

COUNCIL SYNOPSIS

Administrative Transition By-laws 2026-45 to 2026-49

Background Information

The series of by-laws before Council are intended to complete the administrative transition resulting from the appointment of a permanent CAO/Clerk-Treasurer.

The Municipality previously put a number of temporary arrangements in place to ensure continuity of operations during the CAO/Clerk-Treasurer vacancy. With the permanent appointment now taking effect, those temporary arrangements need to be formally concluded or amended and the Municipality's ongoing administrative authorities clearly established.

The by-laws have therefore been prepared as a coordinated package so that there is no gap or uncertainty respecting the Municipality's statutory officers, signing authorities or consulting arrangements.

By-law 2026-45 – Rescission of Interim CAO/Clerk-Treasurer Appointment

This by-law formally concludes the appointment of Chris Wray as Interim CAO/Clerk-Treasurer effective August 25, 2026.

The interim appointment was established to provide administrative and statutory continuity during the vacancy. With the appointment of a permanent CAO/Clerk-Treasurer, the interim statutory appointment is no longer required.

This by-law provides a clear end to the interim appointment at the same time the permanent appointment takes effect.

By-law 2026-46 – Appointment of Ann Carr as CAO/Clerk-Treasurer

This by-law formally appoints Ann Carr as Chief Administrative Officer, Clerk and Treasurer, effective August 25, 2026.

The Municipal Act requires the Municipality to have a Clerk and Treasurer and permits Council to appoint a Chief Administrative Officer.

The by-law places all three offices with the permanent CAO/Clerk-Treasurer and confirms the statutory authority associated with those offices.

Importantly, the by-law does not interfere with Patricia Araujo's existing appointment as Deputy Clerk.

The employment agreement approved by Council is a separate matter. This by-law deals with the statutory municipal appointments rather than repeating the terms of the employment agreement.

By-law 2026-47 – Patricia Araujo – Acting Clerk and Alternate Signing Authority

Patricia Araujo was temporarily given Acting Clerk authority during the transition.

With the appointment of the permanent Clerk, that temporary Acting Clerk appointment is no longer necessary and is formally ended by this by-law.

Patricia's existing appointment as Deputy Clerk remains unchanged and continues in full force and effect.

The by-law also confirms Patricia as an Alternate Signing Officer so that routine municipal business can continue during the absence or unavailability of the CAO/Clerk-Treasurer.

The intent is to clearly distinguish between Patricia's continuing position as Deputy Clerk, her former temporary Acting Clerk role, and her ongoing alternate signing authority.

By-law 2026-48 – Commissioners for Taking Affidavits

This by-law provides administrative clarity respecting commissioner services provided by the Municipality.

Ann Carr, as Clerk/Treasurer, and Patricia Araujo, as Deputy Clerk, have commissioner authority arising from their respective municipal offices.

The by-law therefore recognizes that existing authority rather than attempting to create a separate statutory appointment.

This also removes unnecessary provisions contained in the previous draft dealing with general corporate signing authority, which is a separate matter from commissioner services.

By-law 2026-49 – Probity Municipal Consulting Agreement

The final by-law addresses the change in the Municipality's relationship with Probity Municipal Consulting.

The previous Letter of Engagement related to the provision of Interim CAO/Clerk-Treasurer services. With the permanent CAO/Clerk-Treasurer appointment, that arrangement is no longer appropriate.

Council is instead being asked to approve the new Letter of Engagement for Senior Municipal Advisor – CAO Transition and Special Projects services.

Under the new arrangement, Chris Wray will no longer exercise the statutory authority of CAO, Clerk or Treasurer. The role changes to an advisory and support capacity intended to assist with the transition, mentoring, transfer of institutional knowledge, outstanding files and special projects.

The new agreement expressly supersedes the previous Interim CAO/Clerk-Treasurer Letter of Engagement.

The by-law itself has intentionally been kept brief. It simply approves the new agreement, authorizes the Mayor and CAO/Clerk-Treasurer to sign it, repeals the previous authorizing by-law, and incorporates the new agreement as Schedule "A". The detailed terms and conditions remain in the agreement rather than being unnecessarily repeated in the by-law.

Overall Effect

Taken together, the by-laws establish a clear transition:

- Chris Wray's Interim CAO/Clerk-Treasurer appointment ends;
- Ann Carr becomes the permanent CAO/Clerk-Treasurer;
- Patricia Araujo's temporary Acting Clerk authority ends;
- Patricia Araujo continues uninterrupted as Deputy Clerk;
- Patricia Araujo's alternate signing authority is confirmed;
- commissioner authority associated with the Clerk and Deputy Clerk offices is clarified; and
- Probity Municipal Consulting transitions from Interim CAO/Clerk-Treasurer services to Senior Municipal Advisor – CAO Transition and Special Projects services.

The purpose of bringing the by-laws forward together is to ensure that the municipal record clearly reflects the transition and that there is no uncertainty or unintended overlap in appointments or authorities.

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

BY-LAW NO. 2026-45

**BEING A BY-LAW TO RESCIND THE APPOINTMENT OF THE INTERIM CHIEF
ADMINISTRATIVE OFFICER, CLERK AND TREASURER**

WHEREAS section 228 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, requires a municipality to appoint a Clerk;

AND WHEREAS section 229 of the *Municipal Act, 2001*, as amended, provides that a municipality may appoint a Chief Administrative Officer;

AND WHEREAS section 286 of the *Municipal Act, 2001*, as amended, requires a municipality to appoint a Treasurer;

AND WHEREAS Council, by By-law 2026-32, appointed Chris Wray as Interim Chief Administrative Officer, Clerk and Treasurer for the Corporation of the Municipality of Calvin;

AND WHEREAS Council has determined that the interim appointment is no longer required as a permanent Chief Administrative Officer, Clerk and Treasurer is being appointed effective August 25, 2026;

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

1. Rescission of Interim Appointment

That the provisions of By-law 2026-32 appointing Chris Wray as Interim Chief Administrative Officer, Clerk and Treasurer are hereby repealed effective August 25, 2026.

2. Cessation of Statutory Authority

That effective August 25, 2026, Chris Wray shall cease to hold the offices and exercise the statutory powers and duties of Chief Administrative Officer, Clerk and Treasurer for the Corporation of the Municipality of Calvin.

3. Other Appointments Preserved

For greater certainty, this By-law repeals only those provisions of By-law 2026-32 relating to the appointment and authority of Chris Wray and shall not repeal, revoke or otherwise affect any other appointment or authority established by By-law 2026-32, except as may be expressly provided by another by-law of the Municipality.

4. Effective Date

This By-law shall come into force and take effect on August 25, 2026.

READ A FIRST TIME AND FINALLY PASSED this 25th day of August, 2026.

Mayor _____

Clerk _____

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

BY-LAW NO. 2026-46

BEING A BY-LAW TO APPOINT A CHIEF ADMINISTRATIVE OFFICER, CLERK AND TREASURER FOR THE CORPORATION OF THE MUNICIPALITY OF CALVIN

WHEREAS section 228 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, requires a municipality to appoint a Clerk;

AND WHEREAS section 229 of the *Municipal Act, 2001*, as amended, provides that a municipality may appoint a Chief Administrative Officer;

AND WHEREAS section 286 of the *Municipal Act, 2001*, as amended, requires a municipality to appoint a Treasurer;

AND WHEREAS Council deems it appropriate to appoint Ann Carr as Chief Administrative Officer, Clerk and Treasurer for the Corporation of the Municipality of Calvin;

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

1. Appointment

That Ann Carr is hereby appointed Chief Administrative Officer, Clerk and Treasurer for the Corporation of the Municipality of Calvin, effective August 25, 2026.

2. Chief Administrative Officer

As Chief Administrative Officer, Ann Carr shall exercise the powers and perform the duties assigned to the Chief Administrative Officer pursuant to section 229 of the *Municipal Act, 2001*, other applicable legislation, the by-laws and policies of the Municipality, and such other duties as may lawfully be assigned by Council.

3. Clerk

As Clerk, Ann Carr shall exercise all powers and perform all duties assigned to the Clerk pursuant to section 228 of the *Municipal Act, 2001*, other applicable legislation, the by-laws and policies of the Municipality, and such other duties as may lawfully be assigned.

4. Treasurer

As Treasurer, Ann Carr shall exercise all powers and perform all duties assigned to the Treasurer pursuant to section 286 of the *Municipal Act, 2001*, other applicable legislation, the by-laws and policies of the Municipality, and such other duties as may lawfully be assigned.

5. Other Municipal Responsibilities

That Ann Carr shall also perform such other administrative, operational and supervisory responsibilities as may be established from time to time by applicable legislation, Council, municipal by-law, policy, job description or employment agreement.

6. Existing Deputy Appointments Preserved

For greater certainty, nothing in this By-law shall repeal, revoke or otherwise affect the existing appointment of Patricia Araujo as Deputy Clerk, or any other existing Deputy or alternate appointment, unless expressly provided by another by-law or resolution of Council.

7. Previous Appointments

Any previous by-law, resolution or portion thereof appointing another person as Chief Administrative Officer, Clerk or Treasurer is hereby repealed only to the extent necessary to give effect to the appointments made by this By-law.

8. Employment Agreement

The appointment made by this By-law shall be subject to the terms and conditions of the employment agreement between the Corporation of the Municipality of Calvin and Ann Carr, as authorized by Council.

9. Effective Date

This By-law shall come into force and take effect on August 25, 2026.

READ A FIRST TIME AND FINALLY PASSED this 25th day of August, 2026.

Mayor _____

Clerk _____

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

BY-LAW NO. 2026-47

BEING A BY-LAW TO RESCIND THE TEMPORARY APPOINTMENT OF PATRICIA ARAUJO AS ACTING CLERK AND TO DESIGNATE HER AS AN ALTERNATE SIGNING OFFICER

WHEREAS Patricia Araujo presently holds an appointment as Deputy Clerk for the Corporation of the Municipality of Calvin;

AND WHEREAS Patricia Araujo was temporarily appointed Acting Clerk following a vacancy in the office of Clerk;

AND WHEREAS Council has appointed Ann Carr as Chief Administrative Officer, Clerk and Treasurer effective August 25, 2026, and the temporary appointment of Patricia Araujo as Acting Clerk is therefore no longer required;

AND WHEREAS Council considers it desirable to maintain appropriate alternate signing authority to ensure continuity of municipal operations during the absence or unavailability of the Chief Administrative Officer, Clerk and Treasurer;

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

1. Revocation of Acting Clerk Appointment

That effective August 25, 2026, the temporary appointment of Patricia Araujo as Acting Clerk is hereby revoked.

2. Deputy Clerk Appointment Continues

For greater certainty, the existing appointment of Patricia Araujo as Deputy Clerk for the Corporation of the Municipality of Calvin shall continue in full force and effect and is not revoked, amended or otherwise affected by the termination of her temporary appointment as Acting Clerk.

3. Alternate Signing Officer

That Patricia Araujo is hereby designated as an Alternate Signing Officer for the Corporation of the Municipality of Calvin for the purpose of ensuring continuity of ordinary municipal business during the absence or unavailability of the Chief Administrative Officer, Clerk and Treasurer.

4. Scope of Signing Authority

The signing authority provided under section 3 shall be exercised in accordance with applicable legislation, municipal by-laws, policies, resolutions of Council and banking arrangements and shall be limited to matters otherwise lawfully authorized by Council or under an approved municipal budget, policy or delegated authority.

Where a municipal by-law, policy, banking arrangement or other applicable authority requires two signatures, Patricia Araujo may act as one of the authorized signing officers in accordance with that requirement.

Nothing in this By-law independently authorizes Patricia Araujo to approve an expenditure, contract, agreement or other commitment that has not otherwise been lawfully authorized.

5. Deputy Clerk Statutory Authority

Nothing in this By-law shall limit or restrict any power or duty that Patricia Araujo may lawfully exercise by virtue of her existing appointment as Deputy Clerk.

6. Administrative Authority

The Chief Administrative Officer, Clerk and Treasurer is authorized to take all administrative actions necessary to give effect to this By-law, including notifying financial institutions, government agencies, contractors, service providers and other organizations of the changes and authorities established herein.

7. Previous Acting Clerk Authority

Any provision of By-law 2026-32, or any other by-law or resolution, appointing Patricia Araujo as Acting Clerk is hereby repealed effective August 25, 2026, without affecting her continuing appointment as Deputy Clerk.

8. Effective Date

This By-law shall come into force and take effect on August 25, 2026.

READ A FIRST TIME AND FINALLY PASSED this 25th day of August, 2026.

Mayor _____

Clerk _____

**THE CORPORATION OF THE MUNICIPALITY OF CALVIN
BY-LAW NO. 2026-48**

**BEING A BY-LAW TO CONFIRM MUNICIPAL OFFICERS AUTHORIZED TO ACT AS
COMMISSIONERS FOR TAKING AFFIDAVITS**

WHEREAS the *Commissioners for Taking Affidavits Act*, R.S.O. 1990, c. C.17, as amended, and regulations made thereunder provide that certain municipal officers are Commissioners for Taking Affidavits by virtue of their office;

AND WHEREAS Ann Carr has been appointed Clerk and Treasurer for the Corporation of the Municipality of Calvin;

AND WHEREAS Patricia Araujo holds an existing appointment as Deputy Clerk for the Corporation of the Municipality of Calvin;

AND WHEREAS Council considers it appropriate to confirm the municipal officers authorized by virtue of their respective offices to provide commissioner services on behalf of the Municipality;

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

1. Clerk and Treasurer

That Council acknowledges and confirms that Ann Carr, in her capacity as Clerk and Treasurer for the Corporation of the Municipality of Calvin, is authorized by virtue of office to act as a Commissioner for Taking Affidavits in accordance with the *Commissioners for Taking Affidavits Act* and applicable regulations.

2. Deputy Clerk

That Council acknowledges and confirms that Patricia Araujo, in her capacity as Deputy Clerk for the Corporation of the Municipality of Calvin, is authorized by virtue of office to act as a Commissioner for Taking Affidavits in accordance with the *Commissioners for Taking Affidavits Act* and applicable regulations.

3. Nature of Authority

For greater certainty, this By-law does not purport to independently confer the statutory office or authority of Commissioner for Taking Affidavits upon either individual but acknowledges and confirms the authority arising by virtue of their respective municipal offices.

4. Administrative Matters

The Chief Administrative Officer, Clerk and Treasurer is authorized to establish such administrative procedures and to obtain or authorize such seals, stamps, forms and other materials as may reasonably be required for the provision of commissioner services by authorized municipal officers.

5. Previous By-laws

Any previous by-law or resolution of the Municipality dealing specifically with the same subject matter is hereby repealed to the extent of any inconsistency with this By-law.

6. Effective Date

This By-law shall come into force and take effect on August 25, 2026.

READ A FIRST TIME AND FINALLY PASSED this 25th day of August, 2026.

Mayor _____

Clerk _____

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

BY-LAW NO. 2026-49

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT WITH PROBITY MUNICIPAL CONSULTING FOR SENIOR MUNICIPAL ADVISOR – CAO TRANSITION AND SPECIAL PROJECTS SERVICES

WHEREAS the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS the Council of the Corporation of the Municipality of Calvin deems it desirable to enter into an agreement with Probitry Municipal Consulting for the provision of Senior Municipal Advisor – CAO Transition and Special Projects services;

AND WHEREAS Council has reviewed and approved the Letter of Engagement dated August 20, 2026 between the Corporation of the Municipality of Calvin and Probitry Municipal Consulting;

AND WHEREAS the said Letter of Engagement supersedes the previous Letter of Engagement dated July 17, 2026 respecting Interim CAO/Clerk-Treasurer services;

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

1. Agreement Approved

That the Letter of Engagement dated August 20, 2026 between the Corporation of the Municipality of Calvin and Probitry Municipal Consulting, attached hereto as **Schedule “A”**, is hereby approved.

2. Execution of Agreement

That the Mayor and CAO/Clerk-Treasurer are hereby authorized and directed to execute the Agreement on behalf of the Corporation of the Municipality of Calvin and to affix the Corporate Seal thereto, if required.

3. Schedule “A”

That the Letter of Engagement attached hereto as **Schedule “A”** shall form part of this By-law.

4. Repeal

That By-law 2026-32, and the Letter of Engagement dated July 17, 2026 authorized thereunder respecting Interim CAO/Clerk-Treasurer services, are hereby repealed and superseded by this By-law and the Agreement attached hereto as Schedule “A”.

For greater certainty, the repeal of By-law 2026-32 shall not affect any rights, obligations, payments, liabilities or other matters properly arising under the previous Letter of Engagement prior to the coming into force of this By-law.

5. Effective Date

This By-law shall come into force and take effect upon final passing.

READ A FIRST TIME AND FINALLY PASSED this 25th day of August, 2026.

Mayor _____

CAO/Clerk-Treasurer _____



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The Municipality of Calvin 1355
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Attention: Ms. Ann Carr – CAO / Clerk-Treasurer

Delivered via email:

cao@calvintownship.ca
mayor.gould@calvintownship.ca

August 20, 2026

Dear Ms. Carr:

Re: Letter Of Engagement – Senior Municipal Advisor – CAO Transition And Special Projects

Further to our recent discussions and following the appointment of you as Chief Administrative Officer/Clerk-Treasurer, I understand that the Municipality wishes to retain Probity Municipal Consulting ("PMC") to continue providing professional municipal services in the capacity of **Senior Municipal Advisor – CAO Transition and Special Projects**.

This Letter of Engagement confirms the revised scope of services, responsibilities, authority, and terms and conditions applicable to that engagement and supersedes the Letter of Engagement dated July 17, 2026 respecting Interim CAO/Clerk-Treasurer Services.

The following outlines the considerations pursuant to our appointment regarding this matter:

1. Undertaking

- a) The Municipality of Calvin (the "Municipality") is contracting the services of Probity Municipal Consulting, hereinafter referred to as PMC, to provide **Senior Municipal Advisor – CAO Transition and Special Projects** services for the Municipality of Calvin.
- b) Chris Wray will be the Consultant in this undertaking.
- c) This contract establishes an independent contractor relationship between PMC and the Municipality of Calvin and does not constitute an employee/employer relationship.
- d) For the purposes of this agreement, the terms "PMC" and "Chris Wray" shall be considered interchangeable, and any reference to "PMC" shall be deemed to refer to Chris Wray.

- e) The Consultant shall provide professional advice and recommendations to the CAO/Clerk-Treasurer and, where appropriate, Council based upon the Consultant's knowledge, experience, and professional judgment. The Municipality acknowledges that it retains sole authority to accept, modify, or reject such advice and that decisions made contrary to the Consultant's recommendations shall remain decisions of the Municipality.

2. Scope of Services

- a) The Municipality acknowledges that the services to be provided by the Consultant may include a broad range of municipal administrative, operational, strategic, governance, legislative and project-related matters.
- b) The services to be provided under this Agreement are intended to maintain continuity of municipal administration, assist with the transition to the permanent CAO/Clerk-Treasurer, provide mentoring and professional support to the CAO/Clerk-Treasurer, and address those matters that, in the professional judgment of the Consultant and in consultation with the CAO/Clerk-Treasurer or at the direction of Council, are of the highest priority.
- c) Without limiting the generality of the foregoing, services may include:
- i. mentoring and providing professional guidance to the CAO/Clerk-Treasurer;
 - ii. transferring knowledge and providing background respecting matters undertaken or identified during the Consultant's service as Interim CAO/Clerk-Treasurer;
 - iii. assisting with the transition or completion of outstanding files, projects and initiatives;
 - iv. providing advice respecting governance, administration, legislation, finance, human resources, public works and municipal operations;
 - v. reviewing or assisting with reports, policies, by-laws, agreements and other municipal documents;
 - vi. undertaking specific projects, research or assignments requested by the CAO/Clerk-Treasurer or Council;
 - vii. assisting with complex or sensitive municipal matters where the Consultant's knowledge or experience may be beneficial; and
 - viii. such other municipal advisory services as may be mutually agreed upon.
- d) The Consultant shall make reasonable efforts to perform all assigned duties within the authorized hours; however, the Municipality acknowledges that the approved level of service may not permit every operational, administrative, strategic, governance, legislative, or project-related matter to be completed within the time allocated.
- e) The Consultant shall advise the CAO/Clerk-Treasurer and, where appropriate, the Mayor and Council when workload demands exceed the authorized hours or when additional resources, staffing, or consulting time are required to meet legislative obligations, operational priorities, or Council's expectations. Where priorities exceed the available resources, the Municipality shall determine which projects, initiatives, or services are to be deferred, reduced, or assigned elsewhere.

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- f) Nothing in this Agreement shall be interpreted as creating an obligation on the part of the Consultant to perform services beyond the authorized hours without the prior approval of the Municipality.
- g) The Municipality acknowledges that the Consultant cannot guarantee that all legislative obligations, strategic initiatives, operational requirements or Council priorities can be completed within the authorized hours of service. The Municipality agrees that priorities shall be established in consultation with the Consultant and that any work deferred as a result of authorized service limitations shall not constitute a default under this Agreement.
- h) The Municipality and the Consultant agree to cooperate in good faith to achieve the objectives of this Agreement and to communicate promptly regarding operational, governance, staffing, or resource issues affecting the delivery of services.

3. Services and Hours of Work

- a) The Consultant shall provide services to the Municipality through a combination of onsite and remote work.
- b) The Municipality shall retain the Consultant for up to forty (40) hours per week consisting of up to two (2) consecutive onsite days of eight (8) hours each at the Municipal Office and up to twenty-four (24) additional hours of remote work during the remainder of the week. The Consultant shall generally be available during the Municipality's regular business hours unless otherwise agreed.
- c) The scheduling of onsite days may be varied from time to time by mutual agreement to accommodate operational requirements, Council meetings, statutory deadlines, vacations, or other municipal priorities.
- d) Where, in the professional opinion of the Consultant, additional hours are necessary to meet legislative obligations, operational requirements, emergencies, or Council-directed priorities, the Consultant shall advise the CAO/Clerk-Treasurer, Mayor or designate. Services provided in excess of forty (40) hours in any week shall require prior written approval of the Municipality through the CAO/Clerk-Treasurer, Mayor or designate.

4. Compensation

- a) The Consultant shall be compensated at an hourly rate of **\$125.00 (plus HST)** for all authorized services performed under this Agreement, whether onsite or remotely.
- b) Routine telephone calls, brief email responses, and short Zoom or virtual meetings that are incidental to the provision of services shall be provided at no additional charge.
- c) Other costs, including but not limited to cell phone charges, lodging and fees, lodging and meals associated with conferences or workshops, shall be reimbursed at actual cost upon submission of appropriate receipts and documentation.
- d) Authorized travel shall be reimbursed at the mileage rate established by the Treasury Board of Canada, as amended from time to time. The current rate is \$0.655 per kilometre (plus HST). Reasonable expenses for meals, accommodations, and other approved

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travel expenses shall be reimbursed at actual cost upon submission of supporting receipts.

- e) The Consultant shall submit an invoice by email to the Mayor and Deputy Clerk at the end of each two-week period for services performed. All invoices will be due and payable within 14 days of issuing.
- f) The Municipality acknowledges that the Consultant may provide consulting services to other clients, provided that such engagements do not interfere with the Consultant's ability to fulfill the obligations of this Agreement or create a conflict of interest.

5. Authority of the Consultant

- a) The Consultant shall act in an advisory and professional support capacity and shall not exercise the statutory or administrative authority assigned to the Chief Administrative Officer, Clerk or Treasurer, except where specifically authorized by Council and permitted by law.
- b) The Consultant shall not independently direct or supervise municipal employees. Where the Consultant is assigned responsibility for a specific project or matter, the CAO/Clerk-Treasurer may authorize the Consultant to communicate or work directly with municipal employees as reasonably necessary to complete that assignment.
- c) Nothing in this section shall prevent the Consultant from exercising independent professional judgment in the provision of advice or recommendations under this Agreement.

6. Third Parties

- a) It is not the intention of PMC to use third parties for this assignment. Should circumstances arise where a third party needs to be engaged, PMC will obtain prior approval from the Municipality.

7. Scheduling and Reporting Relationship

- a) The Consultant shall generally coordinate administrative matters and assignments through the CAO/Clerk-Treasurer.
- b) Council may assign specific matters or projects directly to the Consultant. In such circumstances, the Consultant may communicate and report directly to Council respecting those matters.
- c) Nothing in this Agreement shall prevent the Consultant from communicating directly with the Mayor and Council where requested by Council, where related to a matter assigned directly to the Consultant, or where reasonably necessary in the performance of the Consultant's professional responsibilities.

8. Duties / Workplan

- a) Acting as **Senior Municipal Advisor – CAO Transition and Special Projects**, PMC shall provide professional municipal advice, mentoring, transition assistance and project support in accordance with the scope of services established under this Agreement.

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- b) The Consultant shall not be responsible for delays, incomplete initiatives, or the inability to undertake additional projects where such matters result from limitations imposed by the authorized hours of service or resources provided by the Municipality.
- c) The Consultant shall exercise independent professional judgment in carrying out the duties under this Agreement.
- d) Nothing in this Agreement shall prevent the Consultant from advising the CAO/Clerk-Treasurer, Mayor or Council of emergencies, health and safety matters, statutory compliance issues, or other urgent operational matters that come to the Consultant's attention in the course of the engagement.
- e) The Consultant shall perform the services in accordance with generally accepted professional standards applicable to municipal administrators and consultants in Ontario and shall exercise independent professional judgment in carrying out those responsibilities.

9. Personnel Administration

- a) Responsibility for the day-to-day administration and supervision of municipal employees shall rest with the CAO/Clerk-Treasurer.
- b) At the request of the CAO/Clerk-Treasurer or Council, the Consultant may provide advice and assistance respecting recruitment, organizational structure, orientation, performance management, discipline and other personnel matters involving municipal employees.
- c) Subject to any statutory requirements, employment agreements, collective agreements or municipal policies, decisions respecting municipal personnel shall remain with the CAO/Clerk-Treasurer, Council or other authorized municipal official, as applicable.
- d) The Consultant shall respect the privacy rights of employees and the Municipality's obligations under the *Municipal Freedom of Information and Protection of Privacy Act* and any other applicable legislation.

10. CAO Transition and Mentoring

- a) At the request of the Municipality, the Consultant shall provide professional assistance, mentoring and transition support to the permanent Chief Administrative Officer/Clerk-Treasurer.
- b) Such assistance may include providing background and institutional knowledge concerning existing files and municipal operations; reviewing current priorities and outstanding matters; providing advice concerning statutory responsibilities, governance, finance, human resources, public works and municipal administration; assisting with Council and administrative processes; and providing such other professional support as may reasonably assist the CAO/Clerk-Treasurer during the transition.
- c) The Consultant's role shall be advisory and supportive. The authority and responsibility of the permanent Chief Administrative Officer/Clerk-Treasurer shall remain with that office.

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- d) The Consultant may also provide such continuing professional advice or assistance to the CAO/Clerk-Treasurer as may be requested during the term of this Agreement.

11. Confidentiality

- a) PMC and its consultants understand that during the execution of the services contained in this document that we may gain knowledge of, or have access to, information relating to the business and affairs of the Municipality of Calvin, and its third parties who may from time-to-time have dealings with the Municipality of Calvin. The Information, regardless of the form in which it is recorded, transmitted, observed or expressed, or to which it may be converted or transcribed, shall include, without limitation, written and electronically stored or accessible information and data, and includes the name and identity of all such clients and third parties.
- b) We acknowledge that all Information is strictly confidential and PMC agrees that it shall not reveal to any person or entity, or use any Information at any time, except as expressly directed by the Municipality of Calvin, or as may be required by law.
- c) PMC acknowledges and agrees that any obligation of confidentiality contained within this Letter of Engagement is of indefinite duration and that we will never disclose any Information to any person or entity, except as expressly directed by the Municipality of Calvin, or as may be required by law.
- d) PMC undertakes and agrees that no Information will be distributed, altered, copied, interfered with or destroyed, except in accordance with the instructions of the Municipality of Calvin.
- e) PMC agrees to use extreme caution with, and take all steps to safeguard, the confidentiality of any part of the Information that may come into our possession at any time or in any place, and in particular when using any type of electronic device or when performing duties outside the office of the Municipality of Calvin.

12. Conflict of Interest

- a) PMC shall take appropriate steps to ensure that any Consultant acting on behalf of PMC placed in a position where, in the reasonable opinion of the Municipality of Calvin, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of PMC or the Consultant and the duties owed to the Municipality of Calvin under the provisions of this Letter of Engagement. PMC will notify the Municipality of Calvin without delay giving full particulars of any such conflict of interest which may arise.

13. Indemnity

- a) The Municipality of Calvin agrees to indemnify PMC against any and all claims, demands, suits or other proceedings for costs, damages, losses, liabilities, and expenses including reasonable legal fees that may be incurred in defending any claims that may be made against PMC by a third party arising out of this agreement, except where costs, damages, liabilities and expenses result directly from negligent, dishonest or fraudulent acts committed by PMC in the course of this undertaking.

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- b) The Municipality of Calvin also agrees to supply a certificate of insurance to Probity Municipal Consulting verifying the indemnification mentioned above.
- c) PMC shall be added as an additional insured on the Municipality's liability policy while providing services pursuant to this Agreement.

14. Termination of Services

- a) This Letter of Engagement shall commence on August 20, 2026, and shall continue until November 30, 2026, unless terminated earlier in accordance with the provisions of this Agreement.
- b) The Agreement may be extended beyond November 30, 2026, upon the mutual written agreement of the parties.
- c) Either party may terminate this agreement in writing at any time, with such notice being provided thirty (30) days in advance of the actual termination date. Should events arise prohibiting PMC from carrying out our obligations under this agreement, in keeping with professional standards, PMC reserves the right to terminate our services at any time with the same thirty (30) day notification.
- d) If this agreement is to be terminated as in c) above, then it shall be confirmed by a resolution of Council.
- e) If the Municipality of Calvin terminates our services, or if services are withdrawn, fees up to the termination date will be invoiced and owing.
- f) The Municipality shall pay all invoices and reimbursable expenses incurred up to the effective date of termination.
- g) If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed from the Agreement and shall not affect the validity or enforceability of the remaining provisions, which shall continue in full force and effect.

15. Reporting

- a) All reporting will be conducted in keeping with professional standards and as noted in this Letter of Engagement.
- b) PMC will make every attempt to complete all reports within a reasonable amount of time, notwithstanding delays that may not be of our doing.

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The Municipality of Calvin, August 20, 2026 - Letter Of Engagement – Senior Municipal Advisor

On behalf of the Municipality of Calvin and Probitry Municipal Consulting, we agree to the terms of this letter of engagement and by signing below, we confirm that we are authorized to accept said terms.

Mayor
Municipality of Calvin
I have authority to bind the Corporation

Date

CAO / Clerk-Treasurer
I have authority to bind the Corporation

Date

Chris Wray
Probitry Municipal Consulting
I have authority to bind the Company

Date

-30-

Probitry Municipal Consulting
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THE CORPORATION OF THE MUNICIPALITY OF CALVIN

BYLAW NUMBER 2026-50

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 Special Council meeting of August 25, 2026 excluding Closed Meeting Agendas and Closed Meeting Minutes.
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 2026- this 25th Day of August 2026.

MAYOR

CLERK