municipal facility.
- Employees, Council, and the public will be kept informed with regular updates and information about the COVID 19 Emergency.
- Information will be posted about physical distancing, good hand hygiene and COVID 19 screening.
- If any member of the public is refusing to adhere to the outlined protocols, then staff will ask that member of the public to leave the building and the appropriate supervisor will be notified of the interaction.

Municipality of Calvin – COVID-19 Re-Opening Decision Matrix



Appendix 2

Example of Municipal “Use At Own Risk”
Signage for Outdoor Recreational Facilities

Municipality of Calvin

COVID-19

SAFETY WARNING

This Facility is NOT Sanitized Regularly.

Public health officials remind you to:



Stay home if you're sick



Practice social distancing



Avoid touching surfaces



Wash your hands with soap and water frequently

USE AT YOUR OWN RISK.



www.calvintownship.ca

THE CORPORATION OF THE TOWNSHIP OF CALVIN

BY-LAW NO. 2023-_____

BEING A BY-LAW TO ADOPT
THE DOG POUND AGREEMENT BETWEEN
THE CORPORATION OF THE TOWNSHIP OF BONFIELD
AND
THE CORPORATION OF THE MUNICIPALITY OF CALVIN

7.2 RENEWAL OF DOG POUND AGREEMENT - TOWNSHIP OF BONFIELD

THE CORPORATION OF THE TOWNSHIP OF CALVIN

BY-LAW NO. 2023-_____

BEING A BY-LAW TO ADOPT
THE DOG POUND AGREEMENT BETWEEN
THE CORPORATION OF THE TOWNSHIP OF BONFIELD
AND
THE CORPORATION OF THE MUNICIPALITY OF CALVIN

WHEREAS the Corporation of the Municipality of Calvin has requested the use of the Dog Pound from the Corporation of the Township of Bonfield; and

WHEREAS the Corporation of the Township of Bonfield agrees to provide such service on an Interim Basis;

THEREFORE, the Council of the Corporation of the Township of Calvin will enter into an agreement with the Corporation of the Municipality of Bonfield as shown in attached Schedule “A” to this By-Law;

AND FURTHERMORE Schedule “A” shall form part of this By-Law;

NOW THEREFORE the Council of the Corporation of the Township of Calvin **ENACTS AS FOLLOWS:**

THAT the Mayor and Clerk be hereby authorized to execute this Agreement on behalf of the Corporation of the Township of Calvin,

THAT said by-law and the be, READ, PASSED and numbered
2023-_____

AND THAT said by-law be signed by the Mayor and Clerk and sealed with the Seal of the Corporation

MAYOR

CLERK

THE CORPORATION OF THE TOWNSHIP OF BONFIELD

BY-LAW NO. 2019-12
SCHEDULE "A"

CONTRACTUAL AGREEMENT

THIS AGREEMENT MADE BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF BONFIELD
(hereinafter referred to as the "Corporation")
OF THE FIRST PART
- and -

THE CORPORATION OF THE MUNICIPALITY OF CALVIN
(hereinafter referred to as "Calvin")
OF THE SECOND PART

WHEREAS the Corporation is the owner of a property and building that has previously been used as a municipal "dog pound";

AND WHEREAS the Corporation no longer operates the dog pound;

AND WHEREAS the Municipality of Calvin desires to use Bonfield's property and building as a dog pound on an interim basis;

AND WHEREAS the Corporation has agreed to allow Calvin to use its former dog pound building as short term, temporary dog pound;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT IN CONSIDERATION OF THE PREMISES AND THE COVENANTS HEREINAFTER SET FORTH, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO COVENANT AND AGREE WITH EACH OTHER AS FOLLOWS:

1) LICENCE

The Corporation hereby authorizes Calvin to use and occupy the property and building thereon located at 356 Line 3 S and legally described as CON 8 PT LOT 16 RP36R7379 PART 1 PCL 27049 NIP "The Township of Bonfield Public Works Garage" for the purposes of operating a dog pound subject to the terms and conditions outlined herein.

2) TERM

This Agreement shall be effective from April 1st, 2019 through and inclusive of December 31st, 2019.

3) TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon the giving of 30 days written notice to the other party at its Main Municipal Office.

Notwithstanding the foregoing, if the Municipality of Calvin fails to fulfil its obligations/responsibilities as set out in section 6, the Corporation may give written notice of the default. Where the Municipality of Calvin has not remedied the default to

the satisfaction of Corporation within 5 days of the date of the written notice, the Corporation may terminate this agreement by delivering 7 day's written notice.

4) GOVERNING PRINCIPLE

The Municipality of Calvin acknowledges and agrees that the Corporation shall incur no cost or expense arising from this agreement or the use of the property and building thereon by Calvin unless such cost or expense is expressly allocated to Bonfield in this Agreement.

5) OBLIGATIONS/RESPONSIBILITIES OF BONFIELD

- a) Bonfield shall provide unlimited access to and use of the property and building thereon as it currently exists, by the Municipality of Calvin for the purpose of a dog pound.
- b) Bonfield shall be responsible for:
 - i) general maintenance of the property excluding snow removal;
 - ii) general maintenance of the exterior of the building thereon;
 - iii) general maintenance of essential building services including the provision of heat, electricity, water and sanitary sewage disposal.
- c) Bonfield shall not be obliged to undertake any general maintenance activity outlined in subsection b) ii) or iii) exceeding One Thousand Dollars (\$1,000.00) in value but may exercise the sole and absolute discretion to do so. In addition, Bonfield shall not be obliged to undertake any significant repairs or capital improvements to the property or building thereon but may exercise the sole and absolute discretion to do so. In determining whether to exercise its discretion, Bonfield may consider contribution or payment from Calvin part or all the cost of such general maintenance activity, significant repair or capital improvement. Calvin expressly acknowledges and agrees that Bonfield's exercise of discretion may render the property and building unusable as a dog pound by Calvin and could result in the termination of this agreement. Calvin shall not be entitled to any damages or costs arising therefrom.

6) OBLIGATIONS/RESPONSIBILITIES OF CALVIN

- a) Calvin shall be responsible for:
 - i) maintaining the interior of the building in a neat, tidy and safe condition, including all regular janitorial maintenance;
 - ii) payment of all electricity and heating costs as invoiced by Bonfield and in accordance with the terms indicated on such invoice (as to date for payment, interest, etc.).
- b) Calvin shall not make any physical changes to the building without the express written consent of Bonfield, which consent may include specific terms and conditions as to the nature and extent of physical changes and the allocation of the costs of such changes to Calvin and/or Bonfield in its sole and absolute discretion.
- c) Calvin shall be responsible for all services, materials, goods etc. necessary to operate a dog pound including without limitation, provision of food, water, and supervision.

7) INDEMNIFICATION FROM LIABILITY AND RELEASE

Calvin covenants and agrees with Bonfield that Calvin will indemnify and save harmless Bonfield, its officers, servants, officials and agents from any claim or demand, loss, cost, charge or expense which Calvin may incur or be liable for in consequence of:

- a) the permission hereinbefore granted; and/or
- b) the use and operation of the building as a dog pound; and/or
- c) undertaking any impoundment of animals in/at the building; and/or

d) any matter related thereto.

8) INSURANCE

Calvin acknowledges that it will be the “occupier” of the property and building thereon. Calvin shall, provide written confirmation from its insurer that Calvin’s policy of insurance applies to Calvin’s occupation and use of the property and building thereon as a tenant.

9) LICENCE NON-TRANSFERABLE

The licence hereby granted may not be transferred by Calvin without the prior consent in writing of Bonfield which consent may be unreasonably withheld.

10) NOTICE

For the purpose of This Agreement, notice may be given to either party at their respective main municipal offices by personal delivery or fax.

IN WITNESS WHEREOF the parties hereto have executed and set their hands and seals on This Agreement:

By Calvin on the day of , 2019.

THE CORPORATION OF THE TOWNSHIP OF CALVIN

Per: _____
Ian Pennell, Mayor

Per: _____
Cindy Pigeau, Clerk-Treasurer

By Bonfield the 9th day of APRIL 2019.

THE CORPORATION OF THE TOWNSHIP OF BONFIELD

Per: _____
Randall McLaren, Mayor

Per: _____
Peter Johnston, CAO/Clerk



Corporation of the Municipality of Calvin

Date: March 28, 2023

By-Law Number: _____

Moved By:

Seconded By:

WHEREAS the Corporation of the Municipality of Calvin established By-Law No 565 to enter into an agreement with the Residents in the designated area of the unincorporated townships of Lauder and Boulter for the provision of fire protection services,

AND WHEREAS the Council of the Corporation of the Municipality of Calvin and the Residents of the unincorporated townships of Lauder and Boulter’s annual agreement for fire protection services expired on Dec 31, 2022

NOW THEREFORE BE IT RESOLVED THAT The Council of the Municipality of Calvin ratifies the attached agreement for the period of Jan 01, 2023 until Dec 31, 2023 inclusive, as follows:

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

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

Result Options.

Recorded Vote:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Mayor Gould	☐	☐
Councillor Grant	☐	☐
Councillor Latimer	☐	☐
Councillor Moreton	☐	☐



THE MUNICIPALITY OF CALVIN

1355 Peddler's Drive
R.R. # 2
Mattawa, ON
POH 1V0

Telephone 705.744.2700 Fax 705.744.0309 E-Mail: clerk@calvintownship.ca

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

BY - LAW NO. _____

BEING a By-law to enter into an agreement with the residents in the designated area of the unincorporated townships of Lauder and Boulder

WHEREAS THE MUNICIPALITY OF CALVIN FIRE DEPARTMENT was established by By-Law No. 565;

AND WHEREAS By-Laws have been duly enacted pursuant to the provisions of Section 3(1) of the Fire Protection and Prevention Act, 1997 to authorize an agreement between the said parties relative to the use of certain firefighting equipment of "Calvin" within the described area of Lauder and Boulder Townships.

AND WHEREAS the Council for the Corporation of the Municipality of Calvin deems it desirable to establish and maintain an Agreement to accept industrial waste from Columbia Forest Products which has been tested and proven not to exceed acceptable standards;

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

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained, it is mutually agreed between the parties, hereto, as follows:

1. In this agreement,
 - a) "Fire Department" means the Municipality of Calvin Fire Department.
 - b) "Fire Chief" means the Chief of the Municipality of Calvin Fire Department.
 - c) "Fire Area" means all the areas of Lauder and Boulder Townships, as described in Appendix 1, attached to and forming part of this agreement.
 - d) "Fire Protection Services" means and includes only the following:
 - (1) Fire suppression
 - (2) Auto extrication
 - (3) Water and Ice rescue
 - (4) Public education and Fire prevention
 - (5) Complaints, requests and inquiries
2. "Calvin" will supply, except as hereinafter limited or excluded, "Fire Protection Services" to the "Fire Area" in Lauder and Boulder Townships.
3. The apparatus and personnel of the "Fire Department" that will respond to fire occurrences in the fire area will include the following: One (1) pumper, equipped according to ULC specification S515, one (1) tanker, with a minimum of five (5) firefighters including an Officer.



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

Telephone 705.744.2700 Fax 705.744.0309 E-Mail: clerk@calvintownship.ca

4. The "Fire Protection Services" provided under this agreement shall be authorized for the complete termination of the emergency, including reporting, and the "Fire Chief" shall be in charge of all operations including arranging for additional assistance that may be required.
5. Fire or emergencies that may occur along roads within the "Fire Area", whether they may be on Crown, Municipal, MTO or private property are the responsibility of the "Fire Department".
6. The "Fire Chief" may refuse to supply "Fire Protection Services" in the "Fire Area" if the personnel, apparatus and equipment are required in "Calvin" or elsewhere under the provisions of the East Parry Sound/Nipissing Mutual Aid Plan. The "Fire Chief" may order the return of such personnel, apparatus and equipment that is responding to or is at the scene of an occurrence in the "Fire Area". Similarly the "Fire Chief" may refuse to supply "Fire Protection Services" in the "Fire Area" if the "Fire Department" is unable to access a "Fire Area" due to snow, ice, tree blow down or other barriers manmade or otherwise. No liability shall attach or accrue to "Calvin" for failing to supply to the townships of Lauder or Boulter on any occasion or occasions the said "Fire Protection Services" provided for in this agreement.
7. The "Fire Chief" will be responsible for establishing and notifying in the manner and to the extent deemed necessary, residents and occupants of the "Fire Area" of the procedures for reporting an emergency and of the services provided by the "Fire Department".
8. No liability shall attach or accrue to "Calvin" by reason of any injuries or damage sustained by the personnel, apparatus or equipment of the "Fire Department" while engaged in the provision of the "Fire Protection Services" in the "Fire Area".
9. The "Fire Chief" will submit all claims and "Calvin" will receive funds recoverable for occurrences at which the "Fire Department" attends on provincial highways in the "Fire Area".
10. In the case of an incident pursuant to the Forest Fire Prevention Act and regulations, the "Fire Chief" will be considered a fire warden and will immediately notify the Chief Fire Warden for the "Fire Area" and any other fire wardens that may be necessary. The "Fire Chief" will submit all necessary reports and claims to the Ministry of Natural Resources.
11. The fire apparatus and personnel of the "Fire Department" that will be available to respond to occurrences in the "Fire Area" are described in Appendix 2, attached to and forming part of this agreement.
12. In consideration of the "Fire Protection Services" undertaken by "Calvin" to be provided in the "Fire Area" of Lauder and Boulter Townships, the Residents in the "Fire Area" of Lauder and Boulter Townships shall pay to "Calvin" the Fees as set out in Appendix 3, attached to and forming part of this agreement.
13. This agreement shall be in force and effect from the date of its signing until termination by either party as set out in section #14.



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

Telephone 705.744.2700 Fax 705.744.0309 E-Mail: clerk@calvintownship.ca

14. Notwithstanding section #13, this agreement may be terminated at any time by either party giving written notice to the other party three (3) months prior to the desired termination date. In the case of "Calvin" written notice shall be given to every resident of Lauder and Boulter Townships in the "Fire Area", and in the case of Lauder and Boulter Townships, this written notice must include all signatures of those residents in the "Fire Area".

15. In witness whereof the parties have hereunto affixed the duly authorized officers together with their Corporate Seals and/or witnesses.

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

1. That THE RESIDENTS IN THE DESIGNATED FIRE AREA OF THE UNINCORPORATED TOWNSHIPS OF LAUDER AND BOULTER and the Municipality of Calvin shall enter into an Agreement outlining all of the terms and conditions which will provide "Fire Protection Services" for the "Fire Area".
2. That this Agreement outlining the terms and conditions shall become part and parcel of this by-law as Appendix 1, 2, and 3 attached;
3. This By-law comes into force and effect upon the passing thereof.

MAYOR

CLERK



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P0H 1V0

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APPENDIX 1

Coverage of the following cottages and residential units:

- #160, #192 and #196 McLaughlin Rd.
- #150 Floods Rd.
- #2467 up to and including #4437 Hwy 630
- #375 Stewarts Rd.

Also covered is a one hundred (100) metre corridor along Hwy 630 on either side from the southern boundary of “Calvin” to the southern boundary of Lauder Township. This is to ensure coverage for vehicle accidents, brush fires, water and ice rescue.

	ADDRESS	DATE	APPROVAL y/n	METHOD
1	160 McLAUGHLIN RD.			
2	192 McLAUGHLIN RD.			
3	196 McLAUGHLIN RD.			
4	150 FLOODS RD.			
5	375 STEWARTS RD.			
6	2467 HWY. 630			
7	2568 HWY. 630			
8	2610 HWY. 630			
9	2695 HWY. 630			
10	2923 HWY 630			
11	3227 HWY. 630			
12	3405 HWY. 630			
13	3554 HWY. 630			
14	3677 HWY. 630			
15	3839 HWY. 630			
16	3841 HWY. 630			
17	3843 HWY. 630			
18	3883 HWY. 630			
19	3885 HWY. 630			
20	3899 HWY. 630			
21	4137 HWY. 630			
22	4233 HWY. 630			
23	4437 HWY. 630			



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APPENDIX 2

FIRE APPARATUS AND PERSONNEL

Minimum of one (1) pumper, one (1) tanker truck and five (5) fire fighters for initial response to all fire incidents in the "Fire Area"

APPENDIX 3

FEE SCHEDULE

Each household within the "Fire Area" shall submit a fee of ninety-five dollars (\$95.00) per year (2022 price) to the Corporation of the Municipality of Calvin. Invoices shall be mailed by "Calvin" to every household in the "Fire Area" at the beginning of January each year and payment shall be received at the office of the Corporation of the Municipality of Calvin in full by February 1 of each year. This fee shall be subject to change as necessary upon negotiation by the "Fire Chief" and the Council of "Calvin" from time to time.

Payment of annual invoices shall be the responsibility of each household in the "Fire Area". The "Fire Department" shall respond to calls in the "Fire Area" whether or not payment has been received by "Calvin". Where the "Fire Department" has responded to an emergency and the household has not paid for "Fire Protection Services", then the household will be invoiced for the amount of the "Fire Protection Services" based on the current MTO rates for fire protection response.

Current MTO fire response rates for fire vehicles will apply. Every event will include a narrative of actions taken and a description of resources used by the "Fire Department"

7.4 RENEWAL OF FIRE SERVICES TO THE CANADIAN ECOLOGY CENTRE



Corporation of the Municipality of Calvin

Date: March 28, 2023

By-Law Number: _____

Moved By:

Seconded By:

WHEREAS the Municipal Act S.O. 2001, c. 25 authorizes municipalities to enter into an agreement,

AND WHEREAS the Council of the Corporation of the Municipality of Calvin deems it advisable to enter into an agreement with the Canadian Ecology Centre for the use of certain firefighting services and equipment of Calvin within the described fire area of the Canadian Ecology Centre,

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

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

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

Result Options.

Recorded Vote:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Mayor Gould	☐	☐
Councillor Grant	☐	☐
Councillor Latimer	☐	☐
Councillor Moreton	☐	☐

Schedule “A” to By-law _____

This AGREEMENT made the ____ day of ____ 2023

FIRE AGREEMENT

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF CALVIN
(Herein called “Calvin”)

-And-

THE CANADIAN ECOLOGY CENTRE
(Herein called “CEC”)

WHEREAS THE CALVIN TOWNSHIP FIRE DEPARTMENT was established by By-Law Number 565.

AND WHEREAS By-Laws have been duly enacted pursuant to the provisions of Section 2. (5) of the Fire Protection and Prevention Act. 1997 to authorize an agreement between the said parties relative to the use of certain firefighting equipment of Calvin within the described fire area of the CEC. NOW in consideration of the mutual covenants and agreements herein contained, it is mutually agreed between the parties, hereto, as follows:

1. TERM

- 1.1 This Agreement shall be for a one (1) year period commencing on the 1st day of April, 2023 and ending on the 31st day of March, 2024
- 1.2 This Agreement shall not create any obligation on behalf of “Calvin” to renew or extend the term of this Agreement

2. DEFINITIONS

In this agreement:

- (a) “Fire Department” means the Municipality of Calvin Fire Department.
- (b) “Fire Chief” means the Chief of the Municipality of Calvin Fire Department.
- (c) “Fire Area” means all the areas within Canadian Ecology Centre. Boundaries, as described in Appendix 1, attached and forming part of this agreement.
- (d) “Fire Protection Services” means and includes only the following:
 - (1) Fire suppression
 - (2) Auto extrication
 - (3) Water and ice rescue
 - (4) Annual inspections of facilities
 - (5) Fire Protection and Prevention Act. Bill 84 and Ontario Fire Code enforcement.
 - (6) Complaints and inquiries (upon request)
 - (7) Assistance in search and rescue (upon request)

3. SERVICES

- 3.1 Calvin will supply except as hereinafter omitted or excluded, “fire protection services” to the “fire area” at the CEC.

- 3.2 The minimum apparatus and personnel of the fire department that will respond to occurrences in the “fire area” will include the following: one (1) pumper, equipped according to ULC specification S515, one (1) tanker unit, a minimum of five (5) firefighters including an officer.
- 3.3 The “Fire Protection Services” provided under this agreement shall be authorized for the complete termination of the emergency, including reporting and the “Fire Chief” shall be in charge of all operations including arranging for additional assistance that may be required. Any additional costs will be at the expense of the CEC.
- 3.4 Fires or emergencies that may occur along roads within the “Fire Area”, whether they may be on Crown, Municipal, MTO or private property are the responsibility of the “Fire Department”.
- 3.5 The “Fire Chief” may refuse to supply “Fire Protection” in the “Fire Area” if personnel, apparatus and equipment are required in Calvin or elsewhere under the provisions of the East Parry Sound/Nipissing Mutual Aid Plan. Similarly the “Fire Chief” may order the return of such personnel, apparatus and equipment that is responding to or is at the scene of an occurrence in the “Fire Area”. No liability shall attach or accrue to Calvin, the “Fire Chief” or the “Fire Department” for failing to supply the CEC on any occasion or occasions with the said “Fire Protection Services” provided in this agreement.
- 3.6 The “Fire Chief” will submit all claims and Calvin will receive funds recoverable for occurrences at which the “Fire Department” attends in regard to motor vehicles or fires involving MNR firefighting personnel when the “Fire Department” is called, in the “Fire Area”.
- 3.7 In the case of an incident in the “Fire Area” pursuant to the Forest Fire Prevention Act and Regulations, the “Fire Chief” will immediately notify the Ministry of Natural Resources. Any claims submitted by the Ministry of Natural Resources arising from such incident will be the sole responsibility of the CEC.

4. LIABILITY

- 4.1 No liability will attach or accrue to Calvin, the “Fire Chief” or the “Fire Department” by reason of any injury or damage sustained by the personnel, apparatus or equipment of the CEC while the “Fire Department” is engaged in the provision of “Fire Protection Services” in the “Fire Area”.

5. PAYMENT FOR SERVICES

- 5.1 In consideration of the fire protection services undertaken by Calvin to be provided in the “Fire Area” of the CEC, the owners/operators of CEC shall pay to Calvin the sum of \$2083.00 per annum as invoiced by Calvin.

6. PROVISIONS

- 6.1 The CEC will provide the “Fire Department” with:
- a) Current maps of the access roads, numbered cabins, parking areas
 - b) and any other pertinent information such as water supply routes, hydro mains, water mains, gas lines etc.
 - c) Current drawings of main facility and any safety related equipment, including any structural additions, changes or removal.
 - d) Access at any reasonable time for inspections to the facilities under the *Fire Protection and Prevention Act*.

6.2 That the CEC warrants that all construction meets or exceeds Ontario Building Code and Ontario Fire Code requirements and Calvin assumes no liability for reviewing documents or the inspection process.

7. TERMINATION and RENEWAL

7.1 This agreement may be terminated at any time prior to March 31, 2024, by either party giving written notice to the other party ninety (90) days prior to the termination date.

7.2 This agreement may be renewed or extended by the mutual consent of the parties after the party desiring the renewal, extension or amendment(s) gives the other party sixty (60) days written notice prior to the original termination date and the party receiving notice must consent within thirty (30) days thereafter. Any notice given shall be done by registered mail to the following addresses:

Canadian Ecology Centre
P.O. Box 430,
Mattawa, ON.
P0H 1V0

Municipality of Calvin
1355 Peddlers Drive,
RR#2 Mattawa, ON.
P0H 1V0

Notice shall be deemed to be given and received on the third day after mailing.

IN WTNES WHEREOF the parties have hereunto affixed the signatures of their duly authorized officers together with their corporate seals and or witnesses.

For the

Corporation of the Municipality of Calvin

For the

Canadian Ecology Centre

Mayor Richard Gould

General Manager CEC

Municipal Clerk Donna Maitland

Authorized Signing Authority



Corporation of the Municipality of Calvin

Council Resolution

March 28, 2023

Resolution Number: 2023-_____

Moved By:

Seconded By:

NOW THEREFORE BE IT RESOLVED THAT:

Council now move into Closed Session pursuant to section 239(2)(b) to deal with a personal matter about an identifiable individual, including municipal employees, And,

Pursuant to section 239(2)(d) labour relations or employee negotiations.

Result :

Recorded Vote:

Member of Council	In Favour	Opposed
Mayor Gould	☐	☐
Councillor Grant	☐	☐
Councillor Latimer	☐	☐
Councillor Moreton	☐	☐



Corporation of the Municipality of Calvin

Council Resolution

March 28, 2023

Resolution Number: 2023-_____

Moved By:

Seconded By:

NOW THEREFORE BE IT RESOLVED THAT:

By-Law #2023-_____ being a By-Law to confirm the proceedings of Council's Regular Meeting held Tuesday, March 28th, 2023, be read and adopted"

Result :

Recorded Vote:

Member of Council	In Favour	Opposed
Mayor Gould	☐	☐
Councillor Grant	☐	☐
Councillor Latimer	☐	☐
Councillor Moreton	☐	☐

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

BYLAW NUMBER 2023-_____

BEING A BYLAW TO CONFIRM THE PROCEEDINGS OF COUNCIL

Legal Authority

Scope of Powers

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

Powers of a Natural Person

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

Powers Exercised by Council

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

Powers Exercised by By-law

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

Preamble

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

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

Decision

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

Direction

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

1. The Confirmatory Period of this By-Law shall be for the Regular Council meeting of January 24 2023.
2. All By-Laws passed by the Council of the Corporation of the Municipality of Calvin during the period mentioned in Section 1 are hereby ratified and confirmed.
3. All resolutions passed by the Council of the Corporation of the Municipality of Calvin during the period mentioned in Section 1 are hereby ratified and confirmed.
4. All other proceedings, decisions, and directives of the Council of the Corporation of the Municipality of Calvin during the period mentioned in Section 1 are hereby ratified and confirmed.
5. This Bylaw takes effect on the day of its final passing.

Read and adopted by Resolution 2023-___ this 28th Day of MARCH 2023.

MAYOR

CLERK



Corporation of the Municipality of Calvin

Council Resolution

March 28, 2023

Resolution Number: 2023-_____

Moved By:

Seconded By:

WHEREAS Council will discuss confidential human resource matters, pursuant to section 239(2)(b) and to deal with a personal matter about an identifiable individual, including municipal employees, and

Pursuant to section 239(2)(d) labour relations or employee negotiations,

Now it therefore be resolved that Council move into Closed Session at ____ p.m. to discuss these matters.

Result :

Recorded Vote:

Member of Council	In Favour	Opposed
Mayor Gould	☐	☐
Councillor Grant	☐	☐
Councillor Latimer	☐	☐
Councillor Moreton	☐	☐



Corporation of the Municipality of Calvin

Council Resolution

March 28, 2023

Resolution Number: 2023-_____

Moved By:

Seconded By:

WHEREAS Council moved into Closed Session to discuss confidential human resource matters, pursuant to section 239(2)(b) and to deal with a personal matter about an identifiable individual, including municipal employees, and matters pursuant to section 239(2)(d) labour relations or employee negotiations,

WHEREBY Council _____

Now it therefore be resolved that Council return to Open Session at _____ p.m.

Result :

Recorded Vote:

Member of Council	In Favour	Opposed
Mayor Gould	☐	☐
Councillor Grant	☐	☐
Councillor Latimer	☐	☐
Councillor Moreton	☐	☐



Corporation of the Municipality of Calvin

Council Resolution

Date: March 28, 2023

Resolution Number: 2023_____

Moved By: Councillor _____

Seconded By: Councillor _____

NOW THEREFORE BE IT RESOLVED THAT:

"That Council for the Corporation of the Municipality of Calvin adjourns this meeting on March 28, 2023 at _____"

Result:

Recorded Vote:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Mayor Gould	☒	☐
Councillor Grant	☒	☐
Councillor Latimer	☒	☐
Councillor Moreton	☒	☐