



Corporation of the Municipality of Calvin

April 8, 2022

NOTICE OF REGULAR MEETING

TO: MAYOR AND COUNCIL

The Regular Meeting of Council will be held **electronically** at 7 p.m. on Tuesday April 12, 2022.

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

Thank you.

Best regards;

Aleysha Blake

Interim Deputy Clerk



**Corporation of the Municipality of Calvin
Council – Regular Meeting
Agenda
Tuesday, April 12, 2022 at 7:00p.m.
Electronic Meeting**

- 1. CALL TO ORDER**
- 2. WRITTEN DISCLOSURE OF PECUNIARY INTEREST/ CONFLICT OF INTERST**
- 3. PETITIONS/DELEGATIONS**
 - 3.1 JOHN MANSON – DELEGATION FOR MIKE LALONDE** DELEGATION ATTACHED
- 4. REPORTS FROM MUINICIPAL OFFICERS**
 - 4.1 SHANE CONRAD – CHIEF BUILDING OFFICIAL** REPORT ATTACHED
 - 4.2 CHRIS WHALLEY – ROADS SUPERINTENDENT** REPORT ATTACHED
 - 4.3 JACOB GROVE – LANDFILL AND RECREATION MANAGER** REPORTS ATTACHED (x2)
 - 4.4 DEAN MAXWELL – FIRE CHIEF** NONE
 - 4.5 ALESYHA BLAKE – INTERIM DEPUTY CLERK** REPORT ATTACHED
- 5. REPORTS FROM COMMITTEES**
- 6. ACTION LETTERS**
 - 6.1 APRIL 12, 2022 - AGENDA** ADOPTION OF AGENDA
 - 6.2 MARCH 8, 2022 – MINUTES** ADOPTION OF MINUTES
 - 6.3 MARCH 22, 2022 – MINUTES** ADOPTION OF MINUTES
 - 6.4 TOWNSHIP OF CLEARVIEW** SUPPORT FOR INFRASTRUCTURE PROJECTS, BRIDGE AND CULVERT REPLACEMENTS IN RURAL MUNICIPALITIES
 - 6.5 THE CORPORATION OF THE TOWNSHIP OF PAPINEAU-CAMERON** DRAFT-SHARED CBO BY-LAW

6.6	BY-LAW #2022-026	AGREEMENT WITH THE CANADIAN ECOLOGY CENTRE FOR FIRE SERVICES
6.7	BY-LAW #2022-027	EXPECTED CONDUCT POLICY
6.8	BY-LAW #2022-028	ELECTRONIC SIGNATURE
6.9	CITY OF NORTH BAY	RE:PARTICIPATION IN THE CITY OF NORTH BAY’S HOUSEHOLD HAZARDOUS WASTE PROGRAM
6.10	EAST NIPISSING PLANNING BOARD	CONSENT #2021-20 - MAXWELL
6.11	BY-LAW #2022-029	CALVIN UNION CEMETERY AMENDMENT
6.12	BY-LAW #2022-030	FEES AND CHARGES AMENDMENT

7. INFORMTATIO LETTERS

7.1	MINISTRY OF NORTHERN DEVELOPMENT MINES, NATURAL RESOURCES AND FORESTRY	RE: SEEKING INPUT ABOUT THE USE OF FLOATING ACCOMMODATIONS ON WATERWAYS OVER ONTARIO’S PUBLIC LANDS
7.2	ASSOCIATION OF MUNICIPALITIES ONTARIO	ONLINE TRAINING MAY 4-5, 2022
7.3	ASSOCIATION OF MUNICIPALITIES	AMO POLICY UPDATE – CONSOLIDATED HOMELESSNESS PREVENTION PROGRAM, NEW PTSD REHABILITATION CENTRE FOR FIRST RESPONDERS, <i>GETTING ONTARIO CONNECTED ACT, 2022</i> , AND AMO STATEMENT ON UKRAINE
7.4	THE FEDERATION OF NORTHERN ONTARIO MUNICIPALITIES	2022 FONOM CONFERENCE

8. INFORMATIONLETTERS AVAILABLE

~~9. OLD AND NEW BUSINESS~~

~~10. ACCOUNT APPROVAL REPORT~~

11. CLOSED SESSION

- 11.1 COUNCIL WILL MEET IN CLOSED SESSION PURSUANT TO SECTION 239(2)(b) TO DEAL WITH A PERSONAL MATTER ABOUT AN IDENTIFIABLE INDIVIDUAL, INCLUDING MUNICIPAL EMPLOYEES AND PURSUANT TO SECTION 239(2)(d) LABOUR RELATIONS OR EMPLOYEE NEGOTIATIONS TO DEAL WITH CONFIDENTIAL HUMAN RESOURCE MATTERS.**

12. BUSINESS ARISING FROM CLOSED SESSION

13. NOTICE OF MOTION

14. NEW – CONFIRMATORY BY-LAW

BY-LAW #2022-024
CONFIRMATORY BY-LAW

15. ADJOURNEMENT



MUNICIPALITY OF CALVIN

1355 Peddlers Dr, Mattawa, ON P0H 1V0

Tel: 705-744-2700

Fax: 705-744-0309

clerk@calvintownship.ca

Delegation Request Form

Due to the COVID-19 pandemic, upcoming Council and Committee meetings will be held using electronic video conference.

To speak at our electronic Council meeting, you must complete this form. Upon receipt of this form, the Clerk will confirm your delegation and provide instructions on how to participate in the electronic video conference.

Council meetings are held the second & fourth Tuesday of each month at 7 pm. The requests to appear before Council must be received in writing by the Clerk NO LATER than 12:00 noon of the THURSDAY immediately preceding the scheduled Council meeting. Only one spokesperson per organization shall speak on behalf of the group at the delegation to Council.

Name & Organization: John Manson For Mike Lalonde
Address: 188 Homestead Rd, Mattawa, ON P0H 1V0
Email Address: John.MANSON CFP@gmail.com
Contact Telephone: 705 303 2363
Date of Meeting you are requesting for the delegation: April 12/22

Please state the purpose of the delegation: (Please attach Presentation if one will be given to Council)

Please see attached form:
"Delegation for Council"

Delegation for Council

Dear Council

I'm contacting council to ask if they will help to find a reasonable out come where everyone can benefit. As everyone is aware I'm being evicted from my trailer on my property. I have been successful in gathering a team of residents that are helping me plan and rebuild my home. I'm submitting building plans for a 675sq home to the building inspector this Wednesday. I had two ideas that I would very much appreciate if council would consider.

- 1) Council change the zoning by-law to allow someone in my situation to stay on their property and continue to live in a trailer
- 2) Council could pass a resolution to waive the permit fee for the new home I will be constructing and waive and possible court fees for the application for eviction

Either of these suggestion to council would be very helpful in moving forward and rebuilding my home. I now have a plan and appreciate any assistance council can reasonably provide in this unique situation.



CORPORATION OF THE MUNICIPALITY OF CALVIN

2022CT13 REPORT TO COUNCIL

REPORT DATE: **April 7, 2022**
ORIGINATOR: **Aleysha Blake – Interim Deputy Clerk**
SUBJECT: **NORDS – Documents - Update**

RECOMMENDATION: **None**

BACKGROUND: Thursday April 7th, 2022 I received an email stating that today was the final day to upload required documents in TPON.

I do recall Cindy mentioning that it is not an easy site to navigate and with the council package needing to be completed I was unsure on how I would be able to complete both.

After meeting with Cindy, Donna suggested that I request an extension. I did. It was granted until Thursday April 21, 2022.

NEXT STEPS: There is now time to get system access and this report completed.

Respectfully submitted;

Aleysha Blake
Deputy Clerk-Treasurer



MUNICIPALITY OF CALVIN

1355 PEDDLERS DRIVE, MATTAWA ON, P0H 1V0

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

building@calvintownhsip.ca • www.calvintownship.ca

BUILDING REPORT

MONTH: March, 2022

1. NUMBER OF PERMITS ISSUED	1
2. TOTAL MONTHLY VALUE	\$50,000
3. TOTAL FEES COLLECTED	\$380
4. TOTAL BUILDING VALUE TO DATE	\$101,627
5. TOTAL FEES COLLECTED TO DATE	\$380

COMMENTS:

Permit: 02-2022 Type: Garage

Value: \$50,000

Fee: \$280

Notes: Permit 01-2022 now paid for. \$100

SHANE CONRAD
CHIEF BUILDING OFFICIAL

MUNICIPALITY OF CALVIN REPORT TO COUNCIL

REPORT DATE: CW 04/12/22

Written Report Only

PREPARED BY: Roads Superintendent – Chris Whalley

SUBJECT: Roads Report – Roads Department

February, March 2022

- We had a lot of frozen culverts in February and March due to the cold nights, warm days and periods of rain causing roads to flood in low lying areas.
- The older truck sand box is starting to show some serious signs of fatigue and rust through the main frame rails. The exhaust travels through rails to heat the sand. The heat causes a lot of condensate that settles near the back of the box where the airlines and electrical wires run through the frame. The metal has rusted out creating a hole and caused the exhaust heat to burn the airlines and electrical wires. We were able to weld in a new plates and build a heat shield to protect the airlines and wires. Hopefully this repair will get us through until this truck is scheduled to be replace. "This truck (76-05) is 17 years old."
- March 6th, the spinner motor failed on the older truck (76-05) sand box. We replaced it with one we had in inventory and picked up a new spare spinner assembly at Gin-Cor.
- March 7th we started digging out culvert ends throughout the township. It had started to rain and some flooding was occurring. We also started winging the snow banks back on all Yearly Maintained Roads to open up the ditches and allow for the spring runoff.
- During the periods of freezing rain and ice pellets we installed 4 sets of rear tire chains on both trucks and 1 chain on the front left tire. This allows the trucks to operate safely during very slippery conditions, while sanding our roads.
- Friday March 18th. Installed Load Restriction Signs throughout Calvin Township roads. Load Restriction are expected to be in effect till May 20th pending weather conditions.

- Monday March 21st, Removed front plow and wing from Grader and installed rear eliminator in preparation for grading bare gravel roads.
- Tuesday March 22nd, started grading gravel roads, addressing sink holes and potholes.

Chris Whalley
Roads Superintendent
Municipality of Calvin

MUNICIPALITY OF CALVIN
REPORT TO COUNCIL
Recreation, Cemetery, Landfill JG2022-07

REPORT DATE: 07/04/2022
ORIGINATOR: Jacob Grove – Deputy Fire Chief
SUBJECT: **Fire Agreement**

BACKGROUND

The Fire Agreement with the Canadian Ecology Centre (CEC) ended on March 31, 2022.

Additional Information

The Fire Agreement is renewed annually with the CEC.

Recommendation

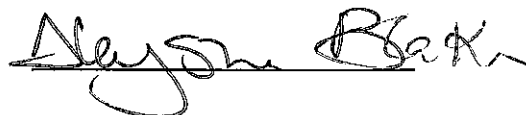
It is recommended that the Fire Agreement be extended to a three year agreement for this contract and then to four year agreement. This would have the Fire Agreement reviewed and renewed in the third year of every term of Council. By doing this it will line up the renewal of the fire agreement with the renewal of the landfill agreements.

It is recommended that the payment for services increases to \$2100.00 per annum.

Respectfully submitted;



Jacob Grove
Deputy Fire Chief



Aleysha Blake
Interim Deputy Clerk

**MUNICIPALITY OF CALVIN
REPORT TO COUNCIL
Recreation, Cemetery, Landfill JG2022-08**

REPORT DATE: 07/04/2022
PREPARED BY: Jacob Grove; Landfill, Cemetery, Recreation Manager
SUBJECT: Council Report

Recreation

The rink lights were turned off March 15th and the rink was closed for the season.

Landfill

There have been no more issues with the compactor truck since the repairs were made.

When staff arrived at the Landfill site Saturday April 2nd the multi-unit roll off bin was opened. This is the first time this has happened. Should this become an ongoing issue I will contact Miller to find an approved means in locking the container.

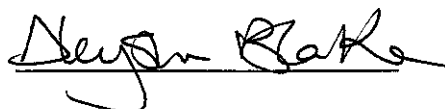
Cemetery

There is one burial booked for June 11th, 2022.

Respectfully submitted;



Jacob Grove
Landfill, Cemetery, Recreation Manager
Municipality of Calvin



Aleysha Blake
Interim Deputy Clerk
Municipality of Calvin



CORPORATION OF THE MUNICIPALITY OF CALVIN

2022CT13 REPORT TO COUNCIL

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ORIGINATOR: **Aleysha Blake – Interim Deputy Clerk**
SUBJECT: **NORDS – Documents - Update**

RECOMMENDATION: None

BACKGROUND: Thursday April 7th, 2022 I received an email stating that today was the final day to upload required documents in TPON.

I do recall Cindy mentioning that it is not an easy site to navigate and with the council package needing to be completed I was unsure on how I would be able to complete both.

After meeting with Cindy, Donna suggested that I request an extension. I did. It was granted until Thursday April 21, 2022.

NEXT STEPS: There is now time to get system access and this report completed.

Respectfully submitted;

Aleysha Blake
Deputy Clerk-Treasurer



Corporation of the Municipality of Calvin

Council Resolution

Date: April 12, 2022

Resolution Number: [Click or tap here to enter text.](#)

Moved By: [Choose a name.](#)

Seconded By: [Choose a name.](#)

NOW THEREFORE BE IT RESOLVED THAT:

“Council for the Corporation of the Municipality of Calvin approves Tuesday, April 12, 2022 Agenda as is with no additions, amendments, or deletions.”

Result [Options.](#)

Recorded Vote:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Mayor Pennell	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Brooker	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Castelijn	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Cross	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Shippam	<input type="checkbox"/>	<input type="checkbox"/>



Corporation of the Municipality of Calvin

Council Resolution

Date: April 12, 2022

Resolution Number: [Click or tap here to enter text.](#)

Moved By: [Choose a name.](#)

Seconded By: [Choose a name.](#)

NOW THEREFORE BE IT RESOLVED THAT:

“That the minutes of the regular meeting of Council held on Tuesday, March 8th, 2022 be hereby adopted and signed as circulated.”

Result [Options.](#)

Recorded Vote:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Mayor Pennell	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Brooker	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Castelijns	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Cross	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Shippam	<input type="checkbox"/>	<input type="checkbox"/>



Corporation of the Municipality of Calvin

Council – Regular Meeting

Minutes

Tuesday, March 8, 2022 - 7:00p.m. To 10:19p.m.

Electronic Meeting

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, Councillor Christine Shippam, Councillor Kim Brooker, Councillor Bart Castelijns, Administrative Assistant Aleysha Blake, Fire Chief Dean Maxwell and Landfill & Recreation Manager Jacob Grove.

Regrets: Chris Whalley – Roads Superintendent

Guests: -Peggy Young-Lovelace –E4M

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

PECUNIARY/CONFLICT OF INTEREST:

Sandy Cross declared a conflict of interest on Presentations/Delegations – Joanna Baxter – Calvin Women’s Association – Presentation - Councillor Cross, Reason: “I am a member of the CWA.”

PRESENTATIONS/DELEGATIONS:

Joanna Baxter – Calvin Women’s Association – Presentation

Jerry Knox – Presentation

2022-065 APPOINTMENT OF CLERK PRO TEMPORE

Moved by Coun Brooker and seconded by Coun Castelijns that Council for the Corporation of the Municipality of Calvin hereby appoint Aleysha Blake as Clerk Pro Tempore for the purpose of this Regular Council Meeting of March 8, 2022.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Brooker	Yea
Councillor Cross	Yea
Councillor Castelijns	Yea
Councillor Shippam	Yea
Mayor Pennell	Yea
Carried	

2022-066 ADOPT MINUTES OF THURSDAY, FEBRUARY 17, 2022

Moved by Coun Cross and seconded by Coun Shippam that the minutes of the ~~regular~~ special meeting of Council held on Thursday, February 17th, 2022 be hereby adopted and signed as circulated.

Recorded Vote as per Electronic Meeting Best Practices

Acceptance of Amendments

Councillor Brooker	Yea
Councillor Cross	Yea
Councillor Castelijns	Yea
Councillor Shippam	Yea
Mayor Pennell	Yea
Carried	

Recorded Vote as per Electronic Meeting Best Practices

Acceptance of Motion

Councillor Brooker	Yea
Councillor Cross	Yea
Councillor Castelijns	Yea
Councillor Shippam	Yea
Mayor Pennell	Yea
Carried	

2022-067 RESOLUTION TO DECLARE TWO (2) CISTERN TANKS SURPLUS

Moved by Coun Castelijns and seconded by Coun Shippam that Council for the Corporation of the Municipality of Calvin hereby declares the two (2) cistern tanks surplus from the Recreation Department and that they be offer to the Roads or Fire Department. Should no department within the Municipality have a use for the two (2) cistern tanks then Council authorizes that the two (2) cistern tanks be offer for sale by sealed bid.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Brooker	Yea
Councillor Cross	Yea
Councillor Castelijns	Yea
Councillor Shippam	Yea
Mayor Pennell	Yea
Carried	

2022-068 RESOLUTION TO DIRECT STAFF TO AMEND THE FEES AND CHARGES BY-LAW

Move by Coun Cross and Seconded by Coun Brooker that Council hereby requests staff to amend the Fees and Charges By-law No. 2020-23 and that staff shall bring forward a copy of the amended By-Law at the Tuesday, March 22, 2022 Council Meeting for discussion and these changes shall include the following; Schedule B: Building Inspection Services, Schedule G: Public Works Services and Schedule H: Cemetery Price List.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Brooker	Yea
Councillor Cross	Yea
Councillor Castelijns	Yea
Councillor Shippam	Yea
Mayor Pennell	Yea
Carried	

Peggy-Young-Lovelace joined meeting at 7:55p.m.

2022-069 BY-LAW #2022-021 BEING A BY-LAW TO APPOINT AN INTERIM DEPUTY TREASURER

Moved by Coun Shippam and seconded by Coun Castelijn that By-Law #2022-021 being a by-law to appoint an interim Deputy Treasurer; Now therefore the Council of the Corporation of the Municipality of Calvin Directs as follows: 1. That Aleysha Blake is hereby appointed as the Interim Deputy Treasurer for the Corporation of the Municipality of Calvin; 2. That the powers and duties of the Deputy Treasurer shall be those powers and duties of the Treasurer as set for in the *Municipal Act* and every other Act; 3. This by-law takes effect on the day of its final passing.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Brooker	Yea
Councillor Cross	Yea
Councillor Castelijn	Yea
Councillor Shippam	Yea
Mayor Pennell	Yea
Carried	

2022-070 BY-LAW #2022-022 BEING A BY-LAW TO APPOINT AN INTERIM DEPUTY CLERK

Moved by Coun Cross and seconded by Coun Brooker that By-Law #2022-022 being a by-law to appoint an interim Deputy Clerk; Now therefore the Council of the Corporation of the Municipality of Calvin Directs as follows: 1. That Aleysha Blake is hereby appointed as the Interim Deputy Clerk for the Corporation of the Municipality of Calvin; 2. That the powers and duties of the Deputy Clerk shall be those powers and duties of the Clerk as set for in the *Municipal Act* and every other Act; 3. This by-law takes effect on the day of its final passing.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Brooker	Yea
Councillor Cross	Yea
Councillor Castelijn	Yea
Councillor Shippam	Yea
Mayor Pennell	Yea
Carried	

2022-071 CLOSED PORTION

Moved by Coun Brooker and seconded by Coun Shippam that this portion of the meeting now be closed under the Municipal Act, 2001, ch. 25, as per Section 239 (2)(b) personal matters about an identifiable individual, including a municipal or local board employee; (2)(d) labour relations or employee negotiations 2(e) litigation or potential litigation and 2(f) advice that is subject to solicitor-client privilege; 1) Municipal Administrator Position, 2) Employee Performance; 3) Stewarts Road; and 4) Form of Guarantee from IO for Cassellholme Redevelopment Project.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Brooker	Yea
Councillor Cross	Yea
Councillor Castelijn	Yea
Councillor Shippam	Yea
Mayor Pennell	Yea
Carried	

2022-072 OUT OF CLOSED

Moved by Coun Brooker and seconded by Coun Cross that be it resolved that the Council for the Corporation of the Municipality of Calvin arise from Closed Session at 10:11p.m. and report as follows: Municipal Administrator Position – Update from E4M on progress filling the position and strategies for interim management. Employee Performance – Council addressed matter related to the Fire Chief’s Performance. Stewarts Road – update on situation. Form of Guarantee from IO for Cassellhome Redevelopment Project – review the Agreement and legal option.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Brooker	Yea
Councillor Cross	Yea
Councillor Castelijn	Yea
Councillor Shippam	Yea
Mayor Pennell	Yea
Carried	

2022-073 BY-LAW 2022-020 BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL

Moved by Coun Castelijn and seconded by Coun Shippam that By-Law #2022-020 being a by-law to confirm the proceedings of Council its Regular Council Meeting held Tuesday, March 8 2022 be read and adopted.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Brooker	Yea
Councillor Cross	Yea
Councillor Castelijn	Yea
Councillor Shippam	Yea
Mayor Pennell	Yea
Carried	

2022-074 ADJOURNMENT

Moved by Coun Cross and seconded by Coun Brooker that be it resolved that this regular meeting of Council now be adjourned at 10:19p.m.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Brooker	Yea
Councillor Cross	Yea
Councillor Castelijn	Yea
Councillor Shippam	Yea
Mayor Pennell	Yea
Carried	

Mayor

Clerk



Corporation of the Municipality of Calvin

Council Resolution

Date: April 12, 2022

Resolution Number: [Click or tap here to enter text.](#)

Moved By: [Choose a name.](#)

Seconded By: [Choose a name.](#)

NOW THEREFORE BE IT RESOLVED THAT:

“That the minutes of the regular meeting of Council held on Tuesday, March 22nd, 2022 be hereby adopted and signed as circulated.”

Result [Options.](#)

Recorded Vote:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Mayor Pennell	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Brooker	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Castelijns	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Cross	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Shippam	<input type="checkbox"/>	<input type="checkbox"/>



Corporation of the Municipality of Calvin

Council – Regular Meeting

Minutes

Tuesday, March 22, 2022 - 7:00p.m. To 9:40p.m.

Electronic Meeting

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, Councillor Christine Shippam, Councillor Bart Castelijn, Interim Deputy Clerk Aleysha Blake and Landfill Manager Jacob Grove.

Regrets: -Coun Kim Brooker

Guests: -Peggy Young-Lovelace –E4M

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

PECUNIARY/CONFLICT OF INTEREST:

Sandy Cross declared a conflict of interest on item no. 6.
B) Resolution #2018-141, 2020-005 & 2020-329 and 6.
C) Calvin Women's Association – Councillor Cross,
Reason: "I am named in these resolutions and I am a member of the CWA."

PRESENTATIONS/DELEGATIONS:

John Manson – Mike Lalonde

Mayor Ian Pennell called upon delegates to present at 7:01p.m. Moved on as they were not present.

2022-075 EXTEND WINTER HOURS

Moved by Coun Castelijn and seconded by Coun Cross that Council hereby authorizes that the Landfill Winter Hours continue to be extended as decided in March of 2021, to be clear, operation will be Tuesdays (1pm to 4pm) and Saturdays (10am to 3pm) until April 30, 2022; and that By-Law 2019-021 be revised and brought to Council at the next regular meeting to include these changes.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Brooker	Absent
Councillor Cross	Yea
Councillor Castelijn	Yea
Councillor Shippam	Yea
Mayor Pennell	Yea
Carried	

Mayor Ian Pennell checks to see if anyone has joined us at 7:08p.m.

2022-076 RESCINDING OF RESOLUTIONS

Moved by Coun Shippam and seconded by Coun Castelijn that Council rescind the Resolutions 2018-141, 2020-005 and 2020-329 which authorized parties' access to the Municipal Hall without fees and are out of compliance with By-Law 2021-028. And that the affected be notified of the changes.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Brooker	Absent
Councillor Cross	Conflict of Interest
Councillor Castelijns	Yea
Councillor Shippam	Yea
Mayor Pennell	Yea

Carried

2022-077 PERMISSION TO FUNDRAISE

Moved by Coun Castelijns and seconded by Coun Shippam that the Council of the Corporation of the Municipality of Calvin supports the Calvin Women's Association initiative and will accept funds raised relation to this project.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Brooker	Absent
Councillor Cross	Conflict of Interest
Councillor Castelijns	Yea
Councillor Shippam	Yea
Mayor Pennell	Yea

Carried

2022-078 CONSENT NO. 2021-20 - MAXWELL

Move by Coun Cross and Seconded by Coun Castelijns that Council does not wish to change any of the original conditions in the light of changes made to the application and recommends that the East Nipissing Planning Board move to the next steps of the consent application.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Brooker	Absent
Councillor Cross	Nay
Councillor Castelijns	Nay
Councillor Shippam	Nay
Mayor Pennell	Nay

Defeated

Council has wished to see a clear and new Consent Application filed.

2022-079

Moved by Coun Cross and seconded by Coun Shippam that Council direct staff to UPDATE the Calvin Union Cemetery By-Law and provide the updated By-Law within the next sixty (60) days.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Brooker	Absent
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Councillor Cross	Yea
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Councillor Castelijn	Yea
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Councillor Shippam	Yea
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Mayor Pennell	Yea
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Carried

Council would like to see the following Information Letters brought back to the next Council Meeting for Support; F) Township of Blue Mountains – RE: Funding Support for the Infrastructure Projects – Bridge/Culvert Replacements in Rural Municipalities & G) Township of Blue Mountains – Ontario Housing Affordability Task Force Report

2022-080 CLOSED PORTION

Moved by Coun Castelijn and seconded by Coun Shippam that this portion of the meeting now be closed under the Municipal Act, 2001, ch. 25, as per Section 239 (2)(b) personal matters about an identifiable individual, including a municipal or local board employee; (2)(d) labour relations or employee negotiations 2(e) litigation or potential litigation and 2(f) advice that is subject to solicitor-client privilege; 1) Update Regarding Municipal Administrator Recruitment, 2) Update on Stewarts Road; 3) Update on Lalonde Legal Matter and 4) Human Resource Matter.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Brooker	Absent
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Councillor Cross	Yea
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Councillor Castelijn	Yea
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Councillor Shippam	Yea
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Mayor Pennell	Yea
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Carried

2022-071 OUT OF CLOSED

Moved by Coun Cross and seconded by Coun Castelijn that be it resolved that the Council for the Corporation of the Municipality of Calvin arise from Closed Session at 9:36p.m. and report as follows: Council was given an update on the Municipal Administrator Recruitment Process and has given direction to proceed with a different recruiting option. Council was given an update on Stewarts Road. Council was given an update on the Lalonde Legal Matter. Council was advised about a Confidential Human Resource Matter.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Brooker	Absent
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Councillor Cross	Yea
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Councillor Castelijn	Yea
----------------------	-----

Councillor Shippam	Yea
--------------------	-----

Mayor Pennell	Yea
---------------	-----

Carried

2022-082 BY-LAW 2022-023 BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL
 Moved by Coun Castelijin and seconded by Coun Cross that By-Law #2022-023 being a by-law to confirm the proceedings of Council, at its Regular Council Meeting held Tuesday, March 22, 2022 be read and adopted.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Brooker Absent

Councillor Cross Yea

Councillor Castelijin Yea

Councillor Shippam Yea

Mayor Pennell Yea

Carried

2022-083 ADJOURNMENT

Moved by Coun Castelijin and seconded by Coun Cross that be it resolved that this regular meeting of Council now be adjourned at 9:40p.m.

Recorded Vote as per Electronic Meeting Best Practices

Councillor Brooker Absent

Councillor Cross Yea

Councillor Castelijin Yea

Councillor Shippam Yea

Mayor Pennell Yea

Carried

Mayor

Clerk



Corporation of the Municipality of Calvin

Council Resolution

Date: April 12, 2022

Resolution Number: [Click or tap here to enter text.](#)

Moved By: [Choose a name.](#)

Seconded By: [Choose a name.](#)

NOW THEREFORE BE IT RESOLVED THAT:

“Council for the Corporation of the Municipality of Calvin receives for information the February 9, 2022 correspondence from Township of Clearview regarding their letter to Premier Ford for funding support for infrastructure projects, bridge and culvert replacements in rural municipalities; AND THAT Council direct that this resolution be forwarded to Ontario Municipalities, AMO, Premier of Ontario, Provincial Minister of Finance, Federal Finance Minister and ROMA for support.”

Result [Options.](#)

Recorded Vote:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Mayor Pennell	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Brooker	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Castelijn	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Cross	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Shippam	<input type="checkbox"/>	<input type="checkbox"/>



The Town of The Blue Mountains Council Meeting

Title:

Township of Clearview

Date:

Monday, February 28, 2022

Moved by:

Deputy Mayor Bordignon

Seconded by:

Councillor Hope

THAT Council of the Town of The Blue Mountains receives for information the February 9, 2022 correspondence from Township of Clearview regarding their letter to Premier Ford for funding support for infrastructure projects, bridge and culvert replacements in rural municipalities;
AND THAT Council supports the Township of Clearview February 7, 2022 resolution requesting that Federal and Provincial Governments to provide more funding to rural municipalities to support infrastructure projects related to major bridge and culvert replacements;
AND THAT Council direct that this resolution be forwarded to Ontario municipalities, AMO, Premier of Ontario, Provincial Minister of Finance, Federal Finance Minister and ROMA for support

The motion is Carried



CLEARVIEW

February 9, 2022

C00.2022

The Honourable Doug Ford
Premier of Ontario
Legislative Building, Queen's Park
Toronto, ON M7A 1A1

Sent by Email: premier@ontario.ca

Re: Funding Support for Infrastructure Projects – Bridge/Culvert Replacements in Rural Municipalities

Please be advised that Council of the Township of Clearview, at its meeting held on February 7, 2022, passed the following resolution regarding funding support for infrastructure projects:

Resolution:

Moved by Deputy Mayor Burton, Seconded by Councillor Broderick, Be It Resolved that Council of the Township of Clearview supports the requests from the Township of Adjala-Tosorontio, the Township of Adelaide-Metcalf, the Township of Lake of Bays, the Township of Amaranth, and Northumberland County for the Federal and Provincial Governments to provide more funding to rural municipalities to support infrastructure projects related to major bridge and culvert replacements; and,

That this resolution be forwarded to the Premier of Ontario, Provincial Minister of Finance, Federal Finance Minister, AMO, ROMA, and all Ontario municipalities.
Motion Carried.

If you have any questions regarding the above, please do not hesitate to contact the undersigned.

Regards,

Sasha Helmkey, B.A., Dipl. M.A., AOMC
Clerk/Director of Legislative Services

cc: Hon. Peter Bethenfalvy, Ontario Minister of Finance minister.fin@ontario.ca
Hon. Chrystia Freeland, Federal Minister of Finance chrystia.freeland@fin.gc.ca
AMO amo@amo.on.ca
ROMA roma@roma.on.ca
All Ontario Municipalities



Corporation of the Municipality of Calvin

Council Resolution

Date: April 12, 2022

Resolution Number: [Click or tap here to enter text.](#)

Moved By: [Choose a name.](#)

Seconded By: [Choose a name.](#)

NOW THEREFORE BE IT RESOLVED THAT:

“Council for the Corporation of the Municipality of Calvin has read our Current By-Law 2018-018 Shared Chief Building Official/Building Inspector/Property Standards By-Law Officer Services Agreement and the New Drafted Copy hereby agrees to the updated draft with no additions, amendments or deletions.

AND FURTHER request that Staff provide Council with the Final Copy of this By-Law within the next (60) days to be read and passed before an open Council. ”

Result [Options.](#)

Recorded Vote:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Mayor Pennell	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Brooker	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Castelijn	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Cross	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Shippam	<input type="checkbox"/>	<input type="checkbox"/>

Copy of Current By-Law.

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

BY-LAW NUMBER 2018-0148 *KK*.

BEING A BY-LAW TO ENTER INTO A SHARED CHIEF BUILDING OFFICIAL / BUILDING INSPECTOR / PROPERTY STANDARDS BY-LAW OFFICER SERVICES AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF CALVIN, THE CORPORATION OF THE TOWNSHIP OF PAPINEAU-CAMERON, , AND THE CORPORATION OF THE MUNICIPALITY OF MATTAWAN

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

AND WHEREAS the Council of the Municipality of Calvin deems it expedient to enter into an Shared Chief Building Official / Building Inspector / Property Standards By-Law Officer Services Agreement with the Corporation of Papineau-Cameron Township and the Corporation of the Municipality of Mattawan;

AND WHEREAS Section 3 (1) of the Ontario Building Code Act, S.O. 1992, c. 23 as amended, states that the council of each municipality is responsible for the enforcement of this Act in the municipality, except where otherwise provided by this Act;

AND WHEREAS Section 3 (2) of the Ontario Building Code Act, S.O. 1992, c. 23 as amended, states that the council of each municipality shall appoint a chief building official and such inspectors as are necessary for the enforcement of this Act in the areas in which the municipality has jurisdiction;

AND WHEREAS Section 3 (3) of the Ontario Building Code Act, S.O. 1992, c.23 as amended, states that the councils of two or more municipalities may enter into an agreement,

- (a) providing for the joint enforcement of this Act within their respective municipalities;
- (b) providing for the sharing of costs incurred in the enforcement of this Act within their respective municipalities; and
- (c) providing for the appointment of a chief building official and inspectors;

NOW THEREFORE the Council of the Corporation of the Municipality of Calvin enacts the following;

1. THAT the Mayor and Clerk are hereby designated as signing officers and are authorized to execute a Shared Chief Building Official / Building Inspector / Property Standards By-Law Officer Services Agreement with the Corporation of the Township of Papineau-Cameron, and the Corporation of the Municipality of Mattawan.
2. THAT the Shared Chief Building Official / Building Inspector / Property Standards By-Law Officer Services Agreement is attached hereto as Schedule "A" (together with its schedules) as incorporated herein forms a part hereof of this By-law.
3. THAT the attached Shared Chief Building Official / Building Inspector / Property Standards By-Law Officer Services Agreement is effective from June 26, 2018 to June 26, 2022, subject to any amendments thereto or the termination of the said agreement.
4. THAT this Agreement shall be effective from the date of signing.
5. THAT this By-Law shall become ratified upon the signing thereof.

READ A FIRST, SECOND AND THIRD TIME, ENACTED AND PASSED BEFORE AN OPEN COUNCIL, THIS 26th DAY OF JUNE, 2018.


MAYOR


CLERK-TREASURER

**SHARED CHIEF BUILDING OFFICIAL / BUILDING INSPECTOR / PROPERTY
STANDARDS BY-LAW OFFICER SERVICES AGREEMENT**

THIS AGREEMENT made in triplicate as of the day of , 2018.

BETWEEN:

The Corporation of the Municipality of Calvin
having its principal office at
1355 Peddlers Drive, Mattawa, ON P0H 1V0
(herein after called "Calvin")

OF THE FIRST PART

AND

The Corporation of the Township of Papineau-Cameron
having its principal office at
4861 Highway 17, P.O. Box 630 Mattawa, ON P0H 1V0
(herein after called "Papineau-Cameron")

OF THE SECOND PART

AND

The Corporation of the Municipality of Mattawan
having its principal office at
947 Hwy 533, P.O. Box 610, Mattawa, ON P0H 1V0
(herein after called "Mattawan")

OF THE THIRD PART

WHEREAS Section 3 (1) of the Ontario Building Code Act, S.O. 1992, c. 23 as amended, states that the council of each municipality is responsible for the enforcement of this Act in the municipality, except where otherwise provided by this Act;

AND WHEREAS Section 3 (2) of the Ontario Building Code Act, S.O. 1992, c. 23 as amended, states that the council of each municipality shall appoint a chief building official and such inspectors as are necessary for the enforcement of this Act in the areas in which the municipality has jurisdiction;

AND WHEREAS Section 3 (3) of the Ontario Building Code Act, S.O. 1992, c.23 as amended, states that the councils of two or more municipalities may enter into an agreement,

- (a) providing for the joint enforcement of this Act within their respective municipalities;
- (b) providing for the sharing of costs incurred in the enforcement of this Act within their respective municipalities; and
- (c) providing for the appointment of a chief building official and inspectors;

WHEREAS the parties hereto have agreed to the terms by which they will participate in the operation of a Shared Chief Building Official / Building Inspector / Property Standards By-Law Officer;

THAT in consideration of the covenants, agreements and conditions contained herein, the parties hereto agree as follows:

1.0 CONTRACT TERM

The term of this Agreement shall be 4 years, commencing June 26, 2018 and ending June 26, 2022.

2.0 PARTICIPATION OPERATING COSTS & REVIEWS

The objective of the parties is to participate in the operating costs of the Shared Chief Building Official / Building Inspector / Property Standards By-Law Officer in direct proportion to the use of the Shared Chief Building Official / Building Inspector / Property Standards By-Law Officer by each of the parties by a percentage measurement in the attached Schedule "A" and of the following:

Shared Chief Building Official / Building Inspector / Property Standards By-Law Officer employment operation expenses include, but not limited to the following:

- Salary
- Vacation Pay
- Annual Cost of Living Adjustment
- Government Employment Insurance
- Government Canada Pension Plan
- WSIB (Workplace Safety Insurance Board)
- Government Employer Health Tax
- Employee Pension Plan
- Employee Health Benefits Plan

Percentage Measurement by:

- Three year average of the most current number of Annual Households in each separate Municipality.
- Three year average of the most current number of Annual Building Permits issued in each separate Municipality.
- Three year average of the most current number of Annual Building Values in each separate Municipality.
- Three year average of the most current number of Annual Property Assessment Value (less exempt assessment) in each separate Municipality.
- Property Standards participation.
- Host Municipality, 5% reduction for administration service.

The parties therefore agree that their participation in operating costs shall initially be as follows:

a) Township of Papineau-Cameron	52.71%
b) Municipality of Calvin	32.37%
c) Municipality of Mattawan	14.92%

Using the percentage measurement in the attached Schedule "A", the percentages shall be re-analyzed by each parties Council's at the end of each calendar year December 31, and the new percentages shall apply for the successive calendar year approved by each parties Council Motion/Resolution.

3.0 HOST MUNICIPALITY

The parties agree that the host Municipality shall be The Corporation of the Township of Papineau-Cameron and shall be the employer of the Shared Chief Building Official / Building Inspector / Property Standards By-Law Officer.

4.0 ADMINISTRATION SERVICE

The parties agree that the host Municipality shall have a 5% reduction on the participation percentage measurement for providing administration items and service such as cell phone, payroll, human resources, human resources insurance, etc.

5.0 MUNICIPAL CONTRIBUTION LEVY

The parties agree that each Municipality shall issue monthly levy payments to the Host Municipality.

6.0 TRAVEL EXPENSES

The parties agree that any travel expenses in connection with the Shared Chief Building Official / Building Inspector / Property Standards By-Law Officer services shall be handled as follows:

- a) Papineau-Cameron to pay their own travel expenses.
- b) Calvin to pay their own travel expenses.
- c) Mattawan to pay their own travel expenses.

7.0 EDUCATION EXPENSES

The parties agree that any required education training, licensing, and seminar/workshop expenses relating to building department service, enforcement and property standards, shall be paid by the parties in accordance with the approved percentage measurement cost sharing.

8.0 INSURANCE

The parties agree that any insurance claims in connection with the Shared Chief Building Official / Building Inspector / Property Standards By-Law Officer services shall be handled as follows:

- a) Papineau-Cameron shall provide and pay for its own building department insurance coverage expenses and insurance claims.
- b) Calvin shall provide and pay for its own building department insurance coverage expenses and insurance claims.
- c) Mattawan shall provide and pay for its own building department insurance coverage expenses and insurance claims.

In addition, each party shall during the term of the agreement have the other parties included as "additional named insured" for only in respect of and during the services performed under this and cross liability insurance is to be provided.

9.0 LEGAL EXPENSES

The parties agree that any legal expenses in connection with the Shared Chief Building Official / Building Inspector / Property Standards By-Law Officer services shall be handled as follows:

- a) Papineau-Cameron to pay their own legal expenses.
- b) Calvin to pay their own legal expenses.
- c) Mattawan to pay their own legal expenses.

10.0 MANAGEMENT COMMITTEE

Role

The Management Committee is an Advisory Body, whose mandate is to oversee the terms and conditions of this agreement.

Membership

Each Municipality shall appoint one member of Municipal Council.

Chairperson

The chairperson shall be rotated on the basis of a 1 year term. The rotation shall be made by a draw of names to determine the order of rotation.

Minutes of Meetings

The host Municipality's Administrator shall keep a copy of all minutes of the meetings of the Management Committee. The host municipality's administrator shall circulate one copy to each participating municipality.

Meetings

One meeting will be held each year. The management committee has the option of calling additional meetings as required.

Location of Meetings

Meetings are to be held at the host municipality's administration office. The Management committee has the option to determine a different location of a meeting as required.

Resolution of Problems

If a problem should arise, the committee would address the joint inter-municipal councils that are participating in this agreement. Upon completing this procedure, the disputing municipality or municipalities, may request arbitration.

11.0 AGREEMENTS & AMENDMENTS

This Agreement supersedes all prior negotiations, representations or agreements, either written or oral.

12.0 TERMINATION

If either party wishes to terminate this agreement, that party may do so by giving the other parties at least 60 days written notice, by registered mail, its intention to terminate.

13.0 ARBITRATION PROVISIONS

In the event that the parties hereto are unable to agree as to the interpretation or implementation of any of the terms of this Agreement and all matters associated with the Shared Chief Building Official / Building Inspector / Property Standards By-Law Officer, then the matter in dispute shall, on written notice by any party, be determined by Arbitrations.

The parties shall agree upon an Arbitrator, and if they are unable to agree within 30 days of Notice from either party, then each party shall appoint an Arbitrator within 15 days and the 2 Arbitrators so appointed shall appoint a third Arbitrator within the following 15 days.

The decision of the Arbitrator or Arbitrators as the case may be, shall be final and there shall be no appeals on questions of law or mixed fact and law. In all other respects, the provisions of the Arbitration Act of Ontario, 1991, as amended, shall apply.

The cost of Arbitration shall be part of the operational expenses of the Shared Chief Building Official / Building Inspector / Property Standards By-Law Officer.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the following dates:

By the Municipality of Calvin on the 26th day of JUNE, 2018,
by By-Law No. 2018-01484K.

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

Wayne B.
MAYOR

Sharon Kucera
CLERK-TREASURER

By the Township of Papineau-Cameron on the 26 day of JUNE, 2018,
by By-Law No. 2018-15.

THE CORPORATION OF THE TOWNSHIP OF PAPINEAU-CAMERON

Robert Corriveau
MAYOR

John J. Fortin
CAO/CLERK-TREASURER

By the Municipality of Mattawan on the 12 day of July, 2018,
by By-Law No. 2018-17.

THE CORPORATION OF THE MUNICIPALITY OF MATTAWAN

B. O'Leary
MAYOR

D. Miller
CLERK-TREASURER

Copy of New By-Law.

THE CORPORATION OF THE TOWNSHIP OF PAPINEAU-CAMERON

BY-LAW NUMBER 2022-

BEING A BY-LAW TO ENTER INTO A SHARED CHIEF BUILDING OFFICIAL / BUILDING INSPECTOR / PROPERTY STANDARDS BY-LAW OFFICER SERVICES AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF PAPINEAU-CAMERON, THE CORPORATION OF THE MUNICIPALITY OF CALVIN, AND THE CORPORATION OF THE MUNICIPALITY OF MATTAWAN

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

AND WHEREAS the Council of Papineau-Cameron Township deems it expedient to enter into an Shared Chief Building Official / Building Inspector / Property Standards By-Law Officer Services Agreement with the Corporation of the Municipality of Calvin, and the Corporation of the Municipality of Mattawan;

AND WHEREAS Section 3 (1) of the Ontario Building Code Act, S.O. 1992, c. 23 as amended, states that the council of each municipality is responsible for the enforcement of this Act in the municipality, except where otherwise provided by this Act;

AND WHEREAS Section 3 (2) of the Ontario Building Code Act, S.O. 1992, c. 23 as amended, states that the council of each municipality shall appoint a chief building official and such inspectors as are necessary for the enforcement of this Act in the areas in which the municipality has jurisdiction;

AND WHEREAS Section 3 (3) of the Ontario Building Code Act, S.O. 1992, c.23 as amended, states that the councils of two or more municipalities may enter into an agreement,

- (a) providing for the joint enforcement of this Act within their respective municipalities;
- (b) providing for the sharing of costs incurred in the enforcement of this Act within their respective municipalities; and
- (c) providing for the appointment of a chief building official and inspectors;

NOW THEREFORE the Council of the Corporation of the Township of Papineau-Cameron enacts the following;

1. THAT the Mayor and Clerk are hereby designated as signing officers and are authorized to execute a Shared Chief Building Official / Building Inspector / Property Standards By-Law Officer Services Agreement with the Corporation of the Municipality of Calvin, and the Corporation of the Municipality of Mattawan.
2. THAT the Shared Chief Building Official / Building Inspector / Property Standards By-Law Officer Services Agreement is attached hereto as Schedule "A" (together with its schedules) as incorporated herein forms a part hereof of this By-law.
3. THAT the attached Shared Chief Building Official / Building Inspector / Property Standards By-Law Officer Services Agreement is effective from June 26, 2022 to June 26, 2026, subject to any amendments thereto or the termination of the said agreement.
4. THAT this Agreement shall be effective from the date of signing.
5. THAT this By-Law shall become ratified upon the signing thereof.

READ A FIRST, SECOND AND THIRD TIME, ENACTED AND PASSED BEFORE AN OPEN COUNCIL, THIS DAY OF , 2022.

MAYOR

CAO / CLERK-TREASURER

DRAFT

**SHARED CHIEF BUILDING OFFICIAL / BUILDING INSPECTOR / PROPERTY
STANDARDS BY-LAW OFFICER SERVICES AGREEMENT**

THIS AGREEMENT made in triplicate as of the day of June, 2022

BETWEEN:

The Corporation of the Township of Papineau-Cameron
having its principal office at
4861 Highway 17, P.O. Box 630 Mattawa, ON P0H 1V0
(herein after called "Papineau-Cameron")

OF THE FIRST PART

AND

The Corporation of the Municipality of Calvin
having its principal office at
1355 Peddlers Drive, Mattawa, ON P0H 1V0
(herein after called "Calvin")

OF THE SECOND PART

AND

The Corporation of the Municipality of Mattawan
having its principal office at
947 Hwy 533, P.O. Box 610, Mattawa, ON P0H 1V0
(herein after called "Mattawan")

OF THE THIRD PART

WHEREAS Section 3 (1) of the Ontario Building Code Act, S.O. 1992, c. 23 as amended, states that the council of each municipality is responsible for the enforcement of this Act in the municipality, except where otherwise provided by this Act;

AND WHEREAS Section 3 (2) of the Ontario Building Code Act, S.O. 1992, c. 23 as amended, states that the council of each municipality shall appoint a chief building official and such inspectors as are necessary for the enforcement of this Act in the areas in which the municipality has jurisdiction;

AND WHEREAS Section 3 (3) of the Ontario Building Code Act, S.O. 1992, c.23 as amended, states that the councils of two or more municipalities may enter into an agreement,

- (a) providing for the joint enforcement of this Act within their respective municipalities;
- (b) providing for the sharing of costs incurred in the enforcement of this Act within their respective municipalities; and
- (c) providing for the appointment of a chief building official and inspectors;

WHEREAS the parties hereto have agreed to the terms by which they will participate in the operation of a Shared Chief Building Official / Building Inspector / Property Standards By-Law Officer;

THAT in consideration of the covenants, agreements and conditions contained herein, the parties hereto agree as follows:

1.0 CONTRACT TERM

The term of this Agreement shall be 4 years, commencing June 26, 2022 and ending June 26, 2026.

2.0 PARTICIPATION OPERATING COSTS & REVIEWS


The objective of the parties is to participate in the operating costs of the Shared Chief Building Official / Building Inspector / Property Standards By-Law Officer in direct proportion to the use of the Shared Chief Building Official / Building Inspector / Property Standards By-Law Officer by each of the parties by a percentage measurement in the attached Schedule "A" and of the following:

Shared Chief Building Official / Building Inspector / Property Standards By-Law Officer employment operation expenses include, but not limited to the following:


- Salary
- Vacation Pay
- Annual Cost of Living Adjustment
- Government Employment Insurance
- Government Canada Pension Plan
- WSIB (Workplace Safety Insurance Board)
- Government Employer Health Tax
- Employee Pension Plan
- Employee Health Benefits Plan

Percentage Measurement by:

- Three year average of the most current number of Annual Households in each separate Municipality.
- Three year average of the most current number of Annual Building Permits issued in each separate Municipality.
- Three year average of the most current number of Annual Building Values in each separate Municipality.
- Three year average of the most current number of Annual Property Assessment Value (less exempt assessment) in each separate Municipality.
- Property Standards participation.
- Host Municipality, 5% reduction for administration service.

 The parties therefore agree that their participation in operating costs shall be using the averages of years 2019/2020/2021 attached as Schedule "A" being as follows:

a) Township of Papineau-Cameron	56.10%
b) Municipality of Calvin	31.30%
c) Municipality of Mattawan	12.60%

Using the percentage measurement in the attached Schedule "A", the percentages shall be re-analyzed by each parties Council's at the end of each calendar year December 31, and the new percentages shall apply for the successive calendar year approved by each parties Council Motion/Resolution. 

3.0 HOST MUNICIPALITY

The parties agree that the host Municipality shall be The Corporation of the Township of Papineau-Cameron and shall be the employer of the Shared Chief Building Official / Building Inspector / Property Standards By-Law Officer.

4.0 ADMINISTRATION SERVICE

The parties agree that the host Municipality shall have a 5% reduction on the participation percentage measurement for providing administration items and service such as cell phone, payroll, human resources, human resources insurance, etc.

5.0 MUNICIPAL CONTRIBUTION LEVY

The parties agree that each Municipality shall issue monthly levy payments to the Host Municipality.

6.0 TRAVEL EXPENSES

The parties agree that any travel expenses in connection with the Shared Chief Building Official / Building Inspector / Property Standards By-Law Officer services shall be handled as follows:

- a) Papineau-Cameron to pay their own travel expenses.
- b) Calvin to pay their own travel expenses.
- c) Mattawan to pay their own travel expenses.

Schedule "A" by By-Law 2022-

7.0 EDUCATION EXPENSES

The parties agree that any required education training, licensing, and seminar/workshop expenses relating to building department service, enforcement and property standards, shall be paid by the parties in accordance with the approved percentage measurement cost sharing.

8.0 INSURANCE

The parties agree that any insurance claims in connection with the Shared Chief Building Official / Building Inspector / Property Standards By-Law Officer services shall be handled as follows:

- a) Papineau-Cameron shall provide and pay for its own building department insurance coverage expenses and insurance claims.
- b) Calvin shall provide and pay for its own building department insurance coverage expenses and insurance claims.
- c) Mattawan shall provide and pay for its own building department insurance coverage expenses and insurance claims.

In addition, each party shall during the term of the agreement have the other parties included as "additional named insured" for only in respect of and during the services performed under this and cross liability insurance is to be provided.

9.0 LEGAL EXPENSES

The parties agree that any legal expenses in connection with the Shared Chief Building Official / Building Inspector / Property Standards By-Law Officer services shall be handled as follows:

- a) Papineau-Cameron to pay their own legal expenses.
- b) Calvin to pay their own legal expenses.
- c) Mattawan to pay their own legal expenses.

10.0 MANAGEMENT COMMITTEE

Role

The Management Committee is an Advisory Body, whose mandate is to oversee the terms and conditions of this agreement.

Membership

Each Municipality shall appoint one member of Municipal Council.

Chairperson

The chairperson shall be rotated on the basis of a 1 year term. The rotation shall be made by a draw of names to determine the order of rotation.

Minutes of Meetings

The host Municipalities Administrator shall keep a copy of all minutes of the meetings of the Management Committee. The host municipalities administrator shall circulate one copy to each participating municipality.

Meetings

One meeting will be held each year. The management committee has the option of calling additional meetings as required.

Location of Meetings

Meetings are to be held at the host municipality's administration office. The Management committee has the option to determine a different location of a meeting as required.

Resolution of Problems

If a problem should arise, the committee would address the joint inter-municipal councils that are participating in this agreement. Upon completing this procedure, the disputing municipality or municipalities, may request arbitration.

11.0 AGREEMENTS & AMENDMENTS

This Agreement supersedes all prior negotiations, representations or agreements, either written or oral.

Schedule "A" by By-Law 2022-

12.0 TERMINATION

If either party wishes to terminate this agreement, that party may do so by giving the other parties at least 60 days written notice, by registered mail, its intention to terminate.

13.0 ARBITRATION PROVISIONS

In the event that the parties hereto are unable to agree as to the interpretation or implementation of any of the terms of this Agreement and all matters associated with the Shared Chief Building Official / Building Inspector / Property Standards By-Law Officer, then the matter in dispute shall, on written notice by any party, be determined by Arbitrations.

The parties shall agree upon an Arbitrator, and if they are unable to agree within 30 days of Notice from either party, then each party shall appoint an Arbitrator within 15 days and the 2 Arbitrators so appointed shall appoint a third Arbitrator within the following 15 days.

The decision of the Arbitrator or Arbitrators as the case may be, shall be final and there shall be no appeals on questions of law or mixed fact and law. In all other respects, the provisions of the Arbitration Act of Ontario, 1991, as amended, shall apply.

The cost of Arbitration shall be part of the operational expenses of the Shared Chief Building Official / Building Inspector / Property Standards By-Law Officer.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the following dates:

By the Township of Papineau-Cameron on the _____ day of _____, 2022,
by By-Law No. _____

THE CORPORATION OF THE TOWNSHIP OF PAPINEAU-CAMERON

MAYOR

CAO/CLERK-TREASURER

By the Municipality of Calvin on the _____ day of _____, 2022,
by By-Law No. _____

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

MAYOR

CLERK-TREASURER

By the Municipality of Mattawan on the _____ day of _____, 2022,
by By-Law No. _____

THE CORPORATION OF THE MUNICIPALITY OF MATTAWAN

MAYOR

CLERK-TREASURER

Schedule "A"

Municipal Contributions for Shared Building Department Services

Salary	\$40.94 / hr	3 day week	1248 hrs	2022	\$51,093.12
Vacation Pay (2 weeks)			2022	4%	\$2,043.72
Salary Gross Pay					\$53,136.84
Annual Cost of Living Adjustment		Jan 2022	included above		\$0.00
Employment Insurance		2022	1.58% x 1.4		\$1,175.39
Canada Pension Plan		2022	5.70% x 1		\$3,028.80
WSIB		2022	3.16%		\$1,679.12
Employer Health Tax		2022	1.95%		\$1,036.17
Employee Pension Plan		2022	3.50%		\$1,859.79
Employee Health Benefits Plan		2022			\$6,840.00

Chief Building Official Expense \$68,756.11

	VALUES	PERCENTAGE	AMOUNTS	
2019 Number of Households				
Papineau-Cameron	544.00	56.43%	\$38,800.13	
Calvin	260.00	26.97%	\$18,544.18	
Mattawan	160.00	16.60%	\$11,411.80	
Totals	964.00	100.00%	\$68,756.11	
2020 Number of Households				
Papineau-Cameron	548.00	59.63%	\$40,999.29	
Calvin	210.00	22.85%	\$15,711.41	
Mattawan	161.00	17.52%	\$12,045.41	
Totals	919.00	100.00%	\$68,756.11	
2021 Number of Households				
Papineau-Cameron	553.00	56.60%	\$38,917.23	
Calvin	263.00	26.92%	\$18,508.55	
Mattawan	161.00	16.48%	\$11,330.33	
Totals	977.00	100.00%	\$68,756.11	
2019 Number of Permits				
Papineau-Cameron	27.00	49.09%	\$33,753.00	
Calvin	24.00	43.64%	\$30,002.67	
Mattawan	4.00	7.27%	\$5,000.44	
Totals	55.00	100.00%	\$68,756.11	
2020 Number of Permits				
Papineau-Cameron	38.00	52.05%	\$35,790.85	
Calvin	31.00	42.47%	\$29,197.80	
Mattawan	4.00	5.48%	\$3,767.46	
Totals	73.00	100.00%	\$68,756.11	
2021 Number of Permits				
Papineau-Cameron	49.00	62.82%	\$43,192.94	
Calvin	18.00	23.08%	\$15,866.80	
Mattawan	11.00	14.10%	\$9,696.38	
Totals	78.00	100.00%	\$68,756.11	
2019 Building Values				
Papineau-Cameron	1,316,747.00	52.79%	\$36,295.28	
Calvin	1,105,238.00	44.31%	\$30,465.17	
Mattawan	72,400.00	2.90%	\$1,995.66	
Totals	2,494,385.00	100.00%	\$68,756.11	
2020 Building Values				
Papineau-Cameron	1,854,800.00	64.25%	\$44,175.01	
Calvin	1,004,100.00	34.78%	\$23,914.24	
Mattawan	28,000.00	0.97%	\$666.86	
Totals	2,886,900.00	100.00%	\$68,756.11	
2021 Building Values				
Papineau-Cameron	2,786,500.00	67.68%	\$46,531.64	
Calvin	523,190.00	12.71%	\$8,736.73	
Mattawan	807,700.00	19.62%	\$13,487.75	
Totals	4,117,390.00	100.00%	\$68,756.11	
2019 Assessment (less exempt assessment)				
Papineau-Cameron	155,162,621.00	57.78%	\$39,730.00	
Calvin	86,327,909.00	32.15%	\$22,104.60	
Mattawan	27,031,438.00	10.07%	\$6,921.51	
Totals	268,521,968.00	100.00%	\$68,756.11	
2020 Assessment (less exempt assessment)				
Papineau-Cameron	162,865,200.00	57.63%	\$39,624.29	
Calvin	91,003,600.00	32.20%	\$22,140.72	
Mattawan	28,735,100.00	10.17%	\$6,991.11	
Totals	282,603,900.00	100.00%	\$68,756.11	
2021 Assessment (less exempt assessment)				
Papineau-Cameron	162,940,200.00	57.56%	\$39,578.27	
Calvin	91,382,000.00	32.28%	\$22,196.74	
Mattawan	28,740,600.00	10.15%	\$6,981.11	
Totals	283,062,800.00	100.00%	\$68,756.11	
Property Standards				
Papineau-Cameron	Yes By-Law	1.00	100.00%	\$68,756.11
Calvin	No By-Law	0.00	0.00%	\$0.00
Mattawan	No By-Law	0.00	0.00%	\$0.00
Totals	1.00	100.00%	\$68,756.11	
Municipalities Contributions				
		Admin Fee	Adjusted Rates	Levy Contributions
Papineau-Cameron	61.10%	less 5%	56.10%	\$38,573.28
Calvin	28.80%		31.30%	\$21,518.10
Mattawan	10.10%		12.60%	\$8,664.73
TOTAL	100.00%		100.00%	\$68,756.11

DRAFT



Corporation of the Municipality of Calvin

Council Resolution

Date: April 12, 2022

THIRD READING

COUNCIL OF CORPORATION OF THE MUNICIPALITY OF CALVIN–SESSION April 12, 2022.

Moved By: Choose a name.

Seconded By: Choose a name.

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

As reported by the Committee of the Whole be read a third time, passed and numbered–2022-026 and that the said By-Law be signed by the Mayor and the Clerk, sealed with the seal of the Corporation and be engrossed in the by-law book.

Result Options.

Recorded Vote:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Mayor Pennell	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Brooker	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Castelijn	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Cross	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Shippam	<input type="checkbox"/>	<input type="checkbox"/>

SECOND READING

COUNCIL OF CORPORATION OF THE MUNICIPALITY OF CALVIN–SESSION April 12, 2022.

Moved By: Choose a name.

Seconded By: Choose a name.

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

be read a second time and be referred to a Committee of the whole Council.

Result Options.

Recorded Vote:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Mayor Pennell	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Brooker	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Castelijns	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Cross	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Shippam	<input type="checkbox"/>	<input type="checkbox"/>

FIRST READING

COUNCIL OF CORPORATION OF THE MUNICIPALITY OF CALVIN–SESSION April 12, 2022.

Moved By: Choose a name.

Seconded By: Choose a name.

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

be received and read a first time.

Result Options.

Recorded Vote:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Mayor Pennell	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Brooker	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Castelijn	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Cross	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Shippam	<input type="checkbox"/>	<input type="checkbox"/>



Corporation of the Municipality of Calvin

By-Law NO. 2022-026

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

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

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

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

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

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

READ A FIRST TIME THIS 12 DAY OF APRIL, 2022.

MAYOR

CLERK

READ A SECOND TIME THIS 12 DAY OF APRIL, 2022.

MAYOR

CLERK

READ A THIRD TIME AND FINALLY PASSED BEFORE AND OPEN COUNCIL THIS 12 DAY OF APRIL, 2022.

MAYOR

CLERK

Schedule “A” to By-law No. 2022-026

This AGREEMENT made the 1st day of April, 2022

FIRE AGREEMENT

BETWEEN:

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

-And-

THE CANADIAN ECOLOGY CENTRE
(Herein called “CEC”)

WHEREAS THE CALVIN TOWNSHIP FIRE DEPARTMENT was established by By-Law Number 2022-026

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

1. **TERM**

- 1.1 This Agreement shall be for a **three (3) year period commencing on the 1st day of April, 2022 and ending on the 31st day of March, 2025.**
- 1.2 This Agreement shall not create any obligation on behalf of “Calvin” to renew or extend the term of this Agreement.

2. **DEFINITIONS**

In this agreement:

- a. “Fire Department” means the Municipality of Calvin Fire Department.
- b. “Fire Chief” means the Chief of the Municipality of Calvin Fire Department.
- c. “Fire Area” means all the areas within Canadian Ecology Centre. Boundaries, as described in Appendix 1, attached and forming part of this agreement.

- d. "Fire Protection Services" means and includes only the following:
 1. Fire suppression (*Limited Interior Attack*)
 2. Auto extrication
 3. Water and ice rescue (*Static Water & Shore Based*)
 4. Annual inspections of facilities
 5. Fire Protection and Prevention Act. Bill 84 and Ontario Fire Code enforcement.
 6. Complaints and inquiries (upon request)
 7. Assistance in search and rescue (upon request)

3. SERVICES

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

3.2 The minimum apparatus and personnel of the fire department that will respond to occurrences in the "fire area" will include the following: one (1) pumper, equipped according to ULC specification S515, one (1) tanker unit, a minimum of five (5) firefighters including an officer.

3.3 The "Fire Protection Services" provided under this agreement shall be authorized for the complete termination of the emergency, including reporting and the "Fire Chief" shall be in charge of all operations including arranging for additional assistance that may be required. Any additional costs will be at the expense of the CEC.

3.4 Fires or emergencies that may occur along roads within the "Fire Area", whether they may be on Crown, Municipal, MTO or private property are the responsibility of the "Fire Department".

3.5 The "Fire Chief" may refuse to supply "Fire Protection" in the "Fire Area" if personnel, apparatus and equipment are required in Calvin or elsewhere under the provisions of the East Parry Sound/Nipissing Mutual Aid Plan. Similarly the "Fire Chief" may order the return of such personnel, apparatus and equipment that is responding to or is at the scene of an occurrence in the "Fire Area". No liability shall attach or accrue to Calvin, the "Fire Chief" or the "Fire Department" for failing to supply the CEC on any occasion or occasions with the said "Fire Protection Services" provided in this agreement.

3.6 The "Fire Chief" will submit all claims and Calvin will receive funds recoverable for occurrences at which the "Fire Department" attends in regard to motor vehicles or fires involving MNR firefighting personnel when the "Fire Department" is called, in the "Fire Area".

3.7 In the case of an incident in the "Fire Area" pursuant to the Forest Fire Prevention Act and Regulations, the "Fire Chief" will immediately notify the Ministry of Natural

Resources. Any claims submitted by the Ministry of Natural Resources arising from such incident will be the sole responsibility of the CEC.

4. LIABILITY

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

5. PAYMENT FOR SERVICES

5.1 In consideration of the fire protection services undertaken by Calvin to be provided in the “Fire Area” of the CEC, the owners/operators of CEC shall pay to Calvin the sum of **\$2,100.00** per annum as invoiced by Calvin.

6. PROVISIONS

6.1 The CEC will provide the “Fire Department” with:

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

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

7. TERMINATION and RENEWAL

7.1 This agreement may be terminated at any time prior to March 31, 2025, by either party giving written notice to the other party ninety (90) days prior to the termination date.

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

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

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

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

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

For the
Corporation of the Municipality of Calvin

For the
Canadian Ecology Centre

Mayor

General Manager CEC

Witness

Witness

Municipal Clerk

Authorized Signing Authority

Witness

Witness



Corporation of the Municipality of Calvin

Council Resolution

Date: April 12, 2022

Resolution Number: Click or tap here to enter text.

Moved By: Choose a name.

Seconded By: Choose a name.

NOW THEREFORE BE IT RESOLVED THAT:

“That By-Law #2022-027 being a By-Law To Adopt An Expected Conduct Policy;

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

- 1. Schedule “1” – Expected Conduct Policy attached hereto forms part of this bylaw.**
- 2. Any changes to Schedule “1” may be adopted by resolution.**
- 3. This Bylaw supersedes any Bylaw previously passed that is contrary to this Bylaw.**
- 4. This Bylaw takes effect upon its passing.”**

Result Options.

Recorded Vote:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Mayor Pennell	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Brooker	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Castelijn	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Cross	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Shippam	<input type="checkbox"/>	<input type="checkbox"/>

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

BYLAW NUMBER 2022-027

BEING A BYLAW TO ADOPT AN EXPECTED CONDUCT POLICY

Legal Authority

Scope of Powers

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

Powers of a Natural Person

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

Powers Exercised by Council

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

Powers Exercised by By-law

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

Preamble

Council for the Corporation of the Municipality of Calvin ("Council") acknowledges that a Municipality as a level of government from time to time receives feedback and requests from individuals about Township services or in other ways interact with the Township.

Council further acknowledges that it is necessary to promote a respectful, tolerant and harassment free workplace between Members of Council, Officers and Employees of the Township, and the public.

Decision

Council of the Corporation of the Municipality of Calvin decides it in the best interest of the Corporation to adopt a policy that clearly explains expected conduct of individuals interacting with the Township.

Direction

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

1. Schedule "1" – Expected Conduct Policy attached hereto forms part of this bylaw.
2. Any changes to Schedule "1" may be adopted by resolution.
3. This Bylaw supersedes any Bylaw previously passed that is contrary to this Bylaw.
4. This Bylaw takes effect upon its passing.

Read and adopted by Resolution _____ this 12th Day of April 2022.

MAYOR

CLERK



Expected Conduct Policy

Township of Calvin

Important Disclaimer: this policy complies with the relevant provisions of the *Municipal Act, 2001*, SO 2001, c 25 (the “*Municipal Act*”). If you have any questions or concerns about this protocol or how to implement it, please contact Wishart Law Firm LLP. Wishart Law Firm LLP is not responsible for the results of any edit to this protocol other than as expressly authorized or directed by Wishart Law Firm LLP.

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Contents

1. Policy Statement	1
2. Purpose.....	1
3. Application	2
Examples of Unreasonable Behaviour	2
Examples of Vexatious or Frivolous Requests	3
4. Policy Requirements	3
5. Responsibilities.....	4
Employees.....	4
Supervisors	4
Clerk-Treasurer	5
Members of Council	5
Communications Committee	5
6. Monitoring/Contraventions Course of Action	5
Appeals	8
Monitoring	8
7. Definitions	8

1. Policy Statement

The Township of Calvin (the “Township”) aims to provide exemplary services to all members of the public and to address service requests and complaints equitably, comprehensively and in a timely manner, while promoting a respectful, tolerant and harassment-free workplace between Members of Council, officers and employees of the Township, and the public. To achieve these objectives, unreasonable behaviour and/or frivolous and vexatious complaints or requests from some members of the public who require services or access Township premises may need to be limited in a manner that is clear, consistent, reasonable, and proportional to the individual’s action(s).

2. Purpose

(1) This policy contributes to the Township’s objective of dealing with all residents in ways that are consistent and fair while acknowledging that there may be a need to protect staff, Members of Council and residents of the Township from unreasonable behaviour and frivolous and/or vexatious actions.

(2) Some situations arising from unreasonable behaviour may cause concern for the reasonable safety of other individuals on Township premises. Other situations may compromise the enjoyment of Township facilities for all users. Vexatious, frivolous and/or unreasonably persistent requests may consume a disproportionate amount of Member and/or staff time and resources and can compromise their ability to provide assistance or deliver good customer service efficiently and effectively. Such requests may also impede staff from attending to other essential issues. These situations and requests may require the Township to put restrictions on the contact that some individuals have with the Township.

(3) This policy is not intended to deal with generally difficult clients and individuals. It applies to members of the public whose behaviours and actions are unreasonable, frivolous and/or vexatious. Determining whether particular behaviours or actions are unreasonable, frivolous or vexatious can be a flexible balancing exercise that requires all circumstances of a particular case to be taken into account. In many cases, the key question is whether the behaviours or actions are likely to cause distress, disruption or irritation, without proper or justified cause.

(4) The decision to classify someone’s behaviour as unreasonable, or to classify a request as vexatious or frivolous, could have serious consequences for the individual, including restricting their access to Members of Council, Township staff, services and/or property. As such, this policy provides clear examples of behaviours and actions, as well as clear steps for staff to follow. Any restrictions made under this policy and the related trespass to property are dependent on particular circumstances, and there is an opportunity for the affected individual to have any restrictions reviewed and/or appealed.

3. Application

This policy, and the related trespass to property procedures, are to be implemented if behaviours or requests from an individual are determined to be unreasonable, frivolous and/or vexatious as defined herein. The following behaviours or requests may take place in circumstances including, but not limited to, one or more of the following:

- (a) Public meetings;
- (b) Written communication;
- (c) Telephone communication;
- (d) In-person communication
- (e) Electronic communication, including email and social media; and/or
- (f) Interactions at Township property, parks or facilities.

Examples of Unreasonable Behaviour

Examples of what might be considered unreasonable behaviour are shown below. The list is not exhaustive, nor does one single feature on its own necessarily imply that the person will be considered as being in this category:

- (a) Refusing to specify the grounds of a complaint, despite offers of assistance;
- (b) Changing the basis of the complaint/request as the matter proceeds;
- (c) Denying or changing statements made at an earlier stage;
- (d) Covertly recording meetings and conversations;
- (e) Submitting falsified documents from themselves or others;
- (f) Making excessive demands on the time and resources of staff with lengthy phone calls, emails to numerous staff, or detailed letters every few days, and expecting immediate responses;
- (g) Refusing to accept the decision/repeatedly arguing points with no new evidence;
- (h) Persistently approaching the Township through different routes about the same issue;
- (i) Causing distress to staff, which could include use of hostile, abusive or offensive language, or an unreasonable fixation on an individual member of staff;
- (j) Making unjustified complaints about staff who are trying to deal with the issues, and seeking to have them replaced;
- (k) Engaging in aggressive, disrespectful or intimidating behaviour, bullying, harassment or using coarse language while accessing a Township program, service, program, event or facility; and/or
- (l) Loitering, causing a disturbance or acting under the influence of drugs and alcohol while attending Township premises.

Examples of Vexatious or Frivolous Requests

Examples of what might be considered to be vexatious or frivolous are provided below. The list is not exhaustive, and for a request to be considered as vexatious or frivolous it is likely that more than one of the examples is relevant:

- (a) Submission of obsessive requests with very high volume and frequency of correspondence;
- (b) Requests for information the requester has already seen, or clear intention to reopen issues that have already been considered;
- (c) Where complying with the request would impose significant burden on the Corporation in terms of expense, and negatively impact the ability to provide service to others;
- (d) Where the requester states that the request is meant to cause maximum inconvenience, disruption or annoyance;
- (e) Where the request lacks any serious purpose or value. An apparent lack of value would not usually be enough on its own to make a request vexatious, but may when considered with other examples; and/or
- (f) Harassing the Township, which could include very high volume and frequency of correspondence, or mingling requests with accusations and complaints.

Furthermore, a pattern of conduct occurs when on several occasions an individual engages in one or more of the following:

- (a) Brings complaints concerning an issue that staff have already investigated and concluded;
- (b) Brings complaints concerning an issue that is substantially similar to an issue that staff have previously investigated and concluded and no new information is being introduced; and/or
- (c) Engages in unreasonable conduct which is abusive of the request for services or complaints process, including but not limited to the examples set out under the Application section of this policy.

Note: this policy is meant to complement, not replace, the Violence and Harassment in the Workplace Policy or Program, the Client Experience Policy, and the Code of Conduct for Members of Council.

4. Policy Requirements

(1) The decision to classify someone's behaviour as unreasonable, or to classify a request or complaint as frivolous and vexatious, could have serious consequences for the individual, including restricting his or her access to Township services and staff.

(2) The decision may be as a result of a repeated pattern of conduct when, on several occasions, a person engages in one or more behaviours or actions identified as unreasonable, frivolous and/or vexatious, or it may be a single significant incident that requires invocation of this policy.

If an incident presents an immediate threat, police and/or emergency services shall be contacted.

5. Responsibilities

(1) All users of this policy are required to **document** the actions of the individual, and their own actions, in as much detail as possible.

(2) Certain situations involving unreasonable behaviour on Township property, parks or facilities may require **immediate action** by way of a trespass notice, after all possible alternative measures are considered and/or implemented.

(3) For situations involving unreasonable behaviour that does not require such immediate action, as well as those circumstances that involve frivolous and vexatious requests, specific responsibilities include as follows:

Employees

- (a) If a staff member experiences or witnesses any incident or behaviour that makes the staff member uncomfortable or unsafe, the staff member should report the matter to their supervisor, providing any supporting material;
- (b) If a staff member believes that a request or a complaint is unreasonable, frivolous or vexatious, the staff member should consult with their supervisor, providing any supporting material.
- (c) Staff are responsible for advising their supervisor of the steps that have been taken to resolve the issue, which may include the following:
 - (i) Length of time that staff have been in contact with the individual and the history of interactions;
 - (ii) Amount of correspondence that has been exchanged with the individual;
 - (iii) Number of requests that the individual has brought and the status of each;
 - (iv) Nature of the individual's behaviour and the amount of time that has been consumed; and
 - (v) Maintaining detailed records of staff interactions with individuals in order to justify any actions taken to restrict the individual's access to staff or services.
- (d) If applicable, ensure compliance with any relevant duties and procedures pertaining to trespass to property.

Supervisors

- (a) Review the information provided by staff and determine if the individual's behaviour warrants the application of restriction(s);

- (b) Work with staff to determine appropriate restriction(s), including how to inform the individual of the restriction(s);
- (c) Determine a proposed review date for removing, modifying or continuing the restriction(s);
- (d) Meet with the Clerk-Treasurer and outline the situation, including the proposed restriction(s) and review date; and
- (e) If applicable, ensure compliance with any relevant duties and procedures pertaining to trespass to property.

Clerk-Treasurer

- (a) Except as otherwise provided for hereunder, to make the determination to classify an individual's behaviour as unreasonable or to classify a request as frivolous and/or vexatious;
- (b) Determine the restriction(s) to be imposed on the individual and communicate these restrictions to the individual;
- (c) Maintain all documentation related to the review and determination of restriction(s);
- (d) Conduct reviews of any restriction(s) and communicate the outcome to the individual; and
- (e) If applicable, ensure compliance with any relevant duties and procedures pertaining to trespass to property.

Members of Council

- (a) Consult with the Clerk-Treasurer and the Integrity Commissioner regarding cases of unreasonable behaviour and/or frivolous and vexatious action that the Member wishes to address, as described in this policy. Upon being consulted by a Member of Council, the Integrity Commissioner shall provide advice to the Member respecting any proposed action under this policy as it relates to the Member's obligations under the Code of Conduct for Members of Council.
- (b) The appeal mechanism for any restriction(s) placed on an individual through the procedure for Members of Council is the Integrity Commissioner.

Communications Committee

- (a) Undertake all responsibilities of the Clerk-Treasurer hereunder where the behaviour at issue is substantially directed towards the Clerk-Treasurer.
- (b) The appeal mechanism for any restriction(s) placed on an individual by the communications committee is the Integrity Commissioner

6. Monitoring/Contraventions Course of Action

(1) **Information Review:** Based on the information provided by staff and supervisors, a review shall be conducted by the Clerk-Treasurer to determine if an individual's behaviour warrants the

application of restriction. Each case should be considered on an individual basis. This determination, or any restrictions, shall consider the specific circumstances of the matter as well as the following:

- (a) The individual's personal circumstances, level of competency, literary skills, etc. that may be known to staff;
- (b) If applicable, whether the request or complaint has been dealt with properly and in line with the relevant procedures and statutory guidelines;
- (c) If applicable, whether staff have made reasonable efforts to satisfy or resolve the request or complaint;
- (d) If applicable, whether the individual is presenting new material or information about the situation or making a new request or complaint.

(2) **Notice:** Upon determination that an individual's behaviour is unreasonable or to classify a request or complaint as frivolous or vexatious, and depending on the severity of the incident, the Clerk-Treasurer shall:

- (a) Send a letter of warning to the individual indicating that the behaviour/requests are a violation of this policy and that restrictions may be imposed should they continue; or
- (b) Send a letter of notification to the individual indicating that the matter has been reviewed and that restrictions are to be imposed. This letter shall include a summary of the findings of the Clerk-Treasurer's review, including as follows:
 - (i) a summary of the matter which has led to the restrictions;
 - (ii) a summary of the interactions with the individual;
 - (iii) a description of the restrictions that are to be applied; and
 - (iv) the rationale for applying the restrictions.

(3) **Potential Restrictions:** Restrictions should be tailored to deal with the individual circumstances. Actions available to the Clerk-Treasurer (or the communications committee as applicable) to restrict the individual may include, but are not limited, to any one or combination of the following:

- (a) Limiting the individual's correspondence with staff to a particular format, time or duration;
- (b) Limiting the individual to a particular point of contact;
- (c) Requiring any face-to-face interactions between the individual and staff to take place in the presence of another staff member;
- (d) Requiring the individual to make contact with the Township only through a third party, such as a solicitor or counsellor;
- (e) Limiting or regulating the individual's use of Township services;

- (f) Refusing the individual access to a Township facility except by appointment or specific permission;
- (g) Requiring that the individual produce full disclosure of documentation or information before staff will further investigate a complaint;
- (h) Instructing staff not to respond to further correspondence from the individual regarding the complaint or a substantially similar issue;
- (i) Informing the individual that further contact on the matter will not be acknowledged or replied to;
- (j) Closing the complaint or request for service;
- (k) Instructing staff not to investigate any complaints regarding an issue that has already been investigated or which is substantially similar to an issue that has already been investigated;
- (l) Instructing staff to severely reduce or completely cease responses to further complaints or request and correspondence from the individual;
- (m) Directing that communications are forwarded to a communications committee whose terms of reference shall be to receive and vet communications from certain individuals or groups and make recommendations to Council about how such communications should be responded to;
- (m) Pursuing legal action including issuance of a notice of trespass. All staff who have the authority to issue notices are required to consider and/or implement **all possible alternative measures** before issuing a notice.

(4) **Restriction Review:** The letter of notification shall advise of a review date for the matter, depending on the severity of the incident and the nature of the matter and restriction/service provided. Generally, all cases where this policy is applied should be reviewed every three months or six months and not more than 12 months after the service change or restriction was initially imposed or continued/upheld.

(5) The affected individual will be invited to participate in the review process by providing a written submission or by way of another method as appropriate in the circumstances, unless it is determined that this invitation will provoke a negative response from the individual.

(6) Before the review date, staff and the Clerk-Treasurer (or the communications committee as applicable) shall meet and review the situation and determine if the restrictions should continue. During this review, consideration shall be given to factors such as:

- (a) Whether the individual has had any contact with the Township during the restriction period;
- (b) The individual's conduct during the restriction period;
- (c) Any information/arguments put forward by the individual for review;
- (d) The effect that continuing the restriction may have on the individual; and
- (e) Any other information that may be relevant in the circumstances.

(7) The individual shall be informed of the outcome of the review by way of letter within 10 business days of completion of the review and be given another date for review if any restrictions remain.

Appeals

(1) The individual shall have the ability to appeal any decision to impose restrictions by contacting the Clerk-Treasurer in writing within 10 business days from the date the restriction was issued. The Clerk-Treasurer Treasurer (or the communications committee as applicable) shall review all relevant information along with the appeal within 10 business days from the date the appeal was received and may confirm, rescind or amend the restrictions. The Clerk-Treasurer's is final.

(2) As noted above, if the communications committee is responsible for imposing restrictions hereunder the individual's appeal must be directed to the Integrity Commissioner.

(3) If the issue cannot be resolved through this policy, the individual may submit a complaint to the Office of the Ontario Ombudsman.

Monitoring

This policy shall be reviewed as often as necessary and at least annually.

7. Definitions

(1) "Vexatious" means that the complaint or request for service is initiated with the intent to embarrass or annoy the receipt, or is part of a pattern of conduct by the complaint of requestor that amounts to an abuse of the complaint process or request for service.

(2) A "frivolous" complaint is one that has no serious purpose or value, about a matter so trivial or one so meritless on its face that investigation would be disproportionate in terms of time and cost.

(3) "Unreasonable" behaviour involves conduct that is unacceptable in all circumstances – regardless of how stressed, angry or frustrated an individual is, because it unacceptably comprises the health, safety and security of staff, other service users or the individual themselves. Further, requests or complaints that are incomprehensible, inflammatory or based on conspiracy theories are also considered unreasonable.

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

BYLAW NUMBER 2022-028

BEING A BYLAW TO AUTHORIZE THE ELECTRONIC SIGNING OF DOCUMENTS

Legal Authority

Scope of Powers

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

Powers of a Natural Person

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

Powers Exercised by Council

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

Powers Exercised by By-law

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

Electronic Commerce Act

Section 15 of the *Electronic Commerce Act*, 2000 S.O. 2000, c. 17 ("*Electronic Commerce Act*") gives authority to a public body to electronically deal with documents it has the power to create, collect, receive, store, transfer, distribute, publish or otherwise deal with.

Preamble

Council for the Corporation of the Municipality of Calvin ("Council") acknowledges that it is not always possible for individuals with signing authority on behalf of the Municipality to attend the Municipal Office to execute documents during open hours.

Council further acknowledges that electronic signatures are necessary for the timely execution of certain agreements and/or documents.

Decision

Council of the Corporation of the Municipality of Calvin decides it in the best interest of the Corporation to authorize the execution of agreements and documents by electronic signatures.

Direction

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

1. Any member of Council, officer, or an employee that is authorized by legislation, bylaw, or policy to execute documents on behalf of the Municipality of Calvin may do so by affixing an electronic signature.
2. Document means any written document (paper or electronic) including Bylaw, agreement, contract, memorandum, letter of intent, application, permit, report, notice, waiver, purchase order, lease, deed, or acknowledgement.
3. The following documents may NOT be signed by electronic signature under this Bylaw:
 - a. Third-party agreements of contracts that the third-party does not consent to the use of an electronic signature;
 - b. Cheques, bank drafts, debentures and other similar financial documents;
 - c. Agreements and other documents having a total value of over \$500,000; and
 - d. Any document prohibited by law from being signed electronically.
4. Electronic signature has the meaning as described in the *Electronic Commerce Act*.
5. Any document issued on behalf of the Municipality of Calvin that may be signed using an electronic signature shall contain a statement explaining that when affixed, an electronic signature on behalf of the municipality is binding and references this Bylaw.
6. Nothing in this Bylaw requires other parties to electronically sign documents or for the Municipality of Calvin to automatically accept documents signed electronically by a third-party.
7. Any conflict arising between this Bylaw and provincial or federal legislation shall cause those specific provisions not to be in force.
8. If a court of competent jurisdiction declares any provision or part of this Bylaw to be invalid or to be of no force or effect, the remainder of this Bylaw shall continue to be in force.
9. That this Bylaw will be reviewed one year from the date of passing.
10. This Bylaw takes effect on the day of its final passing.

Read and adopted by Resolution _____ this 12th Day of April 2022.

MAYOR

CLERK



Corporation of the Municipality of Calvin

Council Resolution

Date: April 12, 2022

Resolution Number: [Click or tap here to enter text.](#)

Moved By: [Choose a name.](#)

Seconded By: [Choose a name.](#)

NOW THEREFORE BE IT RESOLVED THAT:

“That By-Law #2022-028 being a By-Law To Authorize The Electronic Signing of Documents;

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

1. Any member of Council, officer, or an employee that is authorized by legislation, bylaw, or policy to execute documents on behalf of the Municipality of Calvin may do so by affixing an electronic signature.
2. Document means any written document (paper or electronic) including Bylaw, agreement, contract, memorandum, letter of intent, application, permit, report, notice, waiver, purchase order, lease, deed, or acknowledgement.
3. The following documents may NOT be signed by electronic signature under this Bylaw:
 - a. Third-party agreements of contracts that the third-party does not consent to the use of an electronic signature;
 - b. Cheques, bank drafts, debentures and other similar financial documents;
 - c. Agreements and other documents having a total value of over \$500,000; and
 - d. Any document prohibited by law from being signed electronically.
4. Electronic signature has the meaning as described in the *Electronic Commerce Act*.
5. Any document issued on behalf of the Municipality of Calvin that may be signed using an electronic signature shall contain a statement explaining that when affixed, an electronic signature on behalf of the municipality is binding and references this Bylaw.

6. Nothing in this Bylaw requires other parties to electronically sign documents or for the Municipality of Calvin to automatically accept documents signed electronically by a third-party.
7. Any conflict arising between this Bylaw and provincial or federal legislation shall cause those specific provisions not to be in force.
8. If a court of competent jurisdiction declares any provision or part of this Bylaw to be invalid or to be of no force or effect, the remainder of this Bylaw shall continue to be in force.
9. That this Bylaw will be reviewed one year from the date of passing.
10. This Bylaw takes effect on the day of its final passing.”

Result Options.

Recorded Vote:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Mayor Pennell	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Brooker	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Castelijn	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Cross	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Shippam	<input type="checkbox"/>	<input type="checkbox"/>



Corporation of the Municipality of Calvin

Council Resolution

Date: April 12, 2022

Resolution Number: Click or tap here to enter text.

Moved By: Choose a name.

Seconded By: Choose a name.

The City of North Bay's invitation to participate in its 2022 Household Hazardous waste program.

NOW THEREFORE BE IT RESOLVED THAT:

"Council of the Municipality of Calvin agree to participate in its 2022 Household Hazardous waste program. The funding formula is \$2 per dwelling and based on 2021 Census. We estimate our cost to be \$526 this year."

Result Options.

Recorded Vote:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Mayor Pennell	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Brooker	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Castelijn	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Cross	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Shippam	<input type="checkbox"/>	<input type="checkbox"/>



The Corporation of the
City of North Bay
200 McIntyre Street East,
P.O. Box 360
North Bay, Ontario
Canada P1B 8H8
Tel: (705) 474-0400

RECEIVED

MAR 23 2022

March 21, 2022

The Township of Calvin
1355 Peddlers Dr.
RR#2
Mattawa ON
P0H 1V0

Attention: Cindy Pigeau, Clerk-Treasurer

Dear Ms. Pigeau,

Re: Participation in the City of North Bay's Household Hazardous Waste Program

The City of North Bay is once again inviting surrounding municipalities to participate in the City's Household Hazardous Waste Program.

North Bay City Council has agreed to accept hazardous waste from other municipal households as long as those participating municipalities share in the operating and disposal costs.

If you are interested in participating in this program, please contact me at 705-474-0400 ext. 5221 or by email at victoria.thomas@northbay.ca for further information.

Sincerely,

Victoria Thomas

Victoria Thomas
Environmental Control Officer



Corporation of the Municipality of Calvin

Council Resolution

Date: April 12, 2022

Resolution Number: [Click or tap here to enter text.](#)

Moved By: [Choose a name.](#)

Seconded By: [Choose a name.](#)

WHEREAS an application for Consent No. 2021-20 in the name of Daniel and Jodi Maxwell has been filed with the East Nipissing Planning Board on land known as Concession 7 Part Lot 17, Municipality of Calvin,

AND WHEREAS the applicants have applied for an amendment to their application to change the severed lot with the retained lot and vice versa.

AND WHEREAS this change has been made in order to meet the North Bay-Mattawa Conservation Authority requirements of the severed lot needing to have sufficient room for a septic system outside the 300m influence area of Smith Lake.

NOW THEREFORE BE IT RESOLVED THAT:

“Council for the Corporation of the Municipality of Calvin approves this change to the Consent Application 2021-20.

AND THAT Council still recommend *“that the East Nipissing Planning Board give provisional consent to this application, and; A copy of the completed survey for the new residential lot shall be provided to the municipality, in both digital format and hard copy, and; That the 5% Cash in lieu shall apply to the newly created lots and is payable in full to the municipality as a requirement of consent.”* As per both Resolutions#2021-166 & #2022-031. ”

Result [Options.](#)

Recorded Vote:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Mayor Pennell	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Brooker	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Castelijn	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Cross	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Shippam	<input type="checkbox"/>	<input type="checkbox"/>

April 6, 2022

Dear Councillors and Mayor,

Attached is a cleaned up version of our information on the Planning Board application for consent. It shows the final drawing of our amended application. The application was amended after consultation with the North Bay Mattawa Conservation Authority.

A newly severed lot must have sufficient room outside the 300 m influence area of Smith Lake for a septic system. Only lot one has this area.

Thus we have changed the severed lot to become the retained and vice versa. By doing this the application meets all setbacks required by the Conversation Authority.

We hope that these clarifications will assist you in passing the resolution.
Thanks,

Dan and Jodi Maxwell

The Planning Act, Section 53(2), Ontario Regulation 197/96 as amended

PRIMARY CONTACT INFORMATION		
Complete the information below. All communication will be directed to the Primary Contact with a copy to the Owner.		
1.1 Name of Owner(s). An owner's authorization is required in Section 8, if the applicant is not the owner.		
Name of Owner DANIEL & JODI MAXWELL	Home Telephone No. 705-498-1849	Business Telephone No. 705-744-0543
Address 60 TWILIGHT CAMP MATIANA POH 1V0	Postal Code	Fax No. N/A
Email jodia.maxwellpottery.com		Cell No. 705-498-7454
1.2 Agent/Solicitor/Applicant: Name of the person who is to be contacted about the application. If different than the owner. (This may be a person or firm acting on behalf of the owner. See Section 8)		
Name of Contact Person/Agent	Home Telephone No.	Business Telephone No.
Address	Postal Code	Fax No.
Email:		Cell No.
1.3 Indicate to whom correspondence is to be sent (check one please)		
Owner	Authorized Agent	Solicitor

SUBJECT LAND COMPLETE APPLICABLE BOXES ONLY			
2.1 Municipal Address (mailing address)			Postal Code POH 1V0
Concession Number(s) 7	Lot Number(s) 17	Registered Plan No.	Lot(s)/Block(s)
Reference Plan No.	Part Number(s)	Parcel Number(s)	Former Township:
Assessment Roll No. 7822 000 001 30024.0000			

3.0 PURPOSE OF APPLICATION	
3.1	Type and Purpose of the proposed transaction (check appropriate space): <input checked="" type="checkbox"/> Creation of a new lot <input type="checkbox"/> Addition to a lot <input checked="" type="checkbox"/> Right-of-way <input type="checkbox"/> Easement <input type="checkbox"/> Other purpose (please specify)
3.2	Name of person(s), if known, to whom land or interest in land is to be transferred, leased or changed:
3.3	If a lot addition, identify/describe the lands to which the parcel will be added (Also illustrate on the required sketch):

4.0 DESCRIPTION OF SUBJECT LAND AND SERVICING INFORMATION		
4.1 Lands to be Severed		
Frontage(m): <u>LOT 1</u> 125 m +/- Depth (m): 125 m +/- Area (hec/acre): 1.5 HA	<u>RIGHT OF WAY</u> 10m X 125 m +/-	Existing Use: <u>RESIDENTIAL</u> Proposed Use: <u>RESIDENTIAL</u> Existing Buildings/Structures: Proposed Buildings/Structures:
4.2 Lands to be Retained		
Frontage(m): <u>LOT 2</u> 81 m +/- Depth (m): 400 m +/- Area (hec/acre): 4.0 HA +/-	<u>RIGHT OF WAY</u> 10m X 125 m +/-	Existing Use: <u>RESIDENTIAL</u> Proposed Use: <u>RESIDENTIAL</u> Existing Buildings/Structures: Proposed Buildings/Structures:

4.3	Are there any easements or restrictive covenants affecting the subject lands? If yes, please describe the easement or covenant and its effect.	Yes <input type="radio"/>	No <input checked="" type="radio"/>																								
4.4 Type of Access (Check appropriate box and state road name):																											
<table style="width: 100%; border: none;"> <tr> <td style="width: 15%; vertical-align: top;">Severed</td> <td style="width: 15%; vertical-align: top;">Retained</td> <td style="width: 70%;"></td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>Provincial Highway (#): 630</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Municipal Road, Maintained Year Round:</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Municipal Road, Seasonally Maintained:</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>County/District Road (#):</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Private Road:</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Right-of-way:</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Water Access:</td> </tr> </table>				Severed	Retained		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Provincial Highway (#): 630	<input type="checkbox"/>	<input type="checkbox"/>	Municipal Road, Maintained Year Round:	<input type="checkbox"/>	<input type="checkbox"/>	Municipal Road, Seasonally Maintained:	<input type="checkbox"/>	<input type="checkbox"/>	County/District Road (#):	<input type="checkbox"/>	<input type="checkbox"/>	Private Road:	<input type="checkbox"/>	<input type="checkbox"/>	Right-of-way:	<input type="checkbox"/>	<input type="checkbox"/>	Water Access:
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<input type="checkbox"/>	<input type="checkbox"/>	Right-of-way:																									
<input type="checkbox"/>	<input type="checkbox"/>	Water Access:																									
4.5 If located on a Municipal Road or Provincial Highway, is there an existing Municipal Road or Provincial Highway approved entrance to the proposed severed lot? <input type="radio"/> Yes <input checked="" type="radio"/> No If no, please indicate on sketch, location of proposed entrance for Public Works Manager's inspection purposes.																											
4.6 If located on water: <ul style="list-style-type: none"> a) What is the name of the water body? SMITH LAKE b) Describe the location of parking and docking facilities to be used and the distance from the subject lands. Indicate whether parking is public or private THERE IS PUBLIC ACCESS TO SMITH LAKE AND PARKING AVAILABLE 																											
4.7 Water Supply for Retained land shall be provided by:																											
<input type="checkbox"/>	Municipal piped water	<input checked="" type="checkbox"/>	Privately owned & operated individual wells for each lot																								
<input type="checkbox"/>	Privately Owned and Operated Communal Well	<input type="checkbox"/>	Other (specify, e.g., lake, bottled):																								
4.8 Water Supply for Severed Parcel(s) shall be provided by:																											
<input type="checkbox"/>	Municipal piped water	<input checked="" type="checkbox"/>	Privately owned & operated individual wells for each lot																								
<input type="checkbox"/>	Privately Owned and Operated Communal Well	<input type="checkbox"/>	Other (specify, e.g., lake, bottled):																								
4.9 Sewage Disposal for Retained land shall be provided by:																											
<input type="checkbox"/>	Municipal sanitary sewers	<input checked="" type="checkbox"/>	Privately owned individual septic system for each lot																								
<input type="checkbox"/>	Privately owned communal collection	<input type="checkbox"/>	Other (specify):																								
If the application would permit development on privately owned and operated individual or communal septic systems, and more than 4,500 litres of effluent produced per day as a result of the development being completed, a servicing options report and a hydrogeological report is required. Title and date of servicing options report and/or hydrogeological report:																											

4.10 Sewage Disposal for Severed Parcel(s) shall be provided by:			
<input type="checkbox"/>	Municipal sanitary sewers	<input checked="" type="checkbox"/>	Privately owned individual septic system for each lot
<input type="checkbox"/>	Privately owned communal collection	<input type="checkbox"/>	Other (specify):
If the application would permit development on privately owned and operated individual or communal septic systems, and more than 4,500 litres of effluent produced per day as a result of the development being completed, a servicing options report and a hydrogeological report is required. Title and date of servicing options report and/or hydrogeological report:			
4.11 Storm Drainage (Indicate the proposed storm drainage system)			
<input type="checkbox"/>	Storm Sewers	<input checked="" type="checkbox"/>	Ditches
<input type="checkbox"/>	Swales	<input type="checkbox"/>	Other (please state)
4.12 Other Services (Check if the service is available)			
<input checked="" type="checkbox"/>	Electricity	<input checked="" type="checkbox"/>	School Bussing
<input type="checkbox"/>	Garbage Collection		

5.0 LAND USE AND HISTORY OF THE SUBJECT LAND	
5.1	Has the subject land ever been the subject of an application for approval of a plan of subdivision or a consent under the Planning Act? Yes <input type="radio"/> No <input checked="" type="radio"/> Unknown <input type="radio"/> If Yes and if known, provide below, the application file number and the decision made on the application.
5.2	Has any land been severed from the parcel originally acquired by the current owner of the subject land? Yes <input type="radio"/> No <input checked="" type="radio"/> Unknown <input type="radio"/> If yes and if known, indicate previous severances on the required sketch and supply the following information for each lot severed. Date of transfer: Name of Transferee: Land use of parcel:
5.3	Has any land been severed from the parcel by the prior owner(s)? Yes <input type="radio"/> No <input type="radio"/> Unknown <input checked="" type="radio"/> If yes and if known, please provide below any names & if possible, current addresses of prior owners of which you may be aware:
5.4	Did the current owner acquire the subject land as a result of a consent (i.e. was a lot severed and transferred to the current owner)? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, prior owner should be noted in 5.3 above.
5.5	Current Zoning (Specify zone symbol):
5.6	Current Official Plan Land Use Designation:

5.7 Is the subject land currently the subject of a proposed official plan or official plan amendment that has been submitted for approval? Yes ☐ No ☒ If yes, specify the file number and status of the application:

5.8 If the subject lands are the subject of any other application under the *Planning Act*, please fill out required fields on page 1.

5.9 Has the property ever been subject to an application under the *Planning Act*? Yes ☐ No ☒
If the answer was yes, please indicate the file number and status of the application:

Has any land been severed from the parcel originally acquired by the owner of the subject land? Yes ☐ No ☒
If the answer was 'yes', please indicate the date of the transfer, the name of the transferee and the uses of the severed land:

5.10 Is the application consistent with policy statements issued under subsection 3(1) of the *Planning Act*?
Yes ☐ No ☒ If yes, please explain how the application is consistent with the Provincial Policy Statement, reference section numbers:

5.11 Land Use Features

ARE THERE ANY OF THE FOLLOWING USES OR FEATURES ON THE SUBJECT LANDS AND/OR WITHIN 500 METRES OF THE SUBJECT LANDS	ON THE SUBJECT LANDS	WITHIN 500 METRES OF SUBJECT LANDS
An agricultural operation (any livestock facility, occupied or vacant, including manure storage). If yes, please submit a Minimum Distance Separation (MDS) calculation with application (<i>contact Secretary Treasurer for More Information</i>)	<input type="checkbox"/>	<input type="checkbox"/>
A landfill site (active or non-operating)	<input type="checkbox"/>	<input type="checkbox"/>
A sewage treatment plant or waste stabilization pond	<input type="checkbox"/>	<input type="checkbox"/>
A Municipal or Federal Airport (including an aerodrome)	<input type="checkbox"/>	<input type="checkbox"/>
A municipal wellhead within 1000 m	<input type="checkbox"/>	<input type="checkbox"/>
An operating mine site within 1000 m (specify mine site)	<input type="checkbox"/>	<input type="checkbox"/>
A rehabilitated or abandoned mine site or mine hazards	<input type="checkbox"/>	<input type="checkbox"/>
An operating pit within 150 m or quarry within 500 m.	<input type="checkbox"/>	<input type="checkbox"/>
Any industrial use	<input type="checkbox"/>	<input type="checkbox"/>
Provincial Park or Crown Lands	<input type="checkbox"/>	<input type="checkbox"/>
An active or abandoned rail line and/or trail	<input type="checkbox"/>	<input type="checkbox"/>
A natural gas or petroleum pipeline	<input type="checkbox"/>	<input type="checkbox"/>
A floodplain INSIDE C/A FLOOD PLAN	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Significant wildlife habitat and/or significant habitat of Species at Risk (including but not limited to endangered and threatened species)	<input type="checkbox"/>	<input type="checkbox"/>
Fish habitat	<input type="checkbox"/>	<input type="checkbox"/>

A contaminated site	<input type="checkbox"/>	<input type="checkbox"/>
Utility Corridor, electricity generating station, transformer (high voltage electric transmission line)	<input type="checkbox"/>	<input type="checkbox"/>
An active railway line, railway yard or Provincial Highway	<input type="checkbox"/>	<input type="checkbox"/>

5.12 Is there a Provincially Significant Wetland (Class 1, 2 or 3) on or within 120 metres of the subject lands?
Yes ☐ No ☒

5.13 Do the subject lands contain any known cultural heritage, archaeological resources and/or areas of archaeological potential?
Yes ☐ No ☒ Unknown ☐

5.14 If yes to 5.13, does the application propose to develop lands within the subject lands that contain known cultural heritage, archaeological resources and/or areas of archaeological potential?
Yes ☐ No ☐ Unknown ☐

Note: If yes to 5.13 or 5.14, please contact the Ministry of Tourism and Culture to determine the need for any additional information or reports.

5.15 a) Has there been an Industrial Use, Commercial Use or an Orchard, on the subject lands or adjacent lands?
Yes ☐ No ☒ Unknown ☐

b) If yes, specify the use(s):

c) Has the grading of the subject lands been changed by adding/removing earth or other material(s)?
Yes ☐ No ☒ Unknown ☐

d) Has a gas station been located on the subject lands or adjacent lands at any time?
Yes ☐ No ☒ Unknown ☐

e) Has there been petroleum or other fuel stored on the subject land or adjacent lands?
Yes ☐ No ☒ Unknown ☐

f) Is there any reason to believe the subject lands may have been contaminated by former uses on the site or adjacent lands?
Yes ☐ No ☒ Unknown ☐

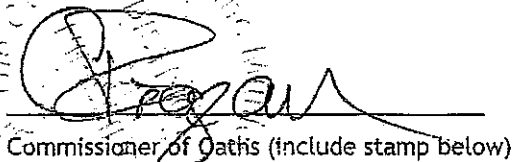
g) If yes to any of 5.15 a) to f), has an Environmental Site Assessment (ESA) been conducted under the Environmental Assessment Act or has a Record of Site Condition (RSC) been filed?
Yes ☐ No ☐ Unknown ☐

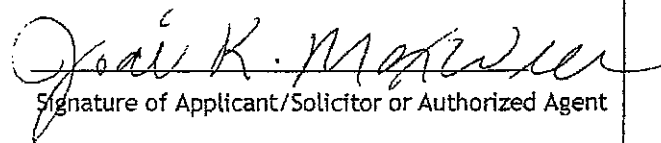
6. OTHER INFORMATION	
6.1	Is there any other information that you think may be useful to the East Nipissing Planning Board or other agencies in reviewing this application? If so, explain below or attach a separate sheet if necessary.
<hr/> <hr/> <hr/>	

AFFIDAVIT OF SWORN DECLARATION

Declaration for the prescribed information: I (we) JODI R. MAXWELL of the MUNICIPALITY of CALVIN in the DISTRICT of NIPISSING make oath and say (or solemnly declare) that the information contained in this application is true and that the information contained in the documents that accompany this application is true. Furthermore, I (We) agree to allow the Municipality, its employees and agents to enter upon the subject land for the purpose of conducting a site inspection that may be necessary to process the application.

Sworn (or Declared) before me at the MUNICIPALITY of CALVIN in the DISTRICT of NIPISSING, this 21ST day of JUNE, 2021


Commissioner of Oaths (include stamp below)


Signature of Applicant/Solicitor or Authorized Agent

AUTHORIZATION (if applicable)

If the applicant is not the owner of the land that is the subject of this application, the written authorization of the owner that the applicant is authorized to make the application must be included with this form or the authorization set out below must be completed. I _____, am the owner of the land that is the subject of this application for consent and I authorize _____ to make this application on my behalf.

Signature of Owner _____ Date _____

AGREEMENT TO INDEMNIFY

AGREEMENT TO INDEMNIFY

The applicant hereby agrees to indemnify and save harmless the East Nipissing Planning Board from all costs and expenses that the Board may incur in connection with the processing of the applicant's application for approval under the Planning Act. Without limiting the foregoing, such costs and expenses will include all legal, engineering, planning, advertising and consulting fees and charges incurred or payable by the Board to process the application together with all costs and expenses arising from or incurred in connection with the Board being required, or...

requested by the applicant, to appear at the hearing of any appeal to the Local Planning Appeal Tribunal from any decision of the Board, as the case may be, approving the applicant's application.

The applicant acknowledges and agrees that if any amount owing to the Board in respect of the application is not paid when due, the Board will not be required to process or to continue processing the application, or to appear before the L.P.A.T. in support of a decision approving the application until the amount has been paid in full. The applicant further acknowledges and agrees that any amount owing by the applicant to the Municipality is, when due, a debt of the applicant and the Board may, in addition to any other remedies available to it at law, recover the amount owing together with interest from the applicant by action.

June 30/21
Date

TODD R. MAXWELL
Signature of Owner

TODD R MAXWELL
Owner's Name: Printed

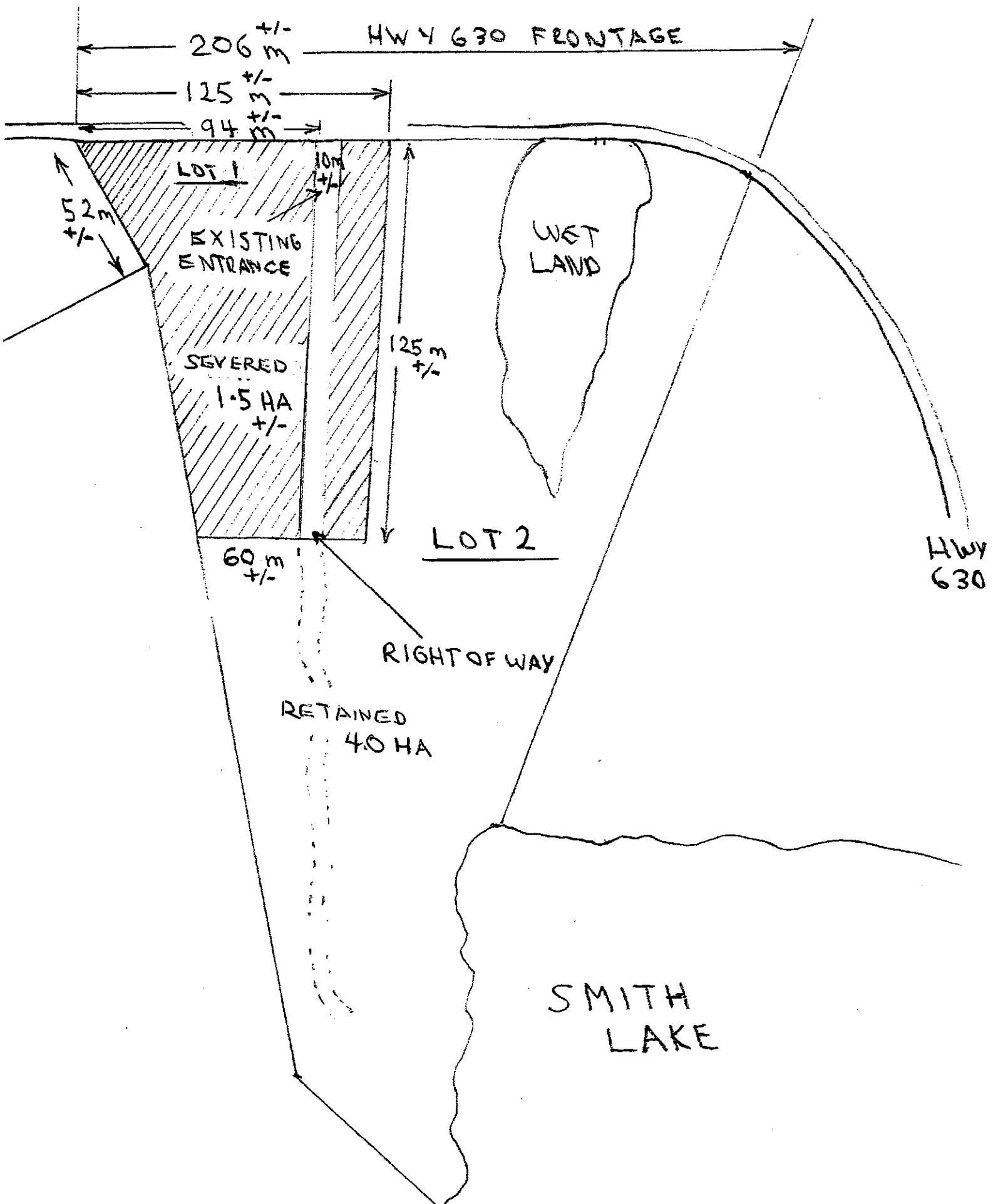
Personal information collected on this form is collected under the authority of the Planning Act, R.S.O. 1990, as amended and will be used to assist in making a decision on this matter. All names, Addresses, opinions and comments will be made available for public disclosure.

Questions Regarding this collection should be forwarded to:

Seceretary of the East Nipissing Planning Board _____, Ontario _____,

Phone: _____.

- 11.1 All information requested in this form is mandatory and is either prescribed under Ontario Regulation 197/96 as amended or is required by the Committee of Adjustment.
- 11.2 If an application is deemed to be incomplete, it will be returned, and the time period referred to in subsection 53 (14) of the *Planning Act* for an appeal to the Ontario Municipal Board for failure to make a decision does not begin.
- 11.3 Please indicate on the enclosed key map, the location of the subject property.
- 11.4 In order to enable the required personnel to inspect the property, please provide on Page 10, clear & concise directions to the subject land. If property is not located on a highway or municipal road, please provide a sketch below or on the reverse. Please note it is very important that the directions are adequate. If the inspectors are unable to locate the subject lands because of poor directions, your application may be delayed.
- 11.5 It is required that two (2) copies of the application along with the prescribed fee be filed with the Secretary Treasurer of the _____ of _____ accompanied by the prescribed fee in cash or by cheque payable to the _____ of _____.





Corporation of the Municipality of Calvin

Council Resolution

Date: April 12, 2022

Resolution Number: [Click or tap here to enter text.](#)

Moved By: Choose a name.

Seconded By: Choose a name.

BEING A BY-LAW TO AMEND BY-LAW 2011-001 WHICH REGULATES THE CALVIN UNION CEMETERY IN THE CORPORATION OF THE MUNICIPALITY OF CALVIN

WHEREAS the Funeral, Burial and Cremation Services Act (FBCSA), 2002 has made changes to the cemetery care and maintenance funds.

AND WHEREAS the Council of the Corporation of the Municipality of Calvin deems it expedient to enact certain amendments for the efficient operation and management of the Cemetery;

NOW THEREFORE BE IT RESOLVED THAT:

“Council for the Corporation of the Municipality of Calvin amends as follows:

4 Sale and Transfer of Interment Rights

- 4.8 The deposit to the Care and Maintenance Fund shall be as specified in the Regulations made under the Act
 - a) In the case of an in-ground grave for the burial of an adult, the greater of 40% of the selling price or \$ 290.00
 - b) In the case of an in-ground grave for the burial of a child or of cremated remains, 40% of the selling price or \$175.00.
- 4.13 If the original selling price is unknown, the repurchase price shall be deemed to be \$100.00 as in accordance with the Act.

8 Monuments and Markers – General Information

- 8.9 The required Care and Maintenance Fund amounts are as follows:
 - a) in the case of installing a flat marker measuring at least 439.42 sq. cm (173 sq. in), \$ 100.00.
 - b) in the case of installing an upright marker measuring 1.22 m (4 ft) or less in height and 1.22 m (4 ft) or less in length, including the base, \$ 200.00
 - c) in the case of installing an upright marker measuring more than 1.22 m (4 ft) in either height or length, including the base, \$ 400.00 (*markers of this size are not permitted in the Cemetery - see 9.2 & 9.3*)”

Result Options.**Recorded Vote:**

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Mayor Pennell	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Brooker	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Castelijns	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Cross	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Shippam	<input type="checkbox"/>	<input type="checkbox"/>



Corporation of the Municipality of Calvin

By-Law NO. 2022-029

BEING A BY-LAW TO AMEND BY-LAW 2011-001 WHICH REGULATES THE CALVIN UNION CEMETERY IN THE CORPORATION OF THE MUNICIPALITY OF CALVIN

WHEREAS the Funeral, Burial and Cremation Services Act (FBCSA), 2002 has made changes to the cemetery care and maintenance funds.

AND WHEREAS the Council of the Corporation of the Municipality of Calvin deems it expedient to enact certain amendments for the efficient operation and management of the Cemetery;

NOW THEREFORE, the Council for the Corporation of the Municipality of Calvin amends as follows:

4 Sale and Transfer of Interment Rights

- 4.8 The deposit to the Care and Maintenance Fund shall be as specified in the Regulations made under the Act
- a) In the case of an in-ground grave for the burial of an adult, the greater of 40% of the selling price or \$ 290.00
 - b) In the case of an in-ground grave for the burial of a child or of cremated remains, 40% of the selling price or \$175.00.
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 - c) in the case of installing an upright marker measuring more than 1.22 m (4 ft) in either height or length, including the base, \$ 400.00 (*markers of this size are not permitted in the Cemetery - see 9.2 & 9.3*)

This By-law shall come into full force and effect upon the date of the passing thereof.

READ A FIRST TIME THIS 12 DAY OF APRIL, 2022.

MAYOR

CLERK

CALVIN UNION CEMETERY

BYLAW 2022-029

(RULES & REGULATIONS)

<u>SECTION</u>	<u>PAGE</u>
1 Preface_____	2
2 Definitions_____	2
3 Administration_____	4
4 Sale and Transfer of Interment Rights_____	4
5 Interment and Disinterment_____	6
6 Care of Lots – General_____	9
7 Care of Lots – Flowers, Shrubs, Trees_____	10
8 Monuments and Markers – General Information_____	10
9 Monuments (Upright Markers)_____	12
10 Markers (Flat Markers, Corner Markers etc.)_____	13
11 Rules for Monument Dealers, Contractors and Workers_____	13
12 Rules for Visitors_____	15
13 Complaints_____	16
14 Gifts to the Cemetery_____	16

Schedules

Schedule “A” Cemetery Price List

Schedule “B” Authority for Interment (1 page)

Schedule “C” Transfer Interment Rights (1 page)

Schedule “D” Contract for the Purpose of Interment Rights (3 pages)

Schedule “E” Certificate of Interment Rights (1 page)

CALVIN UNION CEMETERY

1 Preface

Calvin Union Cemetery is situated in the Municipality of Calvin located at 60 Peacefull Lane, on Part Lot 20 Conc. 4, in the Municipality of Calvin in the District of Nipissing.

The Council of the Municipality of Calvin, in the discharge of their responsibilities, appeals to the public to aid them by following these by-laws, which have been adopted for the improvement and upkeep of the cemetery, to keep it an attractive and respectful place for the burial of the deceased. The Council of the Municipality of Calvin is licensed to act in accord with the *Cemeteries Act R.S.O., 1990 Chapter c.4.*

2 Definitions

- 2.1 “The Act” means the *Cemeteries Act (Revised), R.S.O. 1990, c.C.4*, as amended, until such time as it is repealed, or the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33*, as amended, after it is proclaimed into force, including all Regulations enacted under these legislation.
- 2.2 “Care and Maintenance Fund” is the Trust Fund in which all monies received by the Cemetery for the care and maintenance of lots, plots and monuments have been invested. This Trust Fund is held by the Corporation.
- 2.3 “Cemetery” shall mean the Calvin Union Cemetery located on Part of Lot 20 Concession 4, 60 Peacefull Lane, in the Municipality of Calvin, in the District of Nipissing.
- 2.4 “Certificate of Interment Rights” shall mean the certificate issued by the Corporation to the purchaser of interment rights in either a lot or a plot which has been paid for in full.
- 2.5 “Clerk-Treasurer” shall mean the Clerk-Treasurer appointed by the Corporation of the Municipality of Calvin.
- 2.6 “Corner-posts” shall mean any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot.
- 2.7 “Corporation” shall mean The Corporation of the Municipality of Calvin.
- 2.8 “Council” shall mean all the officially elected members of the Corporation of the Municipality of Calvin.

- 2.9 “Cremation Lot” shall mean any burial space intended to receive not more than two (2) cremated remains and having a minimum size of 121.92 cm (48 in) x 60.96 cm (24 in).
- 2.10 “Grave” shall mean any burial space intended for an adult or a child and having a size of 1.22 m (4 ft) x 2.44 m (8 ft) (Old section) and 1.22 m (4 ft) x 2.74 m (9 ft) (New section).
- 2.11 “Infant Grave” shall mean any burial space intended for an infant, having a minimum size of 30.48 cm (12 in) x 60.96 cm (24 in).
- 2.12 “Interment Rights” includes the right to require or direct the interment of human remains in a lot.
- 2.13 “Interment Rights Holder” means the person who holds the interment rights with respect to a lot and includes a purchaser of interment rights under the Act.
- 2.14 “Lot” shall mean an area of land in a cemetery containing or set aside to contain human remains and includes a tomb, crypt or compartment in a mausoleum.
- 2.15 “Marker” shall mean any monument, tombstone, plaque, headstone, cornerstone, or other structure or ornament affixed to or intended to be affixed to a burial lot or other structure intended for the deposit of human remains.
- 2.16 “Ministry” shall mean the Ministry of Consumer and Business Services for Ontario.
- 2.17 “Monument” shall mean any permanent marker projecting above the ground level.
- 2.18 “Plan” shall mean the plan of the cemetery, approved by the Ministry of Consumer Services for Ontario, Cemeteries Regulation Unit.
- 2.19 “Plot” means two or more lots in which the rights to inter have been sold as a unit.
- 2.20 “Trust Fund” shall mean those funds in which The Public Trustee may invest, which are defined in the *Trustee Act, R.S.O. 1990*.

3 Administration

- 3.1 The Corporation reserves full and complete control and management of the land, buildings, plantings, roads, utilities, books and records of the Cemetery and complete authority to administer these by-laws in accordance with the Act.
- 3.2 The Corporation shall prepare a budget, audit and financial statements annually, and set prices and resolve matters regarding the cemetery upkeep and maintenance.
- 3.3 The Corporation distinctly disclaims all responsibility for loss or damage from causes beyond its control and especially from damage caused by the elements, acts of God, common enemy, thieves, vandals, strikes, malicious mischief makers, explosions, accidents, invasion, insurrections, riots, or order of any military or civil authority, whether damage be direct or collateral.
- 3.4 The Corporation shall take reasonable precautions to protect the property of Interment Rights Holders but shall assume no liability or responsibility for the loss of, damage to, or any resulting injury from any article of any type that is placed or left on any Lot.
- 3.5 The Corporation reserves the right, at its cost, to correct any error that may be made by it in making interments, in the description of the Lot, or the transfer or conveyance of any Interment Rights. The Corporation may at its sole discretion, either cancel such grant and substitute other Interment Rights, or Lot of equal value and similar location, as far as is reasonably possible, or refund all money paid on account on such purchase. Notice will be given to the Interment Rights Holders by mailing it prepaid, first class, to the Interment Rights Holders or their legal representatives, at their last appearing address in the records of the Cemetery. In the event any such error may involve the disinterment of remains, the Corporation shall obtain the approval of any regulatory authority and the Interment Rights Holder.
- 3.6 This by-law may be at any time changed, amended, altered, appealed, rescinded or added to, upon the approval of the Council of the Corporation and the Registrar in accordance with the Act.

4 Sale and Transfer of Interment Rights

- 4.1 No person shall sell Interment Rights unless that person is authorized by, and does so on behalf of the Corporation.

- 4.2 Interment Rights in Lots and Plots may be purchased from the Corporation at the rates filed with the Ministry and according to the plans approved by the Ministry that are on file in the office of the Corporation. The rates for Interment Rights include the portion specified by the Act for deposit to the Cemetery's Care and Maintenance Fund.
- 4.3 Purchasers of Lots acquire only the right and privilege of burial to interment of human remains and the placing of monuments or markers, subject to this by-law.
- 4.4 Payment for Interment Rights shall be made to the Corporation, at the office of the Corporation, during regular office hours and interment shall not be permitted in any Lot where the Interment Rights have not been paid in full.
- 4.5 Upon payment in full, the Corporation shall provide each purchaser of Interment Rights with:
- a) a copy of the Contract for Interment Rights
 - b) a copy of this Cemetery by-law, and
 - c) a Certificate of Interment Rights.
- 4.6 All prices for Cemetery Lots and services are set out in the most recent Cemetery Price List that has been filed with the Ministry.
- 4.7 The purchaser shall pay the total sum owing, as set out in the Contract of Interment Rights Form, and as provided in the most recent Cemetery Price List plus all applicable taxes, within 10 business days from the date of signing of the Contract of Interment Rights. Failure to make full payment within the required time may lead to the termination of the Contract which shall deem the Contract null and void and the Certificate of Interment Rights to be revoked.
- 4.8 The deposit to the Care and Maintenance Fund shall be as specified in the Regulations made under the Act
- a) In the case of an in-ground grave for the burial of an adult, the greater of 40% of the selling price or \$ 290.00
 - b) In the case of an in-ground grave for the burial of a child or of cremated remains, 40% of the selling price or \$175.00.
- 4.9 To ensure the accuracy of records, no transfer of any Interment Rights or any interest therein shall be binding upon the Corporation unless notice is given in writing to the Clerk-Treasurer, specifying the name and address of the proposed transferee and date of transfer, and the original Certificate of Interment Rights (or Deed of Lot) returned if available, and such

particulars have been entered in a register for that purpose. Upon receipt of such written notice, and payment of the specified fee, the transfer shall be made and a new Certificate of Interment Rights issued.

- 4.10 In cases of Transfer by Will or bequest, the Corporation reserves the right to require the production of a notary copy of the Will or other evidence sufficient to provide proof of ownership.
- 4.11 An Interment Rights Holders may require, by written demand, the Corporation to repurchase the rights at any time before they are used.
- 4.12 The Corporation, after receiving such a demand, shall repurchase the Interment Rights within thirty (30) days of receiving the demand. The repurchase price shall be the price originally paid for the Interment Rights, less any amount that was designated for the Care and Maintenance Fund.
- 4.13 If the original selling price is unknown, the repurchase price shall be deemed to be \$100.00 as in accordance with the Act.
- 4.14 The Corporation is not required to repurchase the Interment Rights for more than four lots held by the same Interment Rights Holder within a twelve month period as in accordance with the Act.
- 4.15 NO REFUND will be made for any Lot if any Interment Rights have been exercised.
- 4.16 In accordance with the Act any Interment Rights which are sold and not used for interment purposes after a period of twenty (20) years, may be considered abandoned. The Corporation may apply to the Registrar appointed under the Act for a declaration that the Interment Rights are abandoned after making inquiries and giving reasonable notices to find the Interment Rights Holders or beneficiaries. Upon being satisfied that the rights are abandoned, the Registrar shall issue a declaration to that effect. If there is no appeal by the end of the time period allowed for appeal, the Corporation may resell the Interment Rights.

5 Interment and Disinterment

- 5.1 No interment shall take place after frost and snow make digging or access to the cemetery inconvenient unless alternate vault storage is not available. No interment shall take place after November 30th.
- 5.2 Spring burials shall take place as soon as ground conditions at the cemetery allow, although every effort shall be made for spring burials from winter vault storage to take place by May 20th.

- 5.3 Not more than one burial shall be made in any single Lot except:
- a) that of the cremated remains of four persons, or
 - b) one infant container may be buried at the head end of a single grave in which a casket containing human remains has been buried, or
 - c) cremated remains of one person may be buried at the head end of a single grave in which a casket containing human remains has been buried.
- 5.4 Remains to be interred must be enclosed in a container, sealed securely and of sufficient strength to permit burial with the container remaining intact. The container must be of a size to permit burial within the size of the Lot.
- 5.5 All interments must be authorized in writing by the Interment Rights Holder except when the interment is the Interment Rights Holder.
- 5.6 An employee of the Corporation shall be in attendance at each interment.
- 5.7 Before an interment may take place the following are required:
- a) a burial permit issued by the Divisional Registrar, showing that the death has been registered
 - b) the fee for the opening and closing of the Lot according to the fee found in the Cemetery Price List, must be deposited with someone in the employ of the Corporation
 - c) a signed Contract must be in place and full payment for Lot received.
- 5.8 Before a cremation interment or inurnment may take place the following are required:
- a) a cremation certificate
 - b) the prescribed fee for the opening and closing of the Lot according to the fee found in the Cemetery Price List, must be deposited with someone in the employ of the Corporation
 - c) a signed Contract must be in place and full payment for Lot received.
- 5.9 Persons requesting interments in Lots shall be held responsible for charges incurred.

- 5.10 When Interment Rights in a Lot are held jointly by two or more persons, an order will be accepted from either or any of them or their authorized representatives for interment in such part of the Plot as may be requested.
- 5.11 No Lot shall be opened for interment or disinterment by any person not in the employ of, or without the permission of the Corporation.
- 5.12 The price for Lot openings is based on the size of the Lot and the labour involved.
- 5.13 All disinterments shall be in accordance with the Act and its regulations. A burial certificate under the *Vital Statistics Act* is not required to reinter human remains that have been disinterred in accordance with the Act and Regulations.
- 5.14 No interment shall be permitted in any Lot where the Interment Rights have not been paid in full.
- 5.15 Funeral corteges within the cemetery shall follow the route indicated by the Corporation or by authorized personnel.
- 5.16 Arrangements for interment and disinterment shall be given to the office of the Clerk-Treasurer of the Corporation at least:
- a) forty eight (48) hours, 12 hours of which must be regular working hours, prior to the intended date and time of interment
 - b) minimum three (3) weeks prior to the intended date and time of disinterment
 - c) in the case of spring interment, time and date of interment must be pre-arranged with the Corporation to ensure that the ground conditions at the cemetery are suitable for burial

The Corporation cannot be held responsible for having the Lots prepared unless such notice is given.

- 5.17 Normal hours of operation for the Cemetery are Monday to Friday 8:30 a.m. to 4:00 p.m. excluding Statutory Holidays.
- 5.18 Funerals and interments are permitted to be held between 9:00 a.m. and 3:30 p.m. Monday to Friday, without additional charge.
- 5.19 The Corporation may permit funerals and interments to be held between the hours of 3:30 p.m. to dusk Monday to Friday, or during daylight hours on Saturday, and may charge additional fees at the rate as prescribed in the Cemetery Price List.

- 5.20 The Cemetery will not perform any Sunday or Holiday interments unless ordered to do so by a representative of the Ministry of Health.
- 5.21 Extra charges are included in the Cemetery Price List for:
- a) Sunday or Holiday interments subject to item 5.20 above
 - b) Funerals reaching the cemetery after 3:30 p.m. weekdays
 - c) Funerals reaching the cemetery during daylight hours on Saturdays
 - d) Use of Concrete Liner/Oversize Casket/Oversize Vault
 - e) Disinterment
- 5.22 The increasing use of oversized outer containers (vaults) does not permit the Corporation to assume responsibility for the number of openings that may be made in any Lot or Plot. Should this situation occur additional Lots must be purchased.

6 Care of Lots - General

- 6.1 All Lots sold or assigned shall be maintained by the Corporation to ensure the safety of the public and preserve the dignity of the cemetery.
- 6.2 No person or contractor shall perform any installation or maintenance work in the cemetery without prior authorization of the Corporation.
- 6.3 The installation of borders, fences, railings, walls, wooden crosses, cut-stone coping, trees, shrubs, plants and hedges in or around lots, increases the cost of care and maintenance and may become unsightly. They are prohibited in the cemetery.
- 6.4 Nails, wires, articles of glass, glass containers or pottery or any other material that creates a hazard to workers and to visitors when neglected or broken shall be removed by the Corporation.
- 6.5 Rubbish shall not be thrown out on roads, walks, or any part of the cemetery grounds.
- 6.6 Implements or materials used in doing any work within the cemetery shall not be left unattended and shall be removed without delay by the Corporation if so found.
- 6.7 No Interment Rights Holder shall change the grading of any Lot, and in case of any such change, the Corporation may restore the Lot to its original grade at the expense of the Interment Rights Holder.

- 6.8 No unauthorized person shall seed, sod or move corner posts or markers.
- 6.9 The Corporation shall not be responsible for loss or damage to any articles left upon any Lot.

7 Care of Lots – Flowers, Shrubs and Trees

- 7.1 Any flowers, trees or shrubs situated on any Lot that have become by means of their roots or branches or in any other way, detrimental to the adjacent lots, drains, roads or walks, or prejudicial to the general appearance of the grounds or inconvenient to the public may be removed by the Corporation without notice to the Interment Rights Holder.
- 7.2 Vases, urns, flower pots, if used, must be of the type that are fixed to the monument above ground level.
- 7.3 Flower boxes may not be built on graves.
- 7.4 Monuments may not be covered.
- 7.5 The Corporation reserves the right to remove all flowers, potted plants, wreaths and baskets of flowers when they become withered or unsightly or for any other reason which the Corporation deems to be in the best interest of the cemetery.
- 7.6 Anyone wishing to have a memorial tree planted in the cemetery must have the approval of the Corporation. The location of such tree shall be determined by the Corporation and the planting of such tree shall be the responsibility of the Corporation.
- 7.7 Artificial wreaths are allowed to be placed on the Lot after November 1st provided they are securely fastened to the monument, or where there is no monument, mounted on an appropriate stand securely anchored to the ground. All wreaths must be removed from the cemetery by April 30th or they shall be removed by the Corporation.

8 Monuments and Markers – General Information

- 8.1 No monument or other structure shall be erected or permitted on a Lot until accrued charges have been paid in full.
- 8.2 The Corporation will take reasonable precaution to protect the property of the Interment Rights Holders, but assumes no responsibility or liability for loss or damage, except where loss or damage is due to its own negligence.

- 8.3 Minor scraping of the base portion of the upright monuments due to the turf mowing operation is considered by the Corporation to be normal wear.
- 8.4 No monument, footstone, marker or memorial of any kind shall be placed, moved, altered or removed without permission from the Corporation.
- 8.5 Vases may constitute part of a monument if they are made principally of bronze or stainless steel. A maximum of two vases may be placed on the base of a monument.
- 8.6 All photographs attached to any markers or memorials placed within the cemetery grounds, shall be the sole responsibility of the owner.
- 8.7 No inscription shall be placed on any monument which is not in keeping with the dignity and decorum of the cemetery.
- 8.8 Every person installing a monument or marker in the cemetery shall pay the prescribed amount as set out in the Act, to the Corporation's Care and Maintenance Fund. The interest earned will be used to maintain the markers or monuments in a safe condition.
- 8.9 The required Care and Maintenance Fund amounts are as follows:
- a) in the case of installing a flat marker measuring at least 439.42 sq. cm (173 sq. in), \$ 100.00.
 - b) in the case of installing an upright marker measuring 1.22 m (4 ft) or less in height and 1.22 m (4 ft) or less in length, including the base, \$ 200.00
 - c) in the case of installing an upright marker measuring more than 1.22 m (4 ft) in either height or length, including the base, \$ 400.00 (*markers of this size are not permitted in the Cemetery - see 9.2 & 9.3*)
- 8.10 Only flat markers, level with the surface of the ground, may be installed in the designated Cremation area of the cemetery in order to allow for ease of grounds maintenance in that section. No monuments shall be permitted in this area.
- 8.11 If any monument or marker in the cemetery presents a risk to public safety because it is unstable, the Corporation shall do whatever is necessary by way of repairing, resetting or laying down the marker to remove the risk.

9 Monuments (Upright Markers)

- 9.1 For the purpose of the regulations, a monument shall be understood to mean any permanent marker projecting above ground level. The Corporation reserves the right to determine maximum size of monuments, their number and their location on each Lot or Plot in order to ensure that there is no interference with any future interments.
- 9.2 The maximum size monument allowed for one (1) Lot is:
Height 76.2 cm (30 in)
Width 66.04 cm (26 in)
Die 20.32 cm (8 in)
Base 35.56 cm (14 in)
- 9.3 The maximum size monument allowed servicing two (2) adjoining Lots is:
Height 66.04 cm (26 in)
Width 91.44 cm (36 in)
Die 20.32 cm (8 in)
Base 35.56 cm (14 in)
- 9.4 The maximum width of a base is controlled by the width of the Lot or Plot where it is to be installed. No base shall be closer than 7.62 cm (3 in) to the Lot width side lines on which it is to be installed.
- 9.5 Not more than one monument shall be erected on any one Lot, and this must be placed at the head of the Lot or the place reserved for the monument, unless adjoining Plots are owned and both sides of the stone can be used.
- 9.6 The minimum thickness of a die should be 15.24 cm (6 in).
- 9.7 The die stones must be installed on a granite base. The height of the base shall be a minimum of 20.32 cm (8 in). The top surface of the base must be both wider and longer than the die in order to provide a minimum border of 7.62 cm (3 in) of the surface of the base exposed on all sides. Bottoms of the base shall be smooth sawn.
- 9.8 All foundations for monuments must be supplied by a Monument Dealer /Supplier at the cost of the Interment Rights Holder. The Corporation does not construct or install foundations.
- 9.9 All foundations shall be placed in the designated space and constructed to properly support the monument and base. If the foundation is deemed by the Corporation to be insufficient to support the monument and base, the foundation must be immediately removed and rebuilt at the expense of the Interment Rights Holder. Foundations shall not be less than 10.16 cm

(4 inc) deep and must be set as directed or in the space marked by someone in the employ of the Corporation.

- 9.10 The surface area of the foundation shall be flush with the surrounding ground level and shall provide a level surface, free from defects.

10 Markers (Flat Markers, Corner Markers etc.)

- 10.1 The Interment Rights Holder may, upon receipt of the Certificate of Interment Rights, at his/her own expense and installed at the direction of a designate of the Corporation, place bronze, granite, marble or other equally durable stone material, metal or metal alloy land markers at the corners of the Lot or Lots conveyed to him/her. Such markers must be mounted flush with the ground.
- 10.2 Markers or footstones of bronze, granite, marble or other equally durable stone material, metal or metal alloy are permitted, with size and quantity restrictions according to the section of the cemetery and the regulations deemed necessary as per the size of Lot in that section. Placement must not interfere with future interments.
- 10.3 One marker may be placed at each grave in addition to a monument. The marker shall be placed at the end of the grave farthest from the monument.
- 10.4 Flat markers are to be flat on top and must be set level with the ground.
- 10.5 The minimum thickness for all flat markers including footstones is 10 cm (4 in).
- 10.6 Flat marker dimensions for a single lot are maximum 30.48 cm (12 in) x 60.96 cm (24 in). The foundation shall be at least as long and as wide as the marker that will be resting upon it. The bottom bed of all bases and markers shall be cut level and true.
- 10.7 Markers will only be accepted for installation during regular working hours.
- 10.8 Within the area of the cemetery designated as the Cremation Area, only Flat Markers which are set flush with the ground are permitted.

11 Rules for Monument Dealers, Contractors and Workers

- 11.1 No monument or marker will be delivered to or installed in the cemetery without prior written notification to the Corporation and payment of the required fees.

- 11.2 No monument or marker will be delivered to the cemetery until the foundation is completed and the contractor is ready to proceed with the work of erection.
- 11.3 No work shall be commenced on Saturday or Sunday.
- 11.4 No monument or marker will be removed without written permission from the Corporation.
- 11.5 All companies who do work in the cemetery shall have Workplace Safety Insurance coverage for their workers as well as sufficient liability insurance.
- 11.6 Contractors, masons and stone-cutters shall lay planks on the Lots and paths over which heavy materials are to be moved, in order to protect the surface from injury.
- 11.7 There shall not be a variance of more than 1.27cm (1/2 in) in the size of the base required as stated on the work order and the size of the monument delivered.
- 11.8 The demeanor and behavior of all workmen employed by others and working in the cemetery shall be subject to the control of the Corporation.
- 11.9 Workers shall cease work, if in the immediate vicinity of a funeral until the conclusion of the service.
- 11.10 All work must be completed during regular cemetery hours, unless by special permission of the Corporation.
- 11.11 Any monument or marker which has been set in violation of this by-law shall be removed from the grave site by the monument company. It shall be the responsibility of the monument company to reset the monument or marker in accordance with this by-law without charge to the Interment Rights Holder or to the Corporation.
- 11.12 Heavy loads shall not be permitted in the cemetery when the roads are in unfit condition.
- 11.13 No monument dealer shall park on the grass unless otherwise directed to do so by the Corporation.
- 11.14 All implements and materials used in the performance of any work shall be placed where the Corporation may direct, and all rubbish and surplus earth shall be removed when, and to where, and in such manner as the

Corporation may order, otherwise the obstructions will be removed, and the expenses charged to the monument dealer.

12 Rules for Visitors

- 12.1 Visitors are always welcome at the cemetery during the normal hours. They are asked to remember the respect due the deceased.
- 12.2 The employees/staff of the Corporation are empowered and are required to preserve order and decorum in the cemetery.
- 12.3 No parades other than funeral processions shall be admitted to or be organized within the cemetery.
- 12.4 Children under the age of twelve years are not admitted to the grounds unless accompanied by an adult who shall be responsible for their good conduct and shall see that they do not run over the lots or climb upon the monuments.
- 12.5 Vehicles within the cemetery shall be driven at a moderate rate of speed and shall not leave the avenues or park on the grass unless directed to do so by the Corporation.
- 12.6 No All Terrain Vehicles (ATV's), dirt bikes or snow machines are allowed in the cemetery.
- 12.7 Proprietors of vehicles and their drivers shall be held responsible for any damage done by them.
- 12.8 Discharging of firearms, other than in regular volleys at burial services is prohibited in and around the cemetery.
- 12.9 No dogs or other pets shall be allowed in the cemetery at any time except by special request made in advance to the Corporation.
- 12.10 No picnic party shall be permitted in the cemetery.
- 12.11 Any person who, while in the cemetery, damages or moves any tree, plant, marker, fence, structure or other thing usually erected, planted or placed in a cemetery is liable to the Corporation and to any Interment Rights Holder who, as a result, incurs damage. The amount of damages shall be the amount required to restore the cemetery to the state that it was in before anything was damaged or moved by the person liable.

- 12.12 Any complaints by Interment Rights Holders or visitors should be made in writing to the Corporation and not to workmen on the grounds. Confrontation and controversies with workmen or others on the grounds are to be avoided.
- 12.13 Rubbish shall not be thrown on roadways, lots or walkways or any part of the grounds. All rubbish must be removed by the owner or placed in the receptacles that are provided on the grounds for deposit of weeds, decayed flowers, plants, etc.
- 12.14 Any person disturbing the quiet and good order of the cemetery by noise or other improper conduct or who violates these rules, shall be expelled from the grounds.
- 12.15 Any articles which are detrimental to efficient maintenance or constitute a hazard to machinery, employees or visitors, or is unsightly or does not conform to the natural beauty or design of the cemetery, may be removed by the Corporation. An article so removed, will be held at the cemetery for collection. If not collected, it will be disposed of after one month.
- 12.16 The gates must be kept closed at all times.

13 Complaints

- 13.1 Any person having occasion to make complaint with regard to the cemetery shall make it in writing to the Clerk-Treasurer of the Corporation and not to an employee on the cemetery grounds.

14 Gifts to the Cemetery

- 14.1 The Corporation gratefully accepts all donations made to the Calvin Union Cemetery.
- 14.2 All trees and structural gifts, such as benches, birdbaths, sundials etc. must be approved by the appropriate staff of the Corporation and once approved and accepted shall become the property of the cemetery.
- 14.3 All trees and structural gifts must not be removed, painted or adjusted in any way or form by individuals without prior approval of the Corporation.
- 14.4 Location of donated trees, plants or elements in the cemetery must be decided by the appropriate staff of the Corporation. Every effort will be made to accommodate the location requested by the donor.
- 14.5 Donated gifts are recognized for the life of the tree, plant or item.



Corporation of the Municipality of Calvin

By-Law NO. 2022-030

BEING A BY-LAW TO IMPOSE AND CONSOLIDATE THE FEES AND CHARGES FOR MUNICIPAL SERVICES OR ACTIVITIES AND FOR THE USE OF ITS PROPERTY.

WHEREAS Section 391(1) of the Municipal Act, S.O. 2001, c.25 as amended, without limiting Sections 9, 10 and 11 authorizes municipalities to impose fees or charges on persons, for services or activities provided or done by or on behalf of the municipality, for costs payable by it for services or activities provided or done by or on behalf of any other municipality or local board; and for the use of its property including property under its control;

AND WHEREAS Section 398 (2) of the Municipal Act, S.O. 2001, c.25 as amended, provides for the addition of fees and charges imposed by the municipality or local board, respectively, to the tax roll for the following property in the local municipality and collect them in the same manner as municipal taxes: any property for which all the owners are responsible for paying the fees and charges;

AND WHEREAS Section 23.1 (1) of the Municipal Act, S.O. 2001, c. 25 as amended, authorizes a municipality to delegate its powers and duties to a person or body subject to the restrictions set in that Part;

AND WHEREAS Section 69 (1) of the Planning Act, R.S.O. 1990, c.13 provides that the Council of a municipality may by By-law establish a tariff of fees for the processing of applications made in respect of planning matters, which tariff shall be designed to meet only the anticipated cost to the municipality or to a committee of adjustment or land division committee constituted by the Council of the municipality;

AND WHEREAS Section 7 (1) of the Building Code Act, S.O. 1992, c. 23 as amended, provides that the Council of a municipality may pass by-laws requiring the payment of fees on applications for and issuance of permits and prescribing the amounts thereof, providing for refunds of fees under such circumstances as are prescribed;

AND WHEREAS Section 27 (1) of the Cemeteries Act (Revised), R.S.O. 1990, c.4. s. 2 (1), provides every owner shall file with the Registrar a price list of all interment rights and cemetery services and supplies that may be sold and all charges that may be made by that owner;

AND WHEREAS the Council of the Corporation of the Municipality of Calvin is desirous of establishing user fees and charges to recover some of the costs for services and rents provided by the Corporation;

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

1. That the user fees, charges and rents as specified in Schedules A and B, C, D, E, F, G, H and I to this By-law be charged by the Corporation of the Municipality of Calvin for those services and activities provided by the Corporation, for costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board; and for the use of property owned or under the control of the Corporation.
2. All fees and charges set out in this By-law shall be payable prior to the provision of the service unless an agreement in writing is made to the contrary and approved by the appropriate municipal official.
3. In the event any fee or charge imposed herein remains unpaid after provision of the service or is otherwise in arrears, such fees or charges may be added to the Tax Roll for any real property in the municipality, the owner of which is responsible for paying the fee charge and shall be collected in like manner as municipal taxes.
4. In default of payment of any charge levied herein, by the required due date for the payment thereof, a percentage charge of one and one-quarter percent (1 ¼%) is hereby imposed as a penalty for non-payment of such charge thereof, and such penalty shall be added to the charge as aforesaid or any installment or part thereof remaining unpaid on the first day of each calendar month thereafter in which default continues.
5. Council does hereby delegate to each Department Manager of the Corporation of the Municipality of Calvin, the authority to administer such fees and charges and approve such forms and procedures as may be required for the efficient administration of the fees and charges.
6. The fees set out in this By-law shall be reviewed on an annual basis by each department manager prior to adoption of the current budget and if there is a discrepancy in fee prices, the fees set out herein supersede any fees listed in other By-laws.
7. All fees and charges listed in the Schedules to this By-law include all applicable taxes.

8. That the fees and charges set out in the attached Schedules are hereby imposed and ratified.

Set out as follows:

Schedule A	Clerk/Corporate Services
Schedule B	Building Inspection Services
Schedule C	Landfill Site Services
Schedule D	Planning Services
Schedule E	Recreation Hall Services
Schedule F	Fire Services
Schedule G	Public Works Services
Schedule H	Cemetery Price List
Schedule I	Closure and Disposition of Shoreline Road Allowances

9. By-Law No. 2012-005 and all associated amendments (By-Law No. 2020-023, 2019-023, 2018-026), the Fees and Charges By-law are repealed.
10. That this By-law shall come into full force and take effect as of the date of its signing.

READ A FIRST AND SECOND TIME THIS 12 DAY OF APRIL, 2022.

READ A THIRD TIME AND FINALLY BE PASSED THIS 12 DAY OF APRIL, 2022.

Mayor Ian Pennell

Interim Deputy Clerk Aleysha Blake

**CORPORATION OF THE MUNICIPALITY OF CALVIN
CLERK/CORPORATE SERVICES**

CLERK'S DEPARTMENT

Commissioner for Oaths and/or Witness of Signature <i>(proof of identity must be provided and signer must be present)</i>	\$ 5.00 first signature \$ 1.00 each additional signature
Township map (size 24" x 20")	\$ 4.00
Certificate of Tax Arrears	\$ 45.00
Letter in response to Building or Zoning Inquiries	\$ 75.00
Letter in response to fire department inquiries	\$ 45.00
Photocopies /per page one side	.30¢
Photocopies/per page two sided	.50¢
Incoming faxes received /per page	.30¢
Outgoing faxes sent/per page/local call	.30¢
Outgoing faxes sent/long distance /flat rate	\$ 5.00
Penalty charge for non payment of current taxes	per annum 15% per month 1.25%
N.S.F cheques (each)	\$ 35.00
File searches for each 15 minutes or part thereof <i>(Municipal Freedom of Information and Protection to Privacy Act)</i>	\$ 7.50
Film Industry Application for Permit Fee	\$50.00
Booking Fee for Outdoor Facilities (non-residents ONLY)	\$25.00
Pound Fee	\$35.00 per day

**THE CORPORATION OF THE MUNICIPALITY OF CALVIN
BUILDING INSPECTION SERVICES**

Building without a permit	\$500.00 for the first 50m ² of building area and \$30.00 for each additional 10m ² or part thereof
New buildings (except for accessory buildings)	\$475.00 for the first 50m ² of building area and \$30.00 for each additional 10m ² or part thereof
Addition to buildings (except for accessory buildings)	\$150.00 for the first 20m ² and \$30.00 for each additional 10m ² or part thereof

Accessory buildings which includes garages, storage buildings, barns, porches, carports, sundecks, balconies, solariums and sunrooms (including additions to accessory buildings)	\$100.00 for the first 20m ² and \$30.00 for each additional 10m ² or part thereof
Residential alterations, repairs or renovations including Chimneys, plumbing, windows, doors	\$100.00 flat fee
Demolition Permit	\$75.00 flat fee
Change of Use	\$100.00 includes one inspection
Moving a building into, within or out of the municipality	\$75.00 flat fee
Reshingling a building. Permit is issued to the home owner allowing the disposal of old shingles at the landfill site	\$25.00 flat fee plus tipping fees
Compliance letter (site inspection required)	\$75.00 flat fee

BY-LAW NO. 2022-030

SCHEDULE C

**THE CORPORATION OF THE MUNICIPALITY OF CALVIN
LANDFILL SITE SERVICES**

Landfill Site – Tipping Fees

Utility trailer (single axle)	\$ 20.00
Utility trailer (tandem axle)	\$ 30.00
Pick-up truck (beds, couches, etc...)	\$ 20.00
Single axle truck	\$ 75.00
Tandem truck	\$125.00
Tri-axle truck	\$180.00
Semi-trailer	\$250.00
Commercial Trailer - Single Axle (Dump/Enclosed Trailers)	\$ 30.00
Commercial Trailer - Tandem Axle (Dump/Enclosed Trailers)	\$ 50.00
Tires Not on rims	No charge
On rims	\$ 10.00 each
Freezers, fridges, air conditioners, dehumidifiers <i>(includes Freon removal fee)</i>	\$ 40.00 each
If Freon is removed	No Charge
Disposal Bins Large – 30 M	\$300.00
Small – 15 M	\$150.00
Any other sizes will priced at \$10.00 per m ³	

Shingle disposal permit (available from site attendant or from municipal office)	\$ 25.00 + tipping fees
Mixed Load (Divertible materials)	\$ 25.00 per cubic meter/yard
Mixed Bags of Recyclables and Garbage	\$ 5.00 per bag
Hydro-Carbon Impacted Soils & Service Charges	\$ 25.00 per meter/yard
other loads Per Cubic Meter/Yard	
After hours opening of landfill site (for special circumstances only)	\$ 80.00 per load + tipping fees
Solid Waste Required to be Covered	\$ 50.00 per load
Over annual bag limit of 104 bags	\$ 1.00 per bag
Minimum Invoicing charge for Businesses and Contractors Only	\$ 15.00

BY-LAW NO. 2022-030 SCHEDULE "D"

**THE CORPORATION OF THE MUNICIPALITY OF CALVIN
PLANNING SERVICES**

Official Plan Amendment - Major	\$2750
Official Plan Amendment -Minor	\$1650
Zoning By-law Amendment	\$1050
Consent Application (payable to East Nipissing Planning Board)	\$800
Minor Variance/Permission	\$520
Subdivision	\$5500
Site Plan Control	\$1100
Part-lot control, Validation of Title	\$175
Combined OPA and ZBLA	75% of combined costs
Lift Holding Symbol	\$275.00
Communications Facility	\$550.00
Pre-consultation Fee	\$220.00

Planning Fees Refund Schedule – Municipality of Calvin		
Item	Refund	Description
Pre-consultation Fee, fee for additional meeting, circulation report or Planning report	Non refundable	Applicable to all pre-consultation and additional cost activities.
Application is withdrawn, or abandoned prior to preparation of first Planning Report	90%	Request must be made in writing prior to refund. No refund will be given where application has been abandoned and no response is made to Municipal correspondence to applicant within 90 days
Application is withdrawn after Planning Report but prior to Council decision	50%	Request must be made in writing prior to refund.
Application is refused by Council	75%	Municipality will issue refund.
Any application to the Committee of Adjustment	Non refundable	
Application is withdrawn prior to draft plan approval for subdivision or condominium	50%	Request must be made in writing prior to refund.
Post Council decision	Non refundable	
Demise of applicant		Refund will be prorated based on the request of the estate as the difference between the funds expended and amount of deposit or application fee will be refunded once final determination of costs are made by the Municipality
Deposit		Difference between funds expended and amount of deposit will be refunded once final determination of costs are made by the Municipality

**THE CORPORATION OF THE MUNICIPALITY OF CALVIN
RECREATION HALL SERVICES**

HALL RENTAL RATES (Renter must provide own Liability Insurance)

Booking deposit

At time of booking 50% of payment is required to guarantee and is Non-refundable if cancellation is not received at least 72 hours prior to event

Full Day – over 4 hours and up to 8 hours (plus damage deposit)	\$100.00
Full day – with alcohol (plus damage deposit, provide own Party Alcohol Liability insurance and Special Occasion Permit)	\$150.00
Full Day - Meetings/Seminars/Courses/Lectures/Business Functions (plus damage deposit)	\$100.00
Half Day – typically means 4 hours	\$ 50.00
Partial Day – up to 3 hours per session or 3 hours over one week	\$ 30.00
Funeral Luncheon - Calvin Residents only (Non resident - see Half Day or Partial Day rate)	No Charge
Meetings of Organized Local Community Groups or Charitable Organizations	No charge
Non-Alcohol Low Risk Events for the Betterment of the Community in General, which are Listed on the Attached List of Insured Low Risk Events or Approved at the Discretion of Council	No Charge

ADDITIONAL FEES

Use of Kitchen during event	\$ 50.00
Additional use of Kitchen the evening or day before the event or Decorating or set up hall after 4pm the evening before event	\$ 50.00
Rental of Parking Lot (Film Industry)	\$100.00 per day
<u>Damage Deposit</u> – PAYABLE IN CASH (Full day events only) Refundable upon staff Checklist completion	
Damage Deposit with alcohol	\$150.00
Damage Deposit without alcohol	\$100.00

**CORPORATION OF THE MUNICIPALITY OF CALVIN
FIRE SERVICES**

Fire Department Fees for False Alarms:

Where the Calvin Volunteer Fire Department responds to a false alarm, the following schedule of fees shall be payable to the Corporation of the Municipality of Calvin by the owner of the property from which the alarm originated:

i)	first false alarm – verbal	No charge
ii)	second false alarm within a twelve (12) month period of a first false alarm	\$100.00
iii)	third false alarm within a twelve (12) month period of a first false alarm	\$200.00
iv)	fourth false alarm with a twelve (12) month period of a first false alarm	\$300.00
v)	each additional false alarm within a twelve (12) month period of a first false alarm will carry a fee of an additional	\$100.00

The Calvin Volunteer Fire Department shall continue to respond to all alarms and calls for assistance notwithstanding any previous false alarms from a property or non-payment of any fee hereunder.

Non-Resident Vehicle Fires, Extrications or Accidents:

- a) Where the Calvin Fire Department provides an emergency response to a motor vehicle accident, a vehicle fire or to extricate a person or persons from a vehicle
- b) Where the call originates within the Calvin Fire Department response area
- c) Where the vehicle is owned by a non-resident,

an invoice shall be sent to the owner of the vehicle's insurance provider and a fee for response and/or services provided shall be payable to The Corporation of the Municipality of Calvin, based on the current Ministry of Transportation rates. If the incident is on Hwy 17 or Hwy 630 an invoice will be sent directly to the Ministry of Transportation Claims Department regardless of residency.

Fire Inspection Services:

If the Calvin Volunteer Fire Department is requested to perform any fire inspection service for property located within the municipal boundaries of The Corporation of the Municipality of Calvin, there shall be a fee or charge of \$50.00 per inspection payable in advance by the owner or agent to the municipality.

Fire Department Cost Recovery:

When the Calvin Volunteer Fire department responds to an incident within its response area such as, but not limited to, a rail line fire or vehicle accident/fire, which leads to a multi agency response; all costs for the incident will be the responsibility of the owner of the equipment that caused the fire. An invoice will be sent to the owner of the equipment, payable to The Corporation of the Municipality of Calvin.

The **Fire Chief** may require occupancy **Owners**, corporations or persons within or outside the municipality to pay costs or fees for fire and emergency response or other administrative services provided to them. Invoicing for response services or recovery of fees will be conducted in accordance with the **Ministry of Transportation (MTO) Rates** as amended.

If as a result of a **Fire Department** response to a fire or emergency incident, the **Fire Chief** or his designate determines that it is necessary to incur additional expenses, retain a private contractor, rent special equipment not normally carried on a fire apparatus or use more materials than are carried on a fire apparatus (the "Additional Service") in order to suppress or extinguish a fire, preserve property, prevent a fire from spreading, control and eliminate an emergency, carry out or prevent damage to equipment owned by or contracted to the Corporation, assist in or otherwise conduct fire cause investigation or determination or otherwise carry out the duties and functions of the **Fire Department** and/or to generally make "safe" an incident or property, the owner of the property requiring or causing the need for the Additional Service or expense shall be charged the full costs to provide the Additional Service including all applicable taxes. Property shall mean personal and real property.

Fire Response Fees/Recovery of Costs-**Indemnification Technology**® Fire Department incident reporting, data collection and property insurance policy wording interpretation to maximize billing opportunities on behalf of fire departments by invoicing insurance companies for costs of fire department attendance with respect to insured perils. Current Ministry of Transportation (MTO) Rates as amended plus any additional costs for each and every call, will apply.

Special Services

Fees for any special services or for any special circumstances shall be considered and negotiated on an individual requirement basis. Such special services or circumstances shall require a request, in writing, received by either the Fire Chief or Mayor and Council. If applicable and if approved in principal, a Contract Agreement, outlining the special services or circumstances and the associated agreed upon fees, shall be prepared and adopted by By-law.

EMERGENCY RESPONSES OUTSIDE LIMITS OF THE MUNICIPALITY

The **Fire Department** shall not respond to a call with respect to a fire or an emergency incident outside the limits of the municipalities except with respect to a fire or an emergency;

- a) that in the opinion of the **Fire Chief** threatens property in the municipality or property situated outside the municipality that is owned or occupied by the municipality;
- b) in a municipality with which an agreement has been entered into to provide fire protection services, which may include automatic aid;
- c) on property with respect to which an approved agreement has been entered into with any person or corporation to provide fire protection therefore;
- d) at the discretion of the Fire Chief or designate, to a municipality authorized to participate in any county, district or regional mutual aid plan established by a fire coordinator appointed by the Fire Marshal or any other similar reciprocal plan or program;
- e) at the discretion of the **Fire Chief** to assist other municipal or provincial resources as required where a formal agreement may or may not be established.

- f) on those highways that are under the jurisdiction of the Ministry of Transportation or other agency within the District, where the District has a rescue system, or;
- g) on property beyond the municipal boundary where the **Fire Chief** or his designate determines that immediate action is necessary to preserve and protect life and the correct department is notified (where applicable) to respond and/or assumes command or establishes alternative measures.
- h) response due to a request for special assistance as required through a declaration of a provincial or federal emergency and such request has been approved by the **Fire Chief**.

BYLAW NO. 2022-030 SCHEDULE G

**CORPORATION OF THE MUNICIPALITY OF CALVIN
PUBLIC WORKS SERVICES**

Civic address (911) signs

Supply and install original sign and post	\$ 60.00
Supply and install replacement sign	\$ 40.00
Supply and install replacement post	\$ 40.00

Parking Permit

Water Access Only Parking Permit at Smith Lake Boat Launch	\$125.00
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Entrance Permit

For all new or additional driveway/entrances	No Charge
<i>Must submit completed application to municipal office and site inspection to be completed by Road Superintendent</i>	

**CORPORATION OF THE MUNICIPALITY OF CALVIN
CEMETERY PRICE LIST**

CALVIN UNION CEMETERY**License number: 3289839****PRICE LIST****Operated by the** Corporation of the Municipality of Calvin

1355 Peddler's Dr., R.R. #2

Mattawa, ON. P0H 1V0

Phone: 705-744-2700

Fax 705-744-0309

Contact: Lynda Kovacs; Clerk-Treasurer (address and phone as above)**PRICE LIST – Effective April 1, 2011 Prices include HST****BURIAL, ENTOMBMENT AND OTHER CEMETERY SUPPLIES AND SERVICES****1. Interment Rights – In-ground Burial**

i.	prices for any in-ground burial interment rights						
	Lot Description	Section	Size	Interment Rights	Care & Maintenance	HST	Total Selling Price
A.	Single Adult Grave	OLD	4' x 8'	\$300.00	\$300.00	\$ 78.00	\$678.00
B.	Single Adult Grave	NEW	4' x 9'	\$330.00	\$300.00	\$81.90	\$711.9

2. Interment Rights – In-ground Burial of Cremated Remains

i.	prices for any in-ground burial of cremated human remains where only flat markers are allowed						
	Lot Description	Section	Size	Interment Rights	Care & Maintenance	HST	Total Selling Price
A.	Two Urns	CREMATION AREA	2' x 4'	\$ 90.00	\$ 120.00	\$27.30	\$237.30

3. Interment Services (Opening and Closing)

i.	prices for opening and closing the grave only		
	Description		Total Price
A.	In-ground burial of adult		\$595.00
B.	In-ground burial of child		\$595.00
C.	In-ground burial of infant		\$250.00
D.	In-ground burial of cremated human remains		\$250.00
E.	Additional if using concrete liner, oversize casket or oversize vault		\$200.00

iii.	price for late hour opening and closing of grave		
A.	Weekdays after 3:30 p.m.	add	\$200.00
B.	During daylight hours Saturday	add	\$200.00
iv.	price for weekend and holiday late hour opening and closing		
A.	Sunday, Holiday or Statutory Holidays	add	\$400.00

4. Disinterment Services

i.	prices for disinterment of human remains from the ground		
	Description		Total Price
A.	Disinterment of full casket with metal or concrete vault		\$ 1000.00
B.	Disinterment of full casket (no vault)		\$2000.00

4. Other Supplies and Services

i. Transfer of Interment Rights \$100.00

BYLAW NO. 2020-030 SCHEDULE I

**CORPORATION OF THE MUNICIPALITY OF CALVIN
CLOSURE AND DISPOSITION OF SHORELINE ROAD ALLOWANCES**

CALCULATION OF LAND COSTS

1. Method of Calculating Land Cost

Land costs shall be calculated on the following basis:

-square meter basis.

2. The Price

Municipal prices shall be as follows:

-when calculated on a square meter basis - \$0.41 per square meter
OR - \$250.00, whichever is greater



Corporation of the Municipality of Calvin

Council Resolution

Date: April 12, 2022

THIRD READING

COUNCIL OF CORPORATION OF THE MUNICIPALITY OF CALVIN–SESSION April 12, 2022.

Moved By: Choose a name.

Seconded By: Choose a name.

BEING A BY-LAW TO IMPOSE AND CONSOLIDATE THE FEES AND CHARGES FOR MUNICIPAL SERVICES OR ACTIVITIES AND FOR THE USE OF ITS PROPERTY.

As reported by the Committee of the Whole be read a third time, passed and numbered–2022-030 and that the said By-Law be signed by the Mayor and the Clerk, sealed with the seal of the Corporation and be engrossed in the by-law book.

Result Options.

Recorded Vote:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Mayor Pennell	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Brooker	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Castelijn	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Cross	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Shippam	<input type="checkbox"/>	<input type="checkbox"/>

SECOND READING

COUNCIL OF CORPORATION OF THE MUNICIPALITY OF CALVIN–SESSION April 12, 2022.

Moved By: Choose a name.

Seconded By: Choose a name.

**BEING A BY-LAW TO IMPOSE AND CONSOLIDATE THE FEES AND CHARGES
FOR MUNICIPAL SERVICES OR ACTIVITIES AND FOR THE USE OF ITS
PROPERTY.**

be read a second time and be referred to a Committee of the whole Council.

Result Options.

Recorded Vote:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Mayor Pennell	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Brooker	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Castelijns	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Cross	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Shippam	<input type="checkbox"/>	<input type="checkbox"/>

FIRST READING

COUNCIL OF CORPORATION OF THE MUNICIPALITY OF CALVIN–SESSION April 12, 2022.

Moved By: Choose a name.

Seconded By: Choose a name.

**BEING A BY-LAW TO IMPOSE AND CONSOLIDATE THE FEES AND CHARGES
FOR MUNICIPAL SERVICES OR ACTIVITIES AND FOR THE USE OF ITS
PROPERTY.**

be received and read a first time.

Result Options.

Recorded Vote:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Mayor Pennell	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Brooker	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Castelijn	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Cross	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Shippam	<input type="checkbox"/>	<input type="checkbox"/>