



Corporation of the Municipality of Calvin Council Resolution

Date: April 30, 2024

Resolution Number: 2024-168

Moved By: Councillor

Seconded By: Councillor

Whereas, by Resolution # 2023-324 on December 12, 2023, and in accordance with By-law 2008-015 being a by-law to adopt policies for the sale of land, Council for the Corporation of the Municipality of Calvin declared 142 Talon Lake Road, Roll Number 4822-000001-46115-0000 with an assessed value of \$32,500 surplus to the needs of the Municipality, and delegating authority to the CAO to proceed with listing the property for sale and to negotiate on behalf of Council, all real estate transactions related to this sale,

And whereas after a number of offers were considered and a conditional offer to purchase said property was negotiated at a final purchase price of \$90,000+ HST, with a closing date of May 15, 2024,

And whereas a notice of fulfillment of conditions of this offer has been received,

And whereas in accordance with the requirements of by-law 2008-015 the CAO is notifying Council that the sale has been completed to the best of her knowledge,

Now therefore be it resolved that the Council for the Corporation of the Municipality of Calvin authorize and direct the CAO and Mayor to finalize the real estate transaction with its legal firm.

Results:

Recorded Vote:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Mayor Gould	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Moreton	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Latimer	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Grant	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Manson	<input type="checkbox"/>	<input type="checkbox"/>



Corporation of the Municipality of Calvin Council Resolution

Date: April 30, 2024

Resolution Number: 2024-169

Moved By: Councillor

Seconded By: Councillor

Whereas by resolution 2024-109 Council accepted legal counsel’s recommendation with respect to the restructuring of Public Works Department, a restructuring necessitated by the Union’s position that no management perform bargaining unit work and that the Municipality resume collective bargaining, a process which is now complete,

And whereas as a result, a new managerial position, Superintendent of Public Works has been created,

And whereas the employee holding the permanent former position of Roads Supervisor has been offered the newly created position, Superintendent of Public Works and has indicated he is not available to return to work indefinitely,

And whereas the employee who was replacing him on an interim basis in the Roads Supervisor role has indicated he is not interested in carrying out managerial duties,

And whereas a temporary time- limited shared services agreement with the Township of Bonfield is currently meeting the day-to-day Public Works department managerial requirements necessary to needs of the Municipality of Calvin,

Now therefore be it resolved that the newly created position Superintendent of Public Works be advertised, and a hiring process which considers the availability of the former roads supervisor and by-law-2023-044, a by-law established for the purposes of establishing a hiring policy be both implemented.

Results:

Recorded Vote:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Mayor Gould	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Moreton	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Latimer	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Grant	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Manson	<input type="checkbox"/>	<input type="checkbox"/>



Corporation of the Municipality of Calvin

Superintendent of Public Works Job Opportunity

Reporting to the Chief Administrative Officer, the Superintendent of Public Works is a new position within the Municipality of Calvin.

By providing leadership and strategic direction to a portfolio of operational services, the Superintendent of Public Works will be responsible for the administrative and managerial duties of the Municipality's transportation infrastructure, drainage infrastructure, recreation, cemetery, and waste disposal facilities (the Public Works Department).

The Superintendent of Public Works, working in a newly unionized environment, will be responsible for policy development, asset management, program planning, developing and managing a health and safety program, fiscal management administration and for providing operational direction of all services within the Department.

The Superintendent of Public Works will play a key role in leading change management within the Public Works department.

He/she will ensure service delivery is provided in a customer focused and efficient manner to achieve standards established by Council and provincial legislation. He/She will be responsible for ensuring integration with other departments, managing risks and protecting the Municipality's assets.

Duties and Responsibilities

Responsible for the design, construction, operation and maintenance of the road network as well as supervising construction and inspections and preparing cost estimates;

Oversees drainage systems within the municipality;

Responsible for the operation of the landfill and waste management collection and disposal contracts;

Responsible for the cemetery site and for ensuring compliance with BAO requirements for all activities conducted at the cemetery;

Prepares estimates and administers the department's operating and capital budgets;

Directs the management of all human and other resources of the department;

Prepares formal department reports for submission and presentation to Council, a variety of government agencies, boards, commissions, including the preparation of grant applications and reports.

Requirements

Certified Civil Engineer Technologist designation or an equivalent combination of verifiable education and experience.

A minimum of three (3) years in public works at a supervisory level position in a unionized environment with an eagerness to continue to develop professionally is required. This experience obtained in a municipal setting is preferred.

Heavy equipment operator experience and a class DZ license is required.

A certified road supervisor's designation is a definite asset.

Experience leading departmental change management, strategic planning, setting and managing annual budgets is required.

Proven strong management, leadership, organizational and interpersonal skills are required.

Excellent oral and written communication skills in the English language, including report writing and presentation skills.

A sound working knowledge of word processing, and presentation programs is required.

Experience meeting with the public, sometimes in adverse conditions to rectify concerns is a must.

Working Conditions

Physical demand requires standing, sitting and walking on sites and visual attention for health and safety compliance and personal safety on job sites. Physical dexterity required for walking, bending and minimal lifting as required.

Working conditions vary between a standard office environment to conducting on-site work and inspections; exposure to inclement weather conditions, mud, dirt, noise; and exposure to public criticism/abuse.

During winter periods, and otherwise when needed, be available to operate equipment alongside staff to ensure the municipality meets its service level standards.

Mon-Fri 40 hours per week and some evenings and/or weekend attendance required to attend Council, Committee and other meetings.

Mandatory availability for 'on call' response which requires carrying a cell phone and responding to emergencies that arise requiring oversight; available for overtime hours, when necessary.

Regularly patrols around the municipality and sometimes helps with road crew work. Is sometimes exposed to conditions of severe discomfort caused by temperature extremes, inclement weather, dust, dirt, waste and similar factors.

Works consists of activities creating a high degree of stress such as responding to public complaints, meeting definite deadlines and situations affecting health and safety.

During an emergency, declared or otherwise, staffing requirements can be critical. The Superintendent will be available to work irregular hours performing regular duty tasks or others as required or assigned.

Salary & Benefits

Negotiable based on experience.

The Municipality offers a comprehensive benefit program.

How to apply

We welcome applications from all suitable and qualified persons!

Before May 14th, 2024, submit a cover letter summarizing how you meet the requirements of this position along with a resume detailing your qualifications and experience as they relate to this position as it is described above to hr@calvintownship.ca



Corporation of the Municipality of Calvin Council Resolution

Date: April 30, 2024

Resolution Number: 2024-170

Moved By: Councillor

Seconded By: Councillor

NOW THEREFORE BE IT RESOLVED THAT:

Council for the Corporation of the Municipality of Calvin has received and accepts the Building report for the Month of March 2024 prepared by the Chief Building Official.

Results:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Mayor Gould	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Grant	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Latimer	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Manson	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Moreton	<input type="checkbox"/>	<input type="checkbox"/>



MUNICIPALITY OF CALVIN

1355 PEDDLERS DRIVE, MATTAWA ON, POH 1V0

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

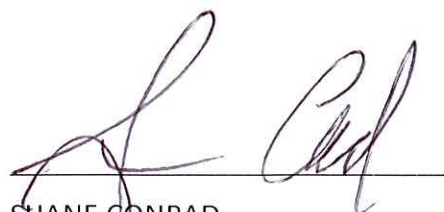
building@calvintownhsip.ca • www.calvintownship.ca

BUILDING REPORT

MONTH: March, 2024

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

COMMENTS:



SHANE CONRAD
CHIEF BUILDING OFFICIAL

Building Report

March, 2024

- Mar. 06: - Submitted Feb. building report to MPAC, CMHC, StatsCan.
- Submitted Feb. building report to council.
- Emails and phone calls
- Met with property owner about building permit
- Investigated complaint I received about building constructed without permit.
- Mar. 13: - Emails and phone calls.
- Travelled to 122 Brule Rd. for final inspection.
- Travelled to 281 Peddlers Rd. for inspection.
- Mar. 20: - Plan review for purposed deck, porch and secondary dwelling unit at 40 Bronson Lake Rd.
- Travelled to 1007 Homestead Rd. for site visit and Q & A with owner about how to fix roof damaged by fire.
- Emails and phone calls.
- Travelled to McLaughlin Rd. to investigate complaint of building without a building permit.
- Mar. 21: - Phone call from a person asking about a property for sale.
- Mar. 22: - Phone call from property owner about building a garage.
- Phone call from property owner on McLaughlin Rd. wanting to meet.
- Mar. 25: - Phone call from the office
- Mar. 27: - Emails
- Travelled to Mclaughlin Rd. for site visit and Q & A with property owner.
- Cleaned desk area
- Researched OBC



Shane Conrad
CBO



Corporation of the Municipality of Calvin

Council Resolution

Date: April 9, 2024

Resolution Number: 2024-171

Moved By: Councillor

Seconded By: Councillor

WHEREAS Council for the Corporation of the Municipality of Calvin, in 2023 approved the submission of an application for funding to NOHFC to hire a Marketing and Communications Coordinator through an internship program for a period of one year, with a municipal financial contribution of approximately \$7,000 (16.39%) of this position's total wage costs,

AND WHEREAS NOHFC confirms it wishes to provide financial assistance towards the eligible costs of the position in the form of a conditional contribution subject to the terms and conditions of a Contribution Agreement (7401663);

NOW THEREFORE be it resolved that Council for the Corporation of the Municipality of Calvin accepts to enter into an agreement with NOHFC and that it authorizes the CAO to proceed with carrying out a hiring plan for the Marketing and Communications Coordinator intern.

Results:

Recorded Vote:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Mayor Gould	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Moreton	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Latimer	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Grant	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Manson	<input type="checkbox"/>	<input type="checkbox"/>

CAO

From: NOHFC Financial Services Unit (MND) <NOHFC.FinancialServicesUnit@ontario.ca>
Sent: Monday, April 15, 2024 3:45 PM
To: CAO
Cc: People and Talent Team (MND)
Subject: 7401663 - Proposed Legal Agreement NOHFC
Attachments: 7401663 Proposed Legal Agreement.pdf

Attention: Donna Maitland, Chief Administrative Officer

Attached for your review is a legal agreement for the above noted file.

Once you've had a chance to review the agreement, please submit the following:

1. A filled out and signed Electronic Funds Transfer (EFT) Authorization Form (last page of the attached legal agreement), as well as a copy of a void cheque or a signed/stamped letter from the bank displaying your banking information and legal name.
2. The legal agreement:
 - a. With section B of Schedule A completed with the start date of the intern written in (*please wait until the intern is hired and has started in the position before filling in this date and returning the signed agreement*); and
 - b. Signed where designated by an authorized signing officer(s) of the Employer.

Once the documents outlined above are completed and signed, please submit all documents including all pages of the legal agreement to NOHFC.FinancialServicesUnit@ontario.ca.

Please note that the cover letter to your legal agreement contains a complete set of information regarding this process.

If you require any assistance, please continue to work with your project officer in the People and Talent team, who is copied on this email.

Thank you and have a lovely day,

Amber Pascall
Financial Officer



70 Foster Dr. Suite 200, Sault Ste. Marie, Ontario, P6A 6V8
📧@nohfc 🌐nohfc.ca

NOHFC File Number: 7401663

April 9, 2024

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

1355 Peddlers Drive,
Mattawa Ontario P0H 1V0
Attention: Donna Maitland, Chief Administrative Officer
E-mail: cao@calvintownship.ca

Dear Donna Maitland:

Enclosed are:

- The proposed contract between THE CORPORATION OF THE MUNICIPALITY OF CALVIN (the Employer) and Northern Ontario Heritage Fund Corporation (NOHFC)
- An electronic funds transfer (EFT) form

Please note that you need to have hired your intern and entered the intern's actual start date of the Work Term in Section B of Schedule A of the proposed contract prior to signing it. The Work Term may not commence prior to **July 30, 2023**. The Work Term will then run for 56 weeks after the start date that you insert. The intern must be provided with 52 weeks of paid work within the 56-week Work Term.

If you have not yet hired your intern, please hold onto this proposed contract until you have done so. If your intern has not started the internship by **March 26, 2025**, your funding approval will expire, NOHFC will not sign the proposed contract, and your file will be closed. However, you may submit a new funding application under the *People & Talent Program*, which will be evaluated in the normal course in accordance with NOHFC's usual guidelines and criteria.

Once you have hired your intern and entered the start date for the Work Term in Section B of Schedule A of the proposed contract, please return to NOHFC:

- The proposed contract, signed by an authorized signing officer(s) of the Employer
- Completed and signed EFT form
- Void cheque, or signed or stamped bank letter, to verify banking information

Please return the completed documents to NOHFC electronically by e-mail to NOHFC.FinancialServicesUnit@ontario.ca, no later than 30 days after the start date of the Work Term. If you require assistance to send your documents electronically, please [click here](#).

NOHFC will not disburse any funds until, among other requirements, a fully signed contract is in place and NOHFC has received the completed EFT form and satisfactory banking information.

For your records, one fully signed version of the contract will be returned to your organization after it is signed by NOHFC.

If you have any questions regarding your internship or need any of this documentation in a different format, please contact the People and Talent Team by telephone at 705-541-2109 or by e-mail at peopleandtalent@ontario.ca.

Sincerely,

A handwritten signature in black ink, appearing to read "John Guerard". The signature is written in a cursive style with a large initial "J" and a long, sweeping underline.

John Guerard
Executive Director
Enclosures

This **CONDITIONAL CONTRIBUTION AGREEMENT** is made effective as of the first day of the Work Term

B E T W E E N: **NORTHERN ONTARIO HERITAGE FUND CORPORATION**
a corporation existing under the laws of Ontario
("NOHFC")

A N D: **THE CORPORATION OF THE MUNICIPALITY OF CALVIN**
a municipality existing under the laws of Ontario
(the "**Employer**")

WHEREAS the Employer wishes to obtain financial assistance from NOHFC to hire an intern to fill the Position, as more fully described herein;

AND WHEREAS NOHFC wishes to provide financial assistance towards the Eligible Costs of the Position in the form of a conditional contribution subject to the terms and conditions of this Agreement;

NOW THEREFORE in consideration of mutual promises and agreements contained in this Agreement and other good and valuable consideration, the parties agree as follows:

1. Interpretation

1.1. This agreement, together with:

Schedule A - Position Details;

Schedule B - Request for Reimbursement Form; and

Schedule C - Final Report;

and any agreement entered into as provided for in Section 15.2 having the effect of amending the foregoing,

(the "**Agreement**") constitutes the entire agreement between the parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations, understandings and agreements.

1.2. In this Agreement, the following capitalized terms have the meanings set out below:

(a) "**Actual Wages**" means gross salary or wages paid by the Employer to the Intern for a maximum of 52 weeks of work during the Work Term, including statutory holiday pay, but excluding all MERCs;

(b) "**Contribution**" means the conditional contribution payable by NOHFC to the Employer in accordance with this Agreement;

(c) "**Eligible Candidate**" means an individual who:

(i) Intentionally deleted

- (ii) is either a new entrant into the workforce, is transitioning to a new career, or is unemployed or underemployed and is entering a new field,
 - (iii) has not previously participated in NOHFC's People & Talent Program,
 - (iv) is at least 18 years of age,
 - (v) resides in Northern Ontario,
 - (vi) is legally entitled to work in Canada, and
 - (vii) unless NOHFC has granted its prior written consent otherwise, is not a child, sibling, parent or spouse of, or is not cohabitating with:
 - A. the Employer (if the Employer is an individual),
 - B. any person involved in the Employer's hiring procedures or the Employer's decision-making, which is deemed to include directors, officers and/or partners of the Employer and the supervisor of the Intern, or
 - C. any person who has an ownership interest in the Employer;
- (d) **"Eligible Costs"** means (i) the Actual Wages, and (ii) 15% of the Actual Wages, representing MERCs;
- (e) **"Final Report"** means a completed and duly executed final report in the form of Schedule C;
- (f) **"Intern"** means the Eligible Candidate hired to fill the Position through a fair and transparent selection process;
- (g) **"Maximum Funds"** means the maximum amount payable to the Employer under this Agreement, which is the lesser of:
- (i) the NOHFC Percentage of Eligible Costs, and
 - (ii) the amount set out in the column entitled "Maximum NOHFC Contribution" in the table in Section C of Schedule A;
- (h) **"MERCs"** means mandatory employment related costs required to be paid or remitted by the Employer in accordance with applicable law (including mandatory minimum vacation pay, employer's contributions to employment insurance and the Canadian Pension Plan, employer health tax, and Workplace Safety and Insurance Board premiums), but excluding statutory holiday pay;
- (i) **"NOHFC Percentage"** means the percentage of Eligible Costs reimbursable by NOHFC under this Agreement, as set out in the column entitled "NOHFC % of Eligible Costs" in the table in Section C of Schedule A;
- (j) **"Northern Ontario"** means the territorial districts of Algoma, Cochrane, Kenora, Manitoulin, Nipissing, Parry Sound, Rainy River, Sudbury, Thunder Bay, and Timiskaming;
- (k) **"Position"** means the internship position described in Section A of Schedule A;

- (l) "**Position Details**" means all of the information contained on Schedule A which, for clarity, includes the internship position description in Section A, the Work Term in Section B, and the financial information in Section C;
- (m) "**Provincial Entity**" means His Majesty the King in right of Ontario or any "public entity" (as defined in the *Financial Administration Act* (Ontario) R.S.O. 1990, c. F.12);
- (n) "**Request for Reimbursement**" means a request for the disbursement of a portion of the Contribution to reimburse Eligible Costs, which request is completed and duly executed in the form of Schedule B, and is accompanied by documentation satisfactory to NOHFC evidencing the payment of the Intern's gross salary or wages claimed for the period covered in the request for reimbursement form;
- (o) "**Reports**" means any information, including accounts, data, and projections, as NOHFC may request from time to time, but excludes the Final Report; and
- (p) "**Work Term**" means the term of the Position set out in Section B of Schedule A.

1.3. For the purpose of interpretation:

- (a) the words "include", "includes", and "including" are used to indicate nonexclusive examples and not that the parties intended such examples to be an exhaustive list; and
- (b) any reference to dollars or currency shall be to Canadian dollars or currency.

2. Term

2.1. The term of this Agreement shall commence as of the first day of the Work Term and shall expire (unless terminated earlier in accordance with its terms) after all of the following have occurred: (i) receipt by NOHFC of the final Request for Reimbursement and Final Report (each in form and substance satisfactory to NOHFC); and (ii) NOHFC has made its final disbursement of funds under this Agreement.

3. Position and Hiring

- 3.1. The Employer shall hire, employ and pay the Intern for 52 weeks during the Work Term. At all times, the Employer shall remain responsible for training, supervising, and paying the Intern.
- 3.2. The Employer shall not make any changes to the Position Details without the prior written consent of NOHFC.
- 3.3. The Employer shall provide direct, onsite supervision to the Intern unless NOHFC provides its prior written consent to an alternative arrangement.
- 3.4. If the Intern will no longer be working in the Position at any time prior to having completed 52 weeks of paid work, the Employer:
 - (a) shall notify NOHFC promptly, and advise of the Intern's departure date;

- (b) shall submit a final Request for Reimbursement and a Final Report in respect of the Intern (in form and substance satisfactory to NOHFC) within 30 days of the Intern's departure date; and
 - (c) if the Position becomes vacant before the Intern has completed 9 months of paid work and no Event of Default (as defined in Section 8.1 below) has occurred and is continuing, may, within 30 days of the Intern's departure date, request funding for a replacement intern for the Position, and NOHFC will evaluate and consider such request in its sole discretion.
- 3.5. The Contribution shall be acknowledged by the Employer on all reports, press releases, public statements, and publications pertaining to the Position or the Intern.

4. Contribution

- 4.1. Subject to the terms and conditions of this Agreement, NOHFC shall provide the Contribution to reimburse the Employer for Eligible Costs up to the amount of the Maximum Funds.
- 4.2. Subject to the terms and conditions of this Agreement, the Contribution shall be provided as follows:
- (a) The Contribution will be disbursed in two instalments, each such instalment relating to Eligible Costs claimed for 26 weeks of paid work, provided that NOHFC has received (in form and substance satisfactory to NOHFC) the following items in respect of each request for a disbursement of the Contribution:
 - (i) a Request for Reimbursement;
 - (ii) a Final Report, if such request is the final request for disbursement; and
 - (iii) any other Reports requested by NOHFC.
 - (b) Notwithstanding Subsection 4.2(a), NOHFC may, in its sole and absolute discretion, increase the number of instalments in which it disburses the Contribution to the Employer (which, for greater certainty, shall in no way increase the amount of the Contribution), and may require the Employer to submit additional Requests for Reimbursement or Reports as conditions precedent to disbursing funds in such manner.
- 4.3. Subject to the terms and conditions of this Agreement, NOHFC shall deposit the funds electronically into an account designated by the Employer in writing, provided that the account resides at a Canadian financial institution and is in the name of the Employer. Notwithstanding the foregoing, NOHFC may, in its sole and absolute discretion, issue a cheque in the Employer's name as an alternative to the electronic deposit of funds.
- 4.4. The Employer shall notify NOHFC if the Employer receives any government funding towards the Eligible Costs from sources other than NOHFC. NOHFC may in its discretion reduce the amount of the Contribution by an amount equal to the amount of any additional government funding received by the Employer.

- 4.5. If the Employer for any reason receives funds from NOHFC in excess of what is provided for in this Agreement, the excess amount shall be a debt due and repayable by the Employer to NOHFC in accordance with Section 12.1 of this Agreement.

5. Reports

- 5.1. The Employer shall prepare and submit to NOHFC (in form and substance satisfactory to NOHFC):
- (a) a Final Report within 60 days of the end of the Work Term; and
 - (b) any other Reports requested by NOHFC.

6. Conditions Precedent to Disbursement

- 6.1. NOHFC's obligation to provide any disbursement of the Contribution under this Agreement is subject to the satisfaction of the following conditions precedent (in form and substance satisfactory to NOHFC):
- (a) NOHFC shall have received copies of the insurance certificate(s) as required by Section 10.3 and other documents as may be requested in Article 10;
 - (b) NOHFC shall have received such information about the Intern as it may reasonably require (but not any personal information, as defined in the *Freedom of Information and Protection of Privacy Act* (Ontario), unless the disclosure of such personal information has been consented to by the Intern), including any declaration or certification forms from the Intern and/or the Employer that NOHFC may require in order to verify that the Intern is an Eligible Candidate; and
 - (c) NOHFC shall have received a completed electronic funds transfer form authorizing NOHFC to deposit the funds into the Employer's designated bank account by way of electronic funds transfer.

7. Representations, Warranties, and Covenants

- 7.1. The Employer represents, warrants, and covenants that:
- (a) it has hired the Intern through a fair and transparent selection process, which includes having publicly posted the job advertisement for the internship, and it will provide a copy of the publicly posted job advertisement to NOHFC at its request;
 - (b) it is, and shall remain during the term of this Agreement, a validly existing legal entity with full power to enter into and fulfill its obligations under this Agreement, and it has taken all necessary action to authorize the execution, delivery, and performance of this Agreement;
 - (c) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to fulfill its obligations under the Agreement;
 - (d) all information provided in, or in support of, the Employer's application to NOHFC for funding related to this Agreement was, and shall remain during the term of this Agreement, true and complete in all material respects;

- (e) it is, and shall remain during the term of this Agreement, in compliance with any and all laws, statutes, by-laws, ordinances, decrees, requirements, directives, orders, judgments, licenses, permits, codes, regulations, rules or other items having the force of law, and any applicable determinations, interpretations, rulings, orders, or decrees of any governmental authority or arbitrator that are legally binding at the time; and
- (f) it is, and shall remain during the term of this Agreement, in compliance with all of its obligations to pay or remit, as required, MERCs to the applicable persons or authorities as contemplated by law.

8. Default

8.1. Each of the following constitutes an “**Event of Default**” under this Agreement:

- (a) if the Employer becomes bankrupt or insolvent, goes into receivership, or becomes the subject of any proceeding under, or applies for the benefit of, any statute relating to bankrupt or insolvent debtors, or in the sole opinion of NOHFC, otherwise faces serious financial difficulty;
- (b) an order is made, or resolution passed, for the winding up of the Employer, or the Employer is dissolved or, in the sole opinion of NOHFC, the nature of the Employer's operations change such that the Employer no longer meets one or more of the applicable eligibility requirements of the NOHFC program under which it applied;
- (c) the Employer ceases to operate in Northern Ontario;
- (d) in the sole opinion of NOHFC, the Employer has submitted false or misleading information to NOHFC, or otherwise makes a misrepresentation to NOHFC, including in connection with the Employer's application for funding, in a Request for Reimbursement, or at any other time;
- (e) if any representation or warranty provided to NOHFC (herein or otherwise, including in connection with the Employer's application for funding) by, or on behalf of, the Employer is incorrect in any material respect on the date on which such representation or warranty was made;
- (f) if, in the sole opinion of NOHFC, the Employer breaches any covenant, or any other term or condition of this Agreement;
- (g) the Employer fails to comply with any term, condition, or obligation under any other agreement with NOHFC or a Provincial Entity; or
- (h) in the sole opinion of NOHFC, there is a material adverse change in risk.

8.2. Following the occurrence of any Event of Default, NOHFC may:

- (a) immediately suspend its obligation to make any further disbursements of the Contribution;
- (b) reduce the Maximum Funds;
- (c) cancel all further disbursements of the Contribution;

- (d) demand the repayment of an amount equal to that portion of the Contribution that NOHFC provided to the Employer;
- (e) terminate this Agreement without liability, penalty, or costs to NOHFC, which termination may take effect at any time specified by notice, including immediately; and/or
- (f) exercise any other rights or remedies available to it under applicable law.

Additionally, the Employer acknowledges that NOHFC may consider the Employer's performance of this Agreement, or any Event of Default hereunder, in connection with its evaluation of any future applications by the Employer or related parties for NOHFC funding.

9. Records and Monitoring

- 9.1. The Employer shall maintain, for a period of 7 years after the creation thereof, all records (both financial and non-financial, including invoices, books of account, and evidence of payment or remittance, as applicable, of Eligible Costs) relating to this Agreement, the Position Details, or the Intern in a manner consistent with generally accepted accounting procedures.
- 9.2. NOHFC, its authorized representatives or an independent auditor identified by NOHFC may, at its own expense, upon 24 hours' notice to the Employer and during normal business hours, enter upon the Employer's premises and the Intern's work site to review the progress of the Position and the Employer's expenditure of the Contribution, and for these purposes NOHFC, its authorized representatives or an independent auditor identified by NOHFC, may:
 - (a) inspect and copy the records and documents referred to above; and
 - (b) conduct an audit or investigation of the Employer in respect of the expenditure of the Contribution and/or the hiring, training, supervision and payment of the Intern.
- 9.3. To assist in respect of the rights set out above, the Employer shall disclose any information reasonably requested by NOHFC, its authorized representatives or an independent auditor identified by NOHFC, and shall do so in a form reasonably requested by NOHFC, its authorized representatives or an independent auditor identified by NOHFC, as the case may be.
- 9.4. For greater certainty, NOHFC's audit rights in this Agreement are in addition to any rights provided to the Auditor General pursuant to the *Auditor General Act* (Ontario).
- 9.5. If NOHFC or the Auditor General of Ontario believes that there are inaccuracies in or inconsistencies between any information submitted to NOHFC and the Employer's financial records and books of account, NOHFC or the Auditor General of Ontario may request, and the Employer shall provide at its own expense, an audit report from a public accountant licensed under the laws of Ontario. The audit report shall be satisfactory to NOHFC and/or the Auditor General of Ontario, as applicable, in form and content, and address:
 - (a) the Contribution received to date;
 - (b) the Eligible Costs incurred by the Employer to date;

- (c) whether the Eligible Costs were incurred in accordance with this Agreement; and
- (d) other financial information pertaining to this Agreement as may be reasonably specified in the request.

9.6. No provision of this Agreement shall be construed to give NOHFC any control whatsoever over the Employer's records or documents.

10. Indemnity and Insurance

- 10.1. The Employer shall indemnify and hold harmless Northern Ontario Heritage Fund Corporation and each of its officers, directors, advisors, agents, and representatives from and against any and all liability, losses, costs, damages, and expenses (including legal, expert, and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with this Agreement or otherwise in respect of the Employer, the Intern or the Position.
- 10.2. The Employer represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense (with insurers having a secure A.M. Best rating of B+ or greater or the equivalent), and that it has, and shall for the term of the Agreement, comply with the requirements of, all the necessary and appropriate insurance that a prudent person carrying out obligations similar to the obligations required of the Employer under this Agreement would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence, which commercial general liability policy shall include:
- (a) Northern Ontario Heritage Fund Corporation and each of its officers, directors, advisors, agents, and representatives as additional insureds with respect to liability arising in the course of performance of the Employer's obligations under, or otherwise in connection with, this Agreement;
 - (b) a cross-liability clause;
 - (c) contractual liability coverage; and
 - (d) a thirty (30) day written notice of cancellation or material change.
- 10.3. The Employer shall provide NOHFC with valid certificates of insurance, or other proof as may be requested by NOHFC, that confirms the insurance coverage as provided in Section 10.2. Further, upon request by NOHFC, the Employer shall make available to NOHFC a copy of each insurance policy.
- 10.4. Without limiting the terms of Subsection 7.1(e), if the Employer is subject to the *Workplace Safety and Insurance Act, 1997*, the Employer shall at all times throughout the employment of the Intern pay all amounts payable under such Act to the Workplace Safety and Insurance Board (WSIB) when they are due and, upon the request of NOHFC, shall deliver to NOHFC a copy of a current compliance certificate issued by the WSIB.

11. Termination on Notice

- 11.1. NOHFC may terminate this Agreement at any time and for any reason without liability, penalty, or costs upon giving at least 30 days' notice to the Employer.
- 11.2. If NOHFC terminates this Agreement pursuant to Section 11.1, NOHFC may cancel further instalments of the Contribution that would otherwise have been payable after the effective date of termination.

12. Repayment and Set Off

- 12.1. If the Employer owes any monies, including any portion of the Contribution, to NOHFC, whether or not their return or repayment has been demanded by NOHFC, such monies shall be deemed to be a debt due and owing to NOHFC by the Employer, and the Employer shall pay or return the amount to NOHFC immediately unless NOHFC directs otherwise. NOHFC may charge the Employer interest on any monies owing by the Employer at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 12.2. If the Employer is or becomes indebted to NOHFC under this or any other agreement between them, NOHFC shall have the right to set off the amount of such indebtedness against the amount owing to the Employer under this Agreement and to reduce the total amount of the Contribution payable to the Employer by such amount.

13. Acknowledgements

- 13.1. The Employer acknowledges that NOHFC is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario), as amended from time to time, and that any information provided to NOHFC in connection with the Position or otherwise in connection with this Agreement is subject to disclosure in accordance with that Act.
- 13.2. The Employer acknowledges that this Agreement is not an employment agreement, and that the Employer is not an agent, joint venturer, partner, or employee of NOHFC or any of its directors, officers, agents, advisors, or representatives, and the Employer shall not take any actions that could establish or imply such a relationship. The Employer further acknowledges that NOHFC has no responsibility for, no relationship with, and no liability for the actions of, the Intern.
- 13.3. The Employer acknowledges and confirms that it is solely responsible for the identification and recruitment of Eligible Candidates for the Position and the selection of the intern to fill the Position.
- 13.4. The Employer is responsible for any cost overruns related to the Position.

14. Notices

- 14.1. Any notices or communications to be given under this Agreement shall be in writing and shall be given by personal delivery, prepaid registered mail, courier service, fax, or e-mail and shall be addressed as follows (or as either party may otherwise designate to the other upon notice):

	NOHFC	EMPLOYER
Full Legal Name	Northern Ontario Heritage Fund Corporation	THE CORPORATION OF THE MUNICIPALITY OF CALVIN
Address	70 Foster Drive, Suite 200 Sault St. Marie, Ontario P6A 6V8	1355 Peddlers Drive, Mattawa Ontario P0H 1V0
Contact Name	John Guerard	Donna Maitland
	Executive Director	Chief Administrative Officer
Facsimile	1 (705) 945-6701	
E-mail	NOHFC.FinancialServicesUnit@ontario.ca	cao@calvintownship.ca

- 14.2. Notices given by personal delivery, registered mail, or courier shall be deemed to have been given and received on the day of actual delivery thereof or, if such day is not a business day, then on the first business day thereafter. Any notice given by fax or e-mail on a business day before 4:00 p.m. shall be deemed to have been given and received on such business day, and otherwise shall be deemed to have been given and received on the first business day following transmission.

15. Other Terms and Conditions

- 15.1. The rights and obligations of the Employer under this Agreement are not assignable to any other person without the prior written consent of NOHFC, which consent may be withheld in NOHFC's sole discretion.
- 15.2. This Agreement may only be amended by: (i) a written agreement duly executed by the parties, or (ii) e-mail transmission, where the proposed amendments to the Agreement are set out in an e-mail by an authorized representative of NOHFC and an authorized representative of the Employer indicates its acceptance of the amendments by return e-mail.
- 15.3. The failure or delay by NOHFC in exercising any right or remedy with respect to any breach of this Agreement by the Employer shall not operate as a waiver or release thereof or of any other right or remedy. Any waiver must be in writing and signed by NOHFC to be effective and shall be limited only to the specific breach waived.
- 15.4. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision and any invalid provision shall be deemed to be severed.
- 15.5. All rights and obligations contained in this Agreement will extend to and be binding on the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- 15.6. The rights and remedies of NOHFC under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.
- 15.7. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Any actions or proceedings arising in connection with this Agreement shall be conducted in Ontario.

- 15.8. The provisions of this Agreement marked as Article 1, Section 3.4(b), Section 3.5, Section 4.4, Section 4.5, Section 8.1, Sections 8.2(d) and (f), Article 9, Section 10.1, Section 11.2, Article 12, Article 13, Article 14, Section 15.3, Section 15.4, Section 15.5, Section 15.6, Section 15.7, Section 15.8, Section 15.9 and Section 15.10 and all applicable definitions used, and provisions and schedules cross-referenced therein, shall survive any expiry, termination, or cancellation of this Agreement and continue in full force and effect for a period of 7 years thereafter.
- 15.9. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 15.10. This Agreement may be executed by electronic signature and delivered by facsimile or e-mail transmission, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The words "execution," "signed," "signature," and similar words in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature.

[Signature page follows]

The parties have executed this Agreement as of the date first stated above.

**NORTHERN ONTARIO HERITAGE FUND
CORPORATION**

Name: John Guerard
Title: Executive Director

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

Name:
Title:

Name:
Title:

I/We have authority to bind the Employer.

SCHEDULE A

POSITION DETAILS**

A. POSITION DESCRIPTION

TITLE: Marketing and Communications Coordinator

DESCRIPTION:

- Write and edit community content for:
 - the development of an annual report
 - the development of quarterly newsletters
 - the development of social media platforms (website, Facebook, YouTube channel etc.)
- Create:
 - a bank of photography depicting the municipality's people, places and the activities they engage in
 - information, materials and video content to promote the community, its local businesses, the volunteer fire department's activities, the municipality's recreation assets
 - information, materials, depicting the municipality's landmarks and people of cultural and historical significance.
- Engage and manage public relationships
- Coordinate internal and external messaging, media and public relations

B. WORK TERM*

<p>START DATE:</p> <p>(INSERT INTERN'S ACTUAL START DATE ABOVE)</p>	<p>END DATE:</p> <p>THE DATE THAT IS 56 WEEKS AFTER THE START DATE.</p> <p>NOTE: WEEKS ARE COUNTED IN 7-DAY INTERVALS.</p>
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* **Note:** Start date cannot be earlier than **July 30, 2023**

C. FINANCIAL INFORMATION

NUMBER OF WEEKS OF WORK	NUMBER OF HOURS OF WORK PER WEEK	HOURLY PAY RATE	WEEKLY WAGES (NOT INCLUDING MERCs)	TOTAL WAGES (NOT INCLUDING MERCs)	MERCs ELIGIBLE AMOUNT (15% OF TOTAL WAGES)	TOTAL WAGES (INCLUDING MERCs)	MAXIMUM NOHFC CONTRIBUTION	NOHFC % OF ELIGIBLE COSTS
52	35	\$ 20.00	\$700.00	\$36,400.00	\$5,460.00	\$41,860.00	\$35,000.00	83.61%

** **Note:** Pursuant to Section 3.2, the Employer may not make any changes to the Position Details without NOHFC's prior written consent. For clarity, this includes not making any changes to the position description in Section A, the Work Term in Section B and the financial information in Section C of this Schedule A.



Corporation of the Municipality of Calvin

Council Resolution

Date: April 9, 2024

Resolution Number: 2024-172

Moved By: Councillor

Seconded By: Councillor

WHEREAS Council for the Corporation of the Municipality of Calvin, in 2023 approved the submission of an application for funding to NOHFC to hire a Community Builder through an internship program for a period of one year, with a municipal financial contribution of approximately \$7,000 (16.39%) of this position's total wage costs,

AND WHEREAS NOHFC confirms it wishes to provide financial assistance towards the eligible costs of the position in the form of a conditional contribution subject to the terms and conditions of a Contribution Agreement (7401662);

NOW THEREFORE be it resolved that Council for the Corporation of the Municipality of Calvin accepts to enter into an agreement with NOHFC and that it authorizes the CAO to proceed with carrying out a hiring plan for the Community Builder intern.

Results:

Recorded Vote:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Mayor Gould	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Moreton	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Latimer	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Grant	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Manson	<input type="checkbox"/>	<input type="checkbox"/>

CAO

From: NOHFC Financial Services Unit (MND) <NOHFC.FinancialServicesUnit@ontario.ca>
Sent: Monday, April 15, 2024 3:43 PM
To: CAO
Cc: People and Talent Team (MND)
Subject: 7401662 - Proposed Legal Agreement NOHFC
Attachments: 7401662 Proposed Legal Agreement.pdf

Attention: Donna Maitland, Chief Administrative Officer

Attached for your review is a legal agreement for the above noted file.

Once you've had a chance to review the agreement, please submit the following:

1. A filled out and signed Electronic Funds Transfer (EFT) Authorization Form (last page of the attached legal agreement), as well as a copy of a void cheque or a signed/stamped letter from the bank displaying your banking information and legal name.
2. The legal agreement:
 - a. With section B of Schedule A completed with the start date of the intern written in (*please wait until the intern is hired and has started in the position before filling in this date and returning the signed agreement*); and
 - b. Signed where designated by an authorized signing officer(s) of the Employer.

Once the documents outlined above are completed and signed, please submit all documents including all pages of the legal agreement to NOHFC.FinancialServicesUnit@ontario.ca.

Please note that the cover letter to your legal agreement contains a complete set of information regarding this process.

If you require any assistance, please continue to work with your project officer in the People and Talent team, who is copied on this email.

Thank you and have a lovely day,

Amber Pascall
Financial Officer



70 Foster Dr. Suite 200, Sault Ste. Marie, Ontario, P6A 6V8
📧@nohfc 🌐nohfc.ca

NOHFC File Number: 7401662

April 9, 2024

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

1355 Peddlers Drive,
Mattawa Ontario P0H 1V0
Attention: Donna Maitland, Chief Administrative Officer
E-mail: cao@calvintownship.ca

Dear Donna Maitland:

Enclosed are:

- The proposed contract between THE CORPORATION OF THE MUNICIPALITY OF CALVIN (the Employer) and Northern Ontario Heritage Fund Corporation (NOHFC)
- An electronic funds transfer (EFT) form

Please note that you need to have hired your intern and entered the intern's actual start date of the Work Term in Section B of Schedule A of the proposed contract prior to signing it. The Work Term may not commence prior to **July 29, 2023**. The Work Term will then run for 56 weeks after the start date that you insert. The intern must be provided with 52 weeks of paid work within the 56-week Work Term.

If you have not yet hired your intern, please hold onto this proposed contract until you have done so. If your intern has not started the internship by **March 26, 2025**, your funding approval will expire, NOHFC will not sign the proposed contract, and your file will be closed. However, you may submit a new funding application under the *People & Talent Program*, which will be evaluated in the normal course in accordance with NOHFC's usual guidelines and criteria.

Once you have hired your intern and entered the start date for the Work Term in Section B of Schedule A of the proposed contract, please return to NOHFC:

- The proposed contract, signed by an authorized signing officer(s) of the Employer
- Completed and signed EFT form
- Void cheque, or signed or stamped bank letter, to verify banking information

Please return the completed documents to NOHFC electronically by e-mail to NOHFC.FinancialServicesUnit@ontario.ca, no later than 30 days after the start date of the Work Term. If you require assistance to send your documents electronically, please [click here](#).

NOHFC will not disburse any funds until, among other requirements, a fully signed contract is in place and NOHFC has received the completed EFT form and satisfactory banking information.

For your records, one fully signed version of the contract will be returned to your organization after it is signed by NOHFC.

If you have any questions regarding your internship or need any of this documentation in a different format, please contact the People and Talent Team by telephone at 705-541-2109 or by e-mail at peopleandtalent@ontario.ca.

Sincerely,

A handwritten signature in black ink, appearing to read "John Guerard". The signature is written in a cursive style with a large initial "J" and a long, sweeping underline.

John Guerard
Executive Director
Enclosures

This **CONDITIONAL CONTRIBUTION AGREEMENT** is made effective as of the first day of the Work Term

B E T W E E N: **NORTHERN ONTARIO HERITAGE FUND CORPORATION**
a corporation existing under the laws of Ontario
(“**NOHFC**”)

A N D: **THE CORPORATION OF THE MUNICIPALITY OF CALVIN**
a municipality existing under the laws of Ontario
(the “**Employer**”)

WHEREAS the Employer wishes to obtain financial assistance from NOHFC to hire an intern to fill the Position, as more fully described herein;

AND WHEREAS NOHFC wishes to provide financial assistance towards the Eligible Costs of the Position in the form of a conditional contribution subject to the terms and conditions of this Agreement;

NOW THEREFORE in consideration of mutual promises and agreements contained in this Agreement and other good and valuable consideration, the parties agree as follows:

1. Interpretation

1.1. This agreement, together with:

Schedule A - Position Details;

Schedule B - Request for Reimbursement Form; and

Schedule C - Final Report;

and any agreement entered into as provided for in Section 15.2 having the effect of amending the foregoing,

(the “**Agreement**”) constitutes the entire agreement between the parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations, understandings and agreements.

1.2. In this Agreement, the following capitalized terms have the meanings set out below:

(a) “**Actual Wages**” means gross salary or wages paid by the Employer to the Intern for a maximum of 52 weeks of work during the Work Term, including statutory holiday pay, but excluding all MERCs;

(b) “**Contribution**” means the conditional contribution payable by NOHFC to the Employer in accordance with this Agreement;

(c) “**Eligible Candidate**” means an individual who:

(i) Intentionally deleted

- (ii) is either a new entrant into the workforce, is transitioning to a new career, or is unemployed or underemployed and is entering a new field,
- (iii) has not previously participated in NOHFC's People & Talent Program,
- (iv) is at least 18 years of age,
- (v) resides in Northern Ontario,
- (vi) is legally entitled to work in Canada, and
- (vii) unless NOHFC has granted its prior written consent otherwise, is not a child, sibling, parent or spouse of, or is not cohabitating with:
 - A. the Employer (if the Employer is an individual),
 - B. any person involved in the Employer's hiring procedures or the Employer's decision-making, which is deemed to include directors, officers and/or partners of the Employer and the supervisor of the Intern, or
 - C. any person who has an ownership interest in the Employer;
- (d) "**Eligible Costs**" means (i) the Actual Wages, and (ii) 15% of the Actual Wages, representing MERCs;
- (e) "**Final Report**" means a completed and duly executed final report in the form of Schedule C;
- (f) "**Intern**" means the Eligible Candidate hired to fill the Position through a fair and transparent selection process;
- (g) "**Maximum Funds**" means the maximum amount payable to the Employer under this Agreement, which is the lesser of:
 - (i) the NOHFC Percentage of Eligible Costs, and
 - (ii) the amount set out in the column entitled "Maximum NOHFC Contribution" in the table in Section C of Schedule A;
- (h) "**MERCs**" means mandatory employment related costs required to be paid or remitted by the Employer in accordance with applicable law (including mandatory minimum vacation pay, employer's contributions to employment insurance and the Canadian Pension Plan, employer health tax, and Workplace Safety and Insurance Board premiums), but excluding statutory holiday pay;
- (i) "**NOHFC Percentage**" means the percentage of Eligible Costs reimbursable by NOHFC under this Agreement, as set out in the column entitled "NOHFC % of Eligible Costs" in the table in Section C of Schedule A;
- (j) "**Northern Ontario**" means the territorial districts of Algoma, Cochrane, Kenora, Manitoulin, Nipissing, Parry Sound, Rainy River, Sudbury, Thunder Bay, and Timiskaming;
- (k) "**Position**" means the internship position described in Section A of Schedule A;

- (l) "**Position Details**" means all of the information contained on Schedule A which, for clarity, includes the internship position description in Section A, the Work Term in Section B, and the financial information in Section C;
- (m) "**Provincial Entity**" means His Majesty the King in right of Ontario or any "public entity" (as defined in the *Financial Administration Act* (Ontario) R.S.O. 1990, c. F.12);
- (n) "**Request for Reimbursement**" means a request for the disbursement of a portion of the Contribution to reimburse Eligible Costs, which request is completed and duly executed in the form of Schedule B, and is accompanied by documentation satisfactory to NOHFC evidencing the payment of the Intern's gross salary or wages claimed for the period covered in the request for reimbursement form;
- (o) "**Reports**" means any information, including accounts, data, and projections, as NOHFC may request from time to time, but excludes the Final Report; and
- (p) "**Work Term**" means the term of the Position set out in Section B of Schedule A.

1.3. For the purpose of interpretation:

- (a) the words "include", "includes", and "including" are used to indicate nonexclusive examples and not that the parties intended such examples to be an exhaustive list; and
- (b) any reference to dollars or currency shall be to Canadian dollars or currency.

2. Term

- 2.1. The term of this Agreement shall commence as of the first day of the Work Term and shall expire (unless terminated earlier in accordance with its terms) after all of the following have occurred: (i) receipt by NOHFC of the final Request for Reimbursement and Final Report (each in form and substance satisfactory to NOHFC); and (ii) NOHFC has made its final disbursement of funds under this Agreement.

3. Position and Hiring

- 3.1. The Employer shall hire, employ and pay the Intern for 52 weeks during the Work Term. At all times, the Employer shall remain responsible for training, supervising, and paying the Intern.
- 3.2. The Employer shall not make any changes to the Position Details without the prior written consent of NOHFC.
- 3.3. The Employer shall provide direct, onsite supervision to the Intern unless NOHFC provides its prior written consent to an alternative arrangement.
- 3.4. If the Intern will no longer be working in the Position at any time prior to having completed 52 weeks of paid work, the Employer:
 - (a) shall notify NOHFC promptly, and advise of the Intern's departure date;

- (b) shall submit a final Request for Reimbursement and a Final Report in respect of the Intern (in form and substance satisfactory to NOHFC) within 30 days of the Intern's departure date; and
 - (c) if the Position becomes vacant before the Intern has completed 9 months of paid work and no Event of Default (as defined in Section 8.1 below) has occurred and is continuing, may, within 30 days of the Intern's departure date, request funding for a replacement intern for the Position, and NOHFC will evaluate and consider such request in its sole discretion.
- 3.5. The Contribution shall be acknowledged by the Employer on all reports, press releases, public statements, and publications pertaining to the Position or the Intern.

4. Contribution

- 4.1. Subject to the terms and conditions of this Agreement, NOHFC shall provide the Contribution to reimburse the Employer for Eligible Costs up to the amount of the Maximum Funds.
- 4.2. Subject to the terms and conditions of this Agreement, the Contribution shall be provided as follows:
- (a) The Contribution will be disbursed in two instalments, each such instalment relating to Eligible Costs claimed for 26 weeks of paid work, provided that NOHFC has received (in form and substance satisfactory to NOHFC) the following items in respect of each request for a disbursement of the Contribution:
 - (i) a Request for Reimbursement;
 - (ii) a Final Report, if such request is the final request for disbursement; and
 - (iii) any other Reports requested by NOHFC.
 - (b) Notwithstanding Subsection 4.2(a), NOHFC may, in its sole and absolute discretion, increase the number of instalments in which it disburses the Contribution to the Employer (which, for greater certainty, shall in no way increase the amount of the Contribution), and may require the Employer to submit additional Requests for Reimbursement or Reports as conditions precedent to disbursing funds in such manner.
- 4.3. Subject to the terms and conditions of this Agreement, NOHFC shall deposit the funds electronically into an account designated by the Employer in writing, provided that the account resides at a Canadian financial institution and is in the name of the Employer. Notwithstanding the foregoing, NOHFC may, in its sole and absolute discretion, issue a cheque in the Employer's name as an alternative to the electronic deposit of funds.
- 4.4. The Employer shall notify NOHFC if the Employer receives any government funding towards the Eligible Costs from sources other than NOHFC. NOHFC may in its discretion reduce the amount of the Contribution by an amount equal to the amount of any additional government funding received by the Employer.

- 4.5. If the Employer for any reason receives funds from NOHFC in excess of what is provided for in this Agreement, the excess amount shall be a debt due and repayable by the Employer to NOHFC in accordance with Section 12.1 of this Agreement.

5. Reports

- 5.1. The Employer shall prepare and submit to NOHFC (in form and substance satisfactory to NOHFC):
- (a) a Final Report within 60 days of the end of the Work Term; and
 - (b) any other Reports requested by NOHFC.

6. Conditions Precedent to Disbursement

- 6.1. NOHFC's obligation to provide any disbursement of the Contribution under this Agreement is subject to the satisfaction of the following conditions precedent (in form and substance satisfactory to NOHFC):
- (a) NOHFC shall have received copies of the insurance certificate(s) as required by Section 10.3 and other documents as may be requested in Article 10;
 - (b) NOHFC shall have received such information about the Intern as it may reasonably require (but not any personal information, as defined in the *Freedom of Information and Protection of Privacy Act* (Ontario), unless the disclosure of such personal information has been consented to by the Intern), including any declaration or certification forms from the Intern and/or the Employer that NOHFC may require in order to verify that the Intern is an Eligible Candidate; and
 - (c) NOHFC shall have received a completed electronic funds transfer form authorizing NOHFC to deposit the funds into the Employer's designated bank account by way of electronic funds transfer.

7. Representations, Warranties, and Covenants

- 7.1. The Employer represents, warrants, and covenants that:
- (a) it has hired the Intern through a fair and transparent selection process, which includes having publicly posted the job advertisement for the internship, and it will provide a copy of the publicly posted job advertisement to NOHFC at its request;
 - (b) it is, and shall remain during the term of this Agreement, a validly existing legal entity with full power to enter into and fulfill its obligations under this Agreement, and it has taken all necessary action to authorize the execution, delivery, and performance of this Agreement;
 - (c) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to fulfill its obligations under the Agreement;
 - (d) all information provided in, or in support of, the Employer's application to NOHFC for funding related to this Agreement was, and shall remain during the term of this Agreement, true and complete in all material respects;

- (e) it is, and shall remain during the term of this Agreement, in compliance with any and all laws, statutes, by-laws, ordinances, decrees, requirements, directives, orders, judgments, licenses, permits, codes, regulations, rules or other items having the force of law, and any applicable determinations, interpretations, rulings, orders, or decrees of any governmental authority or arbitrator that are legally binding at the time; and
- (f) it is, and shall remain during the term of this Agreement, in compliance with all of its obligations to pay or remit, as required, MERCs to the applicable persons or authorities as contemplated by law.

8. Default

8.1. Each of the following constitutes an “**Event of Default**” under this Agreement:

- (a) if the Employer becomes bankrupt or insolvent, goes into receivership, or becomes the subject of any proceeding under, or applies for the benefit of, any statute relating to bankrupt or insolvent debtors, or in the sole opinion of NOHFC, otherwise faces serious financial difficulty;
- (b) an order is made, or resolution passed, for the winding up of the Employer, or the Employer is dissolved or, in the sole opinion of NOHFC, the nature of the Employer’s operations change such that the Employer no longer meets one or more of the applicable eligibility requirements of the NOHFC program under which it applied;
- (c) the Employer ceases to operate in Northern Ontario;
- (d) in the sole opinion of NOHFC, the Employer has submitted false or misleading information to NOHFC, or otherwise makes a misrepresentation to NOHFC, including in connection with the Employer’s application for funding, in a Request for Reimbursement, or at any other time;
- (e) if any representation or warranty provided to NOHFC (herein or otherwise, including in connection with the Employer’s application for funding) by, or on behalf of, the Employer is incorrect in any material respect on the date on which such representation or warranty was made;
- (f) if, in the sole opinion of NOHFC, the Employer breaches any covenant, or any other term or condition of this Agreement;
- (g) the Employer fails to comply with any term, condition, or obligation under any other agreement with NOHFC or a Provincial Entity; or
- (h) in the sole opinion of NOHFC, there is a material adverse change in risk.

8.2. Following the occurrence of any Event of Default, NOHFC may:

- (a) immediately suspend its obligation to make any further disbursements of the Contribution;
- (b) reduce the Maximum Funds;
- (c) cancel all further disbursements of the Contribution;

- (d) demand the repayment of an amount equal to that portion of the Contribution that NOHFC provided to the Employer;
- (e) terminate this Agreement without liability, penalty, or costs to NOHFC, which termination may take effect at any time specified by notice, including immediately; and/or
- (f) exercise any other rights or remedies available to it under applicable law.

Additionally, the Employer acknowledges that NOHFC may consider the Employer's performance of this Agreement, or any Event of Default hereunder, in connection with its evaluation of any future applications by the Employer or related parties for NOHFC funding.

9. Records and Monitoring

- 9.1. The Employer shall maintain, for a period of 7 years after the creation thereof, all records (both financial and non-financial, including invoices, books of account, and evidence of payment or remittance, as applicable, of Eligible Costs) relating to this Agreement, the Position Details, or the Intern in a manner consistent with generally accepted accounting procedures.
- 9.2. NOHFC, its authorized representatives or an independent auditor identified by NOHFC may, at its own expense, upon 24 hours' notice to the Employer and during normal business hours, enter upon the Employer's premises and the Intern's work site to review the progress of the Position and the Employer's expenditure of the Contribution, and for these purposes NOHFC, its authorized representatives or an independent auditor identified by NOHFC, may:
 - (a) inspect and copy the records and documents referred to above; and
 - (b) conduct an audit or investigation of the Employer in respect of the expenditure of the Contribution and/or the hiring, training, supervision and payment of the Intern.
- 9.3. To assist in respect of the rights set out above, the Employer shall disclose any information reasonably requested by NOHFC, its authorized representatives or an independent auditor identified by NOHFC, and shall do so in a form reasonably requested by NOHFC, its authorized representatives or an independent auditor identified by NOHFC, as the case may be.
- 9.4. For greater certainty, NOHFC's audit rights in this Agreement are in addition to any rights provided to the Auditor General pursuant to the *Auditor General Act* (Ontario).
- 9.5. If NOHFC or the Auditor General of Ontario believes that there are inaccuracies in or inconsistencies between any information submitted to NOHFC and the Employer's financial records and books of account, NOHFC or the Auditor General of Ontario may request, and the Employer shall provide at its own expense, an audit report from a public accountant licensed under the laws of Ontario. The audit report shall be satisfactory to NOHFC and/or the Auditor General of Ontario, as applicable, in form and content, and address:
 - (a) the Contribution received to date;
 - (b) the Eligible Costs incurred by the Employer to date;

- (c) whether the Eligible Costs were incurred in accordance with this Agreement; and
- (d) other financial information pertaining to this Agreement as may be reasonably specified in the request.

9.6. No provision of this Agreement shall be construed to give NOHFC any control whatsoever over the Employer's records or documents.

10. Indemnity and Insurance

- 10.1. The Employer shall indemnify and hold harmless Northern Ontario Heritage Fund Corporation and each of its officers, directors, advisors, agents, and representatives from and against any and all liability, losses, costs, damages, and expenses (including legal, expert, and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with this Agreement or otherwise in respect of the Employer, the Intern or the Position.
- 10.2. The Employer represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense (with insurers having a secure A.M. Best rating of B+ or greater or the equivalent), and that it has, and shall for the term of the Agreement, comply with the requirements of, all the necessary and appropriate insurance that a prudent person carrying out obligations similar to the obligations required of the Employer under this Agreement would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence, which commercial general liability policy shall include:
- (a) Northern Ontario Heritage Fund Corporation and each of its officers, directors, advisors, agents, and representatives as additional insureds with respect to liability arising in the course of performance of the Employer's obligations under, or otherwise in connection with, this Agreement;
 - (b) a cross-liability clause;
 - (c) contractual liability coverage; and
 - (d) a thirty (30) day written notice of cancellation or material change.
- 10.3. The Employer shall provide NOHFC with valid certificates of insurance, or other proof as may be requested by NOHFC, that confirms the insurance coverage as provided in Section 10.2. Further, upon request by NOHFC, the Employer shall make available to NOHFC a copy of each insurance policy.
- 10.4. Without limiting the terms of Subsection 7.1(e), if the Employer is subject to the *Workplace Safety and Insurance Act, 1997*, the Employer shall at all times throughout the employment of the Intern pay all amounts payable under such Act to the Workplace Safety and Insurance Board (WSIB) when they are due and, upon the request of NOHFC, shall deliver to NOHFC a copy of a current compliance certificate issued by the WSIB.

11. Termination on Notice

- 11.1. NOHFC may terminate this Agreement at any time and for any reason without liability, penalty, or costs upon giving at least 30 days' notice to the Employer.
- 11.2. If NOHFC terminates this Agreement pursuant to Section 11.1, NOHFC may cancel further instalments of the Contribution that would otherwise have been payable after the effective date of termination.

12. Repayment and Set Off

- 12.1. If the Employer owes any monies, including any portion of the Contribution, to NOHFC, whether or not their return or repayment has been demanded by NOHFC, such monies shall be deemed to be a debt due and owing to NOHFC by the Employer, and the Employer shall pay or return the amount to NOHFC immediately unless NOHFC directs otherwise. NOHFC may charge the Employer interest on any monies owing by the Employer at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 12.2. If the Employer is or becomes indebted to NOHFC under this or any other agreement between them, NOHFC shall have the right to set off the amount of such indebtedness against the amount owing to the Employer under this Agreement and to reduce the total amount of the Contribution payable to the Employer by such amount.

13. Acknowledgements

- 13.1. The Employer acknowledges that NOHFC is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario), as amended from time to time, and that any information provided to NOHFC in connection with the Position or otherwise in connection with this Agreement is subject to disclosure in accordance with that Act.
- 13.2. The Employer acknowledges that this Agreement is not an employment agreement, and that the Employer is not an agent, joint venturer, partner, or employee of NOHFC or any of its directors, officers, agents, advisors, or representatives, and the Employer shall not take any actions that could establish or imply such a relationship. The Employer further acknowledges that NOHFC has no responsibility for, no relationship with, and no liability for the actions of, the Intern.
- 13.3. The Employer acknowledges and confirms that it is solely responsible for the identification and recruitment of Eligible Candidates for the Position and the selection of the intern to fill the Position.
- 13.4. The Employer is responsible for any cost overruns related to the Position.

14. Notices

- 14.1. Any notices or communications to be given under this Agreement shall be in writing and shall be given by personal delivery, prepaid registered mail, courier service, fax, or e-mail and shall be addressed as follows (or as either party may otherwise designate to the other upon notice):

	NOHFC	EMPLOYER
Full Legal Name	Northern Ontario Heritage Fund Corporation	THE CORPORATION OF THE MUNICIPALITY OF CALVIN
Address	70 Foster Drive, Suite 200 Sault St. Marie, Ontario P6A 6V8	1355 Peddlers Drive, Mattawa Ontario P0H 1V0
Contact Name	John Guerard	Donna Maitland
	Executive Director	Chief Administrative Officer
Facsimile	1 (705) 945-6701	
E-mail	<u>NOHFC.FinancialServicesUnit</u> <u>@ontario.ca</u>	cao@calvintownship.ca

- 14.2. Notices given by personal delivery, registered mail, or courier shall be deemed to have been given and received on the day of actual delivery thereof or, if such day is not a business day, then on the first business day thereafter. Any notice given by fax or e-mail on a business day before 4:00 p.m. shall be deemed to have been given and received on such business day, and otherwise shall be deemed to have been given and received on the first business day following transmission.

15. Other Terms and Conditions

- 15.1. The rights and obligations of the Employer under this Agreement are not assignable to any other person without the prior written consent of NOHFC, which consent may be withheld in NOHFC's sole discretion.
- 15.2. This Agreement may only be amended by: (i) a written agreement duly executed by the parties, or (ii) e-mail transmission, where the proposed amendments to the Agreement are set out in an e-mail by an authorized representative of NOHFC and an authorized representative of the Employer indicates its acceptance of the amendments by return e-mail.
- 15.3. The failure or delay by NOHFC in exercising any right or remedy with respect to any breach of this Agreement by the Employer shall not operate as a waiver or release thereof or of any other right or remedy. Any waiver must be in writing and signed by NOHFC to be effective and shall be limited only to the specific breach waived.
- 15.4. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision and any invalid provision shall be deemed to be severed.
- 15.5. All rights and obligations contained in this Agreement will extend to and be binding on the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- 15.6. The rights and remedies of NOHFC under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.
- 15.7. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Any actions or proceedings arising in connection with this Agreement shall be conducted in Ontario.

- 15.8. The provisions of this Agreement marked as Article 1, Section 3.4(b), Section 3.5, Section 4.4, Section 4.5, Section 8.1, Sections 8.2(d) and (f), Article 9, Section 10.1, Section 11.2, Article 12, Article 13, Article 14, Section 15.3, Section 15.4, Section 15.5, Section 15.6, Section 15.7, Section 15.8, Section 15.9 and Section 15.10 and all applicable definitions used, and provisions and schedules cross-referenced therein, shall survive any expiry, termination, or cancellation of this Agreement and continue in full force and effect for a period of 7 years thereafter.
- 15.9. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 15.10. This Agreement may be executed by electronic signature and delivered by facsimile or e-mail transmission, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The words "execution," "signed," "signature," and similar words in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature.

[Signature page follows]

The parties have executed this Agreement as of the date first stated above.

**NORTHERN ONTARIO HERITAGE FUND
CORPORATION**

Name: John Guerard
Title: Executive Director

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

Name:
Title:

Name:
Title:

I/We have authority to bind the Employer.

SCHEDULE A

POSITION DETAILS**

A. POSITION DESCRIPTION

TITLE: Community Builder

DESCRIPTION:

- Community outreach to determine citizens' arts/culture, recreation and leisure program desires
- Identify local citizen talents, and leaders to establish a motivated team of volunteers who will assist with the delivery of programs
- Identify opportunities for intergenerational programs where sharing and learning with and from each other can take place (for example, from computer and gaming skills, to gardening and woodworking)
- Liaise with arts/culture, recreation and leisure service providers, indigenous organizations and others in neighbouring communities to establish partnerships and best practices in and for the municipality
- Coordinate, plan and implement arts/culture, recreation and leisure programs for youth, teens and seniors

B. WORK TERM*

<p>START DATE:</p> <p>(INSERT INTERN'S ACTUAL START DATE ABOVE)</p>	<p>END DATE:</p> <p>THE DATE THAT IS 56 WEEKS AFTER THE START DATE.</p> <p>NOTE: WEEKS ARE COUNTED IN 7-DAY INTERVALS.</p>
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* Note: Start date cannot be earlier than **July 29, 2023**

C. FINANCIAL INFORMATION

NUMBER OF WEEKS OF WORK	NUMBER OF HOURS OF WORK PER WEEK	HOURLY PAY RATE	WEEKLY WAGES (NOT INCLUDING MERCs)	TOTAL WAGES (NOT INCLUDING MERCs)	MERCs ELIGIBLE AMOUNT (15% OF TOTAL WAGES)	TOTAL WAGES (INCLUDING MERCs)	MAXIMUM NOHFC CONTRIBUTION	NOHFC % OF ELIGIBLE COSTS
52	35	\$ 20.00	\$700.00	\$36,400.00	\$5,460.00	\$41,860.00	\$35,000.00	83.61%

**** Note:** Pursuant to Section 3.2, the Employer may not make any changes to the Position Details without NOHFC's prior written consent. For clarity, this includes not making any changes to the position description in Section A, the Work Term in Section B and the financial information in Section C of this Schedule A.



Corporation of the Municipality of Calvin Council Resolution

Date: April 30, 2024

Resolution Number: 2024-173

Moved By: Councillor

Seconded By: Councillor

Whereas BDO, the Municipal Auditor identified and submitted to the Municipality correspondence outlining matters of interest to management relating to 2022 fiscal year accounting and documentation practices of past staff/management/council,

And whereas the Mayor requested this information be brought forward to Council for their information,

Now therefore be it resolved that Council receive correspondence from BDO dated March 22, 2024 outlining these matters.

Results:

Recorded Vote:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Mayor Gould	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Moreton	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Latimer	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Grant	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Manson	<input type="checkbox"/>	<input type="checkbox"/>



Tel: 705-495-2000
Fax: 705-495-2001
Toll free: 1-800-461-6324
www.bdo.ca

BDO Canada LLP
101 McIntyre Street West
Suite 301
North Bay, Ontario, P1B 6X7

March 22, 2024

The Corporation of the Municipality of Calvin
1355 Peddler's Drive RR#2
Mattawa, Ontario P0H 1V0

Dear Donna Maitland

During the course of our audit of the financial statements of The Corporation of the Municipality of Calvin for the year ended December 31, 2022, we identified matters which may be of interest to management. The objective of an audit is to obtain reasonable assurance whether the financial statements are free of any material misstatement and it is not designed to identify matters that may be of interest to management in discharging its responsibilities. Accordingly an audit would not usually identify all such matters.

The comments and concerns expressed herein did not have a material effect on the municipality's financial statements and, as such, our opinion thereon was without reservation. However, in order for the municipality to ensure the safeguarding of its assets and the accuracy of its records, we believe our comments and concerns should be taken into consideration by management. Our comments are not intended to reflect upon the honesty or competence of the municipality's employees.

The matters we have identified are discussed in Appendix 1.

This communication is prepared solely for the information of management and is not intended for any other purposes. We accept no responsibility to a third party who uses this communication.

We would like to express our appreciation for the cooperation and assistance which we received during the course of our audit from Donna Maitland.

We shall be pleased to discuss with you further any matters mentioned in this report at your convenience.

Yours truly,

Dean Decaire, CPA, CA
Partner
BDO Canada LLP
Chartered Professional Accountants, Licensed Public Accountants



Appendix 1

Issue #1: Bank reconciliations are not completed on a timely basis

Implication:

Accounts are not being reconciled in a timely fashion and not reviewed by management in all cases, which could result in errors along with limitations in the ability of the Municipality to management cash flow.

Recommendation:

Bank reconciliations should be a part of an end-of-month process and completed in a timely fashion to ensure all transactions are recorded accurately, with clear review by someone other than the preparer.

Issue #2: Timely completion of Funding Applications

Implication:

It was noted during the audit that capital projects were completed in prior years with the help of funding from government but application for grant reimbursement were not submitted until after the completion date. This creates a risk that funding will not be obtained if grant applications due not meet government timing requirements.

Recommendation:

All applications be completed accurately and on a timely basis.

Issue #3: HST returns not completed accurately or in a timely fasion

Implication:

Failure to complete the return in a timely manner can create errors in the return process and increases the risk of error. This also impacts the cash flow of the Municipality as rebates are not received in a timely fashion.

Recommendation:

HST returns be completed on a timely basis once the underlying financial transactions have been recorded.

Issue #4: Taxation receivable collection not being completed

Implication:

There have been only limited attempts related to collection of outstanding taxes owed to the Municipality. Any taxation amounts that are not collectible would need be recouped in a tax sale or adjusted as uncollectible in the records of the Municipality.

Recommendation:

Actively purse collection on overdue balances, possibly using tax sales if required.



Issue #5: Gas tax funds not being utilized

Implication:

Gas tax funds must be spent in a timely manner or risk being returned.

Recommendation:

Council and management work to spend gas tax dollars in compliance with approved projects to ensure funds are fully utilized before expiration.

Issue #6: Landfill obligation reporting not up to date

Implication:

Municipalities are required to have a capacity and post-closure report done every three years to ensure that the obligation is accurate, complete and properly disclosed in the audited financial statements. Without these updated engineering reports, the information of the landfill, such as the capacity, the life expectancy, and the closure costs may not be accurate.

Recommendation:

Obtain an updated landfill report from an engineering firm.

Issue #7: Tracking sick leave and vacation pay is not happening in all instances

Implication:

Sick leave and vacation pay liabilities not being properly maintained and employees entitlement not accurate, which limits the ability of management and Council to plan and budget payroll costs accurately.

Recommendation:

Payroll processes in place to properly control and record sick and vacation time and to ensure that sick and vacation days owed to employees do not exceed the collective agreement and are accurately tracked and recorded.

Issue #8: Approval of invoices prior to cheque and EFT authorization not occurring in all instances

Implication:

Invoices received are not approved by management prior to payment in all instances. Limited review of invoices could result in errors in payments or fraudulent activity. EFT transfers are not being authorized by two individuals prior to payment and could result in errors or payments to fictitious suppliers and vendors.

Recommendation:

When invoices are received, they should be reviewed and approved by the appropriate manager prior to initiating the invoice for payment. All disbursements (EFT or cheque) to be signed off by two authorized signers.



Issue #9: Accounting Software not being utilized

Implication:

Inaccurate accounting records and documentation of the Municipality's financial activity will result if proper use of the accounting software is not completed in all instances.

Recommendation:

Treasurer and all appropriate staff need to be trained on the accounting software used by the Municipality and financial reporting should be done on a regular basis and reviewed by Mayor and Council.



Corporation of the Municipality of Calvin Council Resolution

Date: April 30, 2024

Resolution Number: 2024-174

Moved By: Councillor

Seconded By: Councillor

Whereas under section 373(1) of the Municipal Act, 2001, a municipality may register a tax arrears certificate against title to land where realty taxes have not been paid for two years,

And whereas on the heels of their audit of the 2022 fiscal year, at an open Council meeting in January 2024, and in a subsequent management letter issued to the Municipality, BDO, auditors for the Municipality identified that in 2022 “there have been only limited attempts related to the collection of outstanding taxes owed to the Municipality...” and recommended the Municipality “actively pursue collection on overdue balances possibly using tax sales if required.”,

And whereas unpaid taxes impact the municipality’s financial health, its borrowing capacity, can create cash flow problems for the municipality or result in higher tax rates to fund uncollectable taxes or tax write-offs, tax rates and increases borne by those who do pay their taxes on time,

And whereas the Municipality is obligated to and does pay school board taxes on behalf of all its property owners, whether or not they keep their tax payments current,

And whereas since late 2023, tax balance notices have been sent to all property owners who were in tax arrears for years 2023, 2022 and prior years two times,

And whereas while this did result in near \$10,000 of unpaid taxes being recovered, in spite of reminders sent to all property owners in tax arrears, the balance of unpaid taxes as of April 25, 2024 is over \$110,000 for 2022 and prior years, and is approaching \$100,000 for the year 2023,

And whereas registering a tax arrears certificate against title to land is not a collection avenue this Council desires to take, but one it must, when necessary, to meet its own financial obligations and to honor those who do pay their taxes on time,

Now therefore be it resolved that Council for the Corporation of the Municipality direct staff to send a notice of arrears to all property owners who are in arrears two years or more requesting they contact the office to set up a formal payment plan while keeping current this year's tax payments; a payment plan which will see all 2022 and prior year overdue taxes paid off within one year.

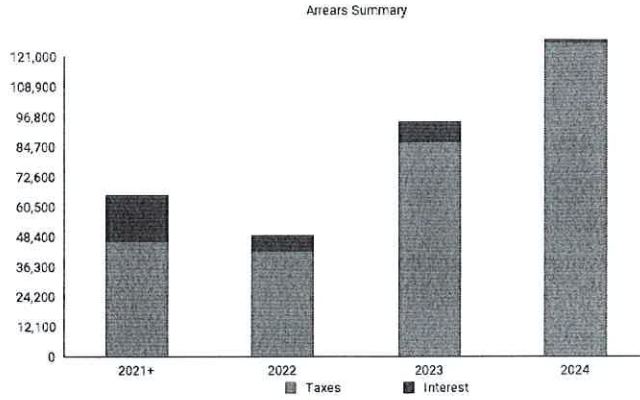
And furthermore, if payment in full is not received and/or written and signed payment arrangement have not been made and agreed to within 90 days of the notice being served, and or the payment plan as agreed upon is not thereafter honored, staff is directed to proceed with registering a tax arrears certificate against the property which would initiate tax sale proceedings.

And furthermore, that staff continue to carry out activities necessary to collect all tax arrears for the 2023 and current year.

Results:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Mayor Gould	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Grant	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Latimer	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Manson	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Moreton	<input type="checkbox"/>	<input type="checkbox"/>

Municipality of Calvin Arrears Summary
 Produced on 2024-04-24



Tax Year	Taxes	Credits	Total Taxes	Interest	Non-Levy Items	Total
2024	126,480.15	-7,289.35	119,190.80	1,174.49	0.00	120,365.29
2023	86,378.18	0.00	86,378.18	8,151.18		94,529.36
2022	42,256.54	0.00	42,256.54	6,406.75		48,663.29
2021+	46,691.38	0.00	46,691.38	18,175.91		64,867.29
Totals	301,806.25	-7,289.35	294,516.90	33,908.33	0.00	328,425.23

Breakdown of current taxes: 119,190.80				
Interim	Final	Suppl	Credit	Total
Install 1	Install 1			
126,480.15	0.00	0.00	-7,289.35	119,190.80



Corporation of the Municipality of Calvin Council Resolution

Date: April 30, 2024

Resolution Number: 2024-175

Moved By: Councillor

Seconded By: Councillor

Whereas the Provincial Government has declared Tuesday May 14, 2024 as Provincial Day of Action on Litter, a day for everyone across the province – citizens, municipalities and businesses, to unite under the common cause of creating a greener, cleaner, more sustainable environment for ourselves and for future generations.

Now therefore be it resolved that,

In recognition of the Provincial Day of Action on Litter, Council for the Corporation of the Municipality of Calvin declares Tuesday May 14, 2024 as “Calvin Clean Up Day” and Calvin Residents who participate in a roadside clean up, can drop off bagged waste and tires that they have gathered – items that would normally be accepted at the landfill -- without impact on their annual bag limit of 104 bags per year.

And furthermore that,

Citizens are encouraged to participate in a friendly neighbourhood cleanup, to bring the items they have collected to the landfill on May 14th, and, if they wish, submit photos of their clean-up activities to administration@calvintownship.ca for sharing and distribution.

Results:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Mayor Gould	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Grant	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Latimer	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Manson	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Moreton	<input type="checkbox"/>	<input type="checkbox"/>

From: Minister, MECP (MECP) <Minister.MECP@ontario.ca>

Sent: Monday, April 8, 2024 10:09 AM

Cc: Act ON Litter (MECP) <ActONLitter@ontario.ca>

Subject: Helpful Resources for the Provincial Day of Action on Litter - (May 14, 2024) | Ressources utiles pour la Journée provinciale d'action contre les détritrus (14 mai 2024)

Good morning,

Below please find an email that was sent to your Head of Council.

Ontario is gearing up for the **fifth annual Provincial Day of Action on Litter**, taking place on **Tuesday, May 14, 2024**. This is a day for everyone across the province – citizens, municipalities and

businesses – to unite under the common cause of creating a greener, cleaner and more sustainable environment for ourselves and for future generations.

To help make this year's Day of Action on Litter a success, we are seeking your support with the following activities:

1. **Promote** public participation in a local cleanup to celebrate the Day of Action on Litter and educate others on the impact of litter and waste. Please consult our [Day of Action on Litter Toolkit](#) for helpful tips and resources, including access to promotional photos and videos that you can share on your social media channels in the weeks leading up to the event.
2. **Host** a litter cleanup on or around the Day of Action on Litter - Tuesday, May 14, 2024, and invite the public, volunteers, employees or members to participate. Here are some ideas to help boost cleanup participation:
 - [Organize a friendly cleanup competition](#). Divide your cleanup crew into teams and compete for awards like Best Team Spirit or Most Unique Item Collected. Consider organizing a multi-day cleanup competition among municipalities, businesses or organizations in your region.
 - [Team up with your neighbours!](#) Partner with your municipality, a local organization or business and offer communication, coordination, cleanup supplies or other support to encourage people to get involved. This could also be a great way to increase your brand visibility.
3. **Share and promote** use of the [Litter Cleanup Guides](#) and [Litter Cleanup Reporting Form](#) to others who may be interested in coordinating their own cleanup events:
 - Our [Litter Cleanup Guides](#) include information on how to organize a safe, successful litter cleanup and a form for participants to track what they collect during their cleanup.

Please note the cleanup guides remind participants of potential municipal requirements, such as: confirming whether a permit is required to clean up a certain area or seeking a litter disposal method.

- Our [Litter Cleanup Reporting Form](#) is where participants can submit information about their cleanups with us. This information will help us better understand litter in our environment and may help inform future government decision making. To show our gratitude for your actions and support, we will email you a Certificate of Participation when you share with us the details of your cleanup activity using the [Litter Cleanup Reporting Form](#) or by emailing cleanup information to actONlitter@ontario.ca.
4. On the Day of Action on Litter, **post** before and after pictures of your cleanup site on your social media accounts to document your team's progress, using the hashtag #actONlitter.

Please keep an eye out for shareable social posts on our social media accounts (@ONenvironment on [Facebook](#), [X/Twitter](#), [LinkedIn](#) and [Instagram](#)) and follow the #actONlitter hashtag. In past years, our Day of Action on Litter posts reached up to 3.1 million people — help us continue to build awareness and encourage action!

On May 14, let's get our communities outside and taking part in litter cleanups on our streets, parks and lakefronts. By working together, we **can** make a difference, helping keep land and waterways clean, contributing to a safer and healthier province now and for future generations.

If you have any questions, please reach out to actONlitter@ontario.ca or visit www.ontario.ca/actONlitter for more great tips and information.

Thank you for your support and for contributing to a cleaner environment.

Andrea Khanjin
Minister of the Environment, Conservation and Parks

Bonjour,

Vous trouverez ci-dessous un courriel qui a été envoyé au président de votre conseil.

L'Ontario se prépare à la **cinquième Journée provinciale annuelle d'action contre les débris** qui aura lieu le **mardi 14 mai 2024**. Cette journée est l'occasion pour tous les habitants de la province, citoyens, municipalités et entreprises, de s'unir autour d'une cause commune, soit celle de créer un environnement plus vert, plus propre et plus durable pour nous maintenant et pour les générations futures.

Pour contribuer à la réussite de la Journée d'action contre les débris de cette année, nous vous demandons votre soutien pour les activités suivantes :

1. **Promouvoir** la participation du public à un nettoyage local pour célébrer la Journée d'action contre les débris et sensibiliser les gens à l'impact de la pollution et des déchets. Veuillez consulter notre [boîte à outils pour la Journée d'action contre les débris](#) pour obtenir des conseils et des ressources utiles, y compris l'accès à des photos et des vidéos promotionnelles que vous pouvez partager sur vos canaux de médias sociaux dans les semaines précédant l'évènement.
2. **Organiser** un nettoyage des déchets pendant ou autour de la Journée d'action contre les débris, qui a lieu le mardi 14 mai 2024, et inviter le public, les bénévoles, les employés ou les membres à y participer. Voici quelques idées pour stimuler la participation au nettoyage :
 - [Organisez une compétition amicale de nettoyage](#). Divisez votre équipe de nettoyage en plusieurs équipes qui se disputeront des prix comme celui du meilleur esprit d'équipe ou de l'objet le plus unique collecté. Envisagez d'organiser une compétition de nettoyage de plusieurs jours entre les municipalités, les entreprises ou les organisations de votre région.
 - [Faites équipe avec vos voisins!](#) Associez-vous à votre municipalité, à une organisation locale ou à une entreprise et offrez des services de communication, de coordination, des fournitures de nettoyage ou d'autres formes de soutien afin d'encourager les gens à participer. C'est aussi un excellent moyen d'accroître la visibilité de votre marque.
3. Partagez et encouragez l'utilisation des [Guides pour le ramassage des débris](#) et du [Formulaire de rapport sur le ramassage de débris](#) avec d'autres personnes qui pourraient être intéressées par la coordination de leurs propres activités de nettoyage:
 - Nos [guides pour le ramassage des débris](#) incluent des informations sur la manière d'organiser un nettoyage des débris sécuritaire et réussi, ainsi qu'un formulaire

permettant aux participants de faire le suivi de ce qu'ils ont ramassé au cours de leur nettoyage.

Veillez noter que les guides pour le ramassage rappellent aux participants les exigences municipales potentielles, telles que : confirmer si un permis est nécessaire pour nettoyer une certaine zone ou chercher une méthode d'élimination des débris.

- Notre Formulaire de rapport sur le ramassage de débris est l'endroit où les participants peuvent soumettre des informations sur les nettoyages qu'ils ont effectués avec nous. Ces informations nous aideront à mieux comprendre la présence de débris dans notre environnement et pourront contribuer à la prise de décision des autorités gouvernementales à l'avenir. Pour vous remercier de vos actions et de votre soutien, nous vous enverrons par courriel un certificat de participation si vous nous communiquez les détails de votre activité de ramassage en utilisant le Formulaire de rapport sur le ramassage de débris ou en envoyant les informations sur le ramassage par courriel à l'adresse actONlitter@ontario.ca.

4. Lors de la Journée d'action contre les débris, **publiez** des photos avant et après le nettoyage de votre site sur vos comptes de médias sociaux pour documenter les progrès de votre équipe, tout en utilisant le mot-clic #luttercontrelesdechets.

Surveillez nos comptes de médias sociaux (@Onenvironnement sur [Facebook](#), [X/Twitter](#), [LinkedIn](#) et [Instagram](#)) et suivez le mot-clic #luttercontrelesdechets. Au cours des années précédentes, les publications de la Journée d'action sur les débris ont joint jusqu'à 3,1 millions de personnes. Aidez-nous à continuer à sensibiliser et à encourager l'action!

Le 14 mai, invitons nos communautés à sortir et à participer à des ramassages de débris dans nos rues, nos parcs et au bord de nos lacs. En travaillant ensemble, nous **pouvons** faire la différence, en aidant à garder les terres et les cours d'eau propres, contribuant ainsi à une province plus sécuritaire et plus saine aujourd'hui et pour les générations futures.

Si vous avez des questions, n'hésitez pas à envoyer un courriel à l'adresse actONlitter@ontario.ca ou à visiter <https://www.ontario.ca/fr/page/contribuez-reduire-detritus> pour obtenir d'autres conseils et informations.

Merci de votre soutien et de votre contribution à un environnement plus propre.

Andrea Khanjin
Ministre de l'Environnement, de la Protection de la nature et des Parcs

CAO

From: Mayor Richard Gould
Sent: Thursday, April 18, 2024 6:59 PM
To: Councillor Bill Moreton
Cc: CAO
Subject: Re: Calvin clean up

Hi Bill,

As per your email, I have informed the Ministry of Environment, that we will postpone the clean up event until 2025.

Ms. Sharma has responded as follows:

"Hi Richard,

Thank you for the update and for considering our request. We completely understand the busy schedule with the upcoming events. Given the circumstances, it's totally fine if we don't promote Calvin on our social channels this time. We appreciate your efforts and will keep you posted on any future opportunities.

Regards,

Ankita Sharma"

I agree that it would be, as you said, "appear duplicitous."

Thanks for your attention to this.

Richard.

*RICHARD GOULD
MAYOR, CALVIN TOWNSHIP*

Having a clean up day on May 4 after two days at the landfill would appear duplicitous.

I'm asking the fire guys to come by on the sat 27 event at the landfill instead

Bill

Sent from my iPhone

On Apr 16, 2024, at 5:09 PM, Mayor Richard Gould <mayor.gould@calvintownship.ca> wrote:

Hi Sharma,

Sorry I haven't got back to you sooner, but we have not finalized our plans regarding a clean up day.

On this Saturday (April 20) we are hosting a fund raiser Fireman's Breakfast and plant sale and both the MP and MPP are attending. Most of council and staff will be present as well. This is a event to promote the township and the Fire Department.

On the following Tuesday and Saturday (April 23 and 27th) we are having two events at the Calvin Landfill site. All councillors will attend and hand out new Blue and Grey boxes to all of our residents. It is a meet and greet offering more information on recycling. We will also be handing our fridge magnets which explain to residents how to recycle. All councillors will be in attendance at these events as well, so we have not quite figured our how to also organize a township clean up. It may be a little too much this year and may have to wait until next year.

Deputy Mayor Bill Moreton was going to speak to the Fire Department to see if they might organize something, but no decision has been reached.

Thanks for your interest and please keep up the good work,

Sincerely,

Richard/

RICHARD GOULD
MAYOR, CALVIN TOWNSHIP

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Please consider the environment before printing this email.

From: Sharma, Ankita (MECP) <Ankita.Sharma@ontario.ca>
Sent: Tuesday, April 16, 2024 2:35 PM
To: Act ON Litter (MECP) <ActONLitter@ontario.ca>; Mayor Richard Gould <mayor.gould@calvintownship.ca>; william.moreton <william.moreton@hotmail.ca>
Cc: Negash, Noah (MECP) <Noah.Negash@ontario.ca>; Kelly, Kevin J. (MECP) <Kevin.J.Kelly1@ontario.ca>; Badali, Margaux (MECP) <Margaux.Badali@ontario.ca>; Millescamps, Francesca (MECP) <Francesca.Millescamps@ontario.ca>
Subject: RE: Calvin clean up

Hi there,

Hope everyone is having a lovely week so far.

I am just checking in to see if the municipality had a chance to consider our request below and if we can expect to see more information. Please let us know as we are hoping to finalize our social content by today.

Thank you,

Ankita Sharma
Digital Services Advisor | Communications Branch
Ministry of Environment, Conservation and Parks | Ontario Public Service
<image001.png>
<image004.png>
<image005.png>

<image006.png>

<image007.png>
<image008.png>

[Chat with me on Teams!](#)

From: Act ON Litter (MECP) <ActONLitter@ontario.ca>
Sent: April 11, 2024 10:56 AM
To: Mayor Richard Gould <mayor.gould@calvintownship.ca>; william.moreton <william.moreton@hotmail.ca>
Cc: Sharma, Ankita (MECP) <Ankita.Sharma@ontario.ca>; Negash, Noah (MECP) <Noah.Negash@ontario.ca>; Kelly, Kevin J. (MECP) <Kevin.J.Kelly1@ontario.ca>; Badali, Margaux (MECP) <Margaux.Badali@ontario.ca>; Millescamps, Francesca (MECP) <Francesca.Millescamps@ontario.ca>
Subject: RE: Calvin clean up

Hello Richard and Bill,

I hope all is well and things are going smoothly for you and your township as we move into the busy Spring season!

Thank you again to Calvin Township for doing your part to make the 2023 Day of Action on Litter a success by organizing such an exciting community cleanup event, and for sharing that information and photograph with us. We really value partners like you whose actions go above and beyond!

I'm reaching out today to introduce to you Ankita Sharma, a Digital Services Advisor from our Comms team for the upcoming 2024 Day of Action on Litter. We are hoping the township is again thinking of organizing a fun community cleanup event for the Provincial Day of Action on Litter or considering implementing other initiatives! Ankita and the Digital Communications team at the Ministry of the Environment, Conservation and Parks (copied on this email) are interested in discussing potential collaboration opportunity to feature a communications piece on our social media channels featuring Calvin Township and its work to support and recognize the Day of Action on Litter.

If you're open to exploring this collaboration, Ankita will be able to help with any questions you may need answered in order to move this forward.

Ankita – please be sure to let me know if I can help support this initiative in any other way!

Thank you,
Erica

Erica Packwood (she/her)
Senior Program Advisor (A) | Program Management Branch/Environmental Policy
Division
Ontario Ministry of the Environment, Conservation and Parks | Ontario Public
Service
437-244-8832 | erica.packwood@ontario.ca
<image009.png>
Taking pride in strengthening Ontario, its places and its people

From: Act ON Litter (MECP)
Sent: May 9, 2023 10:59 AM
To: 'Mayor Richard Gould' <mayor.gould@calvintownship.ca>
Cc: Act ON Litter (MECP) <ActONLitter@ontario.ca>
Subject: RE: Calvin clean up

Hello Richard,

Thank you for your email, and for sharing this inspiring news and photograph with us! It's great to hear that Calvin Township organized such a successful community cleanup event to help keep our province clean.

If you haven't already done so, please consider submitting your cleanup information using our [Litter Cleanup Reporting Form](#) – this will help us better understand litter in our environment and may help inform future government decision making.

Today on the Day of Action on Litter (May 9), you could also consider posting to your social media accounts to officially recognize the day and share the success of your cleanup, using the hashtag #actONlitter.

Thank you again for sharing your cleanup information with us and for working together to raise awareness about the impacts of litter!
Erica

Erica Packwood (she/her) | Senior Program Advisor (A)
Program Management Branch
Ontario Ministry of the Environment, Conservation and Parks

<image010.png>

If you have any accommodation needs or require communication supports or alternate formats, please let me know. Si vous avez besoin d'un aménagement particulier, de soutien à la communication ou de supports de substitution, veuillez m'en informer.

From: Mayor Richard Gould <mayor.gould@calvintownship.ca>
Sent: May 8, 2023 9:19 AM
To: Act ON Litter (MECP) <ActONLitter@ontario.ca>
Subject: Calvin clean up

CAUTION -- EXTERNAL E-MAIL - Do not click links or open attachments unless you recognize the sender.

We supported the day with a clean-up of the township roadsides on May 6th from 8:00AM until Noon. It started with coffee and Timbits and then everyone chose a route. At lunch, people returned with their garbage and were treated to a BBQ. Recyclables were transferred and the garbage was trailered to the dump.

It was a great effort!

RICHARD GOULD
MAYOR, CALVIN TOWNSHIP

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Corporation of the Municipality of Calvin Council Resolution

Date: April 30, 2024

Resolution Number: 2024-176

Moved By: Councillor

Seconded By: Councillor

WHEREAS,

The North Bay-Mattawa Conservation Authority approved the 2024 budget for NBMCA on December 13, 2023,

And WHEREAS, The NBMCA 2024 budget has been set at \$5,140,145 and the total municipal levy for 2024 is \$1,611,045. The Conservation Authorities Act requires that a notice of levy apportionment is provided to member municipalities,

And WHEREAS, the Municipality of Calvin 2024 levy amount is \$11,871 which is comprised of: Operating levy for the total of \$8,976 and Capital levy for a total of \$2,895. Further to these amounts the Ski Hill requests all NBMCA members municipalities for \$65,000 for ski hill capital costs, of which the Municipality of Calvin is requested to provide \$802 in 2024.

NOW THEREFORE BE IT RESOLVED THAT:

Council for the Corporation of the Municipality of Calvin is in receipt of the NBMCA 2024 Budget and levy per attached and directs staff to proceed with the payment of the Municipality of Calvin's Levy invoice, and not support \$802 donation to the ski Hill operations.

Results:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Mayor Gould	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Grant	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Latimer	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Manson	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Moreton	<input type="checkbox"/>	<input type="checkbox"/>



NORTH BAY - MATTAWA
**CONSERVATION
AUTHORITY**

April 10, 2024
Donna Maitland
CAO/Clerk/Treasurer
Municipality of Calvin
1355 Peddlers Dr., R.R.#2
Mattawa, ON P0H 1V0

By Email

Dear Donna,

Re: North Bay-Mattawa Conservation Authority 2024 Budget and Levy

At its December 13, 2023 meeting, the North Bay-Mattawa Conservation Authority (NBMCA) Board of Directors approved the 2024 budget for NBMCA, as described below.

Total Budget

The NBMCA 2024 Budget has been set at \$5,140,145. Further, the Laurentian Ski Hill and Snowboarding Club (ski hill) requests help with capital asset related costs.

Municipal Levy

The total municipal levy for 2024 is \$1,611,045. The Conservation Authorities Act requires that a notice of the levy apportionment is provided to member municipalities. Please find the required information through this letter and the attached 2024 Budget for NBMCA, which includes the levy apportionment for all member municipalities.

Calvin Levy

For the Municipality of Calvin, the 2024 levy amount is \$11,871. This levy is comprised of:

- Operating levy for a total of \$8,976; and
- Capital levy for a total of \$2,895.

Further to the above noted amounts:

- The ski hill requests all NBMCA member municipalities for \$65,000 for ski hill capital costs, of which the Municipality of Calvin is requested to provide \$802 in 2024.

The table below shows the levy amounts for NBMCA member municipalities.



NORTH BAY - MATTAWA
**CONSERVATION
 AUTHORITY**

Table 1: Municipal Levy Apportionment for Operating and Capital Costs – Budget 2024

Municipality	Area % in CA	MCVA Based Apportionment Percentage	TOTAL LEVY 2023 2024	Total Operating Levy	Total Capital Levy	Ski Hill Request (Capital)
Bonfield	100	3.4307	\$32,988	\$24,944	\$8,044	\$2,230
Calvin	100	1.2345	\$11,871	\$8,976	\$2,895	\$802
Chisholm	94	1.4958	\$14,383	\$10,876	\$3,507	\$972
East Ferris	83	6.2949	\$60,528	\$45,767	\$14,761	\$4,092
Mattawa	71	0.976	\$9,385	\$7,096	\$2,289	\$634
Mattawan	19	0.0621	\$597	\$451	\$146	\$40
North Bay	100	79.2257	\$1,411,290	\$944,018	\$467,272	\$51,497
Papineau-Cameron	35	0.7999	\$7,691	\$5,815	\$1,876	\$520
Callander	100	6.4393	\$61,917	\$46,818	\$15,099	\$4,186
Powassan	1	0.0411	\$395	\$299	\$96	\$27
		Total	\$1,611,045	\$1,095,060	\$515,985	\$65,000

Notes:

- **Modified Current Value Assessment (MCVA):** data provided by the Ministry of Natural Resources and Forestry (MNRF) annually and used to calculate the general levy for each member municipality.
- **Operating Levy:** for NBMCA operations, including day to day activities, routine services, and administration.
- **Capital Levy:** for works in NBMCA conservation areas and on trails (such as boardwalk replacement, trails hazard tree removal, signage), Section 28 related technical studies and implementation, watershed management strategy initiatives including Conservation Authority Act deliverables.
- **Ski Hill Request for Capital Costs:** for major upkeep of the NBMCA-owned fixed capital assets on the Laurentian ski hill. It is a request (not levy) to member municipalities from the Laurentian Ski Hill and Snowboarding Club.



NORTH BAY - MATTAWA
**CONSERVATION
AUTHORITY**

The Municipality of Calvin Council appointed member is sincerely appreciated for continued participation in a collaborative, strong governance structure that guides NBMCA through changing times including an updated Conservation Authorities Act, climate change, and a post-pandemic future.

Please find attached the invoices for the above-mentioned amounts. Your early remittance of this levy is appreciated. For further information, please feel free to contact me at my cell number 705-477-0372 or email chitra.gowda@nbmca.ca

Yours truly,

Chitra Gowda
Chief Administrative Officer, Secretary Treasurer
North Bay-Mattawa Conservation Authority

Attachments:

1. Invoices for operating and capital levy amounts; and
2. 2024 Budget for the North Bay-Mattawa Conservation Authority including municipal levy apportionment amounts.

Cc:

Deputy Mayor William Moreton
NBMCA Chair Shelley Belanger (Deputy Mayor, Papineau-Cameron)

9.1.1.8



Corporation of the Municipality of Calvin Council Resolution

Date: April 30, 2024

Resolution Number: 2024-177

Moved By: Councillor

Seconded By: Councillor

WHEREAS,

Council for the Corporation of the Municipality of Calvin is in receipt of the attached Resolution addressed to the Honourable Paul Calandra, Minister of Municipal Affairs and Housing regarding jurisdiction of Ontario's Ombudsman, passed by the City of Peterborough, and in support as per attached motion and report,

NOW THEREFORE BE IT RESOLVED THAT:

That Council approve the recommendations outlined in Report LSOCS24-005, dated April 2, 2024 of the Commissioner, Legislative Services, as follows:

a) That the Hon. Paul Calandra, Minister of Municipal Affairs and Housing, be requested to introduce a Bill to amend the Ombudsman Act to require the Ontario Ombudsman to provide to each municipality, if requested by the municipality, sufficient particulars of each investigation, matter or case respecting the municipality that is referred to in each of the Ombudsman's Annual Reports to permit the municipality to fully understand and address the subject matter of each such investigation, matter or case including:

- i.a copy of each complaint, as applicable, redacted only to the extent of individuals' personal information contained therein;
- ii.the identities of the municipality's employees, officers and members of Council with whom the Ombudsman was consulting in respect of the investigation, matter or case; and
- iii.particulars of the outcome of the investigation, matter or case including the Ombudsman's findings, conclusions and recommendations, if any.

b) That the Deputy Clerk forward Council's resolutions resulting from Council's approval of these recommendations to Minister Calandra, MPP David Smith, the Association of Municipalities of Ontario and to the originating sender.

Results:

Recorded Vote:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Mayor Gould	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Moreton	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Latimer	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Grant	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Manson	<input type="checkbox"/>	<input type="checkbox"/>



April 11, 2024

Hon. Paul Calandra
Minister of Municipal Affairs and Housing
via Email:
minister.mah@ontario.ca

Re: Jurisdiction of Ontario's Ombudsman

The following resolution, adopted by City Council at their meeting on April 8, 2024, is forwarded for your information and necessary action.

That Council approve the recommendations outlined in Report LSOCS24-005, dated April 2, 2024 of the Commissioner, Legislative Services, as follows:

- a) That the Honourable Paul Calandra, Minister of Municipal Affairs and Housing, be requested to introduce a Bill to amend the Ombudsman Act to require the Ontario Ombudsman to provide to each municipality, if requested by the municipality, sufficient particulars of each investigation, matter or case respecting the municipality that is referred to in each of the Ombudsman's Annual Reports to permit the municipality to fully understand and address the subject matter of each such investigation, matter or case including:
 - i) a copy of each complaint, as applicable, redacted only to the extent of individuals' personal information contained therein;
 - ii) the identities of the municipality's employees, officers and members of Council with whom the Ombudsman was consulting in respect of the investigation, matter or case; and
 - iii) particulars of the outcome of the investigation, matter or case including the Ombudsman's findings, conclusions and recommendations, if any.
- b) That the City Clerk forward Council's resolutions resulting from Council's approval of these recommendations to Minister Calandra, MPP David Smith, the Association of Municipalities of Ontario and to the municipal Clerks of Ontario's municipalities.

Sincerely,

J. Kennedy

John Kennedy, City Clerk

cc: David Smith, MPP
Association of Municipalities of Ontario (AMO)
All Ontario Municipalities



Corporation of the Municipality of Calvin

Council Resolution

Date: April 30, 2024

Resolution Number: 2024-178

Moved By: Councillor

Seconded By: Councillor

Document Link:

https://www.auditor.on.ca/en/content/annualreports/arreports/en23/AR_publichealth_en23.pdf

WHEREAS the Ontario Auditor General's annual report on public health from December 2023 indicates that Public Health Ontario is proposing the phasing-out of free provincial water testing services for private drinking water; and,

WHEREAS free private drinking water testing services has played a pivotal role in safeguarding public health, particularly in rural communities, including the Municipality of Calvin, that rely predominantly on private drinking water; and,

WHEREAS the removal of free private drinking water testing could lead to a reduction in testing, potentially increasing the risk of waterborne diseases in these vulnerable populations; and,

WHEREAS the tragic events in Walkerton, Ontario underscored the critical importance of safe drinking water.

NOW THEREFORE BE IT RESOLVED that Council for the Corporation of the Municipality of Calvin hereby requests that the Province reconsider and ultimately decide against the proposed phasing-out of free private drinking water testing services.

FURTHER BE IT RESOLVED that this resolution be sent to, Minister of Environment Conservation and Parks, Minister of Health, North Bay Parry Sound District Health Unit and Vic Fedeli, MPP Nipissing.

Results:

Recorded Vote:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Mayor Gould	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Moreton	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Latimer	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Grant	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Manson	<input type="checkbox"/>	<input type="checkbox"/>

Mandate Letters Either Provided Late or Not Provided at All to Public Health Ontario, Contrary to Government Directive Requirement

Every year for the last six years (2018/19–2023/24), the Ministry has not complied with the Agencies and Appointments Directive requirement to provide Public Health Ontario with a mandate letter 180 days before the start of its fiscal year. The mandate letter is issued by the Minister of Health, and lays out the focus, priorities, objectives, opportunities and challenges that the Minister has set for the agency for the coming year. The Ministry transmitted Public Health Ontario's mandate letters as late as six days before the start of the next fiscal year in 2021/22, making it difficult for the agency to set priorities for its annual business and strategic plans, and not providing sufficient time to plan activities prior to the start of the fiscal year. When we asked the Ministry why it had not complied with this requirement, the Ministry acknowledged that the timing to issue mandate letters to Public Health Ontario had not always met the 180-day requirement due to competing public health demands and priorities. The Ministry also indicated that the Chief Medical Officer of Health routinely shares Ministry priorities with Public Health Ontario through Board and committee meetings to help inform the agency's development of its annual business plan.

As well, the Ministry did not provide a mandate letter to Public Health Ontario in 2019/20 or 2020/21. The Ministry's explanation was that it was planning for public health modernization (explained in **Section 2.1.1**), and the public health system could have potentially changed.

RECOMMENDATION 4

To allow Public Health Ontario to more effectively plan its activities, we recommend that the Ministry of Health:

- share any review reports with Public Health Ontario and follow up on the implementation of any outstanding recommendation at least on an annual basis; and

- provide annual mandate letters to the agency on a timely basis in accordance with the Agencies and Appointments Directive.

MINISTRY RESPONSE

The Ministry of Health agrees with this recommendation and will continue to work closely with Public Health Ontario to ensure that agency goals, objectives and strategic directions align with government's priorities and direction. This includes, but is not limited to, providing annual mandate letters to the agency in accordance with the Agencies and Appointments Directive and sharing any relevant review recommendations with Public Health Ontario and following up on the implementation on any outstanding recommendations on a timely basis.

4.2 Public Health Ontario Laboratory Not Operating Efficiently

4.2.1 Streamlining of 11 Public Health Ontario Laboratory Sites Not Yet Implemented

In addition to its main Toronto laboratory, Public Health Ontario has 10 regional laboratory sites across Ontario to provide regional coverage for public health units and hospitals. However, we found that some regional laboratory sites are unable to perform a large proportion of the tests on the samples and specimens they receive. The agency provided the Ministry with the recommendation to consolidate some of these laboratory sites, in 2017 and again in early 2023, based on factors that included test volume and productivity, stating that the consolidation can save \$6 million in its budget. Although a 2020 consultant report had reached similar conclusions, the Ministry had not approved the consolidation of these sites at the completion of our audit.

According to an internal agency document, from September 2021 to September 2022, three public health laboratory sites transferred out more than 90% of the non-COVID-19 tests they received. We expanded this analysis to include all laboratory tests, including

COVID-19, that Public Health Ontario laboratory sites received and performed from 2018/19 to 2022/23. As shown in **Figure 10**, we found that:

- regional laboratory sites were completing wide ranges of between 9% and 80% of the tests they received and transferring the remainder to other laboratory sites;
- three laboratory sites—Peterborough, Sault Ste. Marie and Sudbury—transferred between 80% and 91% of all tests to other sites; and
- Toronto was the largest receiver of these transfers, receiving about 19 million tests from regional laboratory sites, with the London site receiving the next most tests, at over four million tests.

The three laboratory sites that transferred between 80% and 91% of the tests they received each had operating costs ranging from \$5 million to \$10 million over the last five years.

Public Health Ontario explained to us that the reasons for these transfers could include capacity issues, lack of expertise or sufficient volume to maintain competency of laboratory personnel in a specific test, lack of equipment to conduct certain tests, or

efficiencies to achieve economy of scale. For example, only one of the 11 public health laboratory sites has the equipment necessary to test for *H. pylori*, a bacterium that affects the stomach.

In 2017, Public Health Ontario proposed a joint modernization plan to update its public health laboratory, collaboratively with Ministry staff at the request of the Deputy Minister, that would have resulted in:

- gradually closing six of its 11 public health laboratory sites (Hamilton, Kingston, Orillia, Peterborough, Sault Ste. Marie and Timmins), while maintaining coverage across the province through five geographic areas; and
- changing the types of tests offered at the Public Health Ontario laboratory that would remove 20 tests and restrict eligibility for 12 additional tests, as well as the gradual discontinuation of private drinking water testing.

According to the agency, this plan was needed to mitigate rising costs of repairs and upgrades in existing laboratory sites, and would result in a more efficient operating model to address issues such as sites needing to reroute the majority of samples and specimens they receive to other sites.

Figure 10: Number of Tests Received, Completed and Transferred Out by Public Health Ontario Laboratory Sites, 2018/19–2022/23

Source of data: Public Health Ontario

Laboratory Site	# Received ¹	# Completed	# Transferred Out	% Transferred Out
Sudbury	670,052	57,935	612,994	91
Sault Ste. Marie	251,953	87,116	223,915	89
Peterborough	839,389	192,579	668,436	80
Ottawa	3,163,981	1,578,148	2,034,978	64
Timmins	415,938	276,814	203,773	49
Hamilton	2,769,143	1,484,913	1,301,497	47
Thunder Bay	1,027,948	603,753	433,203	42
London	4,211,543	3,224,316	1,199,701	28
Kingston	1,695,958	3,240,155 ²	366,121	22
Orillia	1,044,555	1,599,189 ²	213,330	20
Toronto	19,040,243	22,785,785 ²	233,173	1

1. Refers to the laboratory location that originally logged the sample or specimen in the laboratory information system; includes those tests that hospital and community laboratories and public health units send to this location.

2. Number of laboratory tests completed is greater than number of laboratory tests received mainly due to additional tests that other regional laboratory sites transferred to these laboratory sites.

The most recent iteration of this modernization plan, presented by Public Health Ontario to the Ministry in January 2023, included the same plan to consolidate sites, but instead focused on discontinuing its testing for *H. pylori*, which is not a disease of public health significance, and again recommended the gradual discontinuation of private drinking water testing. This updated plan also showed that current test volumes per full-time-equivalent staff ranged widely between all 11 existing sites, from 775 in Timmins to 13,523 in Hamilton.

A 2020 laboratory facilities report by a private-sector consultant commissioned by the Ministry of Government and Consumer Services (now the Ministry of Public and Business Service Delivery) and Infrastructure Ontario had findings consistent with Public Health Ontario's proposed plan, and made identical recommendations with respect to Public Health Ontario laboratory sites. Our 2020 audit on COVID-19 preparedness and management, Laboratory Testing, Case Management and Contact Tracing, recommended that the Ministry of Health immediately review Public Health Ontario's laboratory modernization plan, and consult with the agency to determine and provide the level of base funding that would allow the agency to fulfill its mandate.

Despite this, at the time of our audit, the Ministry of Health was still in the process of obtaining necessary internal approvals for the plan. We asked the Ministry why the plan was not yet implemented; it informed us that in the 2019 Ontario Budget, the government committed to modernize Ontario's public health laboratory system by developing a regional strategy. However, implementation of this plan was put on hold due to the construction of the new London public health laboratory, as well as increased capacity required from all Public Health Ontario laboratory sites for COVID-19.

RECOMMENDATION 5

To more efficiently deliver public health laboratory services, we recommend that Public Health Ontario, in conjunction with the Ministry of Health, update and implement a plan within 12 months to streamline public health laboratory operations.

PUBLIC HEALTH ONTARIO RESPONSE

Public Health Ontario accepts the recommendation, and will continue to work in conjunction with the Ministry of Health to update the plan to streamline and modernize the agency's laboratory operations. Upon receipt of Ministry approval to proceed, Public Health Ontario will commence the phased implementation of the plan. We will work closely with our stakeholders throughout the implementation process to communicate changes in service delivery and minimize service disruptions.

4.2.2 Courier Services That Deliver Samples and Specimens Do Not Cover All Regions of the Province

Primary-care clinicians, hospitals and public health units are just some examples of places that send specimens (such as blood, phlegm and stool) to Public Health Ontario laboratory sites across the province for testing. Private citizens also send samples (such as well water) to these sites. Public Health Ontario co-ordinates courier services that pick up and deliver samples and specimens, most of which are sensitive to time and temperature during transit, to and from these locations as well as among its own network of 11 public health laboratory sites. For example, in the five-year period between 2018/19 and 2022/23, 21% of the tests received by public health laboratory sites were transported to other public health laboratory locations for testing.

Over the last five years, Public Health Ontario has relied on a roster of up to 18 courier companies to transport samples and specimens, and has established formal contracts with four of them. Currently, there are two contracted couriers providing the majority of these services to the agency. One company covers the Greater Toronto Area, southwestern Ontario and eastern Ontario; the other company focuses on Northern Ontario. Public Health Ontario engaged the other courier companies on its roster only when needed, such as to supplement any shortfalls of the two contracted courier companies.



Corporation of the Municipality of Calvin

Agencies, Boards, Committee Reports & Minutes

1. **North Bay Mattawa Conservation Authority**-Councillor Moreton
 - Link to February 29, 2024 Minutes:
<https://nbmca.ca/about-us/members-nbmca/members-meetings-minutes/>
 - Next Meeting Scheduled April 24, 2024.
2. **East Nipissing Planning Board**-Mayor Gould & Councillor Grant
3. **Physician Recruitment**-Mayor Gould
4. **Ad Hoc Code of Conduct Committee**-Councillor Grant, Councillor Manson & Councillor Latimer
 - January 12, 2024 Minutes-Attached
 - March 01, 2024 Minutes-Attached
 - April 19, 2024 Minutes-Attached
5. **OPP Detachment Board**-Councillor Grant

Deputy Clerk

From: Councillor Bill Moreton
Sent: Monday, April 15, 2024 9:22 PM
To: Deputy Clerk
Subject: Fwd: NBMCA Minutes - February 29, 2024

Good morning Teresa

The minutes for the Feb 29 meeting of the Conservation Authority have now been posted on their website
Next meeting is April 24/24

Bill
Sent from my iPhone

Begin forwarded message:

From: Rebecca Morrow <Rebecca.Morrow@nbmca.ca>
Date: April 15, 2024 at 2:24:50 PM EDT
Cc: Chithra Gowda <Chithra.Gowda@nbmca.ca>
Subject: **NBMCA Minutes - February 29, 2024**

Hello,

The minutes for the NBMCA meetings held on February 29, 2024 have now been posted to our website, and can be found here:

<https://nbmca.ca/about-us/members-nbmca/members-meetings-minutes/>

Kind regards,

Rebecca Morrow (she/her)
Executive Assistant/Deputy CAO
North Bay-Mattawa Conservation Authority
15 Janey Avenue
North Bay, ON P1C 1N1
Cell: 705-303-8434
Office: 705-474-5420
Fax: 705-474-9793
Web: www.nbmca.ca

Leaders in Watershed Management



Consider the environment. Please don't print this e-mail unless you really need to.

The information contained in this electronic message from North Bay-Mattawa Conservation Authority is directed in confidence solely to the person(s) named above and may not be otherwise distributed, copied or disclosed including attachments. The message may contain information that is privileged, confidential and exempt from disclosure under the Municipal Freedom of Information and Protection of Privacy Act and by the Personal Information Protection and Electronic Documents Act. The use of such personal information except in compliance with the Acts, is strictly prohibited. If you have received this message in error, please notify the sender immediately advising of the error and delete the message without making a copy. Thank you.



The Corporation of the Municipality of Calvin

MAR 01 2024

AD HOC Code of Conduct Committee
Meeting Minutes
January 12, 2024- 2:00 p.m.

Attendance: Councillor Grant, Councillor Latimer, Councillor Manson and Deputy Clerk Teresa Scroope

Resolution Number: Ad Hoc 2024- 01
Ad Hoc Committee Meeting -Code of Conduct
Draft By-Law Review 2023-009 Council Code of Conduct

NOW THEREFORE BE IT RESOLVED THAT:

The Code of Conduct Ad Hoc Committee consisting of Councillor Grant, Councillor Latimer and Councillor Manson for the Corporation of the Municipality of Calvin hereby meet in public @ 2:00 P.M on this 12th day of January 2024.

As Committees must follow the open meeting rules including providing public notice, attendance of Staff, recording of minutes and passing a resolution before closing a meeting. In attendance to assist the Ad Hoc Committee to meet and action compliance of these rules will be the Deputy Clerk/Records Management Coordinator Teresa Scroope.

The purpose requested by Council members at the Nov 14 2023 Regular Council Meeting defined by Resolution 2023-007 to review Draft By-Law 2023-009 being a By-Law to establish Council Code of Conduct and recent amendments/recommendations from the Municipality Integrity Commissioner established in accordance with Part V.1 Accountability and Transparency of the Municipal Act, 2001, c.25.

Results: Carried

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Councillor Latimer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Councillor Grant	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Councillor Manson	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Resolution Number: Ad Hoc 2024- 02
Ad Hoc Committee Meeting -Code of Conduct
Draft By-Law Review 2023-009 Council Code of Conduct

NOW THEREFORE BE IT RESOLVED THAT:

The Code of Conduct Ad Hoc Committee consisting of Councillor Grant, Councillor Latimer and Councillor Manson for the Corporation of the Municipality of Calvin hereby adjourn this public @ 3:26 P.M on this 12th day of January 2024.

Results of this review of this by law will be forwarded to the Integrity Commissioner for clarification and to receive this information to be brought forward on the next Code of Conduct Committee meeting.

Results: Carried

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Councillor Latimer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Councillor Grant	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Councillor Manson	<input checked="" type="checkbox"/>	<input type="checkbox"/>



The Corporation of the Municipality of Calvin

AD HOC Code of Conduct Committee

Meeting Minutes-March 1, 2024

1.A)
APPROVED
APR 19 2024

Attendance: Councillor Grant, Councillor Latimer, Councillor Manson and Deputy Clerk Teresa Scroope

Resolution Number: Ad Hoc 2024- 03

Ad Hoc Committee Meeting -Code of Conduct

Draft By-Law Review 2023-009 Council Code of Conduct

WHEREAS

The purpose requested by Council members at the January 12 2024 Ad Hoc Committee Meeting Code of Conduct to further review and discuss the Draft By-Law 2023-009 being a By-Law to establish Council Code of Conduct and recent amendments/recommendations from the Municipality Integrity Commissioner established in accordance with Part V.1-Accountability and Transparency of the Municipal Act, 2001, c25.

NOW THEREFORE BE IT RESOLVED THAT:

The Code of Conduct Ad Hoc Committee consisting of Councillor Grant, Councillor Latimer and Councillor Manson for the Corporation of the Municipality of Calvin hereby meet in public @ 2:00 p.m. on this 1st day of March, 2024.

Approve of previous meeting minutes of January 12, 2024 as presented.

Have received correspondence from the Municipal Integrity Commissioner.

Results: Carried

Resolution Number: Ad Hoc 2024- 04

Ad Hoc Committee Meeting -Code of Conduct

Draft By-Law Review 2023-009 Council Code of Conduct

NOW THEREFORE BE IT RESOLVED THAT:

The Code of Conduct Ad Hoc Committee consisting of Councillor Grant, Councillor Latimer and Councillor Manson for the Corporation of the Municipality of Calvin hereby adjourn this public meeting @ 3:30 p.m. on this 1st day of March, 2024, and directs staff to forward the amendments discussed to the Integrity Commissioner for review and comment and bring back to next meeting (date to be determined).

Results: Carried



Corporation of the Municipality of Calvin

AD HOC Code of Conduct Committee

Meeting Minutes-April 19, 2024

Attendance: Councillor Grant, Councillor Latimer, Councillor Manson and Deputy Clerk Teresa Scroope

Resolution Number: Ad Hoc 2024- 05

WHEREAS

The purpose of this meeting held by the Ad Hoc Code of Conduct Committee is to further review and discuss the Draft By-Law 2023-009 being a By-Law to establish Council Code of Conduct and recent amendments/recommendations from the Municipality Integrity Commissioner established in accordance with Part V.1-Accountability and Transparency of the Municipal Act, 2001, c25.

NOW THEREFORE BE IT RESOLVED THAT:

The Ad Hoc Code of Conduct Committee consisting of Councillor Grant, Councillor Latimer and Councillor Manson for the Corporation of the Municipality of Calvin hereby meet in public @ 10:30 a.m. on this 19th day of April, 2024 and,

- A. Approve of previous meeting minutes of March 1, 2024 as presented,
- B. Have received Deputy clerk Inquiry to IC on behalf of Ad Hoc Code of Conduct Committee requests,
- C. Have received correspondence from the Municipal Integrity Commissioner on points requested from previous Ad Hoc Committee Meeting March 1, 2024,
- D. Discussion

Results: Carried

Resolution Number: Ad Hoc 2024- 06

WHEREAS,

The Ad Hoc Code of Conduct Committee consisting of Councillor Grant, Councillor Latimer and Councillor Manson for the Corporation of the Municipality of Calvin hereby agrees with the recommended amendments to By-Law 2023-009, Council Code of Conduct as presented from the Integrity Commissioner by request of the committee.

NOW THEREFOR BE IT RESOLVED:

Ad Hoc Code of Conduct Committee will now Adjourn this meeting @ 11:35 a.m. on this 19TH day of April, 2024,

- directs the Deputy Clerk to advise the Integrity Commissioner to proceed with the changes and will bring forward by By-Law for approval to Council as a whole for the regular meeting of May 14, 2024.

Results: Carried



Corporation of the Municipality of Calvin Council Resolution

Date: April 30, 2024

Resolution Number: 2024-179

Moved by: Councillor

Seconded by: Councillor

NOW THEREFORE BE IT RESOLVED THAT:

Council for the Corporation of the Municipality of Calvin hereby move into closed session at _____p.m. to discuss;

Pursuant to Section 239 of the Municipal Act, 2001, Council will move from Open Session into this Closed Session to consider:

-Personal matters about an identifiable individual, including municipal or local board employees {(s 239 (2) (b))}

-Advice that is subject to solicitor-client privilege, including communications necessary for that purpose {s. 239 (2) (f)}

-A proposed or pending acquisition or disposition of land by the municipality or local board; {(s. 239 (2) (c))}

Results:

Recorded Vote:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Mayor Gould	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Moreton	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Latimer	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Grant	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Manson	<input type="checkbox"/>	<input type="checkbox"/>



Corporation of the Municipality of Calvin

Council Resolution

Date: April 30, 2024

Resolution Number: 2024-180

Moved by: Councillor

Seconded by: Councillor

NOW THEREFORE BE IT RESOLVED THAT:

That Council for the Municipality of Calvin return to Open Session at ____p.m. and report that it received and discussed information of the following nature:

Pursuant to Section 239 of the Municipal Act, 2001, Council will move from Open Session into this Closed Session to consider:

-Personal matters about an identifiable individual, including municipal or local board employees {(s. 239 (2) (b))}

-Advice that is subject to solicitor-client privilege, including communications necessary for that purpose {s. 239 (2) (f)}

-A proposed or pending acquisition or disposition of land by the municipality or local board; {(s. 239 (2) (c)}

Results:

Recorded Vote:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Mayor Gould	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Moreton	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Latimer	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Grant	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Manson	<input type="checkbox"/>	<input type="checkbox"/>



Corporation of the Municipality of Calvin Council Resolution

Date: April 30, 2024

Resolution Number: 2024-181

Moved By: Councillor

Seconded By: Councillor

NOW THEREFORE BE IT RESOLVED THAT:

By-Law 2024-27 being a By-Law to confirm the proceedings of Council.

Results:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Mayor Gould	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Grant	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Latimer	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Moreton	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Manson	<input type="checkbox"/>	<input type="checkbox"/>

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

BYLAW NUMBER 2024-27

BEING A BYLAW TO CONFIRM THE PROCEEDINGS OF COUNCIL

Legal Authority

Scope of Powers

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

Powers of a Natural Person

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

Powers Exercised by Council

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

Powers Exercised by By-law

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

Preamble

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

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

Decision

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

Direction

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

1. The Confirmatory Period of this By-Law shall be for the Regular Council meeting of April 30, 2024.
2. All By-Laws passed by the Council of the Corporation of the Municipality of Calvin during the period mentioned in Section 1 are hereby ratified and confirmed.
3. All resolutions passed by the Council of the Corporation of the Municipality of Calvin during the period mentioned in Section 1 are hereby ratified and confirmed.
4. All other proceedings, decisions, and directives of the Council of the Corporation of the Municipality of Calvin during the period mentioned in Section 1 are hereby ratified and confirmed.
5. This Bylaw takes effect on the day of its final passing.

Read and adopted by Resolution 2024-181 this 30th Day of April, 2024.

MAYOR

CAO



Corporation of the Municipality of Calvin Council Resolution

Date: April 30, 2024

Resolution Number: 2024-182

Moved By: Councillor

Seconded By: Councillor

NOW THEREFORE BE IT RESOLVED THAT:

Council for the Corporation of the Municipality of Calvin now be adjourned @ _____pm.

Results:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Mayor Gould	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Grant	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Latimer	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Manson	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Moreton	<input type="checkbox"/>	<input type="checkbox"/>