

# CORPORATION OF THE MUNICIPALITY OF CALVIN

---

1355 Peddlers Drive, RR #2  
Mattawa, Ontario P0H 1V0

Phone: 705-744-2700  
Fax: 705-744-0309  
Email: [clerk@calvintownship.ca](mailto:clerk@calvintownship.ca)

March 5, 2021

## NOTICE OF REGULAR MEETING

To: Mayor and Council

The Regular Meeting of Council will be held **electronically** at 7 p.m. on Tuesday March 9, 2021.

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

Thank you.

Best regards;

Cindy Pigeau  
Clerk-Treasurer

CORPORATION OF THE MUNICIPALITY OF CALVIN

**AGENDA**  
**REGULAR COUNCIL MEETING**  
**Tuesday March 9, 2021 at 7:00 p.m.**  
**ELECTRONICALLY**

- 1. CALL TO ORDER**
- 2. WRITTEN DISCLOSURE OF PECUNIARY/CONFLICT OF INTEREST**
- 3. PETITIONS AND DELEGATIONS**                      None
- 4. REPORTS FROM MUNICIPAL OFFICERS**              Chris Whalley, Roads Superintendent  
Dean Maxwell, Fire Chief  
Jacob Grove, Recreation, Landfill, Cemetery  
Shane Conrad, Chief Building Official – Written Report Only
- 5. REPORTS FROM COMMITTEES**                      None
- 6. ACTION LETTERS**
  - A) Minutes of Council Meeting                      Adopt Minutes of Special Meeting Tuesday, February 18, 2021
  - B) Minutes of Council Meeting                      Adopt Minutes of Tuesday, February 23, 2021
  - C) Minutes of Ad Hoc Committee Meeting              Adopt Minutes of Ad Hoc Committee Meeting, Tuesday, January 12, 2021
  - D) Municipality of Calvin – Council                      Integrity Commissioner Report – Councillor Olmstead – Recommendations of Penalty by Integrity Commissioner
  - E) Municipality of Calvin – Council                      Integrity Commissioner Report – Councillor Grant – Recommendations of Penalty by Integrity Commissioner
  - F) By-Law #2021-006                                      Agreement with the Canadian Ecology Centre for Landfill Use
  - G) By-Law #2021-007                                      Agreement with the Canadian Ecology Centre for Fire Services
  - H) Municipality of Calvin – Recreation Dept.              Annual Review of Ice Building and Maintenance Manual
  - I) By-Law #2021-008                                      Agreement with the North Bay and District Humane Society
  - J) Report from Clerk-Treasurer                      2021CT04 Report to Council – Statement of Remuneration and Expenses for 2020
  - K) Municipality of Calvin                                  Motion of Support for Universal Paid Sick Days
  - L) Municipality of Calvin                                  Motion of Support for Amber Eight System
  - M) Municipality of Calvin                                  Motion of Support for the Community Safety and Well Being Plan
  - N) Municipality of Calvin – Landfill Dept.              Landfill Winter Hours Extended Until April 30<sup>th</sup>, 2021

O)	Report from Clerk-Treasurer	2021CT13 Report to Council – Municipal Insurance Premium
P)	Municipality of Calvin – Administration	Municipal Insurance Renewal
Q)	Report from Clerk-Treasurer	2021CT14 Report to Council – Emergency Control Group Meeting Summary – February 24, 2021
R)	Councillor Maxwell	Request for Report on Single Stream Recycling
S)	Municipality of Calvin – Fire Dept.	Request for Breathing Apparatus Bottles to be Tested and Filled before Budget Approval
T)	Municipality of Calvin – Fire Dept.	Request for Online Training before Budget Approval
U)	John Dixon Library	Agreement with John Dixon Library for 2021/22 year
V)	Enterprise for Municipalities (E4M)	Notification of Presentation of an Integrity Commission Report and A Report to Request Authority to Mediate a Matter Rather than Proceed with Preliminary Review or Inquiry at March 23, 2021 Regular Council Meeting
W)	Municipality of Calvin – Educational	Public Health Ontario – Defining Municipal Resolution, Policies and By-Laws
X)	Municipality of Calvin – Educational	Municipal Councillor Profile – by the Rural Ontario Institute

## **7. INFORMATION LETTERS**

A)	Township of Perry	Support the Town of Carleton Place Resolution that the Government of Ontario Prioritize Children and Childcare as part of its Post Pandemic Recovery Plan
B)	Township of Perry	Request that the Province of Ontario Reverse Decision to Close the Ontario Fire College Campus in Gravenhurst
C)	Township of Perry	Community Safety & Well Being Plan – Extension Request
D)	Association of Municipalities of Ontario (AMO)	AMO Policy Update – Pre-Budget Submission, AMO-CUPE Economic Recovery Letter, Emergency Orders Extended and Updated COVID-19 Regional Framework
E)	Township of Tiny	Closure of the Ontario Fire College in Gravenhurst
F)	Township of South Glengarry	Support for the Use of Automatic Speed Enforcement by Municipalities
G)	Township of South Glengarry	Support for Review of Municipal Freedom of Information and Protection of Privacy Act

H)	Township of Archipelago	Request that Minister Clark Review the Municipal Elections Act and provide amendments to provide clearer, stronger wording to assist Municipal Clerks in addressing issues to allow for a more definitive decision to be made when adding names to the voters list
I)	Municipality of St. Charles	Support for Municipality of Tweed Resolution Regarding Cannabis Production Facilities
J)	Covid 19 Vaccine Distribution Task Force	Update from General Rick Hillier – Update #8
K)	Township of South Frontenac	Joint and Several Liability Insurance
L)	North Bay Parry Sound Health Unit	Municipal Levy 2021
M)	City of Port Colbourne	Ontario Fire College Closure
N)	Association of Municipalities of Ontario (AMO)	AMO Policy Update – Build Back Better Extension and New Anti-Human Trafficking Legislation
O)	Township of Strong	Request that the Province of Ontario Reverse Decision to Close the Ontario Fire College Campus in Gravenhurst
P)	Service Ontario	Expansion of the Use of the Electronic Medical Certificates of Death
Q)	Mattawa Group of Four	Police Services Levy
R)	Township of Archipelago	Ontario Fire College – Planned Closure
S)	Municipality of West Grey	Municipal Insurance Rates
T)	Association of Municipalities of Ontario (AMO)	AMO Policy Update – Province Provides Additional Transit Funding, Municipal Modernization Funding and 34 Public Health Unit Vaccination Plans Together
U)	Township of Georgian Bluffs	Insurance Rates
V)	Town of Mono	Ontario Fire College Closure
W)	Township of Georgian Bluffs	Bill 229
X)	Township of Georgian Bluffs	Cannabis Grow Operations
Y)	Tribunals Ontario	New Rules for the Assessment Review Board – March 1, 2021
Z)	Norfolk County	Carbon Tax on Primary Agriculture Producers
AA)	North Bay-Mattawa Conservation Authority	2020 Attendance
BB)	Tribunals Ontario	Updated – Deeming of Outstanding Appeals for the 2021 Taxation Year (2017 Assessment Cycle – taxation years 2019, 2020 and 2021)

- |            |  |  |
|------------|--|--|
| CC)        | Howick Township                                | Ontario Fire College Closure   |
| DD)        | Seguin Township                                | North Bay Parry Sound District Health Unit Communication                         |
| EE)        | Township of Lake of Bays                       | Capacity Limits for Restaurants in Stage 2 Under the Reopening Ontario Act, 2020 |
| FF)        | Ministry of Municipal Affairs and Housing      | Additional Funding through the 2021 COVID 19 Recovery Funding for Municipalities |
| GG)        | Association of Municipalities of Ontario (AMO) | AMO Policy Update – New 2021 COVID 19 Relief Funding                             |
| HH)        | Mattawa Fitness Centre                         | Annual Municipal Membership  |
| II)        | Fire Marshall's Communique                     | Ontario Fire College Training Modernization                                      |
| <b>8.</b>  | <b>INFORMATION LETTERS AVAILABLE</b>           | Rules of Practice and Procedure of the Assessment Review Board                   |
| <b>9.</b>  | <b>OLD AND NEW BUSINESS</b>                    | Letter of Support to Bell Application to the Universal Broadband Fund            |
| <b>10.</b> | <b>ACCOUNTS APPROVAL REPORT</b>                |  |
| <b>11.</b> | <b>CLOSED PORTION</b>                          |  |
| <b>12.</b> | <b>BUSINESS ARISING FROM CLOSED SESSION</b>    |  |
| <b>13.</b> | <b>NOTICE OF MOTION</b>                        |  |
| <b>14.</b> | <b>ADJOURNMENT</b>                             |  |

# MUNICIPALITY OF CALVIN

## REPORT TO COUNCIL

REPORT DATE: CW 03/09/21

PREPARED BY: Roads Superintendent – Chris Whalley

SUBJECT: Roads Report – Roads Department

March 9<sup>th</sup>, 2021

---

### Council Report

- 1. As of the last road report to council, we have gone around with the Municipal grader and winged all the banks back, ice bladed and cut frost heaves. Since then we have had two major snow falls, with an accumulation of app. 1-1/2ft of snow. We are in the process of doing that again, including plowing out the ditches. It is important to plow the snow out of the ditches ahead of the mild weather. On the weekend of Feb. 27-28<sup>th</sup> we had some very mild weather, and by Monday March 1<sup>st</sup>, some of the ditches on Homestead Rd and Adams Rd were building up with water. We are also digging snow out of the culvert ends with the backhoe to free up the water flow.**
- 2. We have had a couple complaints about slush on the main road and icy patches in the shaded areas of the Municipal roads. We are doing our best to address these issues. As for the slush on the main road. It had snowed during the night. Both trucks were dispatched at 6am to treat the roads. This includes plowing and strip sanding the main roads (Peddlers Dr and Boundary Rd). By noon, the sun and mild temperature is melting the snow and ice on the main roads. By 2:30 pm, all roads throughout the municipality are plowed and spot sanded as necessary. There was some slush on the main road but it was pretty well melted off by 5pm, except in the shaded areas, in which the sand was still visible. As for the complaint of icy patches in areas on the rest of the municipal roads, we had plowed and spot sanded all roads throughout the day. The temperature was cool in the morning and sunny in the afternoon. The sun does melt the surface of the roads and this turns to ice in the late afternoon and evening when temperatures drop again. All roads are treated well within the Municipal Minimum Maintenance Standards Act. There is times when the roads are slushy or slippery at different times throughout the day or year.**
- 3. On Monday Feb 15<sup>th</sup> the front differential on, 76-05, our older truck failed at the intersection of Homestead Rd and Hwy 630. We ended up towing 76-05 back to the municipal garage with, 76-15, the newer truck. We towed the truck in front of the sand dome to dump its load of sand and then pushed 76-05 into the garage with the backhoe for repairs. We then brought the front plow for the grader, into the garage to**

be installed on the grader. The grader was then used to continue on with plowing snow and followed up with sanding by the second truck. I removed the front differential on 76-05 later that afternoon and found the PDL (Power Divider Lock) was broke. The PDL locks the front differential with the rear differential in a tandem drive system. So in other words, one wheel on the front diff. and one wheel on the rear diff. lock together, so that 2 out of the 4 wheels drive together. There is also an axel, DL, (Differential Lock) which locks the axels from one side to the other, creating a 4 axel lock, or 4 wheels drive together when both the DDL and the DL are actuated at the same time. These are air actuators and must be allowed 3 seconds to build up air pressure inside the actuator to engage the gears properly. I have instructions to the roads crew as to the proper use of the DDL and the DL. I demonstrated this by pushing into a snow bank at the municipal garage yard with one of the trucks. With no locks actuated. "One rear wheel would spin". I actuated the DDL and waited 3 seconds and one wheel on the front diff. and one wheel on the rear diff. would spin. I then actuated the DL and waited 3 seconds and all 4 wheels would spin together. This is very helpful when you are stuck or there is a loss of traction. It is very important to give the actuator 3 seconds to fully engage the gears before spinning a wheel, and to prevent damage to the differential. I also took the opportunity to check the wheel end play and re-torque the wheel bearings while we had the axels out. I ordered a new reman differential from Lewis Motors at a cost of \$5184, minus the core charge of \$1395. For a total cost of \$3789. Tax included. By Friday Feb 19<sup>th</sup>, we had 76-05 back in service.

4. We also had to install a new reman HD alternator on 76-05. During the winter months with all the lights and flashers on, it puts a lot of strain on the charging system. We keep a new HD alternator in stock at all times, so that in the event of a failure we don't lose much time getting the truck back in service.
5. We also did a clutch adjustment on 76-15.

**Chris Whalley**  
**Roads Superintendent**  
**Municipality of Calvin**

**Municipality of Calvin Fire department monthly report**

**Report Date: Feb ,2021**

**Originator: Dean Maxwell-Fire Chief**

**Responded Alarm's**

**Feb,5,21/19:50 MVC Hwy 17 west.**

**Feb,22,21/8:04 MVC Hwy 630 7km in off of hwy.**

**Meeting nights/Training**

**Feb,4,21/ Meeting night:Pumper drafting training .**

**Feb,11,21/ Meeting night:Auto-X drill/Gas detectors .**

**Feb,18,21/ Meeting night:Back boarding/Spider straps.**

**Feb,25,21/ Meeting night:Truck checks/Gear inventory .**

**Fleet Stauts report**

**PT#2 back from paint repairs.**

**Chief's Report**

**All bunker gear has been tested for the year 2021.**

---

**Dean Maxwell**

---

**Cindy Pigeau**



**MUNICIPALITY OF CALVIN  
REPORT TO COUNCIL  
Recreation, Cemetery, Landfill JG2021-09**

REPORT DATE: 03/03/2021  
PREPARED BY: Jacob Grove; Landfill, Cemetery, Recreation Manager  
Municipal Enforcement Officer  
SUBJECT: Council Report

---

**Recreation**

February 12 door trim and baseboard installation was completed.  
February 22 the Health unit allowed for the reopening of the rink. The light were turned on.  
Over the past month we build and installed shelves in the community center. The storage was rearranged to make better use of the existing space.  
The kitchen cupboards and cabinets were cleaned and painted were needed.

---

**Landfill**

February 19 the compactor truck would not start. A battery charger was installed as batteries appeared to be weak.  
February 20 the truck did not start.  
February 22 tested batteries, they are okay but are starting to get weak.  
February 23 cleaned all battery cable connections, still unable to start truck.  
February 24 test power at transmission as truck did not read neutral, no power to transmission.  
February 25 still unable to get mechanic to come on site to look at truck, made arrangements for truck to be towed to Freightliner to be looked at.  
February 26 truck was towed to shop for repairs.  
March 1 truck power supply wiring to transmission repaired.  
March 2 made arrangements to have truck towed back to landfill.  
March 3 truck was towed back to landfill and put back in service.

---

**Cemetery**

There is no report this month.

---

**Municipal Enforcement**

There are no new cases this month.

Respectfully submitted;

---

Jacob Grove  
Landfill, Cemetery, Recreation Manager  
Municipal Enforcement Officer  
Municipality of Calvin

---

Cindy Pigeau  
Clerk - Treasurer  
Municipality of Calvin



## MUNICIPALITY OF CALVIN

1355 PEDDLERS DRIVE, MATTAWA ON, P0H 1V0

Tel: (705) 744-2700 • Fax: (705) 744-0309

[building@calvintownship.ca](mailto:building@calvintownship.ca) • [www.calvintownship.ca](http://www.calvintownship.ca)

### BUILDING REPORT

### MONTH Jan. & Feb. 2021

1. NUMBER OF PERMITS ISSUED	1
2. TOTAL MONTHLY VALUE	\$2,000
3. TOTAL FEES COLLECTED	0
4. TOTAL BUILDING VALUE TO DATE	\$2,000
5. TOTAL FEES COLLECTED TO DATE	\$ 0

#### COMMENTS:

Permit: 01-2021 Type: Renovation/ Alter/Repair Value: \$2000 Fee: \$100

**There was 1 permit issued in January and 0 permits issued in February.**

**The 1 permit that has been issued has not been picked up or paid for.**

SHANE CONRAD  
CHIEF BUILDING OFFICIAL

CORPORATION OF THE MUNICIPALITY OF CALVIN  
MINUTES OF THE SPECIAL MEETING THURSDAY FEBRUARY 18, 2021

The special meeting of Council was held electronically (by Zoom) on this date. Present were Mayor Ian Pennell, Deputy Mayor Sandy Cross, Coun Dan Maxwell (joined meeting at 7:04pm), Coun Heather Olmstead, Coun Dean Grant, Jacob Grove and Cindy Pigeau.

Regrets: 0                      Guests: 1 - Ms. Elaine Gunnell, Municipal Clerk for the Municipality of Callander

The meeting was called to order at 7:02 p.m. by Mayor Pennell

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

2021-035            CLOSED PORTION

Moved by Coun Cross and seconded by Coun Grant that this portion of the meeting be now closed under the Municipal Act, 2001, as per Section 239 (2)(d) labour relations or employee negotiations and Section 239 (2) (b) personal matters about an identifiable individual, including municipal or local board employees (RE: Performance Review).

Recorded Vote as per Electronic Meeting Best Practices

Councillor Cross	Yea
Councillor Maxwell	Few minutes late to meeting so did not vote on this motion
Councillor Olmstead	Yea
Councillor Grant	Yea
Mayor Pennell	Yea

Carried

Council moved to a Closed Portion at 7:04pm to discuss an Employee Performance Review.  
Council returned to the Public Portion of meeting at 8:51pm.

2021-036            ADOPT COUNCIL REPORTS

Moved by Dan Maxwell and Seconded by Heather Olmstead that Council Reports:

C2021-03            Adopt Minutes of Last Closed Portion Held on Tuesday, January 26, 2021  
C2021-04            Adjourn Closed Portion

Be hereby approved and adopted as presented.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Cross	Yea
Councillor Maxwell	Yea
Councillor Olmstead	Yea
Councillor Grant	Yea
Mayor Pennell	Yea

Carried

2021-037            ADJOURNMENT

Moved by Coun Olmstead and seconded by Coun Grant that this special meeting of Council now be adjourned at 8:53 p.m.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Cross	Yea
Councillor Maxwell	Yea
Councillor Olmstead	Yea

Councillor Grant      Yea  
Mayor Pennell        Yea  
Carried

---

Mayor

---

Clerk

CORPORATION OF THE MUNICIPALITY OF CALVIN  
MINUTES OF THE REGULAR COUNCIL MEETING TUESDAY, FEBRUARY 23, 2021

The regular meeting of Council was held this date by Zoom electronic meetings (due to Covid-19 pandemic). Present were Mayor Ian Pennell, Deputy Mayor Sandy Cross, Coun Dan Maxwell, Coun Dean Grant, Roads Superintendent, Chris Whalley, Recreation/Landfill/Cemetery Manager, Jacob Grove and Clerk-Treasurer, Cindy Pigeau.

Regrets: 1 (Councillor Olmstead)

Guests: 2 (Sean Sparling and Tammy Albers)

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

PECUNIARY/CONFLICT OF INTEREST: Councillor Dean Grant declared a conflict of interest on Item No. 6 (D), Item Title: Acceptance IC Report, Reason: "I'm named in the resolution."  
Councillor Dean Grant declared a conflict of interest on Item No. 6 (F), Item Title: IC Report, Reason: "I'm named in the resolution."

PRESENTATIONS/DELEGATIONS: None

REPORTS FROM MUNICIPAL OFFICERS: Jacob Grove - Landfill Diversion and Life Expectancy  
Jacob Grove – Stripping and Waxing of Community Centre Floors  
Jacob Grove – Council Report for Recreation and Landfill Departments

2021-038 MINUTES OF REGULAR COUNCIL MEETING

Moved by Coun Grant and seconded by Coun Cross that the Minutes of the regular meeting of Council held on Tuesday, February 9, 2021 be hereby adopted and signed as circulated.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Cross	Yea
Councillor Maxwell	Yea
Councillor Olmstead	Absent
Councillor Grant	Yea
Mayor Pennell	Yea

Carried

2021-024 BY-LAW 2021-004 BEING A BY-LAW TO ADOPT A POLICY FOR SITING TELECOMMUNICATIONS FACILITIES

By-law 2021-004 being a By-Law to adopt a policy for siting telecommunications facilities. This By-law received the 3<sup>rd</sup> and final reading on Tuesday, February 23, 2021 and finally passed before an open Council on this date.

Recorded Vote as per Electronic Meeting Best Practices

Third Reading

Councillor Cross	Yea
Councillor Maxwell	Yea
Councillor Olmstead	Absent
Councillor Grant	Yea
Mayor Pennell	Yea

Carried

Councillor Grant had declared a Conflict of Interest and therefore shut off video and audio until after the vote for the next motion was taken.

2021-039 ACCEPTANCE OF INTEGRITY COMMISSIONER REPORTS

Moved by Coun Cross and seconded by Coun Maxwell that the following reports, items A and B below, have been presented to Council at the February 9, 2021 Regular Council meeting by E4M Solutions:

A – Office of the Integrity Commissioner – Allegation: Contravention of the Municipality of Calvin Code of Conduct, by: Councillor Heather Olmstead

B- Office of the Integrity Commissioner – Allegation: Contravention of the Municipality of Calvin Code of Conduct, by: Councillor Dean Grant

NOW BE IT THEREFORE RESOLVED that Council hereby accepts these reports as presented.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Cross	Yea
Councillor Maxwell	Yea
Councillor Olmstead	Absent
Councillor Grant	Declared Conflict of Interest
Mayor Pennell	Yea
Carried	

2021-040 INTEGRITY COMMISSIONER REPORT – COUNCILLOR OLMSTEAD –RECOMMENDATIONS OF PENALTY BY INTEGRITY COMMISSIONER

Moved by Coun Cross and Seconded by Mayor Pennell that WHEREAS a request for inquiry was made to the Integrity Commissioner alleging that Councillor Olmstead had contravened the Municipality’s Code of Conduct; WHEREAS an inquiry was conducted by the Integrity Commissioner in response to the request and a report was presented to Council on February 9, 2021; WHEREAS the Integrity Commissioner found that Councillor Olmstead did:

- Contravene Sections 8.1, 8.2 8.3 and 8.5 of the Code of Conduct when she accused the CBO of backdating a building permit, her disrespect for the authority of the CBO when no fines were laid and her effort to discredit/question the integrity of the CBO and get a different decision by bringing the matter before Council;
- Contravene the Council-Staff Relations Policy and subsequently breached the Code of Conduct in her treatment of staff.

WHEREAS Council has considered the findings and recommendations of the Integrity Commissioner;

NOW THEREFORE BE IT RESOLVED THAT:

- a) Councillor Olmstead shall formally apologize to staff and the CBO;
- b) Councillor Olmstead will be given a formal reprimand for her conduct toward staff;

Recorded Vote as per Electronic Meeting Best Practices

Vote to Defer to Next Regular Council Meeting

Councillor Cross	Yea
Councillor Maxwell	Yea
Councillor Olmstead	Absent
Councillor Grant	Yea
Mayor Pennell	Yea

DEFERRED Until March 9, 2021 Council Meeting

Councillor Grant had declared a Conflict of Interest and therefore shut off video and audio until after the vote for the next motion was taken. It was however, requested that he return so that he may speak on his own behalf regarding the next motion.

The Council Meeting was paused at 8:00pm to wait for Councillor Grant to return to the meeting. Councillor Grant did not return so the meeting was reconvened at 8:30pm.

2021-041 INTEGRITY COMMISSIONER REPORT – COUNCILLOR GRANT – RECOMMENDATIONS OF PENALTY BY INTEGRITY COMMISSIONER

Moved by Coun Cross and seconded by Mayor Pennell that WHEREAS a request for inquiry was made to the Integrity Commissioner alleging that Councillor Grant had contravened the Municipality’s Code of Conduct; WHEREAS an inquiry was conducted by the Integrity Commissioner in response to the request and a report was presented to Council on February 9, 2021; WHEREAS the Integrity Commissioner found that Councillor Grant did:

- Contravene Section 13 of the Municipality of Calvin’s Code of Conduct when he participated in the meeting arising from his wife’s complaint;
- Breach his obligations of confidentiality regarding an Integrity Commissioner Inquiry

WHEREAS Council has considered the findings and recommendations of the Integrity Commissioner;

NOW THEREFORE BE IT RESOLVED THAT:

- a) Councillor Grant’s remuneration as a Member of Council be suspended for two months for the breach of his obligations to avoid conflict of interest;
- b) Councillor Grant’s remuneration as a Member of Council be suspended for two months for the breach of confidentiality and breach of his signed agreement to keep the investigation information confidential.

Recorded Vote as per Electronic Meeting Best Practices

Vote to Defer to Next Regular Council Meeting

Councillor Cross	Nay
Councillor Maxwell	Yea
Councillor Olmstead	Absent
Councillor Grant	Declared Conflict of Interest
Mayor Pennell	Yea

DEFERRED Until March 9, 2021 Council Meeting

2020-042 BY-LAW 2021-006-AGREEMENT WITH THE CANADIAN ECOLOGY CENTRE (Landfill)

By-law No. 2021-006 being a by-law to enter into an agreement between the Corporation of the Municipality of Calvin and the Canadian Ecology Centre (Landfill). This By-law received 1<sup>st</sup> and 2<sup>nd</sup> readings on Tuesday, February 23, 2021 and will come before Council for 3<sup>rd</sup> and final reading on Tuesday, March 9, 2021.

Recorded Vote as per Electronic Meeting Best Practices

First Reading

Councillor Cross	Yea
Councillor Maxwell	Yea
Councillor Olmstead	Absent
Councillor Grant	Absent
Mayor Pennell	Yea

Carried

Recorded Vote as per Electronic Meeting Best Practices

Second Reading

Councillor Cross	Yea
Councillor Maxwell	Yea
Councillor Olmstead	Absent
Councillor Grant	Absent
Mayor Pennell	Yea

Carried

2020-043 BY-LAW 2021-007-AGREEMENT WITH THE CANADIAN ECOLOGY CENTRE (Fire)

By-law No. 2021-006 being a by-law to enter into an agreement between the Corporation of the Municipality of Calvin and the Canadian Ecology Centre (Fire). This By-law received 1<sup>st</sup> and 2<sup>nd</sup> readings on Tuesday, February 23, 2021 and will come before Council for 3<sup>rd</sup> and final reading on Tuesday, March 9, 2021.

Recorded Vote as per Electronic Meeting Best Practices

First Reading

Councillor Cross	Yea
Councillor Maxwell	Yea
Councillor Olmstead	Absent
Councillor Grant	Absent
Mayor Pennell	Yea

Carried

Recorded Vote as per Electronic Meeting Best Practices

Second Reading

Councillor Cross	Yea
Councillor Maxwell	Yea
Councillor Olmstead	Absent
Councillor Grant	Absent
Mayor Pennell	Yea

Carried

2021-044 SUPPORT FOR SMALL BUSINESSES

Moved by Coun Maxwell and seconded by Coun Cross THAT the Council of the Corporation of the Municipality of Calvin request that the Province of Ontario allow for small businesses to immediately reopen with the required health guidelines and protocols in place and; THAT this resolution be sent to the Premier of Ontario, the Minister of Municipal Affairs and Housing, MPP Jim McDonnell and circulated to all municipalities in Ontario.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Cross	Yea
Councillor Maxwell	Yea
Councillor Olmstead	Absent
Councillor Grant	Absent
Mayor Pennell	Yea

Carried

2021-045 DISBURSEMENTS

Moved by Coun Cross and seconded by Coun Maxwell that the disbursements dated February 18, 2021 in the amount of \$ 44,828.93 and February 23, 2021 in the amount of \$ 7,037.71 be hereby authorized and passed for payment.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Cross	Yea
Councillor Maxwell	Yea
Councillor Olmstead	Absent
Councillor Grant	Absent
Mayor Pennell	Yea

Carried



2021-046      ADJOURNMENT

Moved by Coun Maxwell and seconded by Coun Cross that this regular meeting of Council now be adjourned at 9:19 p.m.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Cross	Yea
Councillor Maxwell	Yea
Councillor Olmstead	Absent
Councillor Grant	Absent
Mayor Pennell	Yea
Carried	

---

Mayor

---

Clerk

**CORPORATION OF THE MUNICIPALITY OF CALVIN**

**AD HOC PUBLIC SWIMMING ACCESS TO THE AMABLE DU FOND RIVER COMMITTEE**

**MINUTES OF THE INITIAL MEETING TUESDAY JANUARY 12, 2021**

The FIRST meeting of the Ad Hoc Public Swimming Access to the Amable Du Fond River Committee was held this date electronically by Zoom.

Present were: Coun Olmstead, Mr. John Richardson, Dean Maxwell, Fire Chief, Jacob Grove, Recreation Supervisor, Chris Whalley, Road Superintendent & Cindy Pigeau, Clerk-Treasurer.

Regrets: 1 (Mr. Roy Desjardins)

Guests: 0 – Meeting was live streamed to our You Tube Channel

The meeting was called to order at 4:05pm by Clerk-Treasurer Cindy Pigeau who welcomed all, explained the mandate of the Ad Hoc Public Swimming Access Committee and then asked the four (4) Members of the Committee to select a Chair and a Vice-chair.

**2016-AH01 APPOINT CHAIR AND VICE-CHAIR FOR THE AD HOC PUBLIC SWIMMING ACCESS COMMITTEE**

Moved by Jacob Grove and seconded by John Richardson that Councillor Olmstead be hereby appointed as Chair and Dean Maxwell be hereby appointed as Vice-Chair of the AD HOC Public Swimming Access to the Amable Du Fond River Committee, to hold this appointment until the AD HOC Public Swimming Access to the Amable Du Fond Committee is automatically dissolved at the completion of the plan for the Public Swimming Access to the Amable Du Fond River.

The Clerk-Treasurer turned the remainder of the meeting over to the Chair, Coun Olmstead.

PECUNIARY/CONFLICT OF INTEREST                      None Declared

PETITIONS AND DELEGATIONS                              None Received

The discussion then turned to what are the issues that need to be looked at regarding making the access to the Amable Du Fond river. Some issues that were brought up where Parking, Garbage, Noise and the results of the Strategic Plan survey regarding the public access (NO Development just access to it), safety (fires, lack of restroom facilities), property lines, etc....

Signage, disposal receptacles, communication/education for the community, were all issues discussed to help resolve the issues listed above.


Staff was asked to bring forward, to the next meeting, the following;

- An updated plan to include the items discussed.

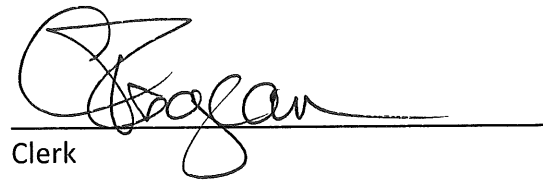
2021- AH02 SCHEDULE NEXT MEETING AND ADJOURNMENT

Moved by John Richardson and seconded by Dean Maxwell this meeting of the AD HOC Public Swimming Access to the Amable Du Fond River Committee now be adjourned at 4:51 p.m.

Carried



Chair or Vice-Chair



Clerk

Dear residents of Calvin,

On February 9th I listened to the report the integrity commissioner gave. If I was a stranger watching this report, I would have thought that the person they were speaking of was evil. I sat in disbelief listening to accusations and untruths. My initial reaction was to leave the meeting. Knowing that I would get the chance to address these allegations I attempted to collect myself and continue with the meeting. Thinking that my family was going to witness these allegations, hurt my heart tremendously. I cried for a day and a half. My mom saw me in a state of such distress that she told me to quit, what I do couldn't be worth all this pain and agony. I take this job very seriously and try my best to represent my very strong family, friends, and neighbours.

Now as far as the report, I have waited almost two years for this. There is a lot of misinformation and misquotes. To think my coworkers felt threatened or attacked hurts my heart. I had no intention of undermining their jobs. I thought I was venting to coworkers and getting advice. At no time was I given advice on how to move forward with my complaint as a councillor. I was just provided with the business card of the CBO. Advice on how to move forward would have saved a lot of problems. As we say in the horse world, "green and green make black-and-blue." I am afraid I got the latter.

I didn't say I was a councillor at the time because I didn't know I had to. I was making a complaint as a citizen, not councillor. After I was advised by the investigator to do so, I have always represented myself as a councillor.

I won't get into the details of the dispute between the requester and myself, however, if anyone has any questions I am happy to answer them and provide evidence to substantiate my claims. I don't argue that I was loud when I thought I was venting to my coworkers. I was upset and I am a naturally boisterous person, but I thought that I still maintained a sense of humour. For being loud, I apologise. My questions were not an attempt to discredit or question the integrity of anyone, just an attempt at seeking information.

At no time did I request this issue go to council. As a matter of fact, when the cost of some fines came up I actually asked if they should be so costly as this would be a hardship on our residents. I constantly ask for direction from our senior staff to educate myself. Especially since, at the time, I didn't know who specifically to reach out to and so approached the office staff I was familiar with. At no time was I acting as retaliation or accusing anyone of wrong doing. As this was clearly at the beginning of my term, I was looking for direction to best help our community and be an effective counsellor.

I would like to apologise to anyone I may have hurt in my journey to become a better counsellor. I would also like to state that this is a really difficult job, and not too many people want it, but the people that are here really care about our community. I think I show that through my dedication. I am here because I want to make a difference. Moving forward, hopefully our newly developed complaint policy will prevent anything like this from happening in the future .

Sincerely,

Councillor Heather Olmstead

CORPORATION OF THE MUNICIPALITY OF CALVIN

**Resolution**

DATE: March 9, 2021 NO. \_\_\_\_\_

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

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

“WHEREAS a request for inquiry was made to the Integrity Commissioner alleging that Councillor Olmstead had contravened the Municipality’s Code of Conduct;

WHEREAS an inquiry was conducted by the Integrity Commissioner in response to the request and a report was presented to Council on February 9, 2021;

WHEREAS the Integrity Commissioner found that Councillor Olmstead did:

- Contravene Sections 8.1, 8.2 8.3 and 8.5 of the Code of Conduct when she accused the CBO of backdating a building permit, her disrespect for the authority of the CBO when no fines were laid and her effort to discredit/question the integrity of the CBO and get a different decision by bringing the matter before Council;
- Contravene the Council-Staff Relations Policy and subsequently breached the Code of Conduct in her treatment of staff.

WHEREAS Council has considered the findings and recommendations of the Integrity Commissioner;

NOW THEREFORE BE IT RESOLVED THAT:

- a) Councillor Olmstead shall formally apologize to staff and the CBO;
- b) Councillor Olmstead will be given a formal reprimand for her conduct toward staff;

CARRIED \_\_\_\_\_

DIVISION VOTE

<u>NAME OF MEMBER OF COUNCIL</u>	<u>YEA</u>	<u>NAY</u>
<u>Coun Cross</u>	_____	_____
<u>Coun Maxwell</u>	_____	_____
<u>Coun Olmstead</u>	_____	_____
<u>Coun Grant</u>	_____	_____
<u>Mayor Pennell</u>	_____	_____

## Decision of the Integrity Commissioner Investigation Explanation

**Opening Comments**

I (Councillor Dean Grant) do not consider this as a defense, but instead, an explanation of my actions. I am making this presentation to Council, and all the ratepayers, and support full transparency in this process. The report and the presentation have now been public for weeks, and this has been the first opportunity I have had to voice my thoughts and give an explanation for my actions. It is not equitable for the Integrity Commissioner (IC) reports to have been presented without the accused having any prior knowledge to the report and without any ability to comment when publicly presented. This document is an opportunity to present additional information and questions.

Lets try and remember how this all started. Context is important.

**Part one of the Investigation**

How did this all start?

Council had agreed for staff to complete bathroom renovations that were estimated to take two weeks. In reality, the two weeks turned into six weeks. Then, it was suggested that the hall be closed for another two weeks to wax and strip the floors. That is a total of two months. In that time we were holding scheduled council meetings, but the hall was closed for everyone else. I found this to be completely unacceptable. How is it reasonable for the hall to be open to council and closed to the community? There was no reason for the hall to be closed during the renovations; there was always a bathroom available for use. No reputable contractor would have ever suggested the hall remain closed during entire renovations. My wife, like many other ratepayers, seen the hypocrisy and unreasonable closure of the hall as unacceptable and wrote a complaint letter. The IC questioned me on whether I directed my wife to write the letter. This is not the case in the slightest bit, I would like to make it clear that I don't control members of my family, we all act and think on our own. I am not sure why this type of question would have been asked? Did the person that complained suggest this happened? How are we to know, when we as councilors have not been given access to see the complaint? At this point, after several requests, I have not seen or received a copy of the original complaint. The majority of this report revolves around the Calvin Women's Association (CWA). I think it is very important to include that neither my wife or I had any involvement with money in this association, my wife was involved 100% as a volunteer and I was not involved at all. The report *section (16)* states that I had a pecuniary interest in using the hall because my wife was a member. Keep in mind, at no time was there any money involved; the municipality currently allows volunteer community groups to use the hall at no cost. Another fact not included in the report is that Councillor Sandy Cross was/is the President of the CWA and had control over the CWA bank account. Councillor Heather Olmsted was also a member. If I had an indirect pecuniary interest in the opening of the hall, other councilors seeing as they were members also had a pecuniary interest. Why does this matter? It doesn't matter to me that they participated in a vote to open the hall to the public.

I believe that they were trying to do their job as a Councillor. What I am wondering is why I was the only Councillor named by the requestor in the complaint? Was someone looking for a reason to discredit me personally? Maybe someone doesn't like me? Maybe someone doesn't like the questions I was asking and the direct approach to solving problems I often take?

### **Part two of the Investigation**

The Integrity Commissioner in the report stated, referring to me, "In his desire to defend himself, he was less patient and violated the agreement." How did they measure my level of patience? I called one person, for a specific reason, if I was looking to defend myself would I have not called many other people as well? What would I personally gain by contacting Councillor Sandy Cross? The answer is nothing. I fully understood I had nothing to gain. Not only did I have nothing to gain I was risking further investigation by contacting Councillor Sandy Cross. So why would I contact her then? Why put myself at risk with nothing personally to gain? I was thinking about the many ladies that are apart of the CWA and their existence as an organization. I wanted to prevent harm to them and advise the President of the CWA, which was Councillor Sandy Cross, that there were issues and that she should take efforts to protect the organization she represents. Worth mentioning, Councillor Sandy Cross was involved in the conversation and asked many questions. At no time did she hang up the telephone, or tell me to stop talking, she was receptive to the conversation. Only a week or so later did I get notice that she had taken what I had told her and shared it with someone else aware of the details of the original investigation. As a Councillor, my goal is to help and encourage grass roots community groups such as the CWA and others. I acted unselfishly in an effort to help my community in this situation.

### **The Process**

I am making this presentation to all the ratepayers, and support full transparency in this process. It was not fair or reasonable for the Integrity Commissioner to present the findings of this report without providing any advanced notice of the content. They also indicated no one should speak at the meeting when it was being presented. The report and their presentation have now been public for weeks and this has been the first opportunity I have had to voice my thoughts and give an explanation for my actions. This report gets presented publicly for the first time in a council meeting and the accused is left scrambling to read it let alone unpack the findings. Are Calvin councillors now expected to be educated to the level of lawyers?

When I was campaigning for Council I had the opportunity to talk with residents that have been in the community for many years and help build Calvin over the last few decades. Some of these individuals' families have been in Calvin for generations. I ask a few of these residents, "Why don't you run for Council?" More then once, the answer was, "I'm not educated enough." I was surprised and saddened to hear this, and assured them that education level is not a requirement to hold office. Instead, I believe a person's character was more important; honesty,

fairness, hardworking, integrity, and so on. I'm worried that big city politics has come to Calvin. Councillors now have to fear being investigated if they use the wrong words, misinterpret the dozens of Provincial acts and/or violate the language used in the Code of Conduct. If a Councillor makes an error they can cost the ratepayers thousands of dollars in investigation fees and risk personal embarrassment. Why would someone want to be a Councillor? Residents run for council because they love their communities. No one wants to be a burden on the community they are trying to serve. The incentives of this highly regulated democracy is for Councillors to play it safe, take advice from the advisors and follow their advice very closely. These incentives will promote ineffective politicians and also prevents free speech. If you say the wrong thing or make a procedural mistake you could be a target of the next investigation. You should not need to be a lawyer to be an effective Councillor.

### **Conclusion**

I am always striving to learn and do my best as a Councillor. At no time did I act for personal gain or personal benefit. At no time did I lie or attempt to minimize my actions, and this is written in the report. I have learned a lot from this experience and hope I can conduct myself in a way that prevents further investigations while allowing me to ask questions, stay informed and create effective policy and law. Council and Staff have to work efficiently together to achieve the best results for ratepayers. At no time did any member of Council, staff or the public voice any concerns with me participating in the meetings or voting on resolution to open the hall. Everyone that sits around the Council table is here because they love our community. In a small community we need open communication and to help each other to achieve the best results and save future costs related to investigations.



CORPORATION OF THE MUNICIPALITY OF CALVIN

**Resolution**

DATE: March 9, 2021 NO. \_\_\_\_\_

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

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

“WHEREAS a request for inquiry was made to the Integrity Commissioner alleging that Councillor Grant had contravened the Municipality’s Code of Conduct;

WHEREAS an inquiry was conducted by the Integrity Commissioner in response to the request and a report was presented to Council on February 9, 2021;

WHEREAS the Integrity Commissioner found that Councillor Grant did:

- Contravene Section 13 of the Municipality of Calvin’s Code of Conduct when he participated in the meeting arising from his wife’s complaint;
- Breach his obligations of confidentiality regarding an Integrity Commissioner Inquiry

WHEREAS Council has considered the findings and recommendations of the Integrity Commissioner;

NOW THEREFORE BE IT RESOLVED THAT:

- a) Councillor Grant’s remuneration as a Member of Council be suspended for two months for the breach of his obligations to avoid conflict of interest;
- b) Councillor Grant’s remuneration as a Member of Council be suspended for two months for the breach of confidentiality and breach of his signed agreement to keep the investigation information confidential.

CARRIED \_\_\_\_\_

DIVISION VOTE

<u>NAME OF MEMBER OF COUNCIL</u>	<u>YEA</u>	<u>NAY</u>
<u>Coun Cross</u>	_____	_____
<u>Coun Maxwell</u>	_____	_____
<u>Coun Olmstead</u>	_____	_____
<u>Coun Grant</u>	_____	_____
<u>Mayor Pennell</u>	_____	_____

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

BY-LAW NO. 2021-006

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

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

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

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

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

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

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

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

\_\_\_\_\_  
MAYOR

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

THIS AGREEMENT made the 23<sup>rd</sup> day of February 2021

LANDFILL AGREEMENT

BETWEEN:

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

and

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

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

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

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

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

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

1. TERM

1.1 This Agreement shall be for a **one (1) year period commencing on the 1<sup>st</sup> day of April, 2021 and ending the 31<sup>st</sup> day of March, 2022.**

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

2. SERVICES

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

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

3. OWNERSHIP AND LIABILITY OF THE WASTE

- 3.1 “The Centre” agrees that it shall assume full responsibility and liability for the transportation of the waste to and from (where specific waste is not accepted) the landfill site. At all times during transportation, the waste shall be owned by “the Centre”.
- 3.2 “The Centre” agrees that it shall operate in full compliance with all required government approvals and that the waste transported from “the Centre” and to the landfill site, shall be limited to that generated by “the Centre”.
- 3.3 “The Centre” agrees that all waste delivered to the landfill site will be domestic waste only and “Calvin” retains the right to deny any waste that is not domestic.

4. AUTHORIZATIONS

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

5. PAYMENT FOR SERVICES

- 5.1 “The Centre” agrees to pay “Calvin” the applicable posted landfill “tipping fees” for all waste transported and received at the landfill site. The tipping fee schedule is available for inspection at the landfill site and is subject to change.
- 5.2 “The Centre” also agrees to pay “Calvin” the sum of \$0.00, per annum in addition to the tipping fees, invoiced annually by “Calvin” and beginning for the period starting April 1, 2021 and ending on March 31, 2022. This is for the 2021 year ONLY. As per the letter dated November 23, 2020, addressed to Mr. Bill Steer, the Canadian Ecology Centre requested respite for the 2021 year due to Covid 19. It was determined that the Corporation of the Municipality of Calvin would waive the annual fee of \$2642.60 for the 2021 calendar year only.

If the economy turns around during the 2021 year and the Canadian Ecology Centre thrives once again, it is the request of the Municipality that the fees that were reduced for the 2021 calendar year be paid to The Corporation of the Municipality of Calvin in December of 2021

6 INDEMNITY

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

7. TERMINATION ON DEFAULT

- 7.1 If either party is in default of any of its obligations under this Agreement and fails to correct or commence and diligently pursue correction of such default within ten (10) days after having received notice thereof the non-defaulting party shall, in addition to any other rights which it may have at law or equity with respect to such default, be entitled to terminate this Agreement without further notice.

8. ASSIGNMENT

- 8.1 “The Centre” may not assign any of its rights or obligations under this Agreement without prior written consent of “Calvin”.

9. 9.1 This Agreement constitutes the entire Agreement between “the Centre” and “Calvin” with respect to the subject matter hereof. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, between the parties other than as expressly set forth in this Agreement.

10. AMENDMENTS AND WAIVERS

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

11. FURTHER ASSURANCES

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

12. GOVERNING LAW

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

13. NOTICES

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

“The Centre”, at:

The Canadian Ecology Centre  
P.O. Box 430, Hwy 17 West  
Mattawa, Ontario  
P0H 1V0

Attention: Bill Steer

“Calvin”, at:

Corporation of the Municipality of Calvin  
1355 Peddlers Dr.  
R.R. #2  
Mattawa, Ontario  
P0H 1V0

Attention: Cindy Pigeau, Clerk - Treasurer

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

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

For the  
Corporation of the Municipality of  
Calvin

For the  
Canadian Ecology Centre

\_\_\_\_\_  
Mayor

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

BY-LAW NO. 2021-007

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

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

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

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

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

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

\_\_\_\_\_  
MAYOR

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



This AGREEMENT made the 23rd day of February, 2021.

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 1<sup>st</sup> day of April, 2021 and ending on the 31<sup>st</sup> day of March, 2022.**
- 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 (*Limited Interior Attack*)
  - (2) Auto extrication

- (3) Water and ice rescue (*Static Water & Shore Based*)
- (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 **\$1041.50** per annum as invoiced by Calvin. This is for the 2021 year ONLY. As per the letter dated November 23, 2020, addressed to Mr. Bill Steer, the Canadian Ecology Centre requested respite for the 2021 year due to Covid 19. It was determined that the Corporation of the Municipality of Calvin would cut the annual fee in half. The total for the 2021 year should have been \$2083.00. This respite will only be for the 2021 calendar year.

If the economy turns around during the 2021 year and the Canadian Ecology Centre thrives once again, it is the request of the Municipality that the fees that were reduced for the 2021 calendar year be paid to The Corporation of the Municipality of Calvin in December of 2021

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, 2022, 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 WITNESS 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

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Municipal Clerk

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness



# Municipality of Calvin – Ice Building and Maintenance Manual

# **Responsibilities of Staff** **and Volunteers**

## **The Ice Building and Maintenance Manual**

### **Purpose:**

To establish clear responsibilities staff and volunteers in the process of the building and the maintenance our outdoor ice skating rink.

### **Municipal Responsibilities**

1. Build and maintain the municipal outdoor ice surface in conjunction with the fire department.
2. Provide suitable training for volunteers with information on how to effectively maintain our outdoor ice surface, how to complete the daily inspection logs, properly manage risk, health and safety procedures, etc.
3. Deliver and sign-out any necessary equipment that may include shovels, hoses, spray nozzles, etc.
4. Post appropriate signs at the ice rink to address risk management (Attachment 3).
5. Complete a thorough review of the ice rink installation on a once a week basis and document the findings on an inspection log. Discuss any observed issues or concerns with the volunteers.
6. Respond to or appropriately direct emergency situations to the proper authorities.
7. Follow-up on concerns respecting the improper use of the ice rink.
8. Periodically check all equipment for damages, especially the hockey nets. If caught in time, a minor repair is preferable and less expensive than a major one.
9. Rink signs announcing rules and hours of operation should be fastened securely out of reach of participants. Eight to ten feet above the ground is the minimum height recommended.

### **Volunteer Responsibilities**

1. All volunteers must participate in training by Calvin staff to acknowledge their roles and responsibilities prior to the set-up and operation of an outdoor rink. Training topics will cover such aspects as proper use of equipment, maintenance, managing risk, health and safety procedures and volunteer safety.
2. Volunteers are required to immediately report any serious issues, accidents or medical emergencies that they have personally observed or have been made aware of.
3. It is recommended that volunteers work in pairs throughout the winter season to help keep the ice rink properly maintained.
4. Volunteers will typically be required after 4pm on weekdays and on weekends unless otherwise requested by staff.

## **Volunteer Training**

Volunteer recruiting will be done through advertising in the September, October and November Calvin Monthly Newsletter. Volunteer applications will be accepted until December 1<sup>st</sup> and training will be completed by December 15<sup>th</sup>.



# **Ice Building and** **Maintenance Procedure**

## **Ice Building Procedure – TO BE COMPLETED BY STAFF**

How to lay the first sheet of ice.

1. Snow should be kept off the planned rink area to allow the frost to freeze the ground. This will ensure that there will be level ground for the rink liner to be installed.
2. The temperature must be consistently below freezing. Recommended temperature is between -10°C and -17°C.
3. Install the rink liner and add water to cover the shallowest point with 90 mm of water. It is recommended that the water be added from the fire truck versus a garden hose for a smoother ice surface.
4. Once water is completely frozen which should take approximately 3 – 4 days after initial flooding, install kick plate and cut off liner above kick plate.

## **Maintaining a Good Ice Surface**

Flood as often as possible. Build up the sheet's thickness so that on mild days the rink can withstand the sun without patches of liner showing through and chunks breaking off the surface. **Caution:** Make certain that each flood is frozen solid prior to adding another.

- The ice surface must be scraped clean of all snow, ice chips, flakes and dirt before flooding. Make sure the edge of the scraper is straight.
- It is very important, when removing the snow for the ice surface, not to block the entrance used by the machinery and/or vehicles. Throw the snow clear of this entrance. The entrance for emergency access must be kept clear at all times.
- Good ice is clean ice, not covered by dirt or litter. This is primarily a participant concern, however, proper supervision will increase awareness and lessen the maintenance frustrations. Smoking on the ice surface should be discouraged as a lit cigarette butt can melt and mar a good skating surface.
- Be aware that many individuals using the rink will be wearing boots or rubbers rather than skates. Restrict the use of salt or sand in areas such as walkways, the equipment storage area, parking lot, etc. otherwise this salt or sand will eventually end up on your rink causing you maintenance problems.
- "An Ounce of Prevention" ... Ongoing repairs to cracks and chips in the ice surface is more desirable than attempting to repair damages to the ice surface through flooding alone.

### **The Steps for Repairing a Crack, Chip or Hole are:**

1. Sweep or clean the hole of all snow or ice chips.
2. Mix a slush mixture of snow and water.
3. Pack the slush in the hole.
4. Level off the slush with a shovel, trowel, hockey stick or puck, etc.
5. (Optional) Sprinkle with a light flood of water.
6. Keep people from skating on the spot until frozen (see diagram).

- Shell Ice ... During your flooding, whether it be on your initial sheet or ongoing throughout the winter, be aware of shell ice. Shell ice occurs when for some reason or another, an air bubble is frozen into the surface. Shell ice is characterized by a white patch of thin brittle ice that is easily broken. When broken, the layer of ice underneath is exposed.

### **How do you Deal with Shell Ice?**

1. Break the surface.
2. Remove the brittle ice completely.
3. Pack solid with a mixture of snow and water.
4. Level with shovel, trowel, hockey stick, etc. and remove excess slush.
5. Avoid stepping or skating on this area until frozen solid (see diagram).

### **Care of Equipment**

The proper care of equipment will insure that when it is required, it will be available. Consider the following hints or suggestions on proper maintenance:

- Please do not leave any equipment outdoors overnight and return the equipment to the storage room when not in service.
- Please do not leave shovels or brooms lying around.
- To drain the garden hose, please elevate the hose nearest the tap and walk towards the nozzle. Any water remaining within the hose should drain. This will minimize excess water or ice buildup in the hose.
- Please be certain that the water is shut off completely after every use.
- Please keep the storage area clean at all times.
- Please don't leave the storage area unlocked or unattended.
- If straw brooms are used for sweeping around the edges, please monitor when they begin to lose their straw. The presence of large amounts of straw when flooding reduces the quality of the ice. Please request a new broom when this begins to occur.

### **Ice Problems that May Occur**

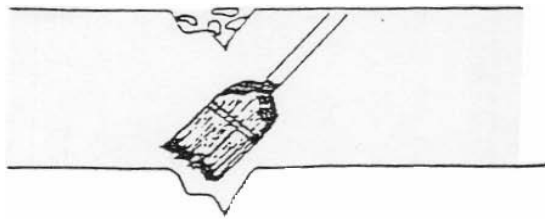
Some of the more common problems are:

1. Your nozzle doesn't fit, doesn't work or is leaking.
2. Your hose leaks or has a split.
3. Your water line is frozen or has burst.
4. Your scraper or shovel handle gets broken.
5. The storage area or ice surface has been vandalized.

The Recreation Department will provide training on general use of the equipment.

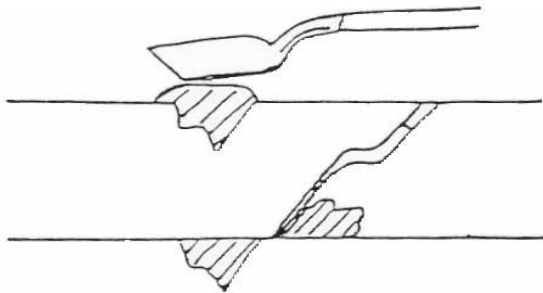
The Municipality is not responsible for the replacement or repair of damaged equipment that does not belong to the Municipality.

### How to Repair Holes, Cracks or Shell Ice



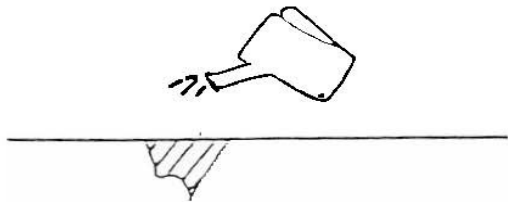
Uh Oh

Clean



Pack Slush

Level



Sprinkle



No Skating



**Outdoor Skating Rink Log Sheet for Municipal Staff**

<b>Location:</b>	<b>Time:</b>	<b>Day of Week:</b>	<b>Year:</b>	<b>Month</b>	<b>Day</b>
<b>Weather Conditions &amp; Temperature:</b>					
<b>Daily Average Attendance:</b> Morning: [    ]    Afternoon :[    ]    Evening: [    ]    Daily Total : [    ]					

<b>Inspected</b>	<b>Good (X)</b>	<b>Fair (X)</b>	<b>Poor (X)</b>	<b>Corrective Action Taken</b>	<b>Operator (Please Print)</b>
Ice Surface					
Rink Boards/Snow					
Perimeter of Rink					
Storage Area					
Equipment					
Garbage Containers					
Signs					
Fencing					
Parking Lot					
Walkways					
Emergency Vehicle Access					
<u>Outhouse</u>					
<b>Notes:</b>					

<b>“Daily” Risk Management Report</b>				
<b>Time</b>	<b>AM</b>	<b>PM</b>	<b>Identify Condition &amp; Corrective Action Taken</b>	<b>Operator (Please Print)</b>
:				
:				
:				
:				
<b>Comments:</b> (Describe any extraordinary circumstances and action taken)				

## **What to do in case of Accident or Incident**

Deal with medical emergencies immediately by calling “911” from the nearest phone.

If a problem arises volunteers should call the appropriate Recreation Department staff at 705-744-2700, during regular working hours or 705-497-6961, after hours. On evenings and weekends volunteers will receive a call back as soon as possible from an on-duty supervisor.

In all cases, be prepared to give the following information:

1. Your name and phone number.
2. The name and location.
3. The problem – as you see it.

**Note:** It is important that all persons involved in maintaining, flooding and operating the rink carefully complete the log sheets documenting the work performed. The log sheets you provide to the Recreation Supervisor will be kept in Municipal files. This documentation, along with completed, signed accident/incident report forms will be maintained for reference should any injury become the basis of an inquiry or legal claim.

**ATTACHMENT 2**

## Outdoor Ice Rink Daily Inspection Form for Volunteers

Date/Time: \_\_\_\_\_ Volunteer Name(s): \_\_\_\_\_

Signature(s): \_\_\_\_\_ Hours Worked: \_\_\_\_\_

ITEM	ACCEPTABLE CONDITION	NATURE OF DEFECT
Perimeter Boards (Snow Clear from top and bottom of boards)		
Ice Surface Condition		
Lighting (on/off and after 5pm only)		
Parking		
Emergency Access (Access to Change Room and Rink – Clear of Snow)		
Other		

**NOTES:**

- 1) A inspection sheet must be completed and left in the designated area in the change room.
- 2) Ice Skating Rink defects shall be reported immediately. Please contact the Municipality of Calvin by e-mail at [fire@calvintownship.ca](mailto:fire@calvintownship.ca) or by telephone at 705-744-2700 or After Hours at 705-497-6961.



## ATTACHMENT 3



# Outdoor Ice Skating Rink

## Rules and Regulations

- Inspect Ice surface prior to use
- Children should be supervised at all times
- Helmets and other safety equipment is strongly recommended
  - Alcohol is prohibited
  - Be considerate of others
- Hours of operation: 7:00am to Midnight

To report dangerous conditions or any damaged equipment,  
please call 705-744-2700 or after hours—705-497-6961

CORPORATION OF THE MUNICIPALITY OF CALVIN

**Resolution**

DATE March 9, 2021

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

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

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

“THAT the Council of The Corporation of the Municipality of Calvin has performed a review of the “Municipality of Calvin - Ice Building and Maintenance Manual” and there are to be no changes made to the attached Municipality of Calvin – Ice Building and Maintenance Manual for this year;

AND FURTHER that the manual shall continue to be reviewed on an annual basis to incorporate any changes that may be required due to changing technology, climate, staff and/or volunteers.

CARRIED \_\_\_\_\_

DIVISION VOTE

<u>NAME OF MEMBER OF COUNCIL</u>	<u>YEA</u>	<u>NAY</u>
<u>Coun Cross</u>	_____	_____
<u>Coun Grant</u>	_____	_____
<u>Coun Maxwell</u>	_____	_____
<u>Coun Olmstead</u>	_____	_____
<u>Mayor Pennell</u>	_____	_____

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

BY-LAW NO. 2021-008

**BEING A BY-LAW TO RENEW AN AGREEMENT BETWEEN THE NORTH BAY AND DISTRICT HUMANE SOCIETY AND THE CORPORATION OF THE MUNICIPALITY OF CALVIN FOR THE DURATION OF JANUARY 1, 2021 TO DECEMBER 31, 2021.**

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 a service agreement with the North Bay and District Humane Society to provide pound keeping services for the municipality.

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

- 1) That the Mayor and the Clerk-Treasurer are designated as the signing officers and are authorized to execute an agreement on behalf of the Corporation of the Municipality of Calvin.
- 2) That “The Service Contract Agreement Between the North Bay and District Humane Society and the Corporation of the Municipality of Calvin” be attached hereto and form part and parcel of this by-law as Schedule “A”

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

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

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

\_\_\_\_\_  
MAYOR

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

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

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

**1. DEFINITIONS:**

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

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

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

**2. THE HUMANE SOCIETY AGREES:**

Shelter:

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

General Service Provision:

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

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

#### Hours of Operation:

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

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

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

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

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

#### Licenses:

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

#### Invoicing:

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

Indemnity:

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

Insurance:

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

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

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

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

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

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

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

**4. DURATION OF AGREEMENT:**

The term of this agreement shall be from the 1st day of January, 2021 to the 31st day of December 2021, inclusive. This agreement may be terminated by either party upon

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

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

FOR THE CORPORATION OF THE MUNICIPALITY OF CALVIN:

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

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

FOR THE NORTH BAY AND DISTRICT HUMANE SOCIETY:

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

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

**MUNICIPALITY OF CALVIN**

**2021CT04 - REPORT TO COUNCIL**

REPORT DATE: March 9, 2021

ORIGINATOR: Cindy Pigeau; Clerk-Treasurer

SUBJECT: 2020 Statement of Council Remuneration and Expenses

---

**BACKGROUND**

The Municipal Act, Section 284 (1) states that the Treasurer shall in each year on or before March 31<sup>st</sup> provide to Council an itemized statement on remuneration and expenses paid in the previous year to each member of council including local boards and members at large to which the member has been appointed.

Section 284 (4) states that despite the Municipal Freedom of Information and Protection of Privacy Act, statements provided are public records.

Please find attached the itemized statement for remuneration and expenses paid to council members for the year 2020.

Respectfully submitted;  
Cindy Pigeau  
Clerk Treasurer



Statement of Remuneration and Expenses For 2020				
Council	Remuneration	Per Diem/Mileage/Cellular Phone Expenses	Total Amount Paid Out in 2020	
Mayor Ian Pennell	\$ 9,150.00	\$ 440.00	\$ 9,590.00	
Councillor Sandy Cross	\$ 7,500.00	\$ -	\$ 7,500.00	
Councillor Dan Maxwell	\$ 6,750.00	\$ -	\$ 6,750.00	
Councillor Heather Olmstead	\$ 6,900.00	\$ -	\$ 6,900.00	
Councillor Dean Grant	\$ 7,050.00	\$ -	\$ 7,050.00	
<b>Total</b>	<b>\$ 37,350.00</b>	<b>\$ 440.00</b>	<b>\$ 37,790.00</b>	

Local Boards				
Board	Members of Council	Remuneration	Per Diem/Mileage	Total Amount Paid Out in 2020
North Bay-Mattawa Conservation Authority	Councillor Dean Grant	\$ 200.00	\$ 175.00	\$ 375.00
	Councillor Dan Maxwell	\$ 375.00	\$ -	\$ 375.00
East Nipissing Planning Board	Mayor Ian Pennell	\$ 300.00	\$ -	\$ 300.00
<b>Total</b>		<b>\$ 875.00</b>	<b>\$ 175.00</b>	<b>\$ 1,050.00</b>

Reference - By-Law 2018-003

CORPORATION OF THE MUNICIPALITY OF CALVIN

**Resolution**

DATE March 9, 2021

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

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

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

“WHEREAS workers in Ontario without paid sick leave often feel forced to work when unwell so they can feed and support their families and are at risk of losing a paycheque or even their jobs if they stay home, and;

WHEREAS the Canada Recovery Sickness Benefit is temporary, not accessible to all and not usable for the crucial first few days of an illness, and;

WHEREAS had legislated paid sick leave been in place before the global pandemic, lives would have been saved because infection rates would have been reduced, and;

WHEREAS the lack of paid sick days has especially hurt Black, Indigenous, workers of colour, women and migrant workers who are over-represented in low-paying frontline jobs with few benefits and a reduced ability to work from home, and;

WHEREAS the Ontario Medical Association, 11 GTHA Mayors and Chairs representing Ontario’s largest municipalities, the editorial board of the Toronto Star, the Toronto Board of Health, the Decent Work and Health Network, the Ontario Nurses Association, and several other professional associations representing thousands of healthcare workers have all called on the provincial government to legislate paid sick days;

THEREFORE BE IT RESOLVED that the City of St. Catharines endorses legislated sick leave and calls on the government of Ontario to permanently legislate universal paid sick days for all workers in Ontario during the pandemic and beyond, regardless of workplace size, type of work or immigration status, and;

BE IT FURTHER RESOLVED that this motion be forwarded to the Premier of Ontario, Minister of Labour, all Regional MPPs, and all Ontario Municipalities.”

CARRIED \_\_\_\_\_

**DIVISION VOTE**

<u>NAME OF MEMBER OF COUNCIL</u>	<u>YEA</u>	<u>NAY</u>
<u>Coun Cross</u>	_____	_____
<u>Coun Grant</u>	_____	_____
<u>Coun Maxwell</u>	_____	_____
<u>Coun Olmstead</u>	_____	_____
<u>Mayor Pennell</u>	_____	_____

CORPORATION OF THE MUNICIPALITY OF CALVIN

**Resolution**

DATE March 9, 2021

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

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

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

“BE IT RESOLVED THAT Council of the Corporation of the Municipality of Calvin fully supports and strongly advocates the province of Ontario to implement the Amber Eight Light System on all school buses for the safety of all students utilizing school buses as a safe access to and from schools;

AND BE IT FURTHER RESOLVED THAT the Corporation of the Municipality of Calvin forward this resolution to MMP Mike Harris Jr., the Minister of Transportation, the Association of Municipalities of Ontario (AMO), the Federation of Northeastern Ontario Municipalities and all municipalities in the District of Nipissing.”

CARRIED \_\_\_\_\_

DIVISION VOTE

<u>NAME OF MEMBER OF COUNCIL</u>	<u>YEA</u>	<u>NAY</u>
<u>Coun Cross</u>	_____	_____
<u>Coun Grant</u>	_____	_____
<u>Coun Maxwell</u>	_____	_____
<u>Coun Olmstead</u>	_____	_____
<u>Mayor Pennell</u>	_____	_____

CORPORATION OF THE MUNICIPALITY OF CALVIN

Resolution

DATE: March 9, 2021

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

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

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

**WHEREAS** the Town of Mattawa, The Municipality of Mattawan, the Township of Papineau-Cameron and the Municipality of Calvin have joined together to create a Community Safety and Well-Being Plan which is a commitment to our residents that we are working together for the betterment of all;

**AND WHEREAS** the Council of the Corporation of the Municipality of Calvin is committed as civic leaders to our community's safety and well-being: A Plan for Collaboration and Action;

**AND WHEREAS** the Council of the Corporation of the Municipality of Calvin is fundamentally supportive of all initiatives that promote and focus on the safety and well-being of our residents and communities as a whole;

**AND WHEREAS** the Community and Safety-Well Being Plan is a Plan that will be sustainable over time, will monitor its residents' pulse and will alter its trajectory to promote a healthy, safe and economically vibrant community;

**AND WHEREAS** the Mattawa and Area Community and Safety-Well Being Advisory Committee was established in 2020 which its goals and objectives are to achieve the ideal state of a sustainable community where everyone is safe, has a sense of belonging, access to services and where individuals and families are able to meet their needs for education, health care, food, housing, income and social and cultural expression;

**AND WHERAS** leading by example and working together is instrumental in the success of any initiative.

**THEREFORE BE IT RESOLVED THAT** Council of the Corporation of the Municipality of Calvin proudly endorses the Mattawa and Area Community and Safety-Well Being Plan as a commitment of our communities working together for the Safety and Well-Being of our residents.

CARRIED \_\_\_\_\_

DIVISION VOTE

<u>NAME OF MEMBER OF COUNCIL</u>	<u>YEAS</u>	<u>NAYS</u>
Coun Cross	_____	_____
Coun Maxwell	_____	_____
Coun Olmstead	_____	_____
Coun Grant	_____	_____
Mayor Pennell	_____	_____

CORPORATION OF THE MUNICIPALITY OF CALVIN

**Resolution**

DATE: March 9, 2021 NO. \_\_\_\_\_

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

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

“That Council hereby authorizes that the Landfill Winter Hours for Tuesdays (1pm to 4pm) and Saturdays (10am to 3pm) will be extended until April 30, 2021.”

CARRIED \_\_\_\_\_

DIVISION VOTE

<u>NAME OF MEMBER OF COUNCIL</u>	<u>YEA</u>	<u>NAY</u>
<u>Coun Cross</u>	_____	_____
<u>Coun Grant</u>	_____	_____
<u>Coun Maxwell</u>	_____	_____
<u>Coun Olmstead</u>	_____	_____
<u>Mayor Pennell</u>	_____	_____

## MUNICIPALITY OF CALVIN

### 2021CT13 REPORT TO COUNCIL

REPORT DATE: **March 1, 2021**  
ORIGINATOR: **Cindy Pigeau – Clerk-Treasurer**  
SUBJECT: **Municipal Insurance Premium**

---

#### **BACKGROUND:**

The premium associated with the renewal as presented is up 13% over the expiring term with a total premium of \$31,837.00. The increase is driven by the current market conditions, primarily affecting the liability and property insurance rates. This increase represents one of the lowest seen during this renewal term according to our provider.

Also, as a result of the current insurance market, there are a few changes from the expiring policy. **Some** of the changes are highlighted below:

#### Liability insurance policy:

Deductible has increased to \$10,000 – This is the new minimum deductible our municipal property insurers will offer. They are no longer willing to offer a \$5,000 deductible. This change is a result of increased small claims driving insurance costs – increasing the deductible will lead to fewer small claims which add up over time. This is being done across the country.

- Cyber exclusion
  - o Cyber losses were excluded before, but the exclusion has been included since separate cyber insurance coverage is available in the insurance market
  - o This was not included in our previous coverage.
- Excluding communicable disease in excess of \$1,000,000. This is a new addition to the policy this year. It was implemented in response to COVID 19. Our insurer was the last of the municipal insurers to implement any COVID restrictions. Rather than exclude COVID completely (as others did), our insurer excluded losses in excess of \$1M, subject to a deductible.
  - o Excluding communicable disease absolutely in respect of:
    - Long Term Care/Senior Care Operations/Care Homes
    - Emergency control centres
    - Medical facilities, testing centres and homeless shelters
- Excluding for profit entities or commercial subsidiaries
- Excluding Directors & Officers for for-profit entities or commercial subsidiaries

#### Property insurance policy

- Deductible has increased to \$10,000
- Flood deductible increased to \$100,000
- Earthquake deductible increased to 15% of total loss or \$250,000, whichever is greater.

#### Volunteer Firefighters Accident Coverage

- Disability benefit increased to \$500

Respectfully submitted;  
Cindy Pigeau  
Clerk-Treasurer

CORPORATION OF THE MUNICIPALITY OF CALVIN

**Resolution**

DATE: March 9, 2021

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

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

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

“That Council has received and reviewed the 2021 - 2022 municipal insurance renewal documents as presented by Municipal Insurance Services Ltd. (M.I.S.) dated February 25, 2021; and notes the increase of 13.0% (\$3757.00) over the previous year and hereby authorizes the Clerk-Treasurer to bind the Premium and Coverage Summary and M.I.S. to proceed to issue and invoice the applicable policy documents.”

CARRIED \_\_\_\_\_

DIVISION VOTE

<u>NAME OF MEMBER OF COUNCIL</u>	<u>YEA</u>	<u>NAY</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**MUNICIPALITY OF CALVIN**

**2021CT14 REPORT TO COUNCIL**

REPORT DATE: **March 3, 2021**  
ORIGINATOR: **Cindy Pigeau – Clerk-Treasurer**  
SUBJECT: **Emergency Control Group Meeting Summary – February 24, 2021**

---

The Emergency Control Group met electronically on Wednesday, February 24, 2021 by Zoom.

In regards to Key Legislation changes – The Stay-At-Home order has been extended until March 8<sup>th</sup> (at the time of the meeting).

Our ice rink has been re-opened to the public with a limit of 5 people on the ice at one time.

The Emergency Control Group duties have not changed in the past two weeks.

There are no changes to the Emergency Response Plan to report.

The Municipal State of Emergency still remains in effect.

Respectfully submitted;  
Cindy Pigeau  
Clerk-Treasurer



CORPORATION OF THE MUNICIPALITY OF CALVIN

**Resolution**

DATE: March 9, 2021 NO.         

MOVED BY   

SECONDED BY   

“That Council hereby requests that Staff investigate, research and prepare a report regarding the implementation of a Single Stream Recycling Program for our Municipal Landfill.”

CARRIED   

DIVISION VOTE

<u>NAME OF MEMBER OF COUNCIL</u>	<u>YEA</u>	<u>NAY</u>
Councillor Cross	<u>        </u>	<u>        </u>
Councillor Maxwell	<u>        </u>	<u>        </u>
Councillor Olmstead	<u>        </u>	<u>        </u>
Councillor Grant	<u>        </u>	<u>        </u>
Mayor Pennell	<u>        </u>	<u>        </u>

CORPORATION OF THE MUNICIPALITY OF CALVIN

**Resolution**

DATE: March 9, 2021 NO. \_\_\_\_\_

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

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

“That Council hereby authorizes the Fire Chief to have the Breathing Apparatus Bottles tested and refilled in advance of the approval of the 2021 Budget. The estimated cost to have this completed is \$1500.00.”

CARRIED \_\_\_\_\_

DIVISION VOTE

<u>NAME OF MEMBER OF COUNCIL</u>	<u>YEA</u>	<u>NAY</u>
Councillor Cross	_____	_____
Councillor Maxwell	_____	_____
Councillor Olmstead	_____	_____
Councillor Grant	_____	_____
Mayor Pennell	_____	_____

CORPORATION OF THE MUNICIPALITY OF CALVIN

**Resolution**

DATE: March 9, 2021 NO. \_\_\_\_\_

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

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

“That Council hereby authorizes the Fire Chief to have arrange online training for the Calvin volunteer fire fighters in advance of the approval of the 2021 Budget. The estimated cost to have this completed is \$1605.00.”

CARRIED \_\_\_\_\_

DIVISION VOTE

<u>NAME OF MEMBER OF COUNCIL</u>	<u>YEA</u>	<u>NAY</u>
Councillor Cross	_____	_____
Councillor Maxwell	_____	_____
Councillor Olmstead	_____	_____
Councillor Grant	_____	_____
Mayor Pennell	_____	_____

CORPORATION OF THE MUNICIPALITY OF CALVIN

**Resolution**

DATE March 9, 2021

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

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

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

“That the Corporation of the Municipality of Calvin hereby agrees to renew the Agreement with the John Dixon Public Library Board for 2021/22 which allows all residents of the municipality free use of the library facilities for the year.”

CARRIED \_\_\_\_\_

DIVISION VOTE

<u>NAME OF MEMBER OF COUNCIL</u>	<u>YEAS</u>	<u>NAYS</u>
<u>Coun Cross</u>	_____	_____
<u>Coun Maxwell</u>	_____	_____
<u>Coun Olmstead</u>	_____	_____
<u>Coun Grant</u>	_____	_____
<u>Mayor Pennell</u>	_____	_____

Office of the Integrity  
Commissioner

1894 Lasalle Blvd.  
Sudbury, ON P3A 2A4

Tel. 705-863-3306  
Fax. 705-806-4000  
[www.e4m.solutions](http://www.e4m.solutions)

March 4, 2021

Cindy Pigeau  
Clerk-Treasurer  
The Municipality of Calvin  
1355 Peddlers Dr., R.R.#2,  
Mattawa, ON. P0H 1V0

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

**RE: Notice of Integrity Commissioner Report**

Dear Ms. Pigeau,

In accordance with the Municipality's Integrity Commissioner Inquiry Protocol, please provide Council with notice of intent from the Integrity Commissioner to submit a report related to a decision regarding allegations that Councillor Olmstead contravened the Code of Conduct for consideration at the next regular meeting of Council. Additionally, we will be submitting a report to Council requesting that we be given authority to mediate a matter rather than proceed to a preliminary review or inquiry.

Please provide our office with the date of the meeting.

Respectfully,



Peggy Young-Lovelace  
Director/Independent Consultant  
E4m

## Defining Municipal Resolution, Policies and By-laws

Version 2, December 2014

Municipal councils can pass and enact municipal resolutions, policies and by-laws which in turn influences a community's long-term health and well-being.<sup>1</sup> It is important to understand the differences between municipal resolutions, policies and by-laws, as all three can be utilized to create healthy public policy. The purpose of this resource is to identify the differences between the terms and how they are interconnected. This resource may be of interest to health promotion and public health professionals seeking to influence the types of resolutions, policies and by-laws passed and enacted by local municipal councils.

### MUNICIPAL RESOLUTION

#### Definition

A resolution is a record of decisions or wishes of council, and includes routine administrative and management matters such as appointing an auditor.<sup>1,2</sup>

#### Function

- Resolutions often express the municipality's position on various issues or concerns about existing government policy, regulations or funding.<sup>1</sup> For example, a municipal council could resolve to authorize additional funding to support recreation services provided during the summer for vulnerable populations.
- The formalities for adopting a resolution are not as strict as those for passing a bylaw; resolutions are normally submitted as a motion and then adopted by a majority council vote.<sup>1,2</sup>

#### Example

The Chatham-Kent Community Leaders' Cabinet signed a resolution to work together to achieve a better quality of life for everyone in Chatham-Kent. In order to address the health issues of the Chatham-Kent residents, the Cabinet will work jointly across sectors and engage the community to improve and sustain quality of life.<sup>3</sup>

## MUNICIPAL POLICY

### Definition

Municipal policies provide guidance to municipal staff related to how to implement the policy (such as a Community Garden Policy) and/or they govern the actions of the public within municipally-owned facilities (such as a Municipal Alcohol Policy).

### Function

A municipality's Official Plan is likely the most well-known municipal policy. An Official Plan is a statutory document which sets out long-term land use policy for growth and development in a municipality (over a minimum 20-year period).<sup>4</sup> Official Plans incorporate a wide range of social, economic, and environmental conditions. To learn more about types of municipal policies in Official Plans visit:

[http://www.pecounty.on.ca/pdf/HealthyPoliciesforOfficialPlans\\_Final\\_web\\_1.pdf](http://www.pecounty.on.ca/pdf/HealthyPoliciesforOfficialPlans_Final_web_1.pdf)<sup>4</sup>

### Example

The city of Peterborough has a policy in place to support the establishment and operation of Community Gardens on City-owned or managed land. The purpose of this policy is to guide the establishment of sustainable community gardens. The policy statements included describe ways in which the City will demonstrate its support for community gardens and how community gardens will be operated in a safe and fair manner to enhance neighbourhoods.

## BY-LAWS

### Definition

- A by-law is a form of legislation established by local government to resolve issues and address the needs of citizens; legal action can be taken as a consequence of non-compliance.<sup>6</sup> In addition, by-laws govern the actions of all people in the municipality.
- Municipal by-laws cannot interfere with legislation or regulations mandated by provincial or federal governments; however, they can be developed to complement or supersede provincial legislation.<sup>3</sup>
- Municipal councils pass by-laws to address matters that will affect the public, such as access to transit services. Passing a by-law is legislated action.<sup>1</sup>

### Function

- By-laws follow a specific political process for their development. They must go through an approval process (e.g., adopted by a majority council vote) and must be signed both by the head of council or presiding officer and by the clerk, under the seal of the corporation. Many jurisdictions have additional conditions to meet before a by-law can be passed such as getting approval of a provincial ministry or board, or conducting a public meeting.<sup>1</sup>

- By-laws can be considered one way to operationalize overarching municipal resolutions and policies. For instance, zoning by-laws operationalize Official Plan policy statements and provide for its day-to-day administration.
- By-law development efforts could include submitting a resolution. For example, a by-law passed by an upper-tier municipality requires the majority of its lower-tier municipalities to pass resolutions that support the by-law.

### **Example**

The town of Cobourg has a Refreshment Vehicle By-law to license, regulate and govern refreshment vehicles within the town. The purpose of this by-law is to protect the health and safety of consumers. As a consequence for non-compliance, individuals who violate any aspect of this by-law are liable to a fine as provided for in the Provincial Offences Act.<sup>7</sup>

### **CONCLUSION**

It is essential that municipal resolutions, policies and by-laws align with each other. For instance, if it can be demonstrated that a potential by-law is clearly linked to a municipal resolution and/or policy (e.g., Official Plan), the probability of it being considered by municipal council can increase. For example, the Township of Mapleton in Wellington County has a resolution that designates local parks as non-smoking areas, demonstrated through signage. The Wellington-Dufferin-Guelph Public Health unit presented the Smoke Free Outdoor Spaces Survey to Mapleton council and recommended that the county pass a by-law for restrictive legislation. The municipal council passed a resolution to receive their report.<sup>8</sup> Another example that demonstrates when a policy was enacted as a by-law is the City of Elliot Lake passed a by-law to adopt the Affordable Access to Recreation, Culture and Transit Policy. This policy promotes affordable and inclusive recreation and cultural programs and transit services for all Elliot Lake residents to participate, irrespective of financial circumstances.<sup>7</sup>



## RESOURCES

To learn more about how to support municipal decision-makers to create healthy communities, visit PHO resources:

- [By-law Development as a Health Promotion Strategy](#)
- [The Eight Steps for Developing a Municipal By-law](#)
- [Policy at a Glance](#)
- [The Eight Steps to Developing a Healthy Public Policy](#)
- [The Eight Steps for Developing a Municipal Alcohol Policy](#)
- [Understanding Municipal Decision-Makers and Influencers](#)

To learn more about how municipalities function and some of the issues faced by municipal decision-makers, visit:

- [Association of Municipalities in Ontario](#)
- [Association of Municipal Managers, Clerks and Treasurers of Ontario](#)
- [Ministry of Municipal Affairs and Housing](#)
- [Federation of Canadian Municipalities](#)

To find out more about scheduled learning events at PHO, please visit:

<http://www.publichealthontario.ca/en/LearningAndDevelopment/Events/Pages/default.aspx>

## REFERENCES

1. Ontario. Ministry of Municipal Affairs and Housing. The municipal councillor's guide. Toronto, ON: Queen's Printer for Ontario; 2010. Available from: <http://www.mah.gov.on.ca/AssetFactory.aspx?did=4965>
2. MacLean MV, Tomlinson JR. A user's guide to municipal by-laws. 2nd ed. Markham, ON: LexisNexis Canada; 2008.
3. Municipality of Chatham-Kent. Office of the Mayor media release –April 5, 2012. Community leaders sign resolution: working together to achieve a better quality of life for everyone in Chatham-Kent [Internet]. Chatham, ON: Municipality of Chatham-Kent; 2012 [cited 2014 July 2]. Available from: <http://www.chatham-kent.ca/Mayor/CommunityLeadersCabinet/Documents/Health%20Signing%20Release%20April%205%202012.pdf>
4. Hastings & Prince Edward Counties Health Unit. Building complete and sustainable communities: healthy policies for official plans [Internet]. Belleville, ON: Hastings & Prince Edward Counties Health Unit; 2012 [cited 2014 July 2]. Available from: [http://forms.hpechu.on.ca/web/images/pdfs/CDIP/050713\\_CDIP\\_Healthy\\_Policies\\_for\\_Official\\_Plans.pdf](http://forms.hpechu.on.ca/web/images/pdfs/CDIP/050713_CDIP_Healthy_Policies_for_Official_Plans.pdf)
5. City of Peterborough, Community Services. Policy: community gardens [Internet]. Peterborough, ON: City of Peterborough; 2013 [cited 2014 July 2]. Available from: <http://www.peterborough.ca/Assets/City+Assets/Corporate+Policy/Documents/Community+Services/Recreation/Community+Gardens+Policy.pdf>
6. City of Calgary. What is a bylaw? [Internet]. Calgary, AB: City of Calgary; c2014 [cited 2014 July 21]. Available from: <http://www.calgary.ca/CSPS/ABS/Pages/School-and-educational-programs/Bylaw-development/What-is-a-bylaw.aspx#>
7. Corporation of the town of Cobourg. By-law no. 86-2009: Being a by-law to license, regulate and govern refreshment vehicles within the Town of Cobourg [Internet]. Cobourg, ON: Town of Cobourg; [cited 2014 July 29]. Available from: <https://cobourg.civicweb.net/Documents/DocumentList.aspx?ID=8449>
8. Raftis P. Public health unit unveils plan for outdoor smoking ban [Internet]. Fergus, ON: The Wellington Advertiser; 2014 [cited 2014 Jul 21]. Available from: <http://www.wellingtonadvertiser.com/comments/index.cfm?articleID=20483>

## AUTHORS

Kim Bergeron  
Health Promotion Consultant  
Health Promotion Capacity Building  
Public Health Ontario

Gobinaa Manoharan  
Practicum Student  
Health Promotion Capacity Building  
Public Health Ontario

## CITATION

Ontario Agency for Health Protection and Promotion (Public Health Ontario), Bergeron K, Manoharan G. Defining municipal resolution, policies and by-laws. Toronto, ON: Queen's Printer for Ontario; 2014.

©Queen's Printer for Ontario, 2014

## DISCLAIMER

This document was developed by Public Health Ontario (PHO). PHO provides scientific and technical advice to Ontario's government, public health organizations and health care providers. PHO's work is guided by the current best available evidence.

PHO assumes no responsibility for the results of the use of this document by anyone.

This document may be reproduced without permission for non-commercial purposes only and provided that appropriate credit is given to Public Health Ontario. No changes and/or modifications may be made to this document without explicit written permission from Public Health Ontario.

## FOR FURTHER INFORMATION

Health Promotion Capacity Building, Health Promotion, Chronic Disease and Injury Prevention  
Email: [hpcb@oahpp.ca](mailto:hpcb@oahpp.ca)

---

## PUBLIC HEALTH ONTARIO

Public Health Ontario is a Crown corporation dedicated to protecting and promoting the health of all Ontarians and reducing inequities in health. Public Health Ontario links public health practitioners, front-line health workers and researchers to the best scientific intelligence and knowledge from around the world.

For more information about PHO, visit [www.publichealthontario.ca](http://www.publichealthontario.ca).

Public Health Ontario acknowledges the financial support of the Ontario Government.

