

April 9, 2021

NOTICE OF REGULAR MEETING

To: Mayor and Council

The Regular Meeting of Council will be held **electronically** at 7 p.m. on Tuesday April 13, 2021.

Please note that a Closed Portion has been scheduled during this meeting as per the Municipal Act, Section 239(2)(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose - regarding Stewarts Road.

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 April 13, 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** Antoine Boucher, Municipal Engineer
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 Tuesday, March 23, 2021
 - B) Minutes of Council Meeting Adopt Minutes of Tuesday, March 16, 2021
 - C) Minutes of Council Meeting Adopt Minutes of Thursday, March 18, 2021
 - D) Minutes of Council Meeting Adopt Minutes of Tuesday, April 6, 2021
 - E) By-Law #2021-010 Adopt Council Vacancy Policy
 - F) Municipality of Calvin – Council Accept Expertise for Municipalities (E4M) Council Leadership
Development & Staff Relations Strategy “Go Forward Strategy”
 - G) By-Law #2021-009 By-Law to enter into agreement with Office of the Fire Marshal
for Training Grant
 - H) District of Nipissing Administration Board
(DNSSAB) Approval of changes to DNSSAB – Procedural By-Law &
General Business By-Law
 - I) Report from Clerk-Treasurer 2021CT21 Report to Council – Boundary Road Agreement with
Papineau-Cameron
 - J) Municipality of Calvin – Administration Community Safety and Well Being Plan – Split for Expenses
 - K) Municipality of Calvin – Administration Support Motion for Nipissing District Homelessness and House
Partnership (NDHHP)
 - L) North Bay Parry Sound District Health Unit Support Motion for Vaccine Distribution for Health Units that
are still in Phase 1

- M) North Bay Mattawa Conservation Authority 2021 "ASK" Contribution
- N) Municipality of Calvin Support Motion for Carbon Tax for Primary Ag Producers
- O) Report from Clerk-Treasurer 2021CT20 Report to Council – Emergency Control Group Meeting Summary
- P) By-Law #2021-011 Road Use Agreement with Matthew and Tara Bridgen
- Q) Municipality of Calvin – Educational Municipal World – CyberSecurity and Local Government Part 2
[https://www.municipalworld.com/podcasts/cybersecurity-and-local-government-part-2-henry-awere/?utm_source=Podcast+Alerts&utm_campaign=464c54afaa-MW_SHARES_Henry-Awere-Pt2-Mar24&utm_medium=email&utm_term=0_518d1d6fe3-464c54afaa-67368358&ct=t\(MW_SHARES_Henry-Awere-Pt2-Mar24\)](https://www.municipalworld.com/podcasts/cybersecurity-and-local-government-part-2-henry-awere/?utm_source=Podcast+Alerts&utm_campaign=464c54afaa-MW_SHARES_Henry-Awere-Pt2-Mar24&utm_medium=email&utm_term=0_518d1d6fe3-464c54afaa-67368358&ct=t(MW_SHARES_Henry-Awere-Pt2-Mar24))
- R) Municipality of Calvin – Educational Resilience and Public Engagement are key to the future

7. INFORMATION LETTERS

- A) Office of the Solicitor General OPP Detachment Boards under the Community Safety and Policing Act, 2019 (CSPA)
- B) Association of Municipalities of Ontario (AMO) AMO Policy Update-Long-Term Care Modernization and Expansion, Asset Management Plan Timelines Extended and Age-Friendly Community Planning
- C) Tribunals Ontario – Assessment Review Board Appeals Resolution Strategy – 2021 Taxation Year
- D) Town of Plympton-Wyoming Colour Coded Capacity Limits
- E) Town of Plympton-Wyoming Town of Gravenhurst Resolution – Ontario Fire College
- F) Town of Plympton-Wyoming Carbon Tax for Primary Agriculture Producers
- G) Municipality of Grey Highlands Ontario Fire College Closure
- H) Niagara Region Motion Respecting Homelessness, Mental Health and Addiction in Niagara
- I) Association of Municipalities of Ontario (AMO) AMO Policy Update-OPP Detachment Board Composition Process, Personal Support Worker Temporary Pay Extended and By-Name Lists
- J) Ministry of Finance Ontario Cannabis Legalization Implementation Fund (OCLIF)
- K) Town of Fort Erie City of Sarnia – Advocate the Province of Ontario to Adjust the Capacity Limits as part of the Covid 19 Colour Coded System
- L) Town of Fort Erie Township of Brock – Cannabis Licencing and Enforcement
- M) Town of Fort Erie Niagara Region – Amend Bill 197, Covid 19 Economic Recovery Act, 2020

N)	Town of Fort Erie	Niagara Region – Homelessness, Mental Health and Addiction In Niagara
O)	Town of Fort Erie	Town of Lincoln – McNally House Hospice’s Life in Every Moment Campaign
P)	Township of Edwardsburgh Cardinal	Ontario Fire College Closure
Q)	City of Owen Sound	Support for West Grey Resolution – Municipal Insurance Rates
R)	Association of Municipalities of Ontario (AMO)	AMO Policy Update-Provincial Budget Highlights + Bill 257 Referred to Committee
S)	The Township of Pickle Lake	Election Qualification
T)	Association of Municipalities of Ontario (AMO)	AMO Policy Update-Federal Gas Tax and Updated Covid-19 Regulations
U)	Town of Kingsville	Bill C-21, An Act to amend certain Acts to make certain consequential amendments (firearms)
V)	Covid 19 Vaccine Distribution Task Force	Covid 19 Vaccine Update
W)	Town of Orangeville	Withdrawal of Schedule 3 from Bill 257
X)	Ministry of Environment, Conservation and Parks	Vice Chair Appointments for the North Bay Mattawa Conservation Authority
Y)	The Town of Cochrane	MeeQuam Youth Residence Closure
Z)	Municipality of West Nipissing	Vaccine Allocation
A1)	Township of Shuniah	Vaccine Allocation
B1)	Township of Shuniah	Ontario Fire College Closure
C1)	Ministry of the Solicitor General	Emergency Management and Civil Protection Act Compliance
D1)	City of Kitchener	Timelines for Planning Act Applications
E1)	Municipal Property Assessment Corporation	Aggregate Resources Act Regulation Changes
F1)	Tribunals Ontario – Assessment Review Board	Electronic Document Format and Filing Requirements Guideline
G1)	Township of Hudson	Support for Fire Departments
H1)	Association of Municipalities of Ontario (AMO)	AMO Policy Update-Provincial Covid 19 Lock Down, Water Taking Changes and Long Term Care Medication Safety
I1)	Nipissing Mental Health – Housing Support Services	Nipissing Mental Health Housing & Support Services now to become a Canadian Mental Health Association branch in June 2021

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|------------|---|--|
| J1) | Town of Caledon | Ontario Fire College Closure |
| K1) | Town of Caledon | Support for 988, A Three Digit Suicide and Crisis Prevention Hotline |
| L1) | Township of Ryerson | Vaccine Allocation |
| M1) | Municipality of Magnetawan | Vaccine Allocation |
| N1) | Township of Lake of Bays | Colour Coded Capacity Limits |
| O1) | North Bay Mattawa Conservation Authority | 2021 Budget and Levies |
| P1) | Town of Mattawa | Community Safety and Well Being Plan Split |
| Q1) | Bell Canada | Update on UBF Application and Request for further Support |
| 8. | INFORMATION LETTERS AVAILABLE | MPAC 2020 Annual Report –
https://annualreport.mpac.ca/2020-annual-report |
| 9. | OLD AND NEW BUSINESS | |
| 10. | ACCOUNTS APPROVAL REPORT | |
| 11. | CLOSED PORTION | This Closed Meeting of Council has been called by Mayor Pennell under the <i>Municipal Act, 2001</i> , ch. 25, Section 239 (2) (f) -advice that is subject to solicitor-client privilege, including communications necessary for that purpose – regarding Stewarts Road. |
| 12. | BUSINESS ARISING FROM CLOSED SESSION | |
| 13. | NOTICE OF MOTION | |
| 14. | ADJOURNMENT | |

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

Dear Mayor Pennell and Members of Council:

REPORT LETTER - Stewarts Road

Council requested a review of the Municipality's options regarding the property known as Stewarts Road directly south of Homestead Road.

Background:

The following background information has been collected and communicated by staff:

1. Stewarts Road was historically a Seasonally Maintained Road owned by the Municipality up to Stewarts Bridge where it changes to a Private Road;
2. At 30m there is a first entrance to a seasonal camp dwelling also fronting Homestead Road.
3. At 145m there is a secondary farm access driveway to the east for a property with access to Homestead Road;
4. At 262m and 325m there are two entrances servicing one property;
5. At 680m the road becomes a forced road for approximately 330m as it follows a tributary to Pautois Creek swerving westerly;
6. At 900m along the forced portion of the road there is a second residential entrance to the west;
7. At 980m along the forced portion of the road, the road crosses the creek at Stewarts Bridge;
8. At 1550m the road becomes a forced road for less than 200m;
9. The end of the road is at 1.83km where it swerves westerly and services a camp on Lauder Township.

Present practice;

1. There are presently five (5) properties with access to Stewarts Road, two (2) are year-round residences with their only access being Stewarts Road, one (1) is a year-round residence with an entrance on Homestead Road, one (1) seasonal dwelling also fronting Homestead Road and one (1) vacant lot with only access via Stewarts Road.
2. Before the south limit, there is one laneway that provides access to one (1) property outside the boundary limit and a trail providing access to vacant land on Lauder Township;
3. Stewarts Road has historically been snowplowed by the adjacent homeowner during winter to provide access up to their respective driveways;
4. Stewarts Road has historically been maintained by the Municipality in the summer as a Seasonal Road;
5. The Municipality has never passed a by-law establishing it as a Municipally Maintained Road;
6. The landowner at 183 Stewarts Road is asking the Municipality to provide winter maintenance.

General Comments

For the purposes of this opinion report letter, Stewarts Road can be divided into 2 portions: firstly, the northern section that connects with Homestead Road along Concession 2, that portion of about 890m. Secondly, the southern section along Concession 1. Both sections are located between lots 10 and 11 and include some irregular portion of about 530m, which consists of the forced road. .../2

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Typically, the straight portion of Stewarts Road is considered to be called a “highway” within the definition set out in s. 26 of the Municipal Act, 2001, because it is a road allowance made by crown surveyors and located in a Municipality. Although unlikely, the Municipality should be able to confirm if this road allowance has ever formally been closed.

Although not clear at this time, it is assumed that the irregular portion of Stewarts Road is owned by the Municipality. That portion is considered a forced road and the Municipality should investigate if they have full ownership of such land, this may be easily confirmed during the proposed survey work.

Potential for Liability:

In the event of an accident, there is some risk to the Municipality since the road is located on a Municipal Road Allowance that is assumed to never have been closed.

Although it is not always obvious to obtain a clear answer on this question, staff should seek advice from the Municipality’s insurer as to whether or not the Municipality would have coverage for an accident on Stewarts Road.

Options in addressing the present road status:

There are three main options that Council could pursue:

1. Do nothing;
2. Close Stewarts Road; or
3. Upgrade Stewarts Road to Municipal Standards.

1. Do Nothing

This option would maintain the status quo. Each homeowner would continue to snowplough up to their respective driveways. This option is based of the following facts:

- a) The existing road width is sub-standard and does not meet the minimum requirements;
- b) The Municipality would continue to consider Stewarts Road a Seasonally Maintained Road for the first part and as a Private Road for the second part;
- c) the Municipality would simply continue its existing practice of summer maintenance only;

2. Close Stewarts Road

This would require the Municipality to formally pass a by-law closing the straight portion of Stewarts Road, and blocking access. This would have the effect of rendering the lots on Stewarts Road land locked. This would obviously be unacceptable by the owners of those lots and would lead to claims against the Municipality. It is therefore not a recommended option for a road allowance presently in service.

3. Upgrade Stewarts Road to Municipal Standards

This option would fulfil the request made by the resident at 183 Stewarts Road and would allow the Municipality to pass a by-law assuming Stewarts Road as a Yearly Maintained Road once it meets proper standards. The road would have to be surveyed, encroachments resolved via land transfer, the Municipality would ensure maintaining 33ft of ownership both side of the future road centerline.

This would also require the creation of a proper turn-around preferably within Concession 2. The physical location of the turn-around would be better located on the east side of the road allowance, where it is presently semi located, however, the land on that side may not belong to 183 Stewarts Road. In such case, it might be preferable to consider locating the turn-around on the west side. This would be determined during the survey work as part of the design process and would require a severance.

A site visit was completed and the average road width was established to be 5.5m side, although narrower in some area. In order to bring this road to standard, it would have to be widened, culverts would need to be extended and the ditch line would need to be shifted away from the road where the widening occurs. The following standard, based on MTO guidelines is recommended for this road.

GEOMETRIC DESIGN STANDARDS FOR SECONDARY HIGHWAYS (6% SUPERELEVATION)

Design Speed	Design Year Traffic Volume		Max Grade	Width (metres)			Minimum Curves			Minimum Stopping Sight Distance
							Horiz.	Vertical		
km/h	AADT	DHV	%	Lane	Shoulder	Rounding	Radius (m)	K-Crest	K-Sag	m
50	400-1000	60-150	-	-	-	0.50	90	8	15	65
	<400	<60	12	2.75	1.00 (C)					

The above table provides the geometric design standards for the lowest class or road in Ontario. This standard is recommended with the assumption that the posted speed for this road would be reduced to 40km/hr, that is a 10km/hr below the design speed. The AADT will remain below 400. Furthermore, the proposed shoulder may be dropped to 0.5m based on the assumption that truck traffic will remain very low and that the Municipality does not anticipate to pave this road within the next 20 years. Therefore, the minimal road standard for Stewarts Road would be 2x2.75m+0.50m+0.50m or 7.5m wide (24.5ft). Based on this standard, a 2.0m widening is required to meet the minimal provincial geometric standard.

A preliminary cost estimate of carrying out this option has been determined as \$165,000 with the assumption that the work would be contracted out. The estimate can be broken down as follows:

i)	Survey, Design, Inspection:	\$ 16,500.00
ii)	Culvert Replacement (x4):	\$ 17,000.00
iii)	Widening Cost (2m); brushing, stripping, granular, ditching:	\$ 116,500.00
iv)	Contingencies (10%)	\$ 15,000.00
	TOTAL:	\$ 165,000.00

Cost recovery;

This cost is relatively significant. In the event that Council be willing to pursue this option, the cost recovery for this upgrade may be dealt as follows:

1. Fund the work as a local improvement by imposing special charges on the lots that abut the road or benefit from the improvement;
2. Fund the work through the Municipality's capital budget; or
3. Some combination of 1 and 2.

Local improvement charges are governed by O. Reg. 586/06. That regulation provides a detailed process through which the Municipality could fund the required work as a local improvement. A general summary of the process is as follows:

1. The Municipality would notify the public and the owners of the lots that would be charged with the proposed local improvement. The notice would include information on the estimated cost and the proposed distribution of these fees to each land owner;
2. Persons who are opposed to the local improvement would have 30 days to provide a petition to the Municipality. Depending on the percentage of petition against the project, the Municipality may not carry out the proposed local improvement for a period of 2 years, unless the approval of the LPAT (previously OMB) is obtained;
3. Costs are generally imposed on abutting lots based on frontage. However, there is a good deal of flexibility in imposing costs, such that lots fronting on Stewarts Road could be divided into different categories and charged different frontage rates. The Municipality can also reduce (or eliminate) the share payable by lots that are not buildable or that otherwise will not benefit from the proposed work. There is also flexibility as to the timing of payments.
4. Before charges are actually imposed, the Municipality has to prepare a statement of cost certified by the engineer and treasurer of the municipality, a local improvement roll, may appoint a committee of revision to allow corrections;

This is an onerous legislated process for the Municipality that grants them the ability to impose substantial costs on private landowners to carry out road improvements. All associated costs to the Local improvement process are not provided in this report and would be above the estimated costs provided herein.

Recommendation;

The following recommendation provides a sense of directive in regards to the next step moving forward with this project. It is further understood that the local improvement approach can be complex, however there are some preliminary works that could take place and would assist in identifying the concerns and proposing resolutions, preparing a shovel ready design plan and providing a detailed cost estimate. The associated cost for this work is identified within item i) of the estimate breakdown.

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In doing so, the first recommendation would be to authorize a detailed survey work. This will determine the physical location of the road, ditches in relationship to the Road Allowance. It will establish if the road is centered and if the widening can be completed as planned without any encroachment on private property. It will also allow to prepare a design for the proposed work, better study the intersection for sightline, grade raise and evaluate the cross sections and prepare a more accurate quantity breakdown.

The survey work will also determine the preferred location for the turn-around. It will confirm if we can proceed with a road improvement within Concession 2 only, while providing services to 183 Stewarts Road, without doing any improvement on the portion of Stewarts Road located on Concession 1. Upon completion of the design work, the need for land acquisition will be identified.

A discussion in regards to creating a one-foot reserve along some existing property could be discussed. Creating a one-foot reserve prohibits fronting properties to have access to the existing road, unless the reserve is lifted. In such a case, there may be a fee established for lifting such reserve. This fee may contribute to the improvement cost, and may be requested in the event that an adjacent lot be severed. Upon completion of the design, a recommendation on the one-foot reserve may be provided.

A better evaluation of the culverts should also be performed. The four (4) culverts would need to be extended. It is however not best practice to extend culverts a few meters, therefore it may be necessary to replace them altogether, this can be established and/or completed in advance of the project.

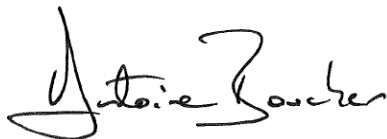
Further discussion regarding Stewarts Bridge is warranted. At the present time, the deck is made of timber and this bridge does not have the structural strength to service heavy loads. It may warrant a weight restriction study and a by-law to adopt and post the restriction.

A review of the road signage is also necessary, in doing so it will identify needs and how to address the two classes of road understanding that the portion along Concession 1 will remain Privately Maintained.

Conclusion;

I trust the above report provides a clear and useful overview of the preliminary costs and options that are available for Council to consider. Should Council have more specific question or would like to discuss this matter in further details, I would be available to attend a special meeting at their convenience.

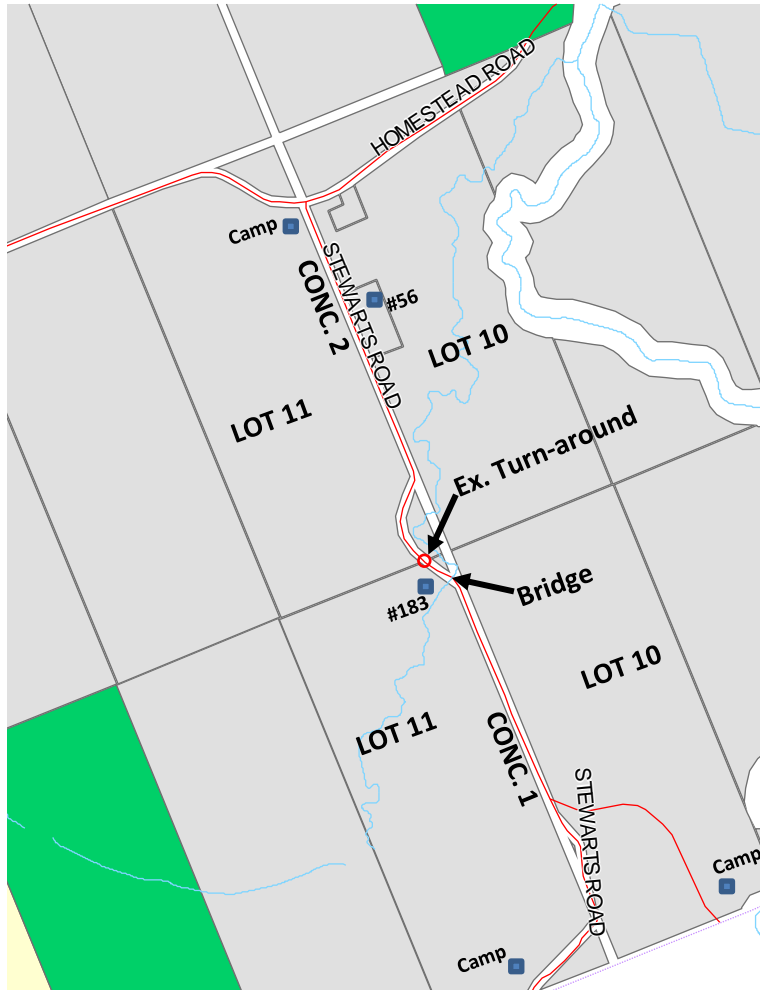
Yours truly,



Antoine Boucher, P. Eng.
Acting Municipal Engineer

Attached: 1) GIS map and imagery – Stewarts Road
 2) Stewarts Bridge info

GIS MAP AND IMAGERY – STEWARTS ROAD



STEWARTS BRIDGE INFO

Stewart Bridge – Timber Girder - BCI (2018) 75

Full Replacement Cost Estimate existing geometry:	\$208,000
Full Replacement Cost Estimate Current Standard geometry:	\$388,000
Proposed Inspection Rehabilitation (Barrier)	\$ 78,500

Some pictures from the Road Bridge Study showing the approach, timber beams and wood deck.



Photo 1 Structure from east approach



Photo 2 Structure from west approach



Photo 5 North elevation



Photo 6 South elevation

MUNICIPALITY OF CALVIN

REPORT TO COUNCIL

REPORT DATE: CW 04/08/21

PREPARED BY: Roads Superintendent – Chris Whalley

SUBJECT: Roads Report – Roads Department

April 13th 2021

Council Report

1. In early April we finished digging out culvert ends and finished plowing out ditches with the backhoe and grader, on our yearly maintained roads.
2. On Thursday March 11th it turned very mild during the day. It was +17C with winds up to 60 km/h. By 1 pm Peddlers drive west of Brule Road and was starting to flood across the road and the water was rising fast. Although traffic was still able to get through, the surface of the road was starting to wash away. We decided the only way to keep Peddlers drive open was to install a cross culvert on top of the road, and cover it over with A gravel. We reduced the traffic to one lane with Yield to Oncoming Traffic signs. We then had to set up with flashing lights and marker cones for the night as it was approaching dark. We had several other calls of flooding where the ice had flowed down stream and was plugging up the entrance to the cross culverts on Galston Road and Homestead Road. We dealt with the flooding with the best of our ability. I called on the fire department to assist in traffic control. Unfortunately the fire department was called out to, two separate structure fires the same evening. We worked on the roads until 9 pm that night. We had every marker cone, flashing amber beacons and signs out on the roads that we had. At 5 am the next morning we were back out checking the roads again. There was a small washout on Homestead Road on the south side, and we had it repaired by 9 am. There was also a few big trees down on Donald's Road and Bronson Road with a lot of debris and branches on other roads throughout the twp. The water levels had receded significantly and was back to normal levels by that morning. We then dug out the cross culvert on Peddlers Drive, graded off the 4 loads of A gravel hauled in to cover the culvert, and cleaned up the signs,
3. On Monday March 15th we installed the Load Restriction signs, and I expect them to be up until around May 21st pending weather conditions.
4. We had a few sink holes at the cross culverts on Homestead rd. The culverts are lifted by the frost in the winter and allows water to washes through under the culverts as the roads thaw out during the spring. The culvert then falls and creates a sink hole

above the culvert. This can happen fairly quickly, I had graded over the culvert on Homestead road, and within 2 hours, I received a call that this same culvert had fell in creating a large sink hole. I immediately went back with the grader and filled the sink hole in.

5. On March 23 we removed the wing off the grader and attached the windrow eliminator. We have been grading almost every day, taking care of pot holes and frost heaves. Grading regularly at this time of year helps to dry the surface of the gravel roads and bring out the frost.
6. We have almost completed the sweeping of the winter sand off the main road hard surface. We just have from the garage to the corner of Galston road to finish. We try to sweep the sand at each intersection to one or two piles where we can pick it up with the backhoe. This material will then be hauled to the landfill and used for cover.
7. I have ordered in and received new brushes for the sweeper, and are installed on the sweeper ready to go. I ordered the brushes from Brant Tractor at a cost of \$1253.00.
8. I've also ordered in 25 new 70 cm marker cones with Calvin Twp lettering on them along with some more traffic control signs and barricades at a cost of approximately \$2500.00.

Chris Whalley
Roads Superintendent
Municipality of Calvin

Municipality of Calvin Fire department monthly report

Report Date: Mar ,2021

Originator: Dean Maxwell-Fire Chief

Responded Alarm's

Mar,11,21/ 15:46 Automatic aid Pap-Cam Garage fire.

Mar,11,21/17:50 Automatic aid Pap-Cam House fire 1779 Papineau rd.

Meeting nights/Training_

Mar,4,21/ Meeting night:Wash trucks/Clean fire hall.

Mar,11,21/ Meeting night:Meeting cancelled/Out on calls .

Mar,18/ Meeting night:Reload hose on pumper/Service gear.

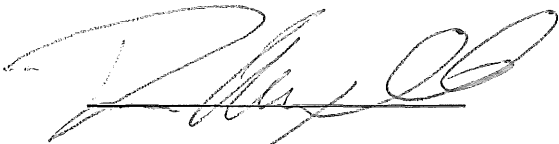
Mar,25,21/ Meeting night:Debrief calls/Run power units .

Fleet Stauts report

All trucks are running good.

Chief's Report

First round of SCBA bottles are done and the second half is in for service.



Dean Maxwell



Cindy Pigeau

**MUNICIPALITY OF CALVIN
REPORT TO COUNCIL
Recreation, Cemetery, Landfill JG2021-10**

REPORT DATE: 08/04/2021
PREPARED BY: Jacob Grove; Landfill, Cemetery, Recreation Manager
Municipal Enforcement Officer
SUBJECT: Council Report

Recreation

Work on the dock sections has been completed and the dock was installed at the Smith Lake boat launch.

The lawn equipment has been brought out of storage and is being prepared for the summer.

The rink lights were turned off March 25th for the season.

Landfill

The electronics contract has been set up with Electronic Products Recycling Association (E.P.R.A.). On March 18th we received the new electronic bins and have filled two with the materials on site.

There was a building demolition received at the landfill on March 19th. The material was sorted on March 22nd in an attempt to divert some of the wood.

Cemetery

There is one burial booked for June 5th.

Municipal Enforcement

There were 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, POH 1V0

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

building@calvintownship.ca • www.calvintownship.ca

BUILDING REPORT

MONTH March 2021

1. NUMBER OF PERMITS ISSUED	4
2. TOTAL MONTHLY VALUE	\$49,190
3. TOTAL FEES COLLECTED	\$570
4. TOTAL BUILDING VALUE TO DATE	\$51,190
5. TOTAL FEES COLLECTED TO DATE	\$570

COMMENTS:

Permit: 02-2021	Type: Storage Building	Value: \$30,000	Fee: \$490
03-2021	Demolition	\$7,590	\$75
04-2021	Animal Shelter	\$5,800	\$160
05-2021	Animal Shelter	\$5,800	\$160

NOTES: Permit 01-2021 from Jan. was paid for-Fee collected \$100

Permit 24-2020 granted occupancy-Fee collected \$75

Permit 02-2021 was not picked up and no fee collected

SHANE CONRAD
CHIEF BUILDING OFFICIAL

CORPORATION OF THE MUNICIPALITY OF CALVIN
MINUTES OF THE REGULAR COUNCIL MEETING TUESDAY, MARCH 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 Heather Olmstead, Roads Superintendent, Chris Whalley, Recreation, Landfill and Cemetery Manager, Jacob Grove and Clerk-Treasurer, Cindy Pigeau.

Regrets: 0
Guests: Peggy Young-Lovelace, E4M Solutions Inc.
Tammy Albers, E4M Solutions Inc.
Sean Sparling, ISN Network Solutions Inc.
Jamie Appleton, ISN Network Solutions Inc.

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

PECUNIARY/CONFLICT OF INTEREST: None

PRESENTATIONS/DELEGATIONS: None

A report from Expertise for Municipalities (E4M) Solutions Inc was to be presented as per the notification however, Ms. Peggy Young-Lovelace, decided not to present the report as there are other issues of concern that needed to be brought to Council's attention. Ms. Young-Lovelace explained that complaints have been received for all Members of Council to date with the exception of the Mayor, a number of them over the past weekend. E4M does not want to waste tax payers' money and therefore will not be performing any further investigations that appear to be retaliatory in nature or disrespectful. They would like to work with Council to help the Council to be a more effective and well-functioning government. It was suggested that E4M can perform one on one interviews, hold group sessions and training for Council.

2021-069 AMENDMENT TO AGENDA

Moved by Coun Cross and seconded by Coun Maxwell that Council hereby authorizes the following amendments to the March 23, 2021 agenda:

- | | | |
|-----|---|--|
| A1) | Municipality of Calvin | Amendment to Agenda |
| K) | Municipality of Calvin – Administration | Participation in Expertise for Municipalities (E4M) Human Resources Project |
| O) | Municipality of Calvin – Council | Rescind Resolution No. 2018-162 – Members of the Workplace Respect Committee (WRC) |
| P) | Municipality of Calvin – Council | Appoint Members to the Workplace Respect Committee (WRC) |
| Q) | Municipality of Calvin – Council | Suspend Notice Time Provisions for Workplace Respect Committee (WRC). |

Recorded Vote as per Electronic Meeting Best Practices

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

2021-070 MINUTES OF REGULAR COUNCIL MEETING

Moved by Coun Olmstead and seconded by Coun Maxwell that the minutes of the regular meeting of Council held on Tuesday, March 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 Yea

Mayor Pennell Yea

Carried

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

Moved by Coun Cross and seconded by Coun Olmstead 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

Councillor Cross Yea

Councillor Maxwell Nay

Councillor Olmstead Nay

Mayor Pennell Nay

Defeated

2021-071 DECLARATION OF COUNCIL SEAT VACANCY

Moved by Coun Olmstead and seconded by Coun Maxwell that Council hereby declares a Council Seat Vacant as per the Municipal Act 2001, c. 25, s 259(1)(d) due to the resignation of Councillor Dean Grant from his position as Councillor for the Corporation of the Municipality of Calvin under Section 260 (1) of the Municipal Act, 2001, S.O. 2001, c. 25.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Cross Yea

Councillor Maxwell Yea

Councillor Olmstead Yea

Mayor Pennell Yea

Carried

2021-072 FILLING VACANT SEAT ON COUNCIL

Moved by Coun Cross and seconded by Coun Olmstead that Council has declared a Vacancy on Council at their regular meeting of March 23, 2021 as per the Municipal Act 2001, c. 25 s. 259 (1)(d), as a result of Mr. Dean Grant resigning from his position as a member of Council, and further; That the Municipal Act 2001, c. 25, s.263 (5) provides the rules for filling vacancies, and further; That as per the Municipal Act 2001, c. 25, s. 263 (5)1.i Council hereby resolves that it will

fill the vacancy by appointing a person who has consented to accept the office if appointed, and that the appointment will move to a call for Expressions of Interest from those qualified to hold office as a member of Council in the Municipality of Calvin, followed by an interview by Council of those submissions qualified, followed by the final selection after those interviews at the sole discretion and decision of Council.

Recorded Vote as per Electronic Meeting Best Practices

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

2021-051 BEING A BY-LAW TO ENTER INTO AN AGREEMENT BETWEEN THE NORTH BAY & DISTRICT HUMANE SOCIETY AND THE CORPORATION OF THE MUNICIPALITY OF CALVIN

By-law 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. This By-law received the 3rd and final reading on Tuesday, March 23rd, 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 Yea
Mayor Pennell Yea
Carried

2021-073 EXPERTISE FOR MUNICIPALITIES (E4M) HUMAN RESOURCES POLICIES PROJECT

Moved by Coun Olmstead and seconded by Coun Cross that Council would like to participate in the Expertise for Municipalities (E4M) Human Resources Policies Project and hereby authorizes the Clerk-Treasurer to inform E4M of our request for participation.

Recorded Vote as per Electronic Meeting Best Practices

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

2021-074 APPLICATION FOR CONSENT NO. 2021-03 – WARAM/BERGERON

Moved by Coun Maxwell and seconded by Coun Olmstead that WHEREAS an application for Consent No. 2021-03 in the name of Waram/Bergeron has been filed with the East Nipissing Planning Board on land known as Concession 4 Lot 18, Municipality of Calvin, to create one (1) new residential lot of approximately 25 ac., the municipal address being 1446 Peddlers Dr., which is a year round maintained municipal road; NOW THEREFORE the Council of the Municipality of Calvin RESOLVES that:

1. It is recommended that the East Nipissing Planning Board give provisional consent to this application, and;
2. The Public Works Superintendent must be contacted for entrance permit and for locate of entrance on the proposed new lot.
3. A copy of the completed survey for the new residential lot shall be provided to the municipality, in both digital format and hard copy, and;
4. That the 5% Cash in lieu shall apply to the newly created lot and is payable in full to the municipality as a requirement of consent.

Recorded Vote as per Electronic Meeting Best Practices

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

2021-075 SUPPORT FOR CHILDCARE

Moved by Coun Olmstead and seconded by Coun Cross that be it resolved that the Council of the Corporation of the Municipality of Calvin supports the resolution from the Town of Carleton Place requesting the Government of Ontario to:

- a. Prioritize children and childcare as part of its overall post pandemic recovery plan;
- b. Develop, adequately fund and release publicly a comprehensive plan that can support facilities through the provision of licensed childcare and early learning education; and
- c. Provide increased funding to childcare provides reflective of COVID-19 operating cost increases to ensure a safe reopening and long-term sustainability for the sector.”

Recorded Vote as per Electronic Meeting Best Practices

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

2021-076 WORKPLACE RESPECT COMMITTEE

Moved by Coun Maxwell and seconded by Coun Cross that Resolution No. 2018-162 passed on December 11, 2018 concerning the Members of the Workplace Respect Committee (WRC) be hereby rescinded.”

Recorded Vote as per Electronic Meeting Best Practices

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

2021-077 APPOINTMENTS TO WORPLACE RESPECT COMMITTEE

Moved by Coun Maxwell and seconded by Coun Cross that WHEREAS the Municipality of Calvin is currently involved in a number of confidential employment related proceedings; AND WHEREAS one or more members of Council are directly involved in those proceedings; AND WHEREAS Council will need to provide some direction regarding the proceedings and will need to receive reports regarding the same by way of the Workplace Respect Committee (WRC); BE IT RESOLVED THAT Council appoint the following members of Council to the Workplace Respect Committee (WRC) pursuant to By-Law No. 2010-020, effective immediately;

1. Mayor Pennell
2. Councillor Cross
3. Councillor Maxwell

Recorded Vote as per Electronic Meeting Best Practices

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

2021-078 SUSPENSION OF NOTICE

Moved by Coun Olmstead and seconded by Coun Maxwell that Council hereby suspends the notice time provisions of By-Law No. 2008-008 – commonly called “The Procedural By-Law for Notice of Committee Meetings, specifically for the Workplace Respect Committee, when dealing with the confidential statutory investigation. For clarity, Notice of Committee Meetings will still be provided but the time provisions for that notice does not apply.

Recorded Vote as per Electronic Meeting Best Practices

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

2021-079 DISBURSEMENTS

Moved by Coun Cross and seconded by Coun Maxwell that the disbursements dated March 18, 2021 in the amount of \$30,760.59 and March 23, 2021 in the amount of \$134,867.63 be hereby authorized and passed for payment.

Recorded Vote as per Electronic Meeting Best Practices

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

2021-080 CLOSED PORTION

Moved by Coun Cross and seconded by Coun Maxwell that this portion of the meeting be now closed under the Municipal Act, 2001, as per Section 239 (2)(b) personal matters about an identifiable individual, including municipal or local board employees and Section 239 (2) (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose - for the purposes of considering confidential workplace matters.

Recorded Vote as per Electronic Meeting Best Practices

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

Council moved to a Closed Portion at 8:30 pm. Council returned to the Public Portion of the meeting at 10:14 pm.

2021-081

Moved by Coun Maxwell and seconded by Coun Cross that Be It Resolved that the Council for the Corporation of the Municipality of Calvin arise from Closed Session at 10:14 p.m. and report as follows: That Council was presented with further information related to a confidential statutory investigation, considered the options available and gave direction to Legal Counsel.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Cross Yea
Councillor Maxwell Yea
Councillor Olmstead Nay (Chose not to vote)
Mayor Pennell Yea
Carried

2021-082 ADJOURNMENT

Moved by Coun Olmstead and seconded by Coun Cross that this regular meeting of Council now be adjourned at 10:18 p.m.

Recorded Vote as per Electronic Meeting Best Practices

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

Mayor

Clerk

CORPORATION OF THE MUNICIPALITY OF CALVIN
MINUTES OF THE SPECIAL MEETING TUESDAY, MARCH 16, 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, and Cindy Pigeau.

Regrets: 0
Guests: 3 – Peggy Young-Lovelace
- Paul Cassan
- Sean Sparling

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

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

2021-063 CLOSED PORTION

Moved by Coun Cross and seconded by Coun Maxwell 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)(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose – for the purposes of considering confidential workplace matters.

Recorded Vote as per Electronic Meeting Best Practices

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

Carried

Council moved to a Closed Portion at 7:05pm to consider confidential workplace matters.
Council returned to the Public Portion of meeting at 8:42pm.

2021-064 ADOPT COUNCIL REPORTS

Moved by Sandy Cross and Seconded by Dan Maxwell that Council Reports:

C2021-05 Adopt Minutes of Last Closed Portion Held on Thursday, February 18, 2021

C2021-06 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	Nay (Chose Not to Vote)
Mayor Pennell	Yea

Carried

2021-065 ADJOURNMENT

Moved by Coun Olmstead and seconded by Coun Maxwell that this special meeting of Council now be adjourned at 8:45 p.m.

Recorded Vote as per Electronic Meeting Best Practices

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

Carried

Mayor

Clerk

CORPORATION OF THE MUNICIPALITY OF CALVIN
MINUTES OF THE SPECIAL MEETING TUESDAY, MARCH 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, and Cindy Pigeau.

Regrets: 0

Guests: 0

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

PECUNIARY/CONFLICT OF INTEREST: Councillor Olmstead declared a conflict of interest for the Closed Portion of the Meeting, Reason: "I don't know."

PRESENTATIONS/DELEGATIONS: None

2021-066 CLOSED PORTION

Moved by Coun Cross and seconded by Coun Maxwell that this portion of the meeting be now closed under the Municipal Act, 2001, as per Section 239 (2)(b) personal matters about an identifiable individual, including municipal or local board employees and Section 239 (2)(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose – for the purposes of considering confidential workplace matters.

Recorded Vote as per Electronic Meeting Best Practices

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

Carried

Council moved to a Closed Portion at 7:07pm to consider confidential workplace matters.
Council returned to the Public Portion of meeting at 8:19pm.

2021-067 ADOPT COUNCIL REPORTS

Moved by Sandy Cross and Seconded by Dan Maxwell that be it resolved that Council for the Corporation of the Municipality of Calvin arise from Closed Session at 8:19pm and report as follows: That Council considered options related to a Workplace Complaint and gave direction to Clerk-Treasurer.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Cross	Yea
Councillor Maxwell	Nay
Councillor Olmstead	Declared a Conflict
Mayor Pennell	Yea

Carried

2021-068 ADJOURNMENT

Moved by Coun Olmstead and seconded by Coun Cross that this special meeting of Council now be adjourned at 8:22 p.m.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Cross	Yea
Councillor Maxwell	Yea
Councillor Olmstead	Yea

Mayor Pennell
Carried

Yea

Mayor

Clerk

CORPORATION OF THE MUNICIPALITY OF CALVIN
MINUTES OF THE SPECIAL MEETING TUESDAY APRIL 6, 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, Coun Heather Olmstead and Cindy Pigeau.

Regrets: 0 Guests: 0

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

PECUNIARY/CONFLICT OF INTEREST: None

PRESENTATIONS/DELEGATIONS: None

A review of the questions contained in the Corporation of the Municipality of Calvin Strategic Planning Workbook took place including a review of the SWOT analysis. Each Member of Council was requested to state their approximately Top 5 Initiatives (Strengths and Weaknesses).

2021-083 STRATEGIC PLAN – Next Steps

Moved by Coun Olmstead and seconded by Coun Cross that the next meeting for the development of the Municipality of Calvin’s Strategic Plan will be held June 1, 2021 as a Special Meeting of Council;

Directives to Clerk-Treasurer – Based on the information provided by Council at this meeting, develop a draft list of the strategic initiatives of Council to be brought to the next Strategic Plan Meeting on June 1, 2021 for further discussion and finalization.

Recorded Vote as per Electronic Meeting Best Practices

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

Carried

2021-084 ADJOURNMENT

Moved by Coun Maxwell and seconded by Coun Olmstead that this special meeting of Council now be adjourned at 8:07 p.m.

Recorded Vote as per Electronic Meeting Best Practices

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

Carried

Mayor

Clerk

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

BY-LAW NO. 2021-010

BEING A BY-LAW TO ADOPT A POLICY FOR THE PROCESS OF FILLING A VACANT SEAT ON COUNCIL.

WHEREAS Sections 8, 9 and 10 of the Municipal Act, 2001 authorize the Municipality of Calvin to pass by-laws necessary or desirable for municipal purposes, and in particular, paragraphs 1 and 2 of subsection 10(2) authorize by-laws respecting governance structure of the municipality and its local boards; and the accountability and transparency of the municipality and its operations and of its local boards and their operations.

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

1. That the Municipality of Calvin Municipal Council Vacancy Policy for the process of filling a seat that has become vacant on Council, be hereto attached as Schedule "A".

And

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

Read a first time and second time ,this ____ day of _____ 2021.

Read a third time and finally passed in open council this ____ day of _____ 2021.

MAYOR

CLERK-TREASURER



Council Vacancy Policy

PURPOSE:

To establish an open, accountable and transparent process for filling a vacancy on municipal Council in accordance to the *Municipal Act, 2001* and the *Municipal Elections Act, 1996*.

SCOPE:

This Policy and Procedure applies to all Council office declared vacant on municipal Council during the term of Council.

DEFINITIONS:

Appointment means the appointment of a qualified individual, by majority vote of Council, to fill a vacancy on Council for the remainder of the current term of Council.

By-Election means an election to fill a vacancy on municipal Council, conducted in accordance with the provisions of Section 65 of the *Municipal Elections Act, 1996*, as amended.

Council means the Corporation of the Municipality of Calvin Council.

Lot means a method of determination by placing the names of the nominees on equal sized pieces of paper and placed in a container with one name being drawn by the Municipal Clerk.

Nominee means individuals wishing to fill a vacancy on Council who meet the eligibility requirements and who have submitted the required documentation as outlined in this policy.

Regular Election Year means the year established for a regular municipal election in accordance with the *Municipal Elections Act, 1996*, as amended.

Vacancy means when a seat on Council has become vacant in a manner described by the Act.

GENERAL:

1. Council is required to declare a seat vacant in accordance with Section 262(1) of the *Municipal Act*.
2. Council shall determine whether to fill the vacancy, within 60 days after the day a declaration of vacancy is made, in accordance with Section 263 of the *Municipal Act, 2001*. By either:
 - a) Appointing a person who has consented to accept the office if appointed; or
 - b) Passing a By-law requiring a By-election to be held to fill the vacancy.

The Exceptions to S. 263 are:

- a) Section 65(2) of the *Municipal Elections Act* states that no By-election shall be held to fill an office if the vacancy occurs after March 31 in the year of a regular election; and
 - b) Section 263(5)(b) if a vacancy occurs within 90 days before Voting Day of a regular election, the municipality is not required to fill the vacancy.
3. The Procedure for filling a vacancy by appointment is contained in Appendix “A” and the vote to appoint an individual to the vacancy shall occur during an open meeting of municipal Council;
 4. Any individual filling a vacancy must meet the eligibility requirements of office as outlined in the *Municipal Act* and the *Municipal Elections Act* as an eligible elector.
 5. Any employee of the Corporation of the Municipality of Calvin wishing to fill a vacancy on Council shall provide advance written notice of their intention to take unpaid leave. If the employee is appointed to office, they will be deemed to have resigned their position with the Municipality before making the declaration of office.

POLICY:

A. Filling a Vacancy by appointment

Office of the Mayor

If a vacancy in the Office of the Mayor is to be filled by appointment, Council may choose to fill the vacancy by appointing:

- a) A current member of Council in accordance with the Act; or
- b) The candidate who ran for the position that is vacant from the previous election who received the next greatest amount of votes but was not elected; or
- c) An open call for individuals for consideration by Council through a public appointment process (see Schedule “A”).

Office of Councillor

If a vacancy in the Office of Councillor is to be filled by appointment, Council may choose to fill the vacancy by either:

- a) The Candidate who ran for the position that is vacant from the previous election who received the next greatest amount of votes but was not elected; or
- b) An open call for individuals for consideration by Council through a public appointment process (see Schedule “A”).

Filling a vacancy by by-election

If a vacancy for either Office of Mayor or Councillor is to be filled by by-election, Council shall pass a By-law to fill the vacancy by By-election within 60 days of declaring the seat vacant.

Once the By-law has passed, a By-election shall be held in accordance with the *Municipal Elections Act* and the Municipal Clerk shall conduct the By-election in accordance with the *Municipal Elections Act* and all applicable policies and procedures.

RESPONSIBILITIES:

The Corporation of the Municipality of Calvin municipal Council is responsible for the adoption and application of this Policy.

The Municipal Clerk or designate shall be responsible for conducting any By-election in accordance with the *Municipal Election Act* and all applicable policies and procedures.

SCHEDULE "A" **PROCEDURE**

There will be two procedures for the Corporation of the Municipality of Calvin Municipal Council to follow in the event they wish to fill the vacancy by appointment:

1. Procedure for Filling Council Vacancy: Appointment from Previous Election Candidates
2. Procedure for Filling Council Vacancy: Appointment by Nomination at Large

Procedure for Filling Council Vacancy: Appointment from Previous Election Candidates

The Municipal Clerk, or designate, shall be responsible for interpreting and where appropriate, facilitating the appointment application process.

The Municipal Clerk has the authority to make minor technical amendments to this procedure as may be required from time to time.

- I. Council shall declare the seat of the member of Council to be vacant in accordance with the *Municipal Act*.
- II. The Clerk shall provide Council with a staff report including:
 - a) The details regarding the results of the most recent election for the now vacant seat.
 - b) Information regarding whether the candidate who received the next greatest amount of votes for the Council seat in question would be agreeable and able to fill the vacancy.
 - c) If the proposed candidate is able and agreeable to filling the vacancy, Council will pass a resolution appointing that candidate to fill the vacancy for the remainder of the term of the present Council.
 - d) The Chair shall then administer the Declaration of Office to the successful candidate.
- III. The vote to appoint a member to the position of Councillor from previous election candidates shall be held within 60 days from the declaration of the vacancy and shall occur at a Council meeting.

Procedure for Filling Council Vacancy: Appointment by Nomination at Large

The Municipal Clerk, or designate, shall be responsible for interpreting and where appropriate, facilitating the appointment application process.

The Municipal Clerk has the authority to make minor technical amendments to this procedure as may be required from time to time.

Notice

- I. Council shall declare the seat of the Councillor/Mayor to be vacant in accordance with the *Municipal Act*. Council will then have 60 days to appoint a new member.
- II. The Municipal Clerk shall post a Council Vacancy Notice which shall indicate Council's intention to appoint an individual to fill a vacancy, the requirements to be considered for an appointment and the application process. The Municipal Clerk advertises the vacancy:
 - On the Municipal website and Facebook page
 - In the monthly newsletter
 - By sending notice directly to candidates who ran for the office in the last election who were not disqualified or withdrawn
 - Posting notice on the Municipal Office bulletin board
 - Any other method direct by Council

The advertisement will direct the applicant to the website or municipal office for further information including:

- The qualifications required to be appointed to office
- The duties of Office
- The deadline for the application (as determined by the Municipal Clerk)
- Any additional information to be submitted with the application
- The process to be used.

Application

- I. Any sitting members of Council and/or qualified Citizens of the Corporation of the Municipality of Calvin (as per the *Ontario Elections Act*) wishing to be considered for appointment to the vacancy shall advise the Municipal Clerk in writing.
- II. Applications for the vacant seat may be filed with the Municipal Clerk commencing the next business day following Council's decision to adopt an appointment process. Candidates shall submit the Council Vacancy Application Form to the Clerk in person by the deadline to be established by the Clerk.
- III. The application and all requirements shall be made available through the Municipality's Website.
- IV. All applications shall be considered public documents and will be made available for public viewing at the Corporation of Municipality of Calvin Municipal Office and will be included in the Council Agenda package.
- V. It is the candidate's sole responsibility to meet any deadline, complete the application or otherwise comply with any requirements of this procedure.
- VI. A candidate who wishes to withdraw their application may do so in person and in writing to the Municipal Clerk. The deadline for any withdrawal shall be any time up to 2:00 p.m. on the business day prior to the date of the advertised Council meeting for the purpose of filling the vacancy.

Council Meeting

- I. The vote to fill the vacant Council seat shall occur at an open municipal Council meeting.
- II. If no prospective candidate has filed prior to the deadline, Council may choose to fill the vacancy by appointing the Candidate who ran for the position that is vacant from the previous election that received the next greatest amount of votes but was not elected.
- III. At the advertised Council meeting, the following shall take place:
 - i. Any Candidate who is not present at the start of the Council meeting will be disqualified from the selection process.
 - ii. The Chair shall make a short statement of the purpose of the meeting and the general order of proceedings to be followed.
 - iii. Any member of Council seeking appointment shall declare a conflict of interest.
 - iv. The Municipal Clerk will provide to the Chair a list of the names of those individuals who have indicated, in writing, their interest in being appointed to the vacancy.
 - v. If there is only one person placing their name forward to fill the vacancy, the Municipal Clerk shall declare them the successful candidate.
 - vi. If there is more than one person placing their name forward, the Chair will call for a resolution from Council that states the following:

BE IT RESOLVED THAT the following candidates, who have signified in writing their interest in being appointed to the #position#, be considered for appointment to fill such vacancy:

#List of Candidates#

- vii. Each of the candidates shall be afforded the opportunity to address Council for a period of not more than 10 minutes. The Municipal Clerk shall determine, by lot, the order of speaking.
- viii. Members of Council not seeking appointment shall be permitted three previously determined questions for each candidate. Each candidate will be asked the same three questions.
- ix. When all submissions have been heard, Council will proceed to vote as follows:
 - a) Municipal Council will vote in Open Session by a show of hands as the Municipal Clerk calls the candidates' names in alphabetical order.
 - b) Council members may vote for one (1) candidate only per round of voting.
 - c) The Municipal Clerk will record the votes and announce how each Member of Council has voted and record the results at the end of each round of voting.
 - d) If the candidate receiving the greatest number of votes cast is not more than 50% + 1 of the total vote, the candidate or candidates who received the fewest number of votes shall be excluded from consideration. The vote will be taken again by the Municipal Clerk and, if necessary, more than once, excluding in each successive vote the candidate or candidates who received the fewest number of votes. This process

shall be repeated until the candidate receiving the greatest number of votes has also received 50% + 1 of the votes of the voting members of Council.

- e) In the event of a tied vote, the Clerk shall break the tie by selecting, by lot, one such candidate to fill the Council vacancy. If there is only one candidate who indicated an interest in being considered to fill the vacancy or upon the conclusion of the voting and drawing of lots, the Clerk will declare them the successful candidate.
- f) Council shall pass a motion appointing the successful candidate as follows:

THAT _____(candidate) be appointed as _____(Office) for the Corporation of the Municipality of Calvin for the remainder of the (Term of Office) _____ Term of Council.

- g) The appointment of the Candidate will be made by by-law. A by-law confirming the appointment will be enacted by Council.
- h) The Clerk will administer the Declaration of Office required by subsection 232(1) of the *Municipal Act 2001*, before or at the meeting where the by-law is enacted by Council, or as directed by Council.

- IV. Where a situation occurs that is not otherwise accounted for in these proceedings, the Clerk shall recommend an alternate process to Council, which Council may adopt with a simple majority of vote.

NOTE Regarding Closed Sessions

In accordance with the Municipal Act, any votes related to filling a vacancy on council must be done in open session. As much of the process as possible should be done in open session in the interest of transparency. Council may, however, deem it necessary to convene in closed session to discuss any PERSONAL matters relating to candidates that may affect their ability to fill the office or work well with the existing Council. A Council should be cautious in using the allowance under subsection 239(2)(b) of the Municipal Act (personal matters about an identifiable individual) to go into closed session for such discussion.

**MUNICIPALITY OF CALVIN
COUNCIL VACANCY - APPLICATION FORM**

For appointment to Municipal Council (Mayor / Councillor)

Please complete this application form in its entirety and attach a written Expression of Interest. The Municipality reserves the right to reject applications that are not fully completed and accompanied by an Expression of Interest, and applications that provide any false or misleading information. Applicants must meet the qualifications set out in the Municipal Elections Act, 1996 (MEA) and the Municipal Act, 2001 to be elected or appointed to office. *All applications shall be considered public documents and made available for public viewing at the Municipality of Calvin's Municipal Office (consistent with Section 88(5) of the MEA).*

PLEASE PRINT OR TYPE

Applicant Information:

Full Name: Mr. Mrs. Ms. _____

Street & Mailing Address: _____

_____ Postal Code: _____

Telephone Number: _____ e-mail Address: _____

Qualification Questions: (Please check Yes or No)	Yes	No
I am at least 18 Years of Age		
I am a Canadian Citizen		
I am a resident of the Municipality of Calvin or the owner or tenant of land in the Municipality of Calvin or the spouse of such owner or tenant.		
I am ineligible or disqualified under the Municipal Elections Act, 1996, the Municipal Act, 2001, or any other Act to be elected to or hold the above-mentioned office. (See reverse of this form for further details.)		

By submitting this form you consent to having your name listed on a Council Agenda and to have this form available for public viewing at the Municipal Office until a by-law is passed to fill the vacancy.

Declaration:

I, _____, a candidate for the office of Mayor / Councillor, do Solemnly Declare that I am qualified pursuant to the Municipal Elections Act, 1996 and the Municipal Act, 2001 to be elected to and to hold the office; and that I consent to accept the office if appointed; and that I make this solemn Declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me at Calvin (Mattawa), Ontario

This _____ day of _____, 2021

(Signature of candidate)

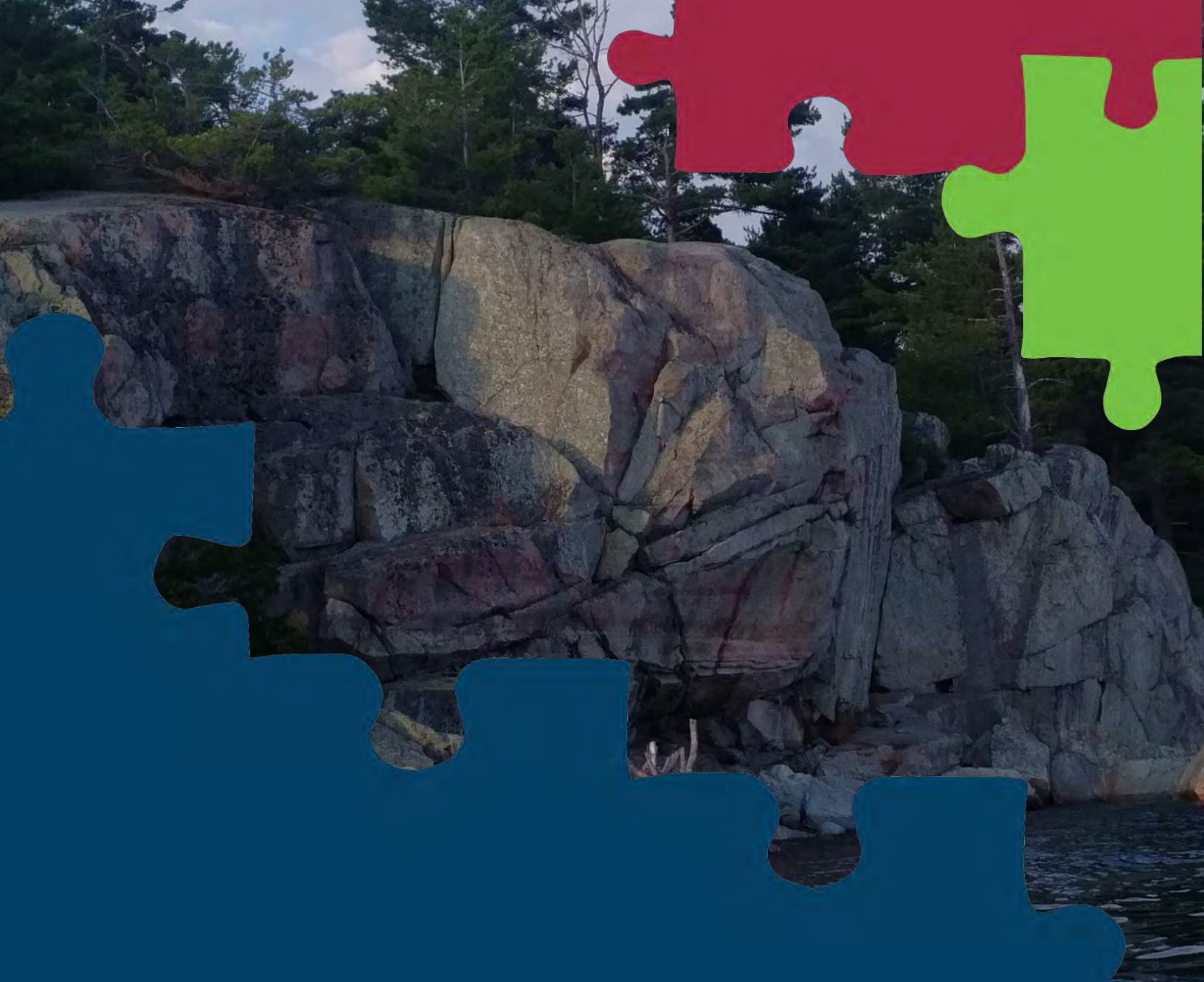
(Signature of Clerk or Commissioner, etc.)

This form must be submitted in person, or by an agent to: The Corporation of the Municipality of Calvin, Attn: Cindy Pigeau, Municipal Clerk, 1355 Peddlers Dr, Mattawa, ON, P0H 1V0.

Date Filed (yyyy/mm/dd)	Time Filed	Applicant or Agent Initial	Clerk or Designate

Deadline for Receipt of Application is 2:00 p.m. on _____.

A person may withdraw his or her application by filing a written withdrawal in the Clerk's Office.



**Proposal For
Municipality of Calvin
Council Leadership Development & Staff Relations Strategy
“Go Forward Strategy”**

Prepared By: Expertise for Municipalities (E4m)

Introduction

Expertise for Municipalities Not for Profit Association (E4m) as Integrity Commissioner for the Municipality of Calvin received a number of complaints regarding the behaviour of members of Council. Some have been investigated and Council has been advised that others are not going to be investigated and further that this pattern of behaviour is not sustainable. E4m has proposed to work with Council in order to work toward a better functioning and more sustainable municipal government.

The Municipality of Calvin is not alone. Many small municipalities are facing similar circumstances. If Municipalities do not change how they are functioning, there will be a significant financial impact.

We know that being a municipal councillor is a challenging role. Unlike provincial or federal politics, there is no unifying “party” [team] policy. It is this policy that governs behaviour, outlines how individuals will work together and guides political decision making.

What we see is:

- Council members not working together.
 - There is no sense of team or common purpose.
- Members of council, either individually or collectively, crisis or issue managing matters that are operational in nature,
 - This is not within their representative or policymaking role.
- Little to no community engagement
 - Council members are not actively filling their representative role.
- Outdated or non-existent policies.
 - Policies that have been adopted are no longer compliant with legislative changes.
 - There is no cycle of policy review and updating.
 - “Practice” that is not embedded in a policy.
- No forward and/or future thinking.
 - Non-existent or outdated strategic plans [community based – developed with community engagement/participation].
 - No Council term plan.
- Negative press.
- Integrity Commissioner complaints.
- Members of Council individually acting as the “complaints department”.
- Divided Councils.
 - Councillor resignations.
 - Challenges filling the vacant position.
 - Challenges making decisions to move the Municipality forward.
- Community stagnation.

This is not sustainable.

We can help.

E4m's goal is to empower excellence in the municipal sector. We do that in many ways. One is working with communities to foster a cultural shift from dysfunction to mobilization. We do this by first understanding the underlying challenges. Most often these challenges stem from:

- Disregard for the role of Council under the *Municipal Act*.
 - Council members believing their role is to micromanage the municipal operation.
 - Employees other than the most senior staff person reporting directly to Council.
 - Councillors directing municipal staff – telling them when or how to do their job.
 - Council members doing staff jobs – and then criticizing staff for not getting the work done.
 - Council members failing to understand their role under the legislation, invest in training or taking the time to properly inform themselves about how municipalities operate.
- Fractured relationship between Council and Staff.
 - Council as a body not acting in their leadership capacity.
 - Members of Council failing to or not willing to understand their role, purposely acting outside of their role and not trusting staff or their professional opinion.
 - Council members not understanding the role of employees.
 - Council members ridiculing or criticizing staff in public:
 - At Council meetings
 - To the public generally
 - In social media posts
 - Comments to mainstream media
 - In social or other “Non-Council” settings
 - Poor hiring and performance management principles and practices.
- Lack of self-awareness – Members of Council do not recognize how they personally contribute to the dysfunction.
 - Personality and communication challenges.
 - Discriminatory beliefs contrary to law.
 - Personal agendas.
- Lack of cohesion in decision making.
 - Decisions are not made in an accountable and transparent manner.
 - A quorum of members of Council meet/discuss items council will be considering and making decisions prior to the Council meeting and not openly debating the issue.
 - Failure to follow the notice provisions.
 - Council members discussing matters/items that have not been put on the agenda.
 - Councils allowing members of the public to ask questions during Council meetings.
 - Once a decision is made at the Council table, openly disagreeing with the decision.
- Failure to comply with the Code of Conduct, the Council Staff Relations Policy, and other adopted municipal policies.

- Poor decision-making practices.
 - Making a decision at one meeting and reconsidering it at the next.
 - Continually deferring tough decisions.
 - Making decisions that are in the best interest of the few and not of the entire Municipality.
 - Only listening to the “fist bangers” (the noisemakers).
 - Not contemplating how Council decisions affect the entire Municipality.

What makes an effective Municipal Government?

- ✓ Healthy, strong and vital communities work as a “team” toward a common vision for the future. They have developed community plans and implementation strategies.
- ✓ The public expresses their opinion in an open public forum. Everyone is treated with respect and has an opportunity to express their opinion without fear of being ostracized, criticized, or humiliated. People do not openly attack one another.
- ✓ The municipal government operates in an accountable and transparent manner. Members of Council understand that they have a responsibility to act within their statutory role and make decisions that are in the best interest of the Municipality, not for a single person or interest group.
- ✓ The public is seen as a valuable resource with a wide array of skills, experiences, and opinions. They are consulted often, including those individuals who may have opposing views. Opposing views are sought to ensure that all points have been considered in the decision-making process on potentially contentious issues.
- ✓ The head of council provides leadership guiding the decision-making process, acting as referee if necessary, to ensure that established principles of procedure (decorum) are adhered to. The head of council provides strong leadership during meetings to ensure they are run respectfully and that each party follows their “role” (Councillors, Staff and Public).
- ✓ Municipal staff are seen as professionals. They are not targets of ridicule or finger pointing or gossip. Staff follow direction/policy as established by Council and treat all members of Council the same. They act in a professional and unbiased manner providing the best advice/information to Council.
- ✓ Staff understand that when Council makes a decision contrary to their recommendation, it is not a personal affront; some decisions are political in nature.
- ✓ The public understands it is the role of staff to provide advice/recommendations to Council, not to make the decisions themselves or advance a personal agenda.
- ✓ The community is successful and a desired place to live and work.

A Path to Move Forward

E4m consultants provide services in coaching, mentoring, advising, and facilitating. We work with our clients to achieve their desired outcomes, by supporting and leveraging their resources to build their internal capacity to sustain the achievements and continue to design and deliver on their strategies and goals. We engage with our clients as a collaborative partnership which differs from contracting out for services where the contracted party operates as a 'pair of hands'. While our work will be boots on the ground and hands on, we rely on our client's internal resources to be active participants in the process and in the production of deliverables. This helps to keep costs down while building transparency, engagement, ownership, and capacity within our client organizations.

The foundation of our approach is to:

- Build a Culture of Trust– Establish and follow the Rules
- Improve Decision-Making Processes – Examine all the Angles
- Strengthen Leadership
- Develop the “Team”

The relationship between Council and Staff as well as the ability to provide strategic direction and consistent leadership needs to be improved. This can begin by understanding what each individual brings to the table in skills and abilities, suitability for the position they hold, and what tools/training will be required for each individual to be successful in their role.

This is an unfolding process where we learn more as we begin to engage with staff and council. As new information becomes known, there will likely be adjustments to the approach, tools used, and scope. In proceeding with this strategy, council recognizes the evolving nature of this work and agrees to review with E4m any changes to scope that may impact any or all of the following:

- Outcomes (as defined and agreed upon at outset)
- Deliverables (as defined and agreed at outset)
- Budget (as defined and agreed to outset)

The overall engagement will include, where relevant:

- One Council training session on a specific topic (i.e., decision making, leadership, relationships, political acuity, team effectiveness & communications) depending on most significant need.
- Additional training recommendations as needs become clearer (i.e., conflict resolution, customer service)
 - o Additional training is not included in this proposed budget
- DISC Assessment for Council and Senior Staff
 - o Team debriefs/coaching – one time event with Council and with staff separately
 - o Individual coaching may be recommended but is not included as part of this proposal
- Senior Manager Performance Management process and tools
 - o Adopting the appropriate policy (review current, make recommendations)

- Drafting policy is not included in this proposed budget
- Review of defined internal communications and processes (council meetings/resolutions, staff reports, Council strategic and term plans, project tracking and reporting, budget process, etc.)
- Collaborative creation of performance metrics – Council/Municipal Performance Management
- Coaching, advising, mentoring on all of the above
- Verbal and written reports including reasons of recommendations

We do this by working with Council, Staff and Ratepayers (when necessary) to prepare an action plan for Council to carry out over the remainder of their Council Term.

What's in it for you?

Municipal councils have a significant amount of responsibility. They determine what services will be provided to the community and to what level. They are the policymakers. Council as a whole is a leader. To lead successfully and make the most impact on the community Council needs appropriate tools.

Working with us to create a “Go Forward Strategy”, Council will have a tool that they can hold up to their constituents and say *here is the work we commit to carrying out over the remainder of this term of this Council*. Then as the tasks are completed Council can advise ratepayers as to what has been accomplished.

This will help Council build credibility.

This tool will help Council become more effective decision makers and build a more united team. The stronger the team becomes the better

This will help Council build community.

This tool will empower Council to take action and look forward instead of focusing on day-to-day operations.

This will help Council sustain community.

What's in it for E4m?

We want every Council to be successful. A Go Forward Strategy is one tool that can help a Council achieve success. By working on this project together, you help us to fulfill part of our mandate to support/invest back into the municipal sector. More importantly, we want to showcase the Municipality of Calvin as an example of good leadership in a small municipality.

What is the process and how much time does it take?

The process is not onerous. It is not the same as creating a community strategic plan. We do require a commitment from Council to fully participate.

We propose the following steps and timeframe:

1. DISC assessments - the assessments, debrief and training take no more than 120 minutes.
2. Training – three hours.
3. Survey – this initial survey will take Councillors/Staff no more than 30 minutes to complete. It is designed to create the discussion points for the one-on-one interviews.
4. One-on-one Councillor/Staff Interviews – these interviews will be no more than one hour in length.
5. Report back to Council as a whole.
6. Follow up Survey(s) – this(these) survey will be done to set priorities and timelines [preferably this step would be done in person to allow for a more robust conversation and not multiple surveys].
7. Draft Report – a draft report will be prepared and submitted to Council for consideration.
8. Final Report – the final report will be prepared.

To carry out this work we propose no more than one hundred and twenty (120) days providing that all of Council meets deadlines for responding/timely completion of project activities and update meetings can be accommodated within the E4m schedule. The work will be completed remotely using technology unless the travel and meeting restrictions have been lifted by the Province. Then in person presentations/collaborative work will be preferable.

Who does What: Roles & Responsibilities

Council will act as the sponsors for this work. This means that every council member is responsible for their ownership and understanding of the work and how they are to support its success.

- Remove roadblocks
- Collectively, provide direction to CAO who then facilitates staff involvement
- Active leadership
- Participation in the co-creation of solutions
- Commitment to the process and sustainment of outcomes
- Clear, honest, transparent and timely input and feedback
- Openness to different ways of seeing and doing things
- Self-reflection and required behavioral changes

Defining “the What”: Establishing Key Working Parameters

At the outset of this project, we see the overall goal as:

- Improved effectiveness and efficiencies within council and municipal office
- Improved relationships between staff and council

Deliverables

1. Go Forward Plan

2. DISC reports
3. Senior Management Performance Management Process
4. Policy Framework
5. Council Report Card

What will it Cost: Overall Budget

The fee for this work would be around \$6,500.00 plus travel/accommodation and HST. However, E4m will subsidize most of the cost. We feel it is important that Council also make a financial commitment to the project. To that end, the cost to the Municipality of Calvin is \$1,500.00 plus travel/accommodation cost and HST.

The budget for the complete Council Leadership Development & Staff Relations Strategy (Go Forward Strategy) is **\$1,500 plus HST; plus, expenses for travel/materials**. As a not-for-profit consulting practice, we do not charge our clients for administrative overhead such as clerical services, phone calls, or photocopies.

Payment Schedule:

Retainer	\$ 1,000.00
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Remainder due within thirty (30) days of delivering the final report.

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

BY-LAW NO. 2021-009

BEING A BY-LAW TO AUTHORIZE AN AGREEMENT BETWEEN HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE OFFICE OF THE FIRE MARSHAL AND THE CORPORATION OF THE MUNICIPALITY OF CALVIN FOR THE DURATION OF MARCH 31, 2021 TO AUGUST 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 Fire Safety Grant Transfer Payment Agreement with Her Majesty the Queen in right of Ontario as represented by the Office of the Fire Marshal to provide one time funding for increased training opportunities.

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

- 1) That the Clerk-Treasurer is designated as the signing officer and is authorized to execute an agreement on behalf of the Corporation of the Municipality of Calvin.
- 2) That “The Fire Safety Grant Transfer Payment Agreement Between the Her Majesty the Queen in right of Ontario as represented by the Office of the Fire Marshal 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, second and third time and finally passed in open council this _____ day of _____ 2021.

MAYOR

CLERK - TREASURER

FIRE SAFETY GRANT TRANSFER PAYMENT AGREEMENT

THE AGREEMENT, effective as of the 31st day of March, 2021 (the “**Effective Date**”)

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Office of the Fire Marshal**

(the “**Province**”)

- and -

~~Township of Calvin~~ **The Corporation of the Municipality of
Calvin**

(the “**Recipient**”)

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule “A” - General Terms and Conditions
Schedule “B” - Project Specific Information and Additional Provisions
Schedule “C” - Project
Schedule “D” - Budget
Schedule “E” - Reports, and
any amending agreement entered into as provided for in section 3.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 In the event of a conflict or inconsistency between the Additional Provisions and Schedule “A”, the Additional Provisions will prevail.

3.0 AMENDING THE AGREEMENT

3.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges that:

- (a) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the Public Sector Salary Disclosure Act, 1996 (Ontario);
- (b) the Province is not responsible for carrying out the Project; and
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Office of the Fire
Marshal**

Click or tap here to enter text.

Date

Signature: _____

Name: Douglas Browne

Title: Deputy Fire Marshal

**~~Township of Calvin~~ The Corporation of the
Municipality of Calvin**

April 14, 2021

Date

Signature: _____

Name: Cindy Pigeau

Title: **Clerk-Treasurer**

I have authority to bind the Recipient.

SCHEDULE “A”
GENERAL TERMS AND CONDITIONS

A1.0 DEFINITIONS

A1.1 Definitions. In the Agreement, the following terms will have the following meanings:

“**Additional Provisions**” means the terms and conditions set out in Schedule “B”.

“**Agreement**” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 3.1.

“**Budget**” means the budget attached to the Agreement as Schedule “D”.

“**Effective Date**” means the date set out at the top of the Agreement.

“**Event of Default**” has the meaning ascribed to it in section A12.1.

“**Expiry Date**” means the expiry date set out in Schedule “B”.

“**Funding Year**” means:

- (a) in the case of the first Funding Year, the period commencing on March 31, 2021 and ending on August 31, 2021; and

“**Funds**” means the money the Province provides to the Recipient pursuant to the Agreement.

“**Indemnified Parties**” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

“**Maximum Funds**” means the maximum Funds set out in Schedule “B”.

“**Notice**” means any communication given or required to be given pursuant to the Agreement.

“**Notice Period**” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province extends that time.

“**Parties**” means the Province and the Recipient.

“**Party**” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “C”.

“Reports” means the reports described in Schedule “E”.

A2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

A2.1 General. The Recipient represents, warrants and covenants that:

- (a) it is, and will continue to be a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has the full power and authority to enter into the Agreement and has taken all necessary actions to authorize the execution of the Agreement;
- (c) it has, and will continue to have the experience and expertise necessary to carry out the Project;
- (d) it is in compliance with, and will continue to comply with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project, the Funds or both; and
- (e) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Governance. The Recipient represents, warrants and covenants that it has, will maintain, in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient’s organization;
- (b) procedures to enable the Recipient’s ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully; and
- (f) procedures to enable the preparation and submission of all Reports required pursuant to Article A6.0.

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on March 31, 2021 and will expire on the Expiry Date.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds allocated as part of this grant exercise;
- (b) provide the Funds to the Recipient in accordance with the payment plan set out in Schedule “D”; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency or organization of the Government of Ontario.

A5.0 CONFLICT OF INTEREST

A5.1 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without a conflict of interest. The Recipient will disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A6.0 REPORTING, ACCOUNTING AND REVIEW

A6.1 Preparation and Submission. The Recipient will submit to the Province at the address referred to in section A15.1, all Reports in accordance with the timelines and content requirements provided for in Schedule “E”, or in a form as specified by the Province from time to time.

A6.2 **Record Maintenance.** The Recipient will keep, maintain and make available to the Province, its authorized representatives or an independent auditor identified by the Province for inspection and copying:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.0 COMMUNICATIONS REQUIREMENTS

A7.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province for the Project in a form and manner as directed by the Province.

A7.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A8.0 INDEMNITY

A8.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A9.0 INSURANCE

A9.1 **Recipient's Insurance.** The Recipient represents, warrants and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability

arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;

- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30 day written notice of cancellation.

A9.2 Proof of Insurance. If requested, the Recipient will provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section A9.1.

A10.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

A10.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A6.1, Reports or such other reports as may have been requested by the Province;
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

A10.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;

- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A10.3 **When Termination Effective.** Termination under this Article will take effect as provided for in the Notice.

A11.0 FUNDS AT THE END OF A FUNDING YEAR

A11.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient the payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A12.0 FUNDS UPON EXPIRY

A12.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A13.0 NOTICE

A13.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as provided for in Schedule "B", or as either Party later designates to the other by Notice.

A13.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five business days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one business day after the Notice is delivered.

A14.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A14.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A15.0 INDEPENDENT PARTIES

A15.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A16.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A16.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement. All rights and obligations contained in the Agreement will extend to and be binding on the Parties' permitted assigns.

A17.0 GOVERNING LAW

A17.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A18.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A18.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");
- (b) has been provided with notice of such Failure in accordance with the

requirements of such other agreement;

- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A19.0 SURVIVAL

A19.1 **Survival.** All Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"

PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$4,700.00
Expiry Date	August 1, 2021
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	Position: Address: Fax: Email:
Contact information for the purposes of Notice to the Recipient	Position: Fire Chief Address: The Corporation of the Municipality of Calvin, 1355 Peddlers Dr., Mattawa, ON P0H 1V0 Fax:705-744-0309 Email:fire@calvintownship.ca
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Position: Clerk-Treasurer Address: The Corporation of the Municipality of Calvin, 1355 Peddlers Dr., Mattawa, ON P0H 1V0 Fax:705-744-0309 Email:clerk@calvintownship.ca

Additional Provisions:

(None)

SCHEDULE “C” PROJECT

The Municipal Fire Protection Grant has been established to provide critical support to municipalities in 2020-21 to offset costs and potential barriers for issues stemming from the COVID-19 pandemic. Such issues include access to training, and equipment or other critical upgrades that are needed at the local level to support virtual inspections.

Ontario’s fire departments vary in size and capacity and they all serve different communities that each present different levels of risk. There is a significant cost to ensure that every department has skilled first responders who are adequately trained and equipped to meet the needs of their community.

Funding could represent the difference in allowing fire departments to train more staff, purchase much needed equipment to allow them to adapt and respond to COVID-19 related risks in their communities in a way that ensures both community and personnel safety.

The use of the one-time 2020-21 Municipal Fire Protection Grant will focus on the needs of municipal fire departments to ensure community safety with a focus on issues that have presented due to the COVID-19 pandemic, including:

- Training to offset the pressures in training as a result of the COVID-19 pandemic.
- Specialty training to respond to the dynamics of the COVID-19 pandemic and the need to ensure fire safety in their communities such as virtual inspections.
- Small improvements to fire department infrastructure, such as accessing high speed internet to support training and virtual inspections.

The fire service has expressed concerns with training and fire code compliance since the start of the pandemic. Some of these concerns include critical inspections being delayed or impacted given the apprehension with entering premises. Similarly, training has been impacted given that fire services have been responding to challenges associated with the pandemic (staffing shortages, increased calls for service, etc.). Many departments continued training online as the Office of the Fire Marshal enhanced its online course availability at the start of the pandemic. This emergency COVID relief funding provides support for increased access to training, support for fire code compliance inspections through virtual inspections, and equipment or other critical upgrades that are needed at the local level to support community risks during the pandemic and the switch to virtual training and inspections.



Letter of Intent.pdf

SCHEDULE “D”

BUDGET

Funding will be provided to the Corporation of the Municipality of Calvin upon execution of this Agreement. The funds will need to be spent by the municipality by August 1, 2021.

SCHEDULE "E"
REPORTS

As a condition of the Municipal Fire Protection Grant, a report back to the Office of the Fire Marshal must be received by September 1, 2021 to outline how the grant was utilized at the department level.

CORPORATION OF THE MUNICIPALITY OF CALVIN

Resolution

DATE: April 13, 2021

NO. _____

MOVED BY _____

SECONDED BY _____

“Whereas the District of Nipissing Social Services Administration Board (DNSSAB) has made their annual review of their General Business By-Law and their Procedural By-Law;

And during this review there have been some suggested changes as per DNSSAB Briefing Note B06-21 and it is requested that the regional municipalities endorse these changes;

Now Therefore Be It Hereby Resolved that the Council of the Corporation of the Municipality of Calvin fully endorses the proposed changes to the DNSSAB General Business and Procedural By-Law for the year 2021.”

CARRIED _____

DIVISION VOTE

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

BRIEFING NOTE B06-21

For information **For Approval**

DATE: March 24, 2021

PURPOSE: **One Year Review: Procedural By-Law**

PREPARED BY: Melanie Shaye, Director of Corporate Services

REVIEWED BY: Catherine Matheson, CAO

RECOMMENDATION

THAT the District of Nipissing Social Services Administration Board (DNSSAB) accepts the recommended General Business By-law (By-law #1) and Procedure By-law (By-law #2), to replace the existing Procedural By-law 2020-01 as described in briefing note B06-21.

BACKGROUND

As outlined in report EX03-20, the DNSSAB Board of Directors adopted changes to the Committee structure in March 2020. As outlined in report EX06-20, the structure changes led to amendments to the Procedural By-law. When the Procedural By-law amendments were presented to the Board, staff committed to revisiting the By-law in one year's time, to determine if the new Committee structure was working, and to note if additional changes were required.

As outlined in report B01-21, the DNSSAB Board of Directors accepted the staff recommendation to provide additional detail in the areas of conflict of interest and Board member conduct into the Procedural By-law, to demonstrate the organization's commitment to transparency.

Additionally, due to increased Ministry requirements as it relates to French language services, wording has been added to show the DNSSAB's commitment.

RECOMMENDED CHANGES

To create clarity, and based on legal advice, the current Procedural By-law is recommended to be amended and separated into two By-laws to be named as follows:

- General Business By-law, to be called By-law #1
- Procedure By-law, to be called By-law #2

Comparing the current Procedural By-law to the two proposed By-laws, the following is a summary of changes, additions and deletions:

General Business By-law (By-law #1)

Section A: Introduction

Part 1: Definitions (new)

- Including, but not limited to, definitions of confidential information, conflict of interest, intellectual property rights, nomination day and "person related to any one of them".

Part 2: Purpose

- The General Business By-law establishes consistent procedures for the Corporation's members to guide decision making, and to define the members authority and role in the operations of the Corporation.

Part 5: French Language Services (new)

- Added DNSSAB's commitment to French language services, and states they will be available in the conduct of business, in accordance with the French Language Services Act.

Section B: Roles of the Members

Part 7: Roles of the Members

- Added the Board shall authorize the Chair and/or the CAO to act as spokesperson or spokespeople on behalf of the Board regarding actions or plans of the Corporation.

Part 9: Duties of Members

- Removed reference to Board member obligations to act in good faith and reference to conflict. Conflict of interest is addressed more clearly in part 10.
- Added “every member and officer of the Corporation must keep confidential information confidential” and clarification on what a member should do if they wish to share confidential information.

Part 10: Conflict of Interest (new)

- Added responsibility on each member, as well as the Corporation’s officers are to “closely monitor its relationships, arrangements, contracts and agreements, and not engage in any relationships, arrangements, contracts and agreements that may result in conflict of interest. The members, individually and collectively, as well as the officers, shall ensure compliance with this requirement”.
- Added limits to members and officers seeking employment with the Corporation.
- Added process for not participating in deliberations when a member has a conflict of interest.
- Added notification process when a member, officer or agent has a potential or actual conflict.
- Added that the members shall have the exclusive authority to determine a potential or actual conflict of interest.
- “A member, officer or agent of the Corporation must notify the Chair of the Corporation of every potential or actual conflict of interest no later than the first meeting of the Board of Directors after the member, officer, agent or employee becomes aware that they are in a situation of a potential or actual conflict of interest, or request to have entered into the minutes of meetings of the nature and extent of their interest”.

Part 11: Officers of the Corporation

- Clarified that the removal of an officer of the Corporation, with or without cause, by resolution passed by two-thirds majority vote.
- Clarified the Vice-Chair may be reappointed in one or more subsequent years.
- Added that the Treasurer is authorized to transfer approved budgeted resources between departments in order to effect change pursuant to this by-law.

- Added that the CAO is authorized to seek legal advice and representation where necessary to protect, preserve or assert the best legal interests of the DNSSAB, and is authorized to pay any expenses, disbursements or costs reasonably incurred by or awarded against the DNSSAB within the CAO's delegated authority limits. The CAO will notify the Board of Directors of any legal proceedings against the DNSSAB and of legal advice touching the legal affairs of the Corporation over \$150,000 as soon as is reasonably practicable.

Housekeeping

- Removed section of Meeting Procedures as that is added to By-law #2.
- Removed section of Sale of Property as dealt with by the Board approved Disposal of Assets Policy.
- Minor wordsmithing and re-ordering of items throughout the document.
- Change of reference to members of the Board of Directors as "members" rather than "directors".

Procedure By-law (By-law #2)

Content for this new By-law is carried over from the Meeting section of the existing Procedural By-law, so there are not a great deal of changes.

Part 1: Definitions (new)

- Including, but not limited to, definitions of confidential information, conflict of interest and "person related to any one of them".

Part 14: Delegations

- Adjusted the delegation language to state "once a delegation has been heard by the Board or a Committee, subsequent presentations by the same delegation on the same or substantially the same matter shall not be heard during the same term of the Board."

Part 28: Conduct of Members and Committee Members

- It is stated that a member of committee member shall not use unparliamentary or offensive language, including any expressions or statements in debate or in questions that attribute false or undeclared motives to another Member or employee, charge another Member with being dishonest, be abusive or insulting, or cause disorder in compliance with *Occupational Health and Safety Act* and the *Ontario Human Rights Code*.

Part 34: Agenda for Meetings of the Board of Directors

- Consent agenda added that matters deemed to not required debate shall be placed on the Consent Agenda but that any member can remove them from the Consent Agenda for discussion by means of a mover and seconder. Items removed from the Consent Agenda would require a separate resolution if approval is required.
- Removed Correspondence section. Not required as per the Corporations Act.

Housekeeping

- Removed section of Sale of Property as dealt with by the Board approved Disposal of Assets Policy.
- Minor wordsmithing and re-ordering of items throughout the document.
- Change of reference to members of the Board of Directors as “members” rather than “directors”.

The recommended changes have received legal review prior to being presented to the Board.

CONCLUSION

In accordance with the current Procedural By-law, “30 days’ notice will be given to municipalities when changing by-laws. Changes to the by-law will be accepted with a two-thirds majority vote of the Board”. Upon approval of the DNSSAB Board, the Clerks/CAO’s of member municipalities will be issued copies of the draft By-law revisions and the updated By-laws will become effective April 24, 2021.

MUNICIPALITY OF CALVIN

2021CT21 REPORT TO COUNCIL

REPORT DATE: **April 6, 2021**
ORIGINATOR: **Cindy Pigeau – Clerk-Treasurer**
SUBJECT: **Road Maintenance Agreement with Papineau-Cameron**

BACKGROUND

Upon some confusion regarding whose responsibility it is to install a culvert on Boundary Road, it was determined that there was no formal road maintenance agreement between Papineau-Cameron Township and the Municipality of Calvin. Upon further discussion with the CAO/Clerk/Treasurer and Roads Superintendent from Papineau-Cameron, it was suggested that a formal agreement be entered into by each municipality for further clarity of maintenance responsibilities on Boundary Road.

A draft agreement is included. It is requested that Council please provide their comments.

RECOMMENDATION

It is recommended that the Corporation of the Municipality of Calvin and Papineau-Cameron Township enter into a Road Agreement outlining the responsibilities of each Municipality regarding the maintenance on Boundary Road and what each municipality is responsible for.

Respectfully submitted;
Cindy Pigeau
Clerk-Treasurer

CORPORATION OF THE MUNICIPALITY OF CALVIN

Resolution

DATE: March 23, 2021 NO.

MOVED BY

SECONDED BY

“BE IT RESOLVED THAT Council of the Corporation of the Municipality of Calvin agrees to have the associated consulting fees and further costs related to the development of the Community Safety and Well-Being Plan cost shared the same as the Mattawa and Area Police Service Board formula being:

- Town of Mattawa - 39%
- Township of Papineau-Cameron – 23%
- Municipality of Calivn – 23%
- Municipality of Mattawan – 15%

AND BE IT FURTHER RESOLVED THAT a copy of this resolution be sent to the participating municipalities.”

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>Mayor Pennell</u>	_____	_____

CORPORATION OF THE MUNICIPALITY OF CALVIN

Resolution

DATE: April 13, 2021 NO. _____

MOVED BY _____

SECONDED BY _____

“Whereas Nipissing District Homelessness and House Partnership (NDHHP) aims to develop and advocate for the comprehensive, sustainable and evidence-based solutions to: address, prevent and eliminate homelessness in the District of Nipissing; and

Whereas, Canadian Alliance to End Homelessness and the Recover for All Campaign seek to build a national movement to eliminate homelessness for all Canadians as part of Canada’s pandemic recovery and proposes strategies, such as enhancing Reaching Home funding, that are relevant to needs in Nipissing District; and

Whereas, housing is a human right as declared by Canada under the United Nations Declaration of the Rights of Indigenous Peoples and the International Covenant on Economic, Social and Cultural Rights, and movement toward its realization is in alignment with Truth and reconciliation commission of Canada Call to Action #43 ; and

Whereas, homelessness is associated with poor health outcomes such as mental health issues, including substance use disorders, injuries and chronic diseases, e.g. hypertension, diabetes; housing is an absolute necessity for living a healthy life, and living in unsafe, unaffordable or insecure housing increases the risk of many healthy problems and furthers health inequities; and

Whereas, in January 2021, there were 1,441 applicants on the Centralized Waiting list for affordable housing in Nipissing District; and most recent data (2016) shows that 15.5% of households in Nipissing District and up to 33.7% of households in Mattawa were in core housing need, that is living in dwellings that were unsuitable, inadequate or unaffordable; Nipissing District is in need of more and varied affordable housing options, including transitional and supportive housing, to meet the unique needs of urban and rural populations; and

Whereas, as a result of colonization, Indigenous populations in Nipissing District are grossly over-represented among those experiencing homelessness; during a 24 hours Point in Time Count in March 2020, 42% of respondents experiencing homelessness identified as Indigenous or of Indigenous ancestry and discrimination and stigma were listed as a top barrier to finding housing; NDHHP suppose a distinct Indigenous housing strategy to expand the supply of non-market housing owned and managed by Indigenous Peoples for urban Indigenous Peoples living off reserve in small northern cities like North Bay; and

Whereas, nearly 3 in 5 respondents in the 2020 Point in Time Count reported first experiencing homelessness before the age of 25, over 1 in 4 identified having been in foster care of group home, and 35% in North Bay reported first experiencing homelessness before the age of 18; NDHHP supports developing a new funding stream to prevent homelessness among women, children and youth; and

Whereas, poverty is a driver of homelessness and inadequate income has been identified by Nipissing District residents experiencing homelessness as the top barrier for finding housing; Poverty can mean a person is one illness, one accident or one paycheque away from homelessness; NDHHP supports the concept of a minimum income that allows everyone to live in housing that is safe, adequate and affordable;

Now Therefore Be It Resolved, that the Corporation of the Municipality of Calvin supports, in principle, the Canadian Alliance to End Homelessness Recovery for All Campaign and their national movement to end homelessness in Canada; and

Furthermore Be It Resolved, that this motion be forwarded to the Honourable Doug Ford, Premier of Ontario, the Honourable Justin Trudeau, Prime Minister of Canada, Vic Fedeli, MPP – Nipissing.”

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>Mayor Pennell</u>	_____	_____

CORPORATION OF THE MUNICIPALITY OF CALVIN

Resolution

DATE: April 13, 2021 NO. _____

MOVED BY _____

SECONDED BY _____

“Whereas, the Corporation of the Municipality of Calvin is within the district of the North Bay Parry Sound District Health Unit (Health Unit); and

Whereas, the Health Unit received its first allocation of vaccine more than a month and a half later than Southern Ontario and Ottawa health regions; and

Whereas, vaccine allocation for the Health Unit has not increased over time to compensate for the delay in provision of the first vaccine allocation; and

Whereas, COVID-19 transmission rates in Northern Ontario, as evidenced by the effective reproduction numbers $R_{(t)}$, are among the highest in the province; and

Whereas, due to the vaccine allocation, the Health Unit is still in phase 1 of the rollout while public health unit regions in Southern Ontario and Ottawa are in phase 2; and

Whereas, *26.5% of the population in the Parry Sound District and 22.4% of the population in the Nipissing District are aged 65 years or older, compared to 16.7% for all of Ontario (2016 Census); and*

Whereas, the delay in the Health Unit vaccine allocations is causing increasing inequities in the booking of COVID-19 vaccination clinics; and

Whereas, due to the vaccine allocation, Indigenous populations have not received their required allocation;

Now Therefore Be It Resolved, that the Corporation of the Municipality of Calvin request that the vaccine allocation be prioritized to public health unit regions that are still in phase 1 to enable them to catch up to those regions in Southern Ontario and Ottawa; and

Furthermore Be It Resolved, that this motion be forwarded to the Honourable Doug Ford, Premier of Ontario, the Honourable Christine Elliot, Minister of Health, Vic Fedeli, MPP – Nipissing, Norm Miller, MPP – Parry Sound-Muskoka, John Vanthof, MPP – Timiskaming-Cochrane, Mayors/Reeves within the North Bay Parry Sound District Health Unit district, Ontario Boards of Health, and the Association of Local Public Health Agencies (alPHA).”

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>Mayor Pennell</u>	_____	_____

CORPORATION OF THE MUNICIPALITY OF CALVIN

Resolution

DATE: April 13, 2021 NO. _____

MOVED BY _____

SECONDED BY _____

“That the Municipality of Calvin will not be providing the “ASK” contribution of \$728.00 towards funding for capital assets associated with the Laurentian Ski Hill and Snowboarding Club for the NBMCA 2021 Budget.”

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>Mayor Pennell</u>	_____	_____

MUNICIPALITY OF CALVIN
2021CT20 REPORT TO COUNCIL

REPORT DATE: **April 6, 2021**
ORIGINATOR: **Cindy Pigeau – Clerk-Treasurer**
SUBJECT: **Emergency Control Group Meeting Summary – March 24, 2021**

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

In regards to Key Legislation changes – We moved to Yellow on Monday, March 22 despite Dr. Chirico from the North Bay Parry Sound District Health Unit recommending that we stay in red. This is due to our surrounding Health Units seeing a large increase in numbers of cases, specifically due to the Variants of Concern.

We are now in the 3rd wave of the pandemic.

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

The Emergency Plan now has an Appendix (Appendix 9) relating to pandemics. Papineau-Cameron has accepted the addition into their Emergency Plan as well.

Approximately half of the Fire Department has been vaccinated with the BioNTech-Pfizer vaccine. There will be a 16 week gap before they receive the second dose as there is a shortage of vaccines.

The Municipal State of Emergency still remains in effect.

Respectfully submitted;
Cindy Pigeau
Clerk-Treasurer

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

BY-LAW NO. 2021-011

BEING A BY-LAW TO AUTHORIZE A ROAD USE AGREEMENT BETWEEN MATTHEW AND TARA BRIDGEN AND THE CORPORATION OF THE MUNICIPALITY OF CALVIN.

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 Road Agreement with Matthew and Tara Bridgen for the permission to use certain section of the unopened, unassumed road allowance between Concession 2 and 3 for approximately 250 meters and then a 90 degree turn North for approximately 125 meters between Lots 10 and 11.

AND WHEREAS the Municipality has agreed to permit certain section of the unopened, unassumed road allowance to be so used on the understanding that Matthew and Tara Bridgen will assume all responsibility for maintenance on the driveway and for certain liability arising out of its use as specified in the Agreement;

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

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

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

Read a first, second time this _____ day of _____ 2021.

Read a third time and finally passed in open council this ____ day of _____ 2021.

MAYOR

CLERK - TREASURER

ROAD USE AGREEMENT

THIS AGREEMENT MADE BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

(hereinafter called the "Municipality")

OF THE FIRST PART

- and -

Matthew and Tara Bridgen

(hereinafter called "The Bridgen's")

OF THE SECOND PART

WHEREAS the Municipality is the registered owner of the unopened, unassumed road allowance between Concessions 2 and 3 for approximately 250 meters and then a 90 degree turn North for approximately 125 meters between Lots 10 and 11;

AND WHEREAS the Bridgen's have applied to the Municipality for permission to use certain sections of the unopened, unassumed road allowance between Concessions 2 and 3 for approximately 250 meters and then a 90 degree turn North for approximately 125 meters between Lots 10 and 11; and more particularly described in Schedule "A" attached hereto (the "Premises") as a driveway and to perform maintenance on those sections all year round;

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

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

1. **PERMISSION TO USE**

1.1 The Municipality hereby grants to the Bridgen's a non-exclusive permission to use the Premises as a driveway to access their lands and premises as described in Schedule "B" (Bridgen Lands) including maintenance and snowplowing during the winter period. Notwithstanding the granting of this permission the Municipality shall continue to have the right to use the Premises and the Premises shall continue to be open for public usage. The Bridgen's shall not be permitted to install or erect any barriers, fencing or signage indicating that the Premises are for the Bridgen's sole and exclusive use.

2. **TERM**

2.1 Subject to termination for the reasons hereinafter set out, this Agreement shall continue unless and until the Municipality, in its sole and unfettered discretion, determines that the Premises are required for municipal purposes that are inconsistent with this Agreement or that it is in the best interests of the

Municipality to terminate this Agreement. In such event, the Municipality shall give to the Bridgen's at least six (6) months' notice in writing of its intention to terminate this Agreement.

- 2.2 In the event that the Bridgen's fail to keep, observe or perform any of the terms, conditions, covenants and agreements herein contained which the Bridgen's are required to keep, observe or perform for a period of fifteen (15) days after notice in writing of such failure has been given to the Bridgen's then, at the option of the Municipality, the Municipality may terminate this Agreement by giving notice in writing to the Bridgen's.
- 2.3 In the event that the use of the Premises for the purposes more particularly set out in this Agreement have been discontinued for a period of more than twelve (12) consecutive months then the Municipality may terminate this Agreement by giving notice in writing to the Bridgen's.
- 2.4 This Agreement shall terminate in the event that the Bridgen's are no longer the registered owner of the Bridgen Lands unless a Transfer of the Agreement has been completed.
- 2.5 Notwithstanding the Municipality's right of termination as set out herein the Municipality may also remedy a default of the Bridgen's and the Bridgen's agree to be responsible for all costs incurred by the Municipality with respect to correcting the said default.
- 2.6 In the event that the Municipality establishes the unopened, unassumed road allowance between Concessions 2 and 3 for approximately 250 meters and then a 90 degree turn North for approximately 125 meters between Lots 10 and 11 as a year round maintained municipal road this Agreement shall terminate without notice.

3. CONDITION OF PREMISES

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

Any alternation of the road allowance into the Bridgen property will require the Bridgen's to also enter into a Contractor/Sub-Contractor Health and Safety Responsibility Agreement and provide a copy of current WSIB certificate. Schedule C provides for a copy of the Contractor/Sub-Contractor Health and Safety Responsibility Agreement. Proper drainage and/or cross culverts will be required to be installed to prevent any water build up or flooding along the municipal road allowance.

It is the responsibility of the Bridgen's to ensure that any driveway or road alternations be kept within the municipal road allowance and to protect any existing survey pins.

4. NO INTEREST IN LAND

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

5. MAINTENANCE AND REPAIR

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

5.2 The Bridgen's acknowledge that the Municipality does not have any obligation or responsibility whatsoever for the care and use of the Premises including but not limited to tree or vegetation removal, ditching, sanding or snowplowing.

6. INDEMNIFICATION FROM LIABILITY

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

7. TRANSFER OF AGREEMENT

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

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

8. SIGNAGE

8.1 The Bridgen's shall erect signage at the beginning of the road way off Homestead Road; which reads as follows:

**Privately Maintained Road – Road is not Assumed by the
Municipality of Calvin Beyond this Point**

8.2 The signage shall be prior approved in writing by the Municipality before being erected and shall be maintained in good condition by the Bridgen's.

9. NOTICE

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

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

To Matthew and Tara Bridgen: Matthew and Tara Bridgen
2035 Front Road North
Amherstburg, ON N9B 3R3
Email: mattbridgen@hotmail.com

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

10. GENERAL

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

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

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

SIGNED, SEALED AND DELIVERED BY:

the Municipality this _____ day of _____, 2021.

THE CORPORATION OF THE
MUNICIPALITY OF CALVIN

Per: _____
Name: Ian Pennell
Title: Mayor

Per: _____
Name: Cindy Pigeau
Title: Clerk-Treasurer

I/We have authority to bind the Corporation.

SIGNED, SEALED AND DELIVERED BY:

The Bridgen's this _____ day of _____, 2021.

Witness

Matthew Bridgen

Witness

Tara Bridgen

**THIS IS SCHEDULE “A” TO THE AGREEMENT BETWEEN THE CORPORATION OF
THE MUNICIPALITY OF CALVIN AND THE BRIDGEN’S**

THE PREMISES

See Attached ServiceOntario Property Index Map, printed on August 8, 2019 at 9:38:10

**THIS IS SCHEDULE "B" TO THE AGREEMENT BETWEEN THE CORPORATION OF
THE MUNICIPALITY OF CALVIN AND THE BRIDGEN'S**

THE BRIDGEN LANDS

The Corporation of the Municipality of Calvin, Concession 3, Lot 10.

CORPORATION OF THE MUNICIPALITY OF CALVIN

Resolution

DATE April 13, 2021 NO. _____

MOVED BY _____

SECONDED BY _____

“That this portion of the meeting be now closed under the Municipal Act, 2001, as per Section 239 (2) (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose - regarding Stewarts Road.”

CARRIED _____

DIVISION VOTE

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