October 21, 2021

NOTICE OF REGULAR MEETING

To: Mayor and Council

The Regular Meeting of Council will be held <u>electronically</u> at 7 p.m. on Tuesday, October 26, 2021.

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

Thank you.

Best regards;

Cindy Pigeau Clerk-Treasurer

CORPORATION OF THE MUNICIPALITY OF CALVIN

AGENDA REGULAR COUNCIL MEETING Tuesday October 26, 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	None
5.	REPORTS FROM COMMITTEES	None
6.	ACTION LETTERS	
A)	Minutes of Council Meeting	Adopt Minutes of Tuesday, October 12, 2021
B)	Councillor Heather Olmstead	Resignation
C)	By-Law No. 2021-029	Road Use Agreement – Christopher and Laurie Boileau
D)	By-Law No. 2021-030	Municipal Vaccination Policy
E)	By-Law No. 2021-028	Amendment to Hall Rental and Equipment Use Policy to Include Vaccination Passport Verification - Responsibility of Event Coordinator
F)	Report from Clerk-Treasurer	2021CT53 – Consolidation of Council Ideas for Property Standards By-Law
G)	By-Law No. 2021-031	Confirm the Proceedings of Council (July to September 2021)
H)	Town of Mattawa	Advertising in the Calvin Newsletter – Local Mattawa Events
I)	Municipality of Calvin – Fire	Request for purchase of New Pumper Truck
J)	Municipality of Calvin – Administration	Acknowledgement of Insurance Request for Proposal
K)	Councillor Dan Maxwell	Clarification of Comments Made by Councillor Shippam at the October 12, 2021 Regular Council Meeting
L)	Councillor Dan Maxwell	Request for Petition to Be Put in Municipal Office, RE: Cassellholme
M)	Councillor Dan Maxwell	Request for Apology from Tammy Albers, E4M Regarding Comments Made at the October 12, 2021 Regular Council Meeting
N)	Councillor Dan Maxwell	Discussion on How to Decrease Integrity Commissioner Costs

7. INFORMATION LETTERS

8. 9. 10. 12. 13.	INFORMATION LETTERS AVAILABLE OLD AND NEW BUSINESS ACCOUNTS APPROVAL REPORT BUSINESS ARISING FROM CLOSED SESSION NOTICE OF MOTION	
R)	Municipality of Calvin	Quarterly Trial Balance
Q)	Ministry of Northern Development, Mines Natural Resources and Forestry	Proposed Amendments to Crown Forest Sustainability Act
P)	Ministry of Municipal Affairs and Housing	Enhanced Covid 19 Vaccine Certificate with QR Code
O)	Municipal Property Assessment Corporation	2021 Year End Product Delivery Schedule
N)	Municipal Property Assessment Corporation	Municipal Levy
M)	Association of the Municipalities of Ontario	The Canada Community Building Fund – Annual Report
L)	Ministry of Health	A Digitally Enabled Navigation Tool – Contract Award
K)	Township of Enniskillen	Cannabis Production and Processing Facilities
J)	Association of the Municipalities of Ontario	Phase I Regulation of Conservation Authorities Act Released
I)	Ministry of the Environment, Conservation And Parks	Amendment to Environmental Assessment Act
H)	Ministry of the Environment, Conservation And Parks	Amendments to the Conservation Authorities Act
G)	Association of the Municipalities of Ontario	Increased Staffing in Long-Term Care & Red Tape Reduction Bill
F)	The Royal Canadian Legion	Donation Request
E)	Ministry of the Environment, Conservation And Parks	Industrial Noise and Odour Pollution
D)	Municipality of East Ferris	Remembrance Day
C)	Solicitor General	Community Safety and Well Being Plan
B)	Mr. Matthew Bridgen	Concerns about the use of the word "driveway" in Road Use Agreements and other safety questions
A)	Mr. Todd Fisher	Request for Costing of Turnaround on Floods Road

14. ADJOURNMENT

CORPORATION OF THE MUNICIPALITY OF CALVIN MINUTES OF THE REGULAR COUNCIL MEETING TUESDAY, OCTOBER 12, 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, Coun Christine Shippam and Clerk-Treasurer, Cindy Pigeau.

Regret: 2 -	Dean Maxwell, Fire Chief	Guests: 2 – Tammy Albers, E4M Solutions
-	Chris Whalley, Roads Superintendent	- Colleen Hannigan, E4M Solutions

The meeting was called to order at <u>7:00</u> p.m. by Mayor Ian Pennell

PECUNIARY/CONFLICT OF INTEREST: Mayor Pennell declared a conflict of interest on Item No. 6K – Acceptance of Integrity Commissioner Report – Mayor Ian Pennell, Reason: "The item is regarding a report about me."

> Councillor Maxwell declared a conflict of interest on Item No. 6L/N – Acceptance of Integrity Commissioner Report – Councillor Maxwell & Integrity Commissioner Report – Councillor Maxwell – Recommendations of Penalty by Integrity Commissioner, Reason: "Named in Report."

Councillor Olmstead declared a conflict of interest on Item No. 6M – Integrity Commissioner Report – Councillor Olmstead – Recommendations of Penalty by Integrity Commissioner, Reason: "My Name is on the Document."

PRESENTATIONS/DELEGATIONS: Mr. Mike Lalonde, Extension for Compliance with Zoning By-Law -written document only

2021-235 ADOPT MINUTES OF TUESDAY, SEPTEMBER 28, 2021

Moved by Coun Shippam and seconded by Coun Maxwell that the minutes of the regular meeting of Council held on Tuesday, September 28, 2021 be hereby adopted and signed as circulated.

Recorded Vote as per Electronic Meeting Best Practices

Councillor CrossYeaCouncillor MaxwellYeaCouncillor OlmsteadYeaCouncillor ShippamYeaMayor PennellYeaCarriedYea

ADOPT MINUTES OF TUESDAY, OCTOBER 5, 2021 Moved by Coun Cross and seconded by Coun Maxwell that the minutes of the special meeting of Council held on Tuesday, October 5, 2021 be hereby adopted and signed as circulated.

Recorded Vote as per Electronic Meeting Best PracticesCouncillor CrossYeaCouncillor MaxwellYea

Councillor Olmstead Yea Councillor Shippam Yea Mayor Pennell Yea Carried

2021-237 CALL FOR AN EMERGANCY MEETING OF MAYORS AND SENIOR MUNICIPAL STAFF - CASSELLHOLME Moved by Coun Olmstead and seconded by Coun Cross that whereas the Corporation of the Municipality of Calvin is a partner in the Cassellholme Long term-care facility; AND WHEREAS the partners to Cassellholme have been attempting to undertake a redevelopment project; AND WHEREAS there have been several resignations from the board of Management recently; AND WHEREAS these resignations may indicate significant issues between the Board of Management, the Management of Cassellholme and the partner Municipalities; THEREFORE, be it resolved that the Council of the Municipality of Calvin requests an urgent meeting of the Mayors and CAO/Clerk/Treasurers of the partner municipalities to discuss the issues and opportunities to move forward; FURTHER be it resolved this meeting of the Mayor's and CAO/Clerk/Treasurers of the partner member municipalities, to the Board of Management, be held in the absence of appointed members, of the Board of Management or the Management of Cassellholme to allow for candid conversations related to the direction of management and the municipal appointees to the board.

Recorded Vote as per Electronic Meeting Best Practices

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

2021-238 REQUEST FOR AN APOLOGY - CASSELLHOLME

Moved by Coun Maxwell and seconded by Coun Shippam that whereas the Municipality of Calvin is a member of the District of Nipissing Cassellholme; AND WHEREAS AI McDonald and Tanya Vrebosch of the City of North Bay, Terry Kelly of the Municipality of East Ferris and Dean Backer from the Town of Mattawa have all resigned from the Board of Management for reason of governance concerns; AND WHEREAS due to concerns with the fact that the recent "Open Letter from Cassellholme" was not approved by the Cassellholme Board of Management; THEREFORE the Council of the Municipality of Calvin joins the Municipality of East Ferris in expressing disapproval of the "Open Letter from Cassellholme". In particular, we reject comments about municipalities dithering and it resulting in the addition of costs and also the statement that "it's not about cost, it's about priorities" when according to the Municipality of Calvin it is about both. It is unacceptable for Cassellholme to state that it has been working with all nine municipalities when in fact in recent months it opted to levy its partners and issue the "Open Letter." For these reasons and in particular for behavior that has led to numerous representatives stepping down from the Board of Management, we request an apology; BE IT HEREBY RESOLVED that this resolution be forwarded to the Ministry of Long Term Care, the Ministry of Municipal Affairs and Housing, our Member of Provincial Parliament, all our Member Municipalities and the Cassellholme Board of Management.

Recorded Vote as per Electronic Meeting Best Practices

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

2021-239 REQUEST TO REMOVE ACCOUNTS APPROVAL REPORT FROM AGENDA

Moved by Coun Olmstead and seconded by Coun Cross that whereas Council approves an annual budget and all

expenditures should be included within this budget for the year; AND WHEREAS if an expenditure is not included in the budget, the procurement by-law should be followed as well as Council should be made aware or authorization provided depending on the circumstances of the purchase; THEREFORE, be it resolved that the Council of the Corporation of the Municipality of Calvin would like to remove Item #10 - Accounts Approval Report from the meeting agenda from this date forward and hereby requests the Clerk-Treasurer proceed with the necessary steps to amend the "Procedural By-Law" to have Item #10 – Account Approval Report removed from the meeting agenda.

Recorded Vote as per Electronic Meeting Best Practices

Yea	
	Nay
Yea	
Yea	
Yea	
	Yea Yea

2021-240 REQUEST FOR RELEASE OF FINANCIAL INFORMATION POLICY

Moved by Coun Maxwell and seconded by Coun Shippam that whereas on a quarterly basis, a trial balance is provided to Members of Council and included in the Council Package for Members of the Public; AND WHEREAS requests for financial information from the community are commonly received; AND WHEREAS the Municipality currently does not have a policy on what type of financial information can to be provided to the public; THEREFORE, be it resolved that the Council of the Corporation of the Municipality of Calvin would like the Clerk-Treasurer to research what type of financial information can be released to the public and potentially develop a policy to include this information.

Recorded Vote as per Electronic Meeting Best Practices

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

2021-223 BY-LAW NO. 2021-26 BEING A BY-LAW TO APPOINT JOINT COMMUNITY EMERGENCY MANAGEMENT COORDINATORS (CEMC) AND THEIR ALTERNATES FOR THE CORPORATION OF THE MUNICIPALITY OF CALVIN AND FOR THE CORPORATION OF THE TOWNSHIP OF PAPINEAU-CAMERON

Moved by Coun Maxwell and seconded by Coun Shippam that by-law No. 2021-26 being a by-law to appoint joint community emergency management coordinators (CEMC) and their alternates for the Corporation of the Municipality of Calvin and for the Township of Papineau-Cameron. This by-law received third and final reading on Tuesday, October 12, 2021 and finally passed before an open Council on this date.

Recorded Vote as per Electronic Meeting Best Practices

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

2021-226 BY-LAW NO. 2021-27 BEING A BY-LAW TO AUTHORIZE A ROAD USE AGREEMENT BETWEEN MATHEW AND STUART WRIGHT AND THE CORPORATION OF THE MUNICIPALITY OF CALVIN.

Moved by Coun Cross and seconded by Coun Olmstead that by-law No. 2021-27 being a by-law to authorize a road use

agreement between Mathew and Stuart Wright and the Corporation of the Municipality of Calvin. This by-law received third and final reading on Tuesday, October 12, 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	
Councillor Shippam	Yea	
Mayor Pennell	Yea	
Carried		

2021-241 BY-LAW NO. 2021-29 BEING A BY-LAW TO AUTHORIZE A ROAD USE AGREEMENT BETWEEN CHRISTOPHER AND LAURIE BOILEAU AND THE CORPORATION OF THE MUNICIPALITY OF CALVIN. Moved by Coun Olmstead and seconded by Coun Cross (First Reading). Moved by Coun Maxwell and Seconded by Coun Shippam (Second Reading) that by-law No. 2021-29 being a by-law to authorize a road use agreement between Christopher and Laurie Boileau and the Corporation Municipality of Calvin. This by-law received 1st & 2nd reading on Tuesday, October 12, 2021 and will come before Council for a 3rd and final reading on Tuesday, October 26, 2021.

Recorded Vote as per Electronic Meeting Best Practices

First Reading	
Councillor Cross	Yea
Councillor Maxwell	Yea
Councillor Olmstead	Yea
Councillor Shippam	Yea
Mayor Pennell	Yea
Carried	

Recorded Vote as per Electronic Meeting Best Practices

Second Reading	
Councillor Cross	Yea
Councillor Maxwell	Yea
Councillor Olmstead	Yea
Councillor Shippam	Yea
Mayor Pennell	Yea
Carried	

2021-242 SUPPORT FOR CONSOLIDATION OF AGENCIES FOR OPIOD CRISIS - FONOM

Moved by Coun Shippam and seconded by Coun Maxwell that whereas communities across the province are addressing an intensified social crisis and Northern Ontario is no different. We recognize that creating solutions will require a multiministry approach but if there are lessons to be learned from this pandemic, what were once cracks in the health care foundation, there are now large gaps forming especially around mental health, addictions, and homelessness; WHEREAS Northern Ontario has significant challenges when it comes to accessing mental health and addictions services for our people in our communities; WHEREAS over 300 Child care staff who provide services to over 21,000 licensed child care spaces in over 340 locations across the North and they see the effects of Mental Health and Addictions every day in the children they care for and the parents they support; WHEREAS, the defined area of Northern Ontario is over 800,000 square kilometers. Also, annually over 500 Social Services staff provide financial and employment assistance to over 15,000 families in 37 delivery sites across the North. Over 300 Community Housing staff provide safe and affordable housing to over 17,000 families in the North. In addition, there are many Police Officers and over 900 paramedics who responded to 200,000 medical emergency 911 calls. Paramedics have seen the direct results of the Mental Health and Addictions crisis in the North and some cases becoming ill themselves trying to cope with what they have seen; WHEREAS the Municipality of Calvin appreciates the efforts of all the agencies that are working to help and support those addicted to opioids. In some districts, over 30 agencies are providing some assistance. But we would like to see consolidation of these agencies with the input of Municipalities/DSSAB's and local stakeholders. As we believe, a streamlined agency would be able to put the combined funds to better use; THEREFORE BE IT RESOLVED that the Municipality of Calvin ask that our Northern Ontario Health Teams, in consultation with FONOM/Municipalities/DSSAB's and local stakeholders, support a province-wide strategy that supports such consolidation; FUTHER BE IT RESOLVED that a copy of this Resolution to be shared with Premier Ford, Christine Elliott the Minister of Health, Michael Tibollo the Associate Minister of Mental Health and Addictions, the Leaders of the Provincial Oppositions, and the Association of Municipalities of Ontario (AMO).

Recorded Vote as per Electronic Meeting Best PracticesCouncillor CrossYeaCouncillor MaxwellYeaCouncillor OlmsteadYeaCouncillor ShippamYeaMayor PennellYeaCarriedYea

2021-243 ACCEPTANCE OF INTEGRITY COMMISSIONER REPORT – MAYOR IAN PENNELL

Moved by Coun Shippam and seconded by Coun Maxwell that the following report, item A below, has been presented to Council at the October 5, 2021 Special Council meeting by E4M Solutions: A – Office of the Integrity Commissioner – Inquiry Report/Decision, Allegation: Contravention of the Municipality of Calvin Code of Conduct, by: Mayor Ian Pennell; NOW BE IT THEREFORE RESOLVED that Council hereby accepts this report as presented.

Recorded Vote as per Electronic Meeting Best Practices

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

2021-244 ACCEPTANCE OF INTEGRITY COMMISSIONER REPORT – COUNCILLOR DAN MAXWELL

Moved by Coun Olmstead and seconded by Coun Cross that the following report, item A below, has been presented to Council at the October 5, 2021 Special Council meeting by E4M Solutions: A – Office of the Integrity Commissioner – Inquiry Report/Decision, Allegation: Contravention of the Municipality of Calvin Code of Conduct, by: Councillor Daniel Maxwell; NOW BE IT THEREFORE RESOLVED that Council hereby accepts this report as presented.

Recorded Vote as per Electronic Meeting Best Practices

Yea	
	Declared Conflict of Interest
Yea	
Yea	
Yea	
	Yea Yea

ACCEPTANCE OF INTEGRITY COMMISSIONER REPORT – COUNCILLOR HEATHER OLMSTEAD Moved by Coun Maxwell and seconded by Coun Shippam that the following report, item A below, has been presented to Council at the October 5, 2021 Special Council meeting by E4M Solutions: A – Office of the Integrity Commissioner – Inquiry Report/Decision, Allegation: Contravention of the Municipality of Calvin Code of Conduct, by: Councillor Heather Olmstead; NOW BE IT THEREFORE RESOLVED that Council hereby accepts this report as presented.

Recorded Vote as per Electronic Meeting Best Practices

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

2021-246 INTEGRITY COMMISSIONER REPORT – COUNCILLOR MAXWELL – RECOMMENDATIONS OF PENALTY BY INTEGRITY COMMISSIONER

Moved by Coun Olmstead and seconded by Coun Cross that whereas a request for inquiry was made to the Integrity Commissioner alleging that Councillor Maxwell 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 October 5, 2021; WHEREAS the Integrity Commissioner found that Councillor Maxwell did:

- "Did use Indecent, abuse or insulting words, tone or expression toward past Council and Councillors, during the May 11, 2021, closed portion of the Council meeting and he, thereby violated Section 7(2) of the Code of Conduct."
- "Did contravene sections 6.1 and 6.2 of the Code of Conduct which requires him to be civil and respectful in meetings and to respect the decision-making process. Councillor Maxwell is also required to communicate the attitudes and decision of Council accurately and adequately, even if he disagrees with a majority decision of Council."
- "Upon finding a breach of the Code of conduct, section 223.4(5) of the Municipal Act, 2001 permits Council to levy a penalty of either a reprimand or a suspension of the remuneration paid to the member in respect of his services as a member of council for a period of up to 90 days for each breach."

WHEREAS the recommendations of the Integrity Commissioner are as follows:

- "Council was present for and witnessed the behavior of Councillor Maxwell and is in a better position than the Integrity Commissioner to measure the offence and the appropriate penalty."
- "Additionally, we recommend that Council consider recording their closed session meetings. This is a best practice supported by the Ombudsman."

WHEREAS Council has considered the findings and recommendations of the Integrity Commissioner; NOW THEREFORE BE IT RESOLVED THAT:

- a) Councillor Maxwell shall formally apologize to Council;
- b) Councillor Maxwell will be given <u>a suspension of remuneration for 270 days</u>. (formal reprimand or suspension of remuneration for <u>days</u>)
- c) Council requests the Clerk-Treasurer to investigate how closed meetings can be recorded.

Recorded Vote as per Electronic Meeting Best Practices Division Vote: Section a) Apology to Council

Division voic, Section		logy to council
Councillor Cross	Yea	
Councillor Maxwell		Declared Conflict of Interest
Councillor Olmstead	Yea	
Councillor Shippam	Yea	
Mayor Pennell	Yea	
Carried		
Division Vote; Section	b) Susp	pension of Remuneration for 270 days
Councillor Cross	Yea	

Councillor Maxwell		Declared Conflict of Interest
Councillor Olmstead		Nay
Councillor Shippam	Yea	
Mayor Pennell	Yea	
Carried		
Division Vote; Section	c) Invest	igate how closed meetings can be recorded
Councillor Cross	Yea	
Councillor Maxwell		Declared Conflict of Interest
Councillor Olmstead	Yea	
Councillor Shippam	Yea	
Mayor Pennell	Yea	
Carried		

2021-247 INTEGRITY COMMISSIONER REPORT – COUNCILLOR OLMSTEAD – RECOMMENDATIONS OF PENALTY BY INTEGRITY COMMISSIONER

Moved by Coun Cross and seconded by Coun Maxwell that whereas a request for inquiry was made to the Integrity Commissioner alleging that Councillor Olmstead had contravened the Municipality's Code of Conduct; WHEREAS an inquiry was conducted by the Integrity Commissioner in response to the request and a report was presented to Council on October 5, 2021; WHEREAS the Integrity Commissioner found that Councillor Olmstead did:

- "Did contravene the Council-Staff Relations (CSR) Policy when she was found to have breached the OHSA due to her actions toward the Road Superintendent. This contravention is also a breach of the Code of Conduct."
- "Did contravene section 7.1 and 8.1 of the code of Conduct when she was found to have breached the OHSA due to her actions toward the Road Superintendent."
- "Did contravene section 1.2(d) when she retrieved her Live Trap and then was deceitful to Ms. Campbell about collecting it causing undo distress to Ms. Campbell."
- "Did contravene section 7.2 of the Code of Conduct when she made disparaging remarks about Councillor Cross and other members of Council when she dropped off the Live Trap and was speaking with Ms. Campbell."
 WHEREAS the recommendations of the Integrity Commissioner are as follows:
 - "Upon finding a breach of the Code of Conduct, section 223.4(5) of the *Municipal Act*, 2001 permits Council to levy a penalty of either a reprimand, or a suspension of the remuneration paid to the member in respect of her services as a member of council for a period of up to 90 days for each breach."
 - "The conduct of Councillor Olmstead in these matters was astounding. She has shown not only disregard for the ethical responsibilities in the Code of Conduct, but egregious and flagrant disregard for serious legislation like the OHSA. Further that she has not taken responsibility for any of her actions and instead blames others or attempts to legitimize her behaviour by deflecting/or focusing on the behaviour of others."
 - "This is the second Integrity Commissioner inquiry related to the actions of Councillor Olmstead wherein she was found to have contravened the Code of Conduct. Of significant concern is that Councillor Olmstead criticized the Road Superintendent using the most offensive language known to our legal system."
 - "We are most concerned that this behaviour must stop. It is destructive to the operation of the Municipality and is poisoning the work environment for staff and is diverting valuable taxpayer resources from providing appropriate service."
 - "We very strongly recommend that Council request that Councillor Olmstead resign her position on Council. It is clear that she does not acknowledge, and even denied her behaviour(s) toward the Road Superintendent as well as others involved in this inquiry. It is our opinion that her behaviour will be ongoing and will place the Municipality and perhaps Councillor Olmstead personally at considerable risk of litigation."
 - "Alternatively, should Council not wish to take such action or should Councillor Olmstead refuse to resign Council should strictly impose the following:

a. With respect to the contravention of the *OHSA* and subsequently 1.2 (f) of the Code of Conduct our recommendation is that Council suspend her remuneration for a period of ninety (90) days for the multiple breaches. This is the maximum financial penalty we can recommend.

b. With respect to the contravention of the CSR and the Code of Conduct related to her vexatious comments to and about the Road Superintendent, we recommend that Councillor Olmstead

i. Not be allowed to participate in any performance management related to the Road Superintendent who currently reports to Council as a whole;

ii. Be removed from all boards and committees;

iii. Not be allowed to communicate with staff directly, that all communications to staff go through an anonymized email address;

iv. Not be allowed to attend the Municipal Office or Municipal worksites where staff may be except for retrieving Council mail/packages, make bill payments, and attend Council meetings or otherwise fulfilling her statutory roles.

v. Be able to request the restrictions be reviewed in six (6) months.

c. With respect to the contraventions of sections 1.2(d) and 7.2, that Councillor Olmstead be required to make a public apology to Ms. Campbell and Councillor Cross and Council generally, for her behaviour."

• "We further recommend that Council consider adopting an administrative or CAO model where employees report to one senior manager and only the senior manager reports to Council."

WHEREAS Council has considered the findings and recommendations of the Integrity Commissioner; NOW THEREFORE BE IT RESOLVED THAT:

- a) Councillor Olmstead shall <u>Resign Immediately</u>
- b) Councillor Olmstead shall <u>Remuneration removed for 5 breaches for a total of 450 days.</u>
- c) Councillor Olmstead shall <u>Be removed from all boards and committees</u>
- d) Councillor Olmstead shall <u>Have no direct contact with Staff</u>
- e) Councillor Olmstead shall <u>Not be allowed on Municipal Property where staff may be except for statutory</u> <u>duties or to pick up mail packages, make bill payments or attend Council Meetings.</u>
- f) Councillor Olmstead shall <u>Make a Public Apology to Ms. Campbell, Councillor Cross and Council generally for</u> <u>her behaviour.</u>

Recorded Vote as per Electronic Meeting Best Practices

Division Vote; Section a) Resign Immediately

	.,	<u> </u>
Councillor Cross	Yea	
Councillor Maxwell		Nay
Councillor Olmstead		Declared Conflict of Interest
Councillor Shippam	Yea	
Mayor Pennell	Yea	
Carried		
Division Vote; Section	b) Remu	neration removed for 5 breaches for a total of 450 days
Councillor Cross	Yea	
Councillor Maxwell		Nay
Councillor Olmstead		Declared Conflict of Interest
Councillor Shippam	Yea	
Mayor Pennell	Yea	
Carried		
Division Vote; Section	c) Remo	ved from all boards and committees
Councillor Cross	Yea	
Councillor Maxwell		Nay

Councillor Olmstead		Declared Conflict of Interest
Councillor Shippam	Yea	
Mayor Pennell	Yea	
Carried		
Division Vote; Section	d) No di	rect contact with staff
Councillor Cross	Yea	
Councillor Maxwell		Nay
Councillor Olmstead		, Declared Conflict of Interest
Councillor Shippam	Yea	
Mayor Pennell	Yea	
Carried		
Division Vote; Section	e) Not b	e allowed on Municipal Property where staff may be except for statutory duties or to pick
<u>mail packages, make l</u>	bill paym	ents or attend Council Meetings
Councillor Cross	Yea	
Councillor Maxwell		Nay
Councillor Olmstead		Declared Conflict of Interest
Councillor Shippam	Yea	
Mayor Pennell	Yea	
Carried		
Division Vote; Section	f) Public	apology to Ms. Campbell, Councillor Cross and Council generally for her behaviour
Councillor Cross	Yea	
Councillor Maxwell		Nay
Councillor Olmstead		Declared Conflict of Interest
Courseiller Chinesen		
Councillor Shippam	Yea	
Mayor Pennell	Yea Yea	

2021-248 MUNICIPAL VACCINATION POLICY BEING A BY-LAW TO ADOPT A POLICY REGARDING THE VACCINATION OF WORKERS AGAINST COVID-19 FOR THE MUNICIPALITY OF CALVIN.

Moved by Coun Olmstead and seconded by Coun Shippam (First Reading). Moved by Coun Shippam and seconded by Coun Cross (Second Reading); that a Municipal vaccination policy being a by-law to adopt a policy regarding the vaccination of workers against COVID-19 for the Municipality of Calvin. This by-law received 1st & 2nd reading on Tuesday October 12, 2021 and will come before Council for a 3rd and final reading on Tuesday, October 26, 2021.

Recorded Vote as per Electronic Meeting Best Practices

First Reading		
Councillor Cross	Yea	
Councillor Maxwell	Yea	
Councillor Olmstead		Nay
Councillor Shippam	Yea	
Mayor Pennell	Yea	
Carried		
Second Reading		
Councillor Cross	Yea	
Councillor Maxwell	Yea	
Councillor Olmstead		Nay
Councillor Shippam	Yea	
Mayor Pennell	Yea	
Carried		

2021-249 BEING A BY-LAW TO AMEND BY-LAW 2020-020 and BY-LAW 2020-025 - A POLICY OUTLINING THE TERMS AND CONDITIONS AND FEES FOR THE RENTAL OF THE CALVIN COMMUNITY CENTRE AND ITS EQUIPMENT (Commonly Known as the Hall Rental and Equipment Use Policy) TO INCLUDE PANDEMIC SCREENING, CONTRACT TRACING AND VACCINATION REQUIREMENTS.

Moved by Coun Olmstead and seconded by Coun Maxwell (First Reading). Moved by Coun Maxwell and seconded by Coun Shippam (Second Reading); that being a by-law to amend by-law 2020-020 and by-law 2020-025 – A policy outlining the terms and conditions and fees for the rental of the Calvin Community Centre and its equipment (Commonly known at the Hall Rental and Equipment Use Policy), to include pandemic screening, contract tracing and vaccination requirements. This by-law received 1st & 2nd reading on Tuesday October 12, 2021 and will come before Council for a 3rd and final reading on Tuesday, October 26, 2021.

Recorded Vote as per Electronic Meeting Best Practices

First Reading	
Councillor Cross	Yea
Councillor Maxwell	Yea
Councillor Olmstead	Yea
Councillor Shippam	Yea
Mayor Pennell	Yea
Carried	
Second Reading	
Councillor Cross	Yea
Councillor Maxwell	Yea
Councillor Olmstead	Yea
Councillor Shippam	Yea
Mayor Pennell	Yea
Carried	

2021-250 REQUEST FOR EXTENSION FOR COMPLIANCE WITH ZONING BY-LAW

Moved by Coun Olmstead and seconded by Coun Cross that the Council of the Corporation of the Municipality of Calvin has considered Mr. Mike Lalonde's request for an extension and has agreed to the following: No extension will be provided to Mr. Lalonde.

Recorded Vote as per Electronic Meeting Best Practices

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

2021-251 DISBURSEMENTS

Moved by Coun Cross and seconded by Coun Maxwell that the disbursements dated October 7, 2021 in the amount of <u>\$ 33,251.27</u> and October 12, 2021 in the amount of <u>\$ 10,806.00</u> be hereby authorized and passed for payment.

Recorded Vote as per Electronic Meeting Best Practices

Councillor CrossYeaCouncillor MaxwellYeaCouncillor OlmsteadYeaCouncillor ShippamYeaMayor PennellYeaCarriedYea

2021-252 ADJOURNMENT

Moved by Coun Olmstead and seconded by Coun Shippam that this Regular meeting of Council now be adjourned at _9:39_ p.m.

Recorded Vote as per Electronic Meeting Best Practices

Councillor CrossYeaCouncillor MaxwellYeaCouncillor OlmsteadYeaCouncillor ShippamYeaMayor PennellYeaCarriedYea

CORPORATION OF THE MUNICIPALITY OF CALVIN

Resolution

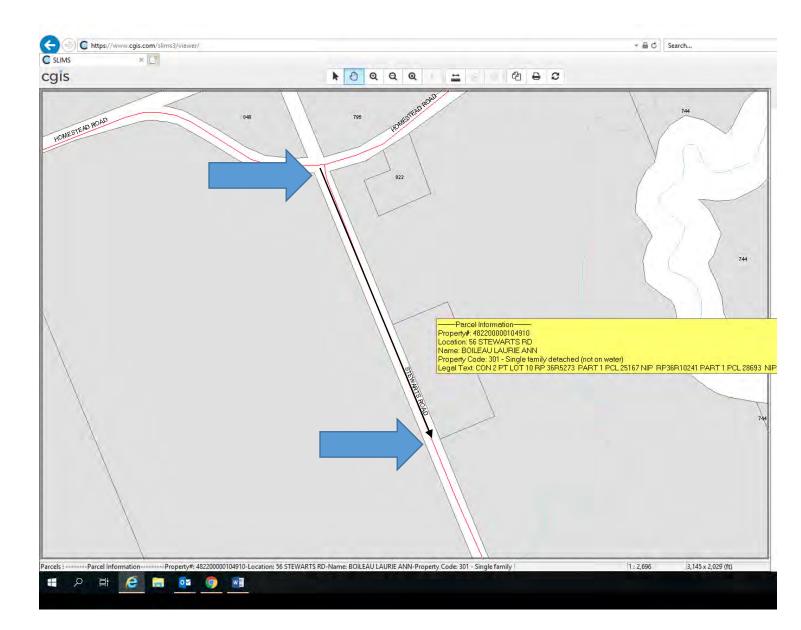
DATE: October 26, 2021	NO
MOVED BY	
SECONDED BY	

"That the Council of the Municipality of Calvin hereby _________(accepts/rejects), Councillor Heather Olmstead's resignation as of Tuesday, October 26, 2021."

CARRIED_____

DIVISION VOTE

NAME OF MEMBER OF COUNCIL	YEAS	NAYS
Coun Cross		
Coun Maxwell		
Coun Olmstead		
Coun Shippam		
Mayor Pennell		



October 1, 2021

ROAD USE AGREEMENT

THIS AGREEMENT MADE BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

(hereinafter called the "Municipality")

OF THE FIRST PART

- and -

CHRISTOPHER DAVID BOILEAU AND LAURIE ANN BOILEAU

(hereinafter called the "Boileaus")

OF THE SECOND PART

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

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

AND WHEREAS the Municipality has agreed to permit certain sections of Stewart's Road to be so used on the understanding that the Boileaus 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 Boileaus a non-exclusive permission to use the Premises as a driveway to access their lands and premises as described in Schedule "B" (the Boileaus' 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 Boileaus shall not be permitted to install or erect any barriers, fencing or signage indicating that the Premises are for the Boileaus' sole and exclusive use.

2. <u>TERM</u>

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 Boileaus at least six (6) months' notice in writing of its intention to terminate this Agreement.

- 2.2 In the event that the Boileaus fail to keep, observe or perform any of the terms, conditions, covenants and agreements herein contained which the Boileaus 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 Boileaus then, at the option of the Municipality, the Municipality may terminate this Agreement by giving notice in writing to the Boileaus.
- 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 Boileaus.
- 2.4 This Agreement shall terminate in the event that the Boileaus are no longer the registered owner of the Boileaus' 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 Boileaus and the Boileaus 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 Stewart's Road as a year- round maintained municipal road this Agreement shall terminate without notice.

3. <u>CONDITION OF PREMISES</u>

The Boileaus 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.

4. <u>NO INTEREST IN LAND</u>

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

5. <u>MAINTENANCE AND REPAIR</u>

- 5.1 The Boileaus agree to maintain the Premises, including any permitted improvements or alterations, so that the Premises will at all times be in good repair and safe for use during the winter period. Upon termination of this Agreement the Boileaus 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 Boileaus acknowledge that the Municipality does not have any obligation or responsibility whatsoever for the care and use of the Premises including tree or vegetation removal, sanding during the winter period.
- 5.3 The Boileaus acknowledge that this Agreement does not increase any local services provided by the Municipality.

6. INDEMNIFICATION FROM LIABILITY

The Boileaus 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 Boileaus of the Agreement rights granted herein or arising from or as a result of any act or omission of the Boileaus 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 Boileaus, the Boileaus 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 Boileaus 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 Boileaus' 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. <u>SIGNAGE</u>

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

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

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

9. <u>NOTICE</u>

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: <u>clerk@calvintownship.ca</u>

To the Boileaus:	Christopher David Boileau and Laurie Ann Boileau
	56 Stewarts Road, RR. #2
	Mattawa, Ontario, P0H 1V0
	Email: laurieboileau@rogers.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. <u>GENERAL</u>

- 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 Boileaus 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 AN	ND 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
SIGNED, SEALED AN	ND DELIVERED	I/We have authority to bind the Corporation. BY:
the Boileaus this	day of	, 2021.
Witness		CHRISTOPHER DAVID BOILEAU

LAURIE ANN BOILEAU

THIS IS SCHEDULE "A" TO THE AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF CALVIN AND CHRISTOPHER DAVID BOILEAU AND LAURIE ANN BOILEAU

THE PREMISES

See Attached Map.

THIS IS SCHEDULE "B" TO THE AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF CALVIN AND CHRISTOPHER DAVID BOILEAU AND LAURIE ANN BOILEAU

THE BOILEAUS' LANDS

CON 2 PT LT 10 RP 36R5273 PART 1 PCL 25167 NIP RP36R10241 PART 1 PCL 58693 NIP

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

BY-LAW NO. **_2021-029**

BEING A BY-LAW TO AUTHORIZE A ROAD USE AGREEMENT BETWEEN CHRISTOPHER AND LAURIE BOILEAU AND THE CORPORATION OF THE MUNICIPALITY OF CALVIN.

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

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

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

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

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

- 1) That the Mayor and the Clerk-Treasurer are the designated signing officers and are authorized to execute an agreement on behalf of the Corporation of the Municipality of Calvin.
- 2) That "Road Agreement between Christopher and Laurie Boileau 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 <u>12th</u> day of <u>October</u> 2021.

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



Municipality of Calvin Worker Vaccination Policy

BACKGROUND

On March 11, 2020, the World Health Organization declared COVID-19 a pandemic. The first case in the North Bay Parry Sound District Health Unit region was reported on March 26, 2020. As the pandemic evolves, variants of the virus have circulated globally as well as locally in Ontario and in the Nipissing and Parry Sound districts. Some variants, for example; the delta variant, have proven to be more easily transmissible and/or cause more severe illness than the original strain. They have required more robust public health measures, including high vaccination rates.

PURPOSE

The purpose of this policy is to outline the workplace's expectations with regards to COVID-19 immunization of employees, elected officials, volunteers and students. It may also apply to contracted service-providers, where circumstances warrant and in the discretion of the Clerk-Treasurer. Collectively, the above mentioned individuals are referred to in this policy as "workers."

As the health and safety of our workers and the public is a top priority, we are committed to taking all reasonable precautions to protect the health and safety of workers during the pandemic of COVID-19. Vaccination is an effective way to protect oneself and one's co-workers from COVID-19.

Contingent upon vaccine availability and unless medically contraindicated, it is the expectation that all eligible employees, elected officials, volunteers and students are fully vaccinated against COVID-19 (i.e. against infections caused by SARS-CoV-2) regardless of how often or how much time is spent in their respective workplace.

LEGISLATIVE FRAMEWORK

This policy is aligned with the employer's general duty under the *Occupational Health and Safety Act* to take every reasonable precaution to protect its workers (broadly defined) and the responsibility to assess the workplace for risks, including that of COVID-19 transmission. This policy is applied in accordance with the *Ontario Human Rights Code, Occupational Health and Safety Act* and any other applicable legislation and/or collective agreement.

Information collected under this policy and procedure is in compliance with relevant legislation including but not limited to the *Personal Health Information Protection Act* and the Ontario *Human Rights Code.*

As the pandemic evolves, and/or legislation or public health guidance changes, the purpose and requirements outlined in this policy may change.

REQUIREMENTS

The Municipality has implemented and will continue to implement, various measures in the workplace as a result of the Covid-19 pandemic and as may be recommended by public health authorities. All workers must comply with these measures.

One such measure is vaccinations. All employees, staff, contractors, volunteers and students will be required to provide one of the following by November 30th, 2021:

- 1. Proof of COVID-19 vaccine administration as per the following requirements:
 - a. If the individual has only received the first dose of a two-dose COVID-19 vaccination series approved by Health Canada, proof that the first dose was administered and, as soon as reasonably possible, proof of administration of the second dose; or
 - b. Proof of receiving the full series (two doses) of a vaccine or a combination of vaccines approved by Health Canada.
 - c. In the event that "booster" shots are recommended by public health authorities, these will also be required. Additional information will be provided when known.
- 2. Written proof of a medical reason, provided by either a licensed doctor or nurse practitioner that states:
 - a. the person cannot be vaccinated against COVID-19 It does not need to include the reason for the exemption; and
 - b. the effective time period for the medical reason (i.e., permanent or timelimited).
 - c. Personal beliefs against vaccination that do not fall within the Human Rights Code will not be accommodated.

POLICY IMPLICATIONS

Workers who do not provide proof of having received two vaccinations (either because they have not been vaccinated or because they do not consent to providing proof of vaccination), and who are not being accommodated pursuant to the *Human Rights Code*, must take the following measures when at work:

Testing

a) the worker must undergo a rapid antigen test, once a week, at the workers own cost.

Masks

- b) the worker must wear a three-ply mask of the type provided by the Municipality;
- c) the mask must cover the mouth and nose and be worn at all times during working hours, whether in municipal buildings, privately-owned buildings, municipal vehicles or outside;
- d) the mask may be removed when the worker is on a smoke break or other type of approved break, which must be taken outside and while maintaining a physical distance of at least 2 meters from other people;
- e) the mask may be removed when the worker is drinking or eating while on a coffee or eating break, but such break cannot be taken in a space that is also used by other workers;
- f) the mask may be removed when driving alone in the worker's own, private vehicle; and

g) the mask must be replaced as soon as they get damp, soiled or crumpled and disposed of properly in a lined garbage container.

Hands

- h) the worker must wash their hands frequently with soap and water for at least 20 seconds or use a hand sanitizer with at least 60% alcohol to clean hands both before and after:
 - i. touching their eyes, nose, or mouth;
 - ii. touching their mask; and
 - iii. eating, smoking or vaping.

Additional

i) additional measures may be prescribed upon the recommendation of public health authorities, which must then also be taken by the worker.

PRIVACY

Information pertaining to vaccination status, including proof of vaccination, will be maintained, protected and secured by the Clerk-Treasurer. This information will be used only for the purpose of ensuring compliance with this policy or for a consistent purpose. The information will remain confidential, subject only to being disclosed where there is a need for others to know, internally or externally, or as required by law. All such information will be destroyed as soon as it is no longer needed.

HARASSMENT

The Municipality does not tolerate harassment. This includes harassment on the basis of or related to vaccination status. All workers, regardless of whether they get vaccinated, do not get vaccinated but are accommodated, or do not get vaccinated but follow the prescribed measures, are entitled to work in a manner that supports their dignity and affords them respect. Any worker who engages in harassment will be subject to discipline, up to and including dismissal. Please see the Municipality's Harassment and Violence in the Workplace Policy, Staff Code of Conduct and/or the Council Code of Conduct, as applicable. The Municipality will also take steps in the event that a service-provider, or constituent or community member engages in harassment of a worker in the workplace.

CHANGES TO MEASURES

As we have all seen throughout this pandemic, recommendations from public health authorities can change as new information is received. The Municipality makes best efforts to remain current, and the measures described in this policy may therefore change from time to time. Any changes will be communicated to workers, who are then required to comply with the updated measures.

FAILURE TO COMPLY

Failure to Comply with this policy will result in disciplinary actions up to and including dismissal. We all have a shared responsibility to keep each other safe. Please direct any questions regarding this policy to the CAO/Clerk-Treasurer.

REVIEW AND UPDATE

This Policy shall be reviewed at a minimum of an annual basis and will be updated as needed.

CORPORATION OF THE MUNICIPALITY OF CALVIN

Resolution

DATE: October 26, 2021	NO
MOVED BY	
SECONDED BY	

"That the Council of the Municipality of Calvin hereby acknowledges that the Clerk-Treasurer will be putting out a Request for Proposal for a Municipal Insurance Provider."

CARRIED_____

DIVISION VOTE

NAME OF MEMBER OF COUNCIL	YEAS	NAYS
Coun Cross		
Coun Maxwell		
Coun Olmstead		
Coun Shippam		
Mayor Pennell		

From:	daniel maxwell
To:	Cindy Pigeau; Ian Pennell; Heather Olmstead; Sandy Cross; Councillor Christine Shippam
Cc:	E4M IC Services
Subject:	Dear Mayor and Council,
Date:	Tuesday, October 19, 2021 7:26:59 PM

Dear Mayor and Council,

At our last council meeting,October 12, Councillor Shippam stated that I made disparaging comments towards the Women's Association. I ask that she please explain why she is continuing to say this.

I've never spoken negatively about this group. On the contrary I actually have a lot of respect for organizations like this. My mother was a founding member of the Women's Institute back in the day and worked very hard to support our community.

I will be looking forward to Councillor Shippam's explanation or apology at our next meeting.

Councillor Maxwell

Sent from my iPad

CORPORATION OF THE MUNICIPALITY OF CALVIN

Resolution

DATE: October 26, 2021	NO
MOVED BY	
SECONDED BY	

"That the Council of the Municipality of Calvin hereby authorizes a copy of the petition made by Mr. Richard Gould, resident of the Municipality of Calvin to be placed in the Municipal Office for the convenience of those members of the community who wish to sign it;

And further the petition will placed just inside the Municipal Office door to provide minimal contact with staff during a pandemic and residents with questions regarding the petition will be requested to contact Mr. Gould."

CARRIED_____

DIVISION VOTE

NAME OF MEMBER OF COUNCIL	YEAS	NAYS
Coun Cross		
Coun Maxwell Coun Olmstead		
Coun Shippam Mayor Pennell		

From:	daniel maxwell
To:	Cindy Pigeau
Cc:	Councillor Christine Shippam; Heather Olmstead; Ian Pennell; Councillorcross1@gmail.com
Subject:	Re: Addition to agenda
Date:	Tuesday, October 19, 2021 12:45:18 PM

Yes, I still think it is a good idea. Dan.

> On Oct 13, 2021, at 11:09 AM, Cindy Pigeau <clerk@calvintownship.ca> wrote: > > Good Morning Councillor Maxwell, > > Would you like to put this on the agenda for the next Council meeting? > > If you could please confirm, it would be appreciated. > > Thank you. > > > Sincerely, > Cindy Pigeau > Clerk-Treasurer; Corporation of the Municipality of Calvin > 1355 Peddlers Dr., R.R.#2, Mattawa, ON. P0H 1V0 > Ph: 705-744-2700 Ext. 201 | Fax: 705-744-0309 > clerk@calvintownship.ca > > Please consider the environment before printing this e-mail. > DISCLAIMER: This e-mail and any attachments may contain personal information or information that is otherwise confidential. If you are not the intended recipient, any use, disclosure or copying of any part of it is prohibited. The Municipality of Calvin accepts no liability for damage caused by any virus transmitted in this message. If this e-mail is received in error, please immediately reply and delete or destroy any copies of it. The transmission of e-mails between an employee or agent of the Municipality of Calvin and a third party does not

transmission of e-mails between an employee or agent of the Municipality of Calvin and a third party does not constitute a binding contract without the express written consent of an authorized representative of The Corporation of the Municipality of Calvin.

>

>

>

> ----- Original Message-----

> From: daniel maxwell [mailto:dnlmxwll@gmail.com]

> Sent: Tuesday, October 12, 2021 4:43 PM

> To: Cindy Pigeau <clerk@calvintownship.ca>; Councillor Christine Shippam <coun.shippam@netspectrum.ca>; Heather Olmstead <councillorHeatherOlmstead@outlook.com>; Ian Pennell <mayorpennell@gmail.com>;

Councillorcross1@gmail.com

> Subject: Addition to agenda

>

> Hi Cindy,

> I'd like to request that we add to the agenda for discussion on allowing the current petition about Cassellholme be allowed to be at the township office for residents to sign.

> Where as at our township office all the proper protocols for Covid 19 are being followed be it resolved that a petition regarding Cassellholme be made available for residents to sign.

> Thanks Dan.

From:	daniel maxwell
To:	Cindy Pigeau
Cc:	Ian Pennell; Heather Olmstead; Christine; Sandy Cross
Subject:	Integrity Commissioner
Date:	Friday, August 27, 2021 1:48:51 PM

Hi Cindy,

Just a follow up on our discussion last week regarding adding to the agenda, "how to decrease the cost of the Integrity Commissioner".

Should the agenda be too full, I feel there is no urgency on the topic, and have no problem letting it go a meeting or two.

Thanks,

Dan

From:	daniel maxwell
То:	Cindy Pigeau; Ian Pennell; Sandy Cross; Heather Olmstead; Councillor Christine Shippam
Cc:	E4M IC Services
Subject:	Hi Cindy,
Date:	Monday, October 18, 2021 2:31:15 PM

Hi Cindy,

Please add this letter to the agenda, for discussion, at our next meeting.

Dear Mayor and fellow Councillors,

I would like to express my concerns regarding the interruption from E4m's wellness counsellor, Tammy Ambers at our October 12th council meeting. Tammy felt the need to express her negative opinions about me. She stated in a loud tone, "you are a people pleaser unless it suits you," This is a personal slur and has no place in an open council meeting. And her comment, "I have watched every YouTube meeting for six, seven, eight months and they have been appalling," is in direct violation of item three of the Calvin Township's code of conduct – "Act in a way that enhances public confidence in local government." Finally, her closing remark, "and perhaps you should let others speak now," is close to an attack on Section 2b of the Charter of Rights.

The meeting was already overheated and her comments did nothing to help de-escalate the situation.

I found her statements to be egregious.

Once again I find myself looking for an apology of "counsellor" Ambers. I am also requesting that she be barred from all future meetings of our Council.

Sincerely,

Councillor Maxwell

Sent from my iPad

CORPORATION OF THE MUNICIPALITY OF CALVIN

Resolution

DATE: October 26, 2021	NO
MOVED BY	
SECONDED BY	

"That the Council of the Municipality of Calvin hereby requests that Ms. Tammy Albers, Wellness and Relationship Building Consultant make a formal apology to Councillor Maxwell regarding her comments made at the October 12, 2021 Regular Council Meeting."

CARRIED_____

DIVISION VOTE

NAME OF MEMBER OF COUNCIL	YEAS	NAYS
Coun Cross		
Coun Maxwell		
Coun Olmstead		
Coun Shippam		
Mayor Pennell		

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

BY-LAW NO. <u>2021-032</u>

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

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

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

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

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

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

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

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

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

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

ROAD USE AGREEMENT

THIS AGREEMENT MADE BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

(hereinafter called the "Municipality")

OF THE FIRST PART

- and -

KEVIN GRANT AND CINDY GRANT

(hereinafter called the "Grants")

OF THE SECOND PART

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

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

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

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

1. PERMISSION TO USE

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

2. <u>TERM</u>

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

3. <u>CONDITION OF PREMISES</u>

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

4. NO INTEREST IN LAND

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

5. <u>MAINTENANCE AND REPAIR</u>

- 5.1 The Grants agree to maintain the Premises, including any permitted improvements or alterations, so that the Premises will at all times be in good repair and safe for use during the winter period. Upon termination of this Agreement the Grants agree to leave the Premises in good repair and safe for use and this provision shall survive the termination of this Agreement.
- 5.2 The Grants acknowledge that the Municipality does not have any obligation or responsibility whatsoever for the care and use of the Premises including tree or vegetation removal, sanding during the winter period.
- 5.3 The Grants acknowledge that this Agreement does not increase any local services provided by the Municipality.

6. INDEMNIFICATION FROM LIABILITY

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

7. TRANSFER OF AGREEMENT

- 7.1 The Grants shall not assign or transfer this Agreement in whole or in part without the prior written consent of the Municipality which shall not be unreasonably withheld or delayed, but shall be subject to the following conditions:
 - (a) the transferee entering into a new Agreement with the Municipality substantially on the same terms as provided for herein;
 - (b) the transferee being the registered owner of the Grants' Lands;
 - (c) the transferee being responsible for the reasonable legal and administrative costs incurred by the Municipality with respect to the transfer and the new Agreement.

8. <u>SIGNAGE</u>

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

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

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

9. <u>NOTICE</u>

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: <u>clerk@calvintownship.ca</u>

To the Grants:	Kevin Grant and Cindy Grant
	183 Stewarts Road, RR. #2
	Mattawa, Ontario, P0H 1V0
	Email: <u>kgrant@hotmail.ca</u>

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

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

SIGNED, SEALED AND DELIVERED BY:

the Municipality this _____ day of _____, 2021.

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

Per: _____

Name: Ian Pennell Title: Mayor

Per: _____

Name: Cindy Pigeau Title: Clerk-Treasurer

I/We have authority to bind the Corporation. SIGNED, SEALED AND DELIVERED BY:

the Grants this _____ day of _____, 2021.

KEVIN GRANT

Witness

Witness

CINDY GRANT

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

THE PREMISES

See Attached Map.

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

THE GRANTS' LANDS

CON 1 LOT 11



5

autois

240

Point Select Map Lavers

280

Road Use Agreement

This agreement made between:

THE CORPORATION OF THE MINICIPALITY OF CALVIN

(Hereinafter called the Municipality)

OF THE FIRST PART

And

KEVIN GRANT AND CINDY GRANT

(Hereinafter called the Grants)

OF THE SECOND PART

WHEREAS the Municipality is the registered owner of the seasonally maintained road called "Stewarts Road";

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

AND WHEREAS the Municipality has agreed to permit certain sections of Stewarts Road to be so used on the understanding that the Grants will assume responsibility for maintenance of the road as specified in this agreement;

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

- 1. PERMISSION TO USE
 - 1.1 The Municipality hereby grants to the Grants a non-exclusive permission to use the Premises as a road to access their lands and premises as described in Schedule "B" (the Grant's Lands) including maintenance and snowplowing during the winter period. Notwithstanding the granting of this permission the Municipality shall continue to have the right to use the Premises and the Premises shall continue to be open for public usage. The Grants shall not be permitted to install or erect any barriers or fencing.
- 2. <u>TERM</u>
 - <u>2.1</u> This agreement shall continue for one winter season terminating on May 31, 2022.
 - <u>2.2</u> In the event that the Municipality establishes Stewarts Road as a year-round maintained municipal road the Agreement shall terminate without notice.
 - <u>2.3</u> This Agreement shall terminate in the event that the Grants are no longer the registered owner of the Grant's Lands unless a transfer of the Agreement has been completed.
- 3. CONDITION OF PREMISES
 - <u>3.1</u> The Grants accept the Premises in an "as is" condition and shall not make any improvements or alterations to the premises, other than maintenance and snowplowing.

4. NO INTEREST IN LAND

<u>4.1</u> The Grants acknowledge that this agreement shall in no way create any interest in land or easement rights.

5. MAINTENANCE AND REPAIR

- 5.1 The Grants agree to maintain the Premises, including any improvements or alterations, so that the Premises will at all times be in good repair and safe for use during the winter period. Upon termination of this agreement the Grants agree to leave the Premises in good repair and safe for use and this provision shall survive the termination of this Agreement.
- 5.2 The Municipality does have the obligation to sand the intersection at Homestead and Stewarts Road for safety, wing back Stewarts Road, thaw the culverts when frozen and remove the ice and snow in the ditch on Stewarts Road to prevent Stewarts Road from flooding as in previous years.

6. <u>SIGNAGE</u>

<u>6.1</u> The Grants shall erect signage at both the north and south end of the Premises which reads as follows:

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

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

7. TRANSFER OF AGREEMENT

- <u>7.1</u> The Grants shall not assign or transfer this Agreement in whole or in part without the prior written consent of the Municipality which shall not be unreasonably withheld or delayed, but shall be subject to the following conditions:
 - (a) The transferee entering into a new Agreement with the Municipality substantially on the same terms as provided for herein;
 - (b) The transferee being the registered owner of the Grants Lands;
 - (c) The transferee being responsible for the reasonable legal and administrative costs incurred by the Municipality with respect to the transfer and the new Agreement.

8. <u>NOTICE</u>

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, RR #2 Mattawa, On POH 1V0 Email: <u>clerk@calvintownship.ca</u> To the Grants: Kevin Grant and Cindy Grant 183 Stewarts Road, Mattawa, On POH 1V0 Email: <u>kgrant@hotmail.ca</u>

9. <u>GENERAL</u>

- <u>9.1</u> Time shall in all respects be of the essence hereof.
- <u>9.2</u> No condoning, excusing or overlooking by the Municipality of any default, breach or nonobservance by the Grants at any time or times in respect of any terms, conditions, covenants or agreements contained herein shall operate as a waiver of the Municipality's rights hereunder in respect of any continuing or subsequent default, breach or nonobservance 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.
- <u>9.3</u> This agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.
- <u>9.4</u> This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- <u>9.5</u> 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.
- <u>9.6</u> In the event that this Agreement be granted to more than one person then the obligations of all persons herein be joint and several.

Signed sealed and delivered by:			
The Municipality this	_ day of	·,	2021
		THE CORPOATION OF	THE MUNICIPALITY OF CALVIN
		Per	
			Mayor Ian Pennell
		Per	
			Clerk Treasurer: Cindy Pigeau
		I/We have the aut	hority to bind the Corporation
Signed, sealed and delivered by: The Grants this	day of	f	_, 2021
Witness		Kevin Grant	
Witness		Cindy Grant	

SCHEDULA "A" ATTACHED MAP

"PREMISES

SCHEDULE "B" THE GRANT LANDS CON 1 LOT 11 183 STEWARTS ROAD CALVIN TOWNSHIP

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

BY-LAW NO. 2021-030

BEING A BY-LAW TO ADOPT A POLICY REGARDING THE VACCINATION OF WORKERS AGAINST COVID-19 FOR THE MUNICIPALITY OF CALVIN.

WHEREAS the Council of the Municipality of Calvin deems it advisable to adopt a Policy under Responsible and Flexible Government regarding the vaccination of workers against Covid-19, as required pursuant to the Occupational Health and Safety Act to take every reasonable precaution to protect it's workers (broadly defined) and the responsibility to assess the workplace for risks, including that of COVID-19 transmission;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE

MUNICIPALITY OF CALVIN HEREBY ENACTS AS FOLLOWS:

- That the Policy regarding Worker Vaccination, 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 AND SECOND TIME THIS _____ day of _____, 2021.

READ A THIRD TIME AND FINALLY PASSED BEFORE AN OPEN COUNCIL THIS_____ DAY OF_____, 2021.

MAYOR

CLERK- TREASURER

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

BY-LAW NO. 2021-028

BEING A BY-LAW TO AMEND BY-LAW 2020-020 and BY-LAW 2020-025 - A POLICY OUTLINING THE TERMS AND CONDITIONS AND FEES FOR THE RENTAL OF THE CALVIN COMMUNITY CENTRE AND ITS EQUIPMENT (Commonly Known as the Hall Rental and Equipment Use Policy) TO INCLUDE PANDEMIC SCREENING, CONTRACT TRACING AND VACCINATION REQUIREMENTS.

WHEREAS the Municipal Act 2001, c.25 Section 10 provides for Broad Authority for single tier municipalities

AND WHEREAS the Council for the Corporation of the Municipality of Calvin deems it desirable to establish the following; Conditions of Rental, Rental Fees and Rental Agreement, Hall Key Agreement for use of the Calvin Community Centre;

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

- 1. That the "Calvin Community Centre Hall Rental and Equipment Use Policy" shall become part and parcel of this by-law as Schedule "A" attached;
- 2. That the "Hall Rental Fees" outlining the set fees for different types of use shall become part and parcel of this by-law as Schedule"B" attached;
- 3. That the "Community Centre Rental Agreement" and "Key Agreement" shall become part and parcel of this by-law as Schedule"C" and Schedule"D" attached;
- 4 That the "Checklist #1 for Hall Bookings" shall become part and parcel of this bylaw as Schedule "E" attached;
- 5. That the "Checklist #2 Hall Rental Responsibilities to be Explained to Renter at Key Pickup" shall become part and parcel of this by-law as Schedule "F" attached;
- 6. That the "Checklist #3 Hall Checklist After Event" shall become part and parcel of this by-law as Schedule "G" attached;
- 7. That the "Conditions of Using Calvin Community Centre Equipment" shall become part and parcel of this by-law as Schedule "H" attached;
- 8. That the "Attention Hall Renters (to be posted in Hall)" shall become part and parcel of this by-law as Schedule "I" attached;
- 9. This By-law shall come into full force and effect upon the date of the passing thereof.
- 10. All previous versions of By-laws pertaining to the rental of the Hall, rental fees or use of equipment are hereby repealed.

READ A FIRST AND SECOND TIME BEFORE AN OPEN COUNCIL THIS 12th DAY OF October, 2021.

READ A THIRD TIME AND FINALLY PASSED BEFORE AN OPEN COUNCIL THIS _____ DAY OF _____ 2021.

Schedule "A"

Corporation of the Municipality of Calvin Calvin Community Centre Hall Rental & Equipment Use Policy

POLICY

1. INTRODUCTION

The Corporation of the Municipality of Calvin owns and operates the Calvin Community Centre and the Equipment located at this facility. Hall rental and equipment usage at the Calvin Community Centre shall be governed by this Hall Rental & Equipment Use Policy. Amendments to this policy may be made from time to time with authorization of Council.

2. HALL CAPACITY

Calculated using Table 3.1.17.1 of the 2006 Ontario Building Code

a) Maximum capacity of the premises for events with non fixed seating and tables, including all events serving food and/or alcoholic beverages is <u>131 persons</u>.

b) Maximum capacity of the premises for events with non-fixed seats only, no tables and no service of food or alcoholic beverages is <u>192 persons</u>.

c) Maximum capacity of the premises for an exhibition hall (such as a vendor outlet or yard or garage sale) is <u>52 persons.</u>

d) Maximum capacity of the premises for events with non fixed seating, with tables and with no service of food or alcoholic beverages is <u>152 persons</u>.

3. <u>GENERAL RULES</u>

a) Rental of the Hall includes use of the TV system. The municipality must be notified at time of booking that the TV system will be required. Provision of any other sound system is the responsibility of the Renter.

- b) No Smoking is permitted in the Hall or the entrances.
- c) No candles or open flame decorations are permitted.

d) No nails, screws, staples or scotch tape should be used to affix decorations to the walls or tables.

e) No overnight camping is permitted anywhere on municipal property.

f) No overnight use of the Hall is permitted with the exception of use as an Emergency Response Centre.

g) All events must be completed by <u>1 am</u>. Clean up may take place after the event and the Hall and the grounds must be vacated by <u>2:30 am</u>. (Clean up may be permitted before NOON the next morning with prior authorization).

h) Decorating of the Hall the day before the event must be completed during municipal office hours (before 4 pm) otherwise an additional fee shall apply. Decorating may take place the morning or afternoon on the day of the event at no additional charge (eg. for weddings, dances).

i) Half day rentals typically mean 4 (four) hours (e.g. 8 am – Noon;

Noon – 4 pm; 4 pm – 8 pm).

j) Full day rentals typically mean over 4 hours and up to 8 hours (e.g. 8 am - 4 pm; 5 pm - 1 am)

k) Partial day rentals typically means up to 3 hours per session or up to 3 hours over the period of one week.

4. EVENTS SERVING ALCOHOL

a) The Municipality of Calvin Municipal Alcohol Policy must be followed. Please see separate document provided.

b) A copy of the Special Occasion Permit (SOP) is required for all liquor related events and must be submitted to the municipal office prior to the event.

c) The SOP must be posted on site at all times during the event.

d) No alcohol is permitted outside of the building except for specifically licensed outdoor events within confined areas.

- e) All alcohol <u>must</u> be removed from the Hall immediately after the event.
- f) Alcohol related events must adhere to the rules of the Alcohol and Gaming Commission of Ontario.

g) Alcohol related events must provide security (door and floor monitors) and utilize bartenders with their Smart Serve Ontario number. Names and Smart Serve Ontario numbers of those working at the event must be provided to the Municipal office, along with the SOP, prior to a key being issued.

5. <u>INSURANCE</u>

a) The Renter is responsible for providing Liability insurance required for all private events. Proof of insurance must be provided to the municipal office prior to the event and before a Hall key can be issued. Contact your insurer for details on acquiring this coverage

b) The Renter is responsible for providing Party Alcohol Liability (PAL) insurance for all events where alcohol is served. Proof of insurance must be provided to the municipal office prior to the event and before a Hall key can be issued. Contact your insurer for details on acquiring this coverage.

6. BOOKING DEPOSIT

a) At time of booking, a <u>50% booking deposit</u> is required to guarantee your booking for all events.

b) The booking deposit is non-refundable unless cancellation is made at least 72 hours prior to the scheduled event.

c) Full payment is required, along with any required DAMAGE DEPOSIT (see below) before a key to the Hall will be issued.

d) Should the kitchen be required the day or evening before for preparation, an additional fee shall apply.

7. DAMAGE DEPOSIT

a) Required for all FULL DAY EVENTS only.

Damage Deposit with Alcohol	\$225.00
Damage Deposit without Alcohol	\$150.00

b) Must be deposited with the municipal office in <u>CASH only</u> before Hall key can be issued.

c) Refundable upon key return, between Noon and 4 pm the first business day following the event, after Hall inspection providing no damage to facilities or equipment

has occurred during the event. (Normal wear and tear accepted).

8. HALL KEYS

a) Keys to the Hall are to be picked up the last business day prior to the event during regular municipal office hours (8:30 am - 4:00 pm)

b) All copies of required Special Occasion Permits, proof of insurance and names of those working at the event, along with their Smart Serve Ontario numbers (if required for event) and Food Handling Certificates must be provided to the office before a hall key can be issued.

c) Keys must be returned to the municipal office between NOON and 4:00 pm on the first business day following the event to allow staff time to check the facility, check all equipment. Deposits will not be refunded until staff has completed this check.

d) Any damage that occurs is the responsibility of the individual whose signature appears on the Rental Agreement.

- e) <u>PLEASE NOTE: The Municipality of Calvin is not responsible for providing</u> personal protective equipment in the event of a pandemic and will not be held responsible if provincial and North Bay Parry Sound District Health Unit (NBPSDHU) regulations associated with a pandemic are not followed by the attendees of the event.
- f) <u>PLEASE NOTE: All Screening, Contact Tracing and Vaccine Passport Information along with any other provincial regulations that may be put into place will be the responsibility of the individual whose signature appears on the Rental Agreement. It will also be the responsibility of the individual who signature appears on the Rental Agreement to provide copies of all documents for Screening, Contact Tracing and Vaccine Passport Information for Municipal Records. Any information provided to the Municipality will be held in the strictest of confidence unless otherwise required to be released by provincial health regulations or by law.</u>

MUNICIPALITY OF CALVIN HALL RENTAL FEES

HALF DAY

(Additional fee if kitchen is required)	
Showers/Luncheons/Meetings/Seminars	\$75
FULL DAY	
(Additional fee if kitchen is required)	
Events with No Alcohol	\$150
	(plus damage deposit)
Meetings/Seminars/Courses/Lectures/Business Functions	\$150
C	(plus damage deposit)
Events with Alcohol	\$225
	(plus damage deposit)

PARTIAL DAY

(Additional fee if kitchen is required) Seminars/Workshops/Lectures/Meetings Religious or Memorial Services\$45 (under 3hrs per session or under 3hrs over the period of one week)

NO CHARGE EVENTS

(Donations gratefully accepted)	
Funeral Luncheon (Calvin residents only)\$FR	EE

Meetings of Organized Community Groups or Charitable Organizations....\$FREE

Non-Alcohol Low Risk Events for the Betterment of the Community in \$FREE General, which are Listed on the Attached List of Insured Low Risk Events or Approved at the Discretion of Council"

ADDITIONAL FEES

Use of kitchen during event.....\$75

Additional use of kitchen the evening or day before the event......\$75 (Hall must be <u>vacated by 10 pm</u> if using kitchen the evening before the event)

<u>Use of kitchen means</u> - use for food preparation and clean up; or use of dishes and dishwashing; or use of stoves and cooking utensils; or a combination of any or all of these. (Leaving food, which has been prepared off premises, in the fridge or on the counter at the Hall; or using paper plates and plastic cutlery does not require a fee for kitchen use.).

Decorating or set up of Hall after 4 pm the evening before the event......\$75 (*Hall must be <u>vacated by 10 pm</u> if decorating the evening before the event*)

Damage Deposit

Required for all FULL DAY events only. Must be paid in cash before ke	y can be issued.
Refundable upon key return after hall inspection-(normal wear and tea	r excepted)
a) Full day no alcohol	\$150 cash
b) Full day with alcohol	\$225 cash
Rental of Parking Lot (Film Industry)	\$100.00 per day

Long term usage of the Hall can be negotiated with the Municipal Office.

	CIPALITY OF CALVIN	Schedule "C"
	<u>UNITY CENTRE (HALL)</u> NTAL AGREEMENT	
OFFICE USE		
NAME:	_ ORGANIZATION:	
ADDRESS:		
PHONE:		
DATE OF EVENT:	TYPE OF EVENT:	
TIME OF EVENT:		
TV SYSTEM REQUIRED		
ADDITIONAL USE OF KITCHEN EVEN	NING BEFORE PAID:	(amount)
USE OF KITCHEN DURNING EVENT	PAID:	_(amount)
HALL DECORATING REQUIRED EVE	NING BEFORE PAID:	(amount)
LIABILITY INSURANCE POLICY NUM	ABER:	
PAL INSURANCE POLICY NUMBER:_		
SPECIAL OCCASION PERMIT NUMBE	ER:	
SMARTSERVE ONTARIO NAMES/NU (alcohol related events only)	MBERS:	
DOOR AND FLOOR MONITORS/NAM (alcohol related events only)	ES	
FOOD HANDLERS CERTIFICATES:		
BOOKING DEPOSIT PAID:	(amount) all events	
RENTAL FEE PAID:	(amount) all events	
DAMAGE DEPOSIT PAID:	(amount) Full Day events of	only
	have read and fully under	rstand the
Calvin Community Centre (Ha	all) Policy	
Signature	Date	

KEY AGREEMENT

Schedule "D"

organization. This key is	the locks and cut new keys and to be returned to the municipal		myself, or my
DATE OF ISSUE	, within 7 days upon request. ORGANIZATION	AUTHORIZED PERSON	KEY#
ISSUED BY	DATE ISSUED	DATE KEY RETURNED	INITIAL

Schedule "E"

CHECKLIST #1 FOR HALL BOOKINGS

Re	nters Name:		Address:	
Ph	one:			
	What type of eve			
	Date of event			
			booking \$Amount	
	during office hou	urs (before 4pm	n) or on the day of event or a	e, extra cost; decorating of hall must be dditional fees will apply) \Box Yes \Box No
	•	0	,	ount
			ent (PAL needed, SOP and S Serve Ontario numbers) $\Box Y$	Smart Servers and Door/Floor monitor les □No
	You will be resp	onsible for pro	viding Liability insurance. (r	non alcohol events)
			ll you be using the TV system	
	No overnight car	nping is permit	tted anywhere on municipal	property.
	Damage deposit	for full day eve	ents (cash only) \Box Yes \Box No	\$Amount
	Do you have the	appropriate pe	ople who have their Food Ha	andling Certificates \Box Yes \Box No
	Maximum capacity, Non fixed seating w/tables serving food and/or alcohol 131; Non fixed seating w/ no tables no food or alcohol 192; Exhibition Hall (e.g. Yard or garage sale) 52; Non fixed seating w/ tables and no food or alcohol service 152.			
	e		essibility).□Yes □No Detai	10
	• 1	•	•	:00pm. Before a key will be issued you
				required along with copies of the
	following:	luc I un I uym	ent and Damage Deposit in	required along with copies of the
	ionowing.		Liability insurance	
	With A	Alcohol:	Special Occasion Permit (S	SOP)
			Party Alcohol Liability Ins	
			Names of Smart Server/s &	
			Names of door/floor monit	or/s
	In case of cancel	lation 72 hours	notice is required for full re	fund of booking deposit.
	Fees Due	50%Booking	Deposit \$	$\underline{\qquad} Rec'd \Box Yes \Box No \underline{\qquad} Date Rec'd$
		Balance of Re	ental Fee \$	
		Damage Depo (if applicable for full day events only)		
			OUNT \$	
			•	
	Booking done by	/:		
	Date:			

PLEASE NOTE: The Municipality of Calvin is not responsible for providing personal protective equipment in the event of a pandemic and will not be held responsible if provincial and NBPSDHU regulations associated with a pandemic are not followed by the attendees of the event.

PLEASE NOTE: All Screening, Contact Tracing and Vaccine Passport Information along with any other provincial regulations that may be put into place will be the responsibility of the individual whose signature appears on the Rental Agreement. It will also be the responsibility of the individual who signature appears on the Rental Agreement to provide copies of all documents for Screening, Contact Tracing and Vaccine Passport Information for Municipal Records. Any information provided to the Municipality will be held in the strictest of confidence unless otherwise required to be released by provincial health regulations or by law.

CHECKLIST #2

HALL RENTAL RESPONSIBILITIES TO BE EXPLAINED TO RENTER AT KEY PICK-UP

- □ Explained key usage to unlock doors
- □ No smoking permitted in hall. Smoking area outside parking lot door. Ashtray provided
- □ Explained lights and pot lights usage.
- $\hfill\square$ No candles or open flame decorations permitted
- □ Larger tables are available and will be left out if needed.
- □ Explained disposal of garbage and garbage key
- □ Explained kitchen use, review what is available (dishes, appliances, tea towels etc.)
- □ Emergency numbers by phone. If the fire alarm sounds please vacate building.
- □ Please ensure all taps are off and toilets are not running prior to leaving.
- □ No overnight camping is permitted on municipal property.
- □ Liquor License (SOP) must be posted on site at all times during the event
- □ All windows and doors must be locked and lights off (both inside & outside) prior to leaving the building.
- □ Renter has the appropriate people who have their Food Handling Certificates, Copy of Certificates Required.
- $\hfill\square$ Check grounds outside for garbage and debris at end of event.
- □ All events must be completed by <u>1 am</u>. Clean up may take place after the event and the Hall and the grounds must be vacated by <u>2:30 am</u>. (Clean up may be permitted before NOON the next morning with prior authorization).
- \Box Wipe down tables and chairs but <u>do not stack them</u>
- □ Keys must be returned to the municipal office between NOON and 4:00 pm on the first business day following the event to allow staff time to check the facility, check all equipment and calculate water usage. Deposits will not be refunded until staff has completed this check.
- □ All Service Room doors are locked during events (water room, furnace room, electrical room).
 Should you have problems and require entry into any of these areas, please contact the Urgent Call Line as posted in the Hall (appropriate staff will then be contacted ASAP).
- □ Video surveillance of grounds 24/7 for safety and security.

I,	have received full explanation from Staff and fully understand
the use, responsibilities and o	bligations of the hall rental.

Renter:

Staff member:

Date:

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CHECKLIST #3

Hall Checklist After Event

Name of	Renter:
r (anne or	110111011

Date:

	Yes	No
1. Are tables and chairs clean		
2. Is there stuff hanging off of the walls or ceiling		
3. Are floors clean (garbage picked up)		
4. Are windows and doors locked		
5. Are the entrance and outside lights off		
6. Are kitchen counters clean & dishes put away		
7. Is stove clean		
8. Is microwave clean		
9. Is fridge clean		
10. Is dishwasher emptied		
11. Is garbage empty and bags put in the green bin		
12. Are there cigarette butts in the parking lot		
13. Is there garbage on the grounds		
a. Playground		
b. Ballfield		
c. Soccer field		
d. Yards		
e. Rink		
f. Parking Lot		
14. Are the change room lights off		
15. Damage to building or signs		
16. Are fire extinguishers in proper location and still charged		
17. Are bathrooms clean		
18. Are the toilets and/or faucets still running		
19. TV System off		
20. Are ceiling tiles in place		
21. Is the A/C Thermostat returned to its designated location		
22. Is the A/C turned off		

Comments

CONDITIONS OF USING CALVIN COMMUNITY CENTRE EQUIPMENT

- 1. All equipment shall be signed for prior to leaving the community centre premises.
- 2. Equipment shall be on loan, **free of charge** to the <u>RESIDENTS</u>, <u>BUSINESSES</u>, <u>COUNCIL</u> <u>AND STAFF OF CALVIN ONLY</u>.
- 3. All equipment shall be returned in the same condition in which it was received
- 4. Any lost or damaged equipment must be replaced.
- 5. All equipment must be returned by the agreed upon date.
- 6. Any loss/damage to equipment is the responsibility of the individual whose signature appears on this agreement.

Signature

Date

Item/s Borrowed

Date to be Returned

ATTENTION HALL RENTERS To be Posted in Hall

ANY DAMAGE TO THE FACILITY OR EQUIPMENT IS THE RESPONSIBILITY OF THE INDIVIDUAL WHOSE SIGNATURE APPEARS ON THE RENTAL AGREEMENT.

NO OVERNIGHT CAMPING is permitted anywhere on municipal property.

NO OVERNIGHT USE OF THE HALL is permitted with the exception of use as an Emergency Response Centre.

All events must be completed by <u>1 am</u>. Clean up may take place after the event and the Hall and municipal grounds must be <u>vacated by 2:30 am</u>. (Clean up may be permitted before NOON the next morning with prior authorization).

Before leaving the Hall please ensure that you have done <u>ALL</u> of the following:

- a) wash and put away dishes and clean up kitchen
- b) wipe tables and chairs <u>do not stack tables and chairs</u> staff will take care of that
- c) pick up garbage and remove it to the outside storage bins and place recyclables in appropriate containers
- d) remove all personal belongings immediately following event
- e) ensure all alcohol is removed from the premises immediately after every event
- f) check all water faucets have been turned off
- g) check toilets to ensure none are running
- h) turn off all lights and lock all doors and windows
- i) check that kitchen stoves and overhead vent are turned off
- j) ensure the parking lot and yard are left clean no bottles or garbage should be left anywhere on the grounds.

PLEASE RETURN KEY TO MUNICPAL OFFICE BETWEEN NOON AND 4 PM THE NEXT BUSINESS DAY FOLLOWING YOUR EVENT

FOR YOUR SAFETY

THIS COMMUNITY FACILITY IS PROTECTED BY A "SECURITY TODAY" ALARM SYSTEM and A VIDEO SURVEILLANCE SYSTEM (24/7)

DO NOT TAMPER WITH THE ALARM SYSTEM

SHOULD AN ALARM SOUND WHILE USING THE PREMISES, PLEASE ENSURE THAT THE FACILITY IS VACATED IMMEDIATELY UNTIL FIRE DEPT. OR POLICE ARRIVE.

<u>PLEASE NOTE: The Municipality of Calvin is not responsible for providing personal</u> protectiveequipment in the event of a pandemic and will not be held responsible if provincial and <u>NBPSDHU</u> regulations associated with a pandemic are not followed by the attendees of the event.

PLEASE NOTE: All Screening, Contact Tracing and Vaccine Passport Information along with any other provincial regulations that may be put into place will be the responsibility of the individual whose signature appears on the Rental Agreement. It will also be the responsibility of the individual who signature appears on the Rental Agreement to provide copies of all documents for Screening, Contact Tracing and Vaccine Passport Information for Municipal Records. Any information provided to the Municipality will be held in the strictest of confidence unless otherwise required to be released by provincial health regulations or by law.

IF YOU REQUIRE ASSISTANCE AFTER HOURS, Contact our URGENT CALL LINE 705-497-6961 They will contact appropriate staff for you

MUNICIPALITY OF CALVIN

2021CT53 - REPORT TO COUNCIL

REPORT DATE:	October 12, 2021
ORIGINATOR:	Cindy Pigeau; Clerk-Treasurer
SUBJECT:	Consolidation of Council Ideas for Property Standards By-Law

BACKGROUND

The following is the consolidation of the thoughts and ideas of Members of Council:

Chisholm By-Law;

- 3.1.2 Is 20 tires enough for them to have for the covering of the hay?
- 3.1.3 Believe this is only landscaped yard around the house garage and out buildings.
- 3.5.1 Could be removed as it is covered in 3.6.1 under structural Soundness
- 4.4 & 4.5 Could be removed as that should be covered in the building permits and zoning by laws?
- 5.1.2 The sentence "The warehousing or storage...of the industrial or commercial aspect...should have farming in there. Remove the last sentence "Where conditions...
- 5.4 If we do not use item 3.5 should be removed from this sentence
- 5.5 I do not think we need to have it enclosed in a dumpster or hidden by trees etc.
- 6.2.2 How long is the time for a building considered to be considered vacant? The camp people and cottage people should not have to board up house nor should it have to be painted. Whether it is a cottage, camp or not
- The administration and enforcement on both looks good but in the Chisholm version spelled out what is going to happen in an appeal.

Papineau-Cameron;

- 2.0 Outdoor storage should have something in there regarding farming equipment/tires
- 2.5 Sewage System should have Septic approved by somewhere in there as we have not township system
- 3.1 3.1.1 & 3.1.5 are the only ones we should use
- 3.3 Remove 3.32 & 3.3.3
- 3.3.6 Should incorporate into ours for our farmers
- 3.6.1 Remove 2. Remove the second sentence up to "shall be maintained" and keep up to "noxious plants." And remove the rest of the paragraph.
- Section 5 should be covered in the building code and zoning by-law.
- 6.2.2 Again how long a time frame before a building is considered vacant?
- 7.1.1 Remove
- The by law officer can do this enforcement and that we do not need to have a different person for this job. Unless it is just a title adjustment not a person.
- 2.C Committee Assuming we will need to form this committee of three ratepayers?
- 2.D Discard Motor Vehicle. Would like to see an addition at the very end saying "or being used for parts"
- 2.0 Assuming we will need to appoint the officer. This could be a difficult position and not sure if we should even think of assigning it to By-Law Officer.
- 2.P Public Building Would this include a church or other place of worship?

- 2.S Sewage System Remove everything except "Individual on-site sewage system approved under the Building Code Act or the Environmental Protection Act
- 2.W Waste Material
- c) Add broken to patio/sidewalk slabs, bricks, interlocking bricks and damaged prior to unused building materials, pallets and railroad ties.
- 3.1.3 As long as it is the owner who determines the aesthetic qualities or desired outcome
- 3.4.2 Remove complete item
- 3.6.1 3 Remove in a trimmed, mowed or cut condition with a height not to exceed 20.2 cm (8 inches). For hedges and bushes remove everything after a suitable height
- 5.1 Change twelve to eighteen
- 6.1.2 Needs clarification. Vacant land could have been vacant for years and years
- 8.3.1 Remove "any person acting under his instructions may"
- 8.3.4.4 Does this mean the building inspector?
- Feel that this maybe more than needed considering our rural area.
- If all the Ontario Building codes, Ontario Water Resources Act, Electrical Safety codes, Fire codes and environmental Protection Act is followed, believe these cover most of what is in this By-law
- Will a committee need to be formed? Any By-law we create needs to be enforced and we will need to make sure we do it.
- I would omit : 3.3.2 , 3.3.3 and 3.3.6
- 3.5.2 Need more clarification. Is this human sewage or animal? I believe we have farmers who fertilize there fields
- 3.5.3 should maybe say as needed (what does regular basis mean)
- 3.6.1 8 inches should be residential areas for grass cutting; maybe it should say trees and shrubs and grass kept cut close to road and driveways so that it does not impair driving
- 3.6.2 What does this mean?
- Section 4 Is there a time expectancy on this section? Need to consider insurance claims take time and what if they have no insurance?
- Should we proceed with a property standards bylaw at this time? Is our time and energy better spent on other issues?
- Discussion on 3.3.1, 3.3.2, 3.3.3, 3.3.4, 3.3.6, 3.4.2, 3.6.1, paragraphs 3&6, 5.1, 5.3, 5.4, 6.1.2, 7.1.1

Respectfully submitted; Cindy Pigeau Clerk Treasurer

CORPORATION OF THE MUNICIPALITY OF CALVIN

BY-LAW NO. 2021-031

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL.

WHEREAS it is the desire of Council to confirm all proceedings, motions and by-Laws:

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

- 1. THAT the Confirmatory Period of this By-Law shall be for all Regular and Special Council meetings from July 1, 2021 up to and including September 30, 2021;
- 2. THAT all By-Laws passed by the Council of the Corporation of the Municipality of Calvin during the period mentioned in Section 1 are hereby ratified and confirmed;
- 3. THAT all resolutions passed by the Council of the Corporation of the Municipality of Calvin during the period mentioned in Section 1 are hereby ratified and confirmed;
- 4. THAT all other proceedings, decisions and directives of the Council of the Corporation of the Municipality of Calvin during the period mentioned in Section 1 are hereby ratified and confirmed.

Read a first time this 26th day of October, 2021.

Read a second time this 26th day of October, 2021.

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

MAYOR

CLERK-TREASURER

From: Chelsey Grant [mailto:Chelsey.Grant@mattawa.ca]
Sent: Thursday, October 7, 2021 11:01 AM
To: Aleysha Blake <administration@calvintownship.ca>
Subject: Newsletter

Good morning,

We would like to start advertising our community events in your newsletter and on your website to reach the residents of Calvin to participate. Example, the upcoming Halloween and Christmas activities. Is there a fee for this service? When is the deadline to get this information to you?

Thank you, Chelsey Corporation Town of Mattawa Communications & Digital Strategies Coordinator 705-744-0222

CORPORATION OF THE MUNICIPALITY OF CALVIN

Resolution

DATE: October 26, 2021	NO
MOVED BY	
SECONDED BY	

"That the Council of the Municipality of Calvin will hereby ______(allow/not allow), the regional municipalities to advertise in our monthly newsletter, will charge a fee of \$______(per word/per page) and requests the Clerk-Treasurer to add this fee to the Fees and Charges By-Law.

And Further requests the Clerk-Treasurer to research and develop a policy on outside sources advertising in our monthly newsletter."

CARRIED_____

DIVISION VOTE

NAME OF MEMBER OF COUNCIL	YEAS	NAYS
Coun Cross		
Coun Maxwell		
Coun Olmstead		
Coun Shippam		
Mayor Pennell		