



Corporation of the Municipality of Calvin Council Resolution

Date: October 15, 2024

By-Law 2024-60

Resolution Number: 2024-

Moved By: Councillor

Seconded By: Councillor

WHEREAS Bell Canada has entered into agreements with the 9-1-1 Authority to provide the 9-1-1 Authority with a 9-1-1 Public Emergency Reporting Service (PERS), and which authorizes the 9-1-1 Authority to deliver 9-1-1 services using NG 9-1-1 technology;

AND WHEREAS it is the obligation of the 9-1-1 Authority under its agreement with Bell Canada to ensure that a Primary Public Safety Answering Point serves the territory in which the 9-1-1 Authority operates;

AND WHEREAS the 9-1-1 Authority is permitted under its agreement with Bell Canada to contract with a third party for the management and operation of the Primary Public Safety Answering Point;

AND WHEREAS the 9-1-1 Authority wishes to contract with the OPP for the management and operation of the Primary Public Safety Answering Point, which is or is expected during the term of this Agreement to transition from being delivered by PERS to being delivered using NG 9-1-1 technology;

AND WHEREAS the 9-1-1 Authority confirms its adherence to this Agreement by executing it, as provided for herein, and providing the OPP with a certified copy of the resolution or by-law authorizing it entering into this Agreement;

NOW THEREFORE BE IT RESOLVED, Council of the Corporation of the Municipality of Calvin hereby approves this By-Law 2024-60 to be read, enacted and passed this 15th day of October 2024.

1. That the Deputy Mayor and CAO are designated as the Signing Officers and are authorized to execute on behalf of the Corporation of the Municipality of Calvin.
2. That the attached Agreement be hereto and form part and parcel of this By-Law.
3. That any other By-law inconsistent with this By-Law is hereby repealed.
4. This By-Law shall be enacted and in effect upon the signing thereof.

X _____ Deputy Mayor X _____ CAO

Results:

Recorded Vote:

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



**AGREEMENT FOR THE PROVISION OF
PRIMARY PUBLIC SAFETY ANSWERING
POINT (PSAP) SERVICES**

**AGREEMENT FOR THE PROVISION OF PRIMARY PSAP SERVICES
EFFECTIVE AS OF JANUARY 1, 2025**

BETWEEN:

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the
MINISTER OF THE SOLICITOR GENERAL
on behalf of the ONTARIO PROVINCIAL POLICE**

("OPP")

OF THE FIRST PART

AND:

**THE CORPORATION OF THE TOWNSHIP OF CALVIN
(the "9-1-1 Authority")**

OF THE SECOND PART

RECITALS:

- (a) **WHEREAS** Bell Canada has entered into agreements with the 9-1-1 Authority to provide the 9-1-1 Authority with a 9-1-1 Public Emergency Reporting Service (PERS), and which authorizes the 9-1-1 Authority to deliver 9-1-1 services using NG 9-1-1 technology;
- (b) **AND WHEREAS** it is the obligation of the 9-1-1 Authority under its agreement with Bell Canada to ensure that a Primary Public Safety Answering Point serves the territory in which the 9-1-1 Authority operates;
- (c) **AND WHEREAS** the 9-1-1 Authority is permitted under its agreement with Bell Canada to contract with a third party for the management and operation of the Primary Public Safety Answering Point;
- (d) **AND WHEREAS** the 9-1-1 Authority wishes to contract with the OPP for the management and operation of the Primary Public Safety Answering Point, which is or is expected during the term of this Agreement to transition from being delivered by PERS to being delivered using NG 9-1-1 technology;
- (e) **AND WHEREAS** the 9-1-1 Authority confirms its adherence to this Agreement by executing it, as provided for herein, and providing the OPP with a certified copy of the resolution or by-law authorizing it entering into this Agreement;

NOW THEREFORE, in consideration of the promises and covenants herein, the Parties agree as follows:

1 The Parties warrant that the recitals are true.

2 **DEFINITIONS AND INTERPRETATION**

2.1 In this Agreement:

“9-1-1 Call” means a request for public safety assistance signaled by a 9-1-1 caller using a device and communications service supporting 9-1-1 contact, regardless of the media (e.g., voice, video, text, other) used to make that request; **“9-1-1 Caller”** means the end user contacting 9-1-1.

“Agreement” means this agreement and Schedule “A”, which is attached to, and forms part of this Agreement.

“ALI” means an Automatic Location Identification, which consists of a database feature that displays, to the Primary and Secondary PSAP, address and location data with respect to a source from which the 9-1-1 call originates.

“ANI” means an Automatic Number Identification, which consists of a database feature that displays the telephone number of the primary exchange service that originates the 9-1-1 call to the Primary PSAP.

“Call Control” means a feature that allows the 9-1-1 call taker at the Primary PSAP to maintain control of

the line upon which the 9-1-1 call was made regardless of calling party action.

“ESZ” means Emergency Services Zone, which is a geographic area served by a Secondary PSAP in the territory of the 9-1-1 Authority.

“GIS” means “Geographic Information System”, a system for capturing, storing, displaying, analyzing and managing data and associated attributes which are spatially referenced.

“NG9-1-1” means a secure, IP-based, open-standards based system comprised of hardware, software, data, and operational policies and procedures that (1) provides standardized interfaces from emergency call and message services to support emergency communications, (2) processes all types of emergency calls, including voice, text, data, and multimedia information, (3) acquires and integrates additional emergency call data useful to call routing and handling, (4) delivers the emergency calls, messages and data to the appropriate PSAP and other appropriate emergency entities based on the location of the caller, (5) supports data, video, and other communications needs for coordinated incident response and management and (6) interoperates with services and networks used by first responders to facilitate emergency response.

“Party” means the OPP or the 9-1-1 Authority, and “Parties” shall mean both of them.

“PERS” means “Public Emergency Reporting Service” which is a telecommunications service provided by Bell for the delivery of 9-1-1 calls.

“PSAP” means “Public Safety Answering Point” which is the entity responsible for receiving 9-1-1 calls and processing those 9-1-1 calls according to a specific operational policy.

“Primary PSAP” means the Primary Public Safety Answering Point serving the 9-1-1 Authority and located at the OPP Provincial Communications Centre (PCC), which is the first point of reception by the OPP of 9-1-1 calls.

“Secondary PSAP” means the communication center of a fire, police or ambulance agency, within an ESZ, to which 9-1-1 calls are transferred from the Primary PSAP, and for which the Secondary PSAP is then responsible for taking appropriate action.

“Selective Routing and Transfer” means a feature that automatically routes a 9-1-1 call to the appropriate Primary or Secondary PSAP based upon the ALI and ANI of the telephone line from which the 9-1-1 call originates.

2.2 **Severability** - If any term of this Agreement shall be held to be illegal, invalid, unenforceable, null, void or inoperative by a court of competent jurisdiction, the remaining terms shall remain in full force and effect.

2.3 **Section Headings** - The section headings contained herein are for purposes of convenience only and

shall not be deemed to constitute a part of this Agreement or affect the meaning or interpretation of this Agreement in any way.

2.4 **Entire Agreement** - This Agreement constitutes the entire agreement of the Parties, with respect to the provision and operation of services as defined hereunder and supersedes any previous agreement whether written or verbal. In the event of a conflict or inconsistency between this Agreement and a tender document such as request for proposals issued by the 9-1-1 Authority for the provision of services as described hereunder or the proposal that the OPP submitted in response to the tender document, this Agreement shall prevail to the extent of the conflict or inconsistency.

2.5 **Amendments** - Any amendments to this Agreement shall be in writing and shall not take effect until approved in writing by both Parties. Either party may make changes to this Agreement with the consent of the other party by appending an amendment signed and dated by both parties reflecting the changes.

3 **NOTICES**

3.1 **Notice** - Any notice required pursuant to this Agreement shall be in writing by mail or by electronic mail to the following addresses:

To the 9-1-1 Authority

THE CORPORATION OF
THE TOWNSHIP OF
CALVIN
1355 Peddlers Drive, R.R.#2,
Mattawa, ON P0H-1V0

Email:
cao@calvintownship.ca

To the Ontario Provincial Police

Attention: Municipal Policing Bureau

OPP General Headquarters
777 Memorial Avenue Orillia
ON L3V 7V3

Email: OPP.MunicipalPolicing@opp.ca

Or to such other addresses either of the Parties may indicate in writing to the other. Any notice given in accordance with this Agreement shall be deemed to have been received upon delivery, if delivered by mail or by email, five (5) days after sending.

3.2 **Notices in Writing** - All notices required under this Agreement shall be in writing.

4 **RATES AND METHOD OF PAYMENT**

4.1 The 9-1-1 Authority shall pay the OPP for providing and operating the Primary PSAP as follows:

- (a) **Amount of Annual Rate** - The 9-1-1 Authority shall be charged and shall be required to pay an annual rate of \$175.30 based on the residential population served in the geographic territory of the 9-1-1 Authority of 312 at a per capita cost of \$0.561.
- (b) **Review of Annual Rate** - The annual rate specified in clause (a) shall be reviewed at the end of every calendar year and may be revised by the OPP based on changes to the residential population or changes to costs of labour and equipment. In the event that the residential population of the geographic territory of the 9-1-1 Authority increases or decreases by more than 10% during either the previous year, or cumulatively since the date the Agreement began, the annual rate shall be adjusted accordingly for the following year, and the 9-1-1 Authority shall pay the revised annual rate. The OPP shall determine the residential population using population figures found in the latest version of the Ontario Municipal Directory, or if not found there, then in other recognized sources.
- (c) **Invoices** - The first invoice shall be issued immediately to the 9-1-1 Authority upon the start of the Agreement. The 9-1-1 Authority shall subsequently be invoiced annually at the beginning of each calendar year, and the invoice shall cover the time period for the subsequent calendar year, or portion thereof that this Agreement is in effect.
- (d) **Payments** - Payments invoiced under this Agreement shall be made payable to the Minister of Finance, and payment shall be due no later than thirty (30) days following receipt of the invoice. Any payments which have become due and owing after this time period, in whole or in part, shall bear interest at the rate set by the Minister of Finance from time to time.

5 **RESPONSIBILITIES OF THE OPP**

The OPP shall manage and operate the Primary PSAP and:

- 5.1 **Personnel** - Staff the Primary PSAP to answer and transfer 9-1-1 calls to the appropriate Secondary PSAP at a level appropriate with the 9-1-1 call volume in the geographic territory of the 9-1-1 Authority.
- 5.2 **Equipment** - Provide, in its operation of the Primary PSAP, terminal equipment which permits the utilization of features provided by Bell Canada to the 9-1-1 Authority consisting of ALI, ANI, Selective Routing and Transfer and Call Control features, as well as equipment to communicate with

deaf, hard of hearing, and speech impaired callers.

- 5.3 **Hours** - Operate the Primary PSAP twenty-four (24) hours a day, seven (7) days a week.
- 5.4 **9-1-1 Call Response** - Answer and transfer all 9-1-1 calls received by the Primary PSAP and associated ANI/ALI information, to a designated Secondary PSAP within the proper ESZ, as deemed appropriate by Primary PSAP personnel. This shall include maintaining control of the line upon which each 9-1-1 call is received until the 9-1-1 call is confirmed as being transferred to the appropriate Secondary PSAP or until the 9-1-1 call is terminated.
- 5.5 **Record Retention** - Retain digital voice records of all 9-1-1 calls received at the Primary PSAP, in accordance with OPP policy, and ANI/ALI data for one hundred eighty (180) days from the date such records are created. The OPP is prepared to provide to authorized personnel, certified copies of audio recordings, as it directly pertains to the Primary PSAP for the purposes of civil litigation and/or criminal proceedings provided the request is received no later than five (5) days prior to the end of the retention period of the recordings or records. The OPP shall retain the original recordings or records until the conclusion of any civil or criminal proceedings to which such records relate.
- 5.6 **Backup Primary PSAP** - Provide an operational backup Primary PSAP to which 9-1-1 calls shall be transferred at the discretion of the OPP or Bell Canada in the event that the usual Primary PSAP is unable to receive the 9-1-1 calls.
- 5.7 **Non-English Callers** - Make reasonable efforts to respond to 9-1-1 calls from non-English callers, subject to the OPP's ability to access the services of a third-party provider. The OPP does not warrant that it shall be able to provide services to non-English callers, or that it shall be able to access such services from a third-party provider.
- 5.8 **Reports** - Upon request from the 9-1-1 Authority, or as determined by the OPP in consultation with the 9-1-1 Authority, the OPP shall provide reports which show the overall efficiency of the Primary PSAP in answering 9-1-1 calls, including the volume of 9-1-1 calls.

6 RESPONSIBILITIES OF THE 9-1-1 AUTHORITY

The 9-1-1 Authority shall:

- 6.1 **Payment** - Be responsible for the amount of payment, in the manner, and within the timelines set out in Article 4.0 herein.
- 6.2 **Designate Secondary PSAPs** - Designate Secondary PSAPs that are not OPP Detachments for each and every ESZ in the geographic territory of the 9-1-1 Authority to which the Primary PSAP shall answer and transfer a 9-1-1 call, and co-ordinate the participation of all such Secondary PSAPs in the manner required by this Agreement.

- 6.3 **Warranty** - Warrant and represent that each Secondary PSAP serving the 9-1-1 Authority is operative twenty-four (24) hours a day, seven (7) days a week, and shall answer and respond to all 9-1-1 calls directed to it from the Primary PSAP.
- 6.4 **Changes** - Notify the OPP in writing immediately upon becoming aware of any changes, including but not limited to changes to NG9-1-1 or any technology in use that shall affect or is likely to affect the services the OPP provides under this Agreement, or of any changes to, or the termination or expiry of any Agreement between the Municipality and Bell Canada related to the services provided hereunder.
- 6.5 **GIS Data Responsibility** – The 9-1-1 Authority shall be solely responsible for GIS data it has provided. The OPP is not responsible for aggregating, creating, maintaining, or updating GIS data on behalf of the Municipality.

7 **LIMITATION OF LIABILITY**

- 7.1 **Limitation of Liability** - Notwithstanding any other provision in this Agreement, the OPP shall not be responsible or liable for any injury, death or property damage to the 9-1-1 Authority, its employees, subcontractors or agents, or for any claim by any third party against the 9-1-1 Authority, its employees, subcontractors or agents arising from:
- (a) **External Information** - The accuracy or completeness, or lack thereof, of any information the OPP receives from the 9-1-1 Authority, Bell Canada or any other third party, which the OPP relies on in providing services under this Agreement.
 - (b) **Equipment and Services** - Equipment or services provided by any other party (including the failure of any other party to provide equipment or services) which the OPP uses and relies on to provide services under this Agreement including but not limited to:
 - (i) Equipment or services required to transfer services provided under this Agreement from any other party to the OPP,
 - (ii) Services provided to non-English speakers who place 9-1-1 calls,
 - (iii) Services provided by Bell Canada to the 9-1-1 Authority including under PERS or NG9-1-1 and,
 - (iv) Services provided by Secondary PSAPs, which are not part of the OPP.
 - (c) **Call Volumes** - The inability of the OPP to respond to 9-1-1 calls due to call volume that exceeds the capacity of the Primary PSAP, including the equipment and personnel who work at the Primary PSAP.

7.2 **Survival** - Section 7.1 shall survive the termination or expiry of this Agreement.

8 COMPLIANCE WITH LAWS AND CONFIDENTIALITY

8.1 **Compliance with Laws** - Both Parties agree to comply with all applicable laws in effect in the Province of Ontario in performing their respective obligations and duties under this Agreement.

8.2 **Confidential Information** - Both Parties agree that except where required by law, or for the purpose of performing duties or obligations under this Agreement, neither Party shall directly or indirectly disclose, destroy, exploit or use, either during or after the term of this Agreement, any confidential information belonging to the other Party, unless the other Party has provided its written consent. Both Parties further agree that when this Agreement terminates or expires, they shall return all confidential information belonging to the other Party.

9 DISPUTE RESOLUTION

9.1 **Dispute Resolution** - Subject to Article 10.0 herein, if any dispute arises between the OPP and the 9-1-1 Authority as to their respective rights and obligations under this Agreement, the Parties may use the following dispute resolution mechanism to resolve such disputes:

- (a) The Unit Commander of the Primary PSAP and a representative of the 9-1-1 Authority herein shall attempt to settle the dispute within fifteen (15) business days of the dispute arising;
- (b) If the Unit Commander of the Primary PSAP and the representative of the 9-1-1 Authority are unable to settle the dispute within fifteen (15) business days of the dispute arising, they shall refer the dispute to the Director. The Director and the representative 9-1-1 Authority shall attempt to resolve the dispute within fifteen (15) business days;
- (c) If the Parties are still unable to resolve the dispute, the Commissioner or the Deputy Commissioner of the OPP and representative of the 9-1-1 Authority agrees to attempt to resolve the dispute within fifteen (15) business days; and,
- (d) If the Parties are still unable to resolve the dispute, each may, with the agreement of the other Party, refer the dispute to arbitration in accordance with the Arbitration Act, 1991, as amended.

10 TERM, TERMINATION AND RENEWAL

10.1 **Term** - This Agreement shall come into effect on the date first written above and shall remain in force, subject to either party terminating the agreement as specified in this section.

10.2 **Termination** - Either Party to this Agreement may terminate this Agreement without cause and

without incurring any liability upon providing one hundred eighty (180) days written notice of termination to the other Party, in which case this Agreement shall terminate one hundred eighty (180) days following the delivery of such notice. Should a notice to terminate be given, the 9-1-1 Authority shall continue to be obligated to pay for the cost of the services described in this Agreement up to and including the date of such termination and the OPP shall continue to be responsible to provide the services described in this Agreement up to and including the date of such termination.

- 10.3 **Immediate Termination** - Either Party may terminate this Agreement immediately without incurring any liability if Bell Canada withdraws offering PERS or any successor technology such as NG9-1-1 to the 9-1-1 Authority or if the Agreement between Bell Canada and the 9-1-1 Authority for the provision of PERS or any successor technology such as NG9-1-1 is terminated or is expired and not renewed.

11 **GENERAL**

- 11.1 **No Waiver** - The failure of a Party to this Agreement to enforce at any time any of the provisions of this Agreement or any of its rights in respect thereto or to insist upon strict adherence to any term of this Agreement shall not be considered to be a waiver of such provision, right or term or in any way to affect the validity of this Agreement.
- 11.2 **Waiver in Writing** - Any waiver by any Party hereto of the performance of any of the provisions of this Agreement shall be effective only if in writing and signed by a duly authorized representative of such Party.
- 11.3 **No Prejudice** - The exercise by any Party to this Agreement of any right provided by this Agreement shall not preclude or prejudice such Party from exercising any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.
- 11.4 **Restructuring** - The 9-1-1 Authority shall notify, and consult with the OPP before the 9-1-1 Authority's boundaries are altered, the 9-1-1 Authority is amalgamated with another 9-1-1 Authority, the 9-1-1 Authority is dissolved or the legal status of the 9-1-1 Authority is subject to other substantive changes.
- 11.5 **Relations** - The Agreement shall not create nor shall it be interpreted as creating any association, partnership, employment relationship or any agency relationship between the Parties.
- 11.6 **Media** - Both Parties agree that they shall not at any time directly or indirectly communicate with the media in relation to this Agreement unless they first notify the other Party in writing.
- 11.7 **Promotion** - Neither Party shall publicize or issue any publications related to this Agreement unless they first notify the other Party in writing.

- 11.8 **Assignment** - Neither Party shall assign this Agreement or any portion thereof without the prior written consent of the other, which consent may not be arbitrarily withheld.
- 11.9 **Force Majeure** - Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. The Parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event. If a Party seeks to excuse itself from its obligations under this Agreement due to a force majeure event, that Party shall immediately notify the other Party of the delay or non- performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance.

IN WITNESS WHEREOF, the **9-1-1 Authority** has affixed its Corporate Seal attested by the signature of its duly authorized signing officer(s), and the Provincial Commander of the OPP has personally signed this Agreement to be effective as of the date set out herein.

THE CORPORATION OF THE TOWNSHIP OF CALVIN

SIGNATURE

Print Name & Title

Date: _____ day of _____, 20__

Ontario Provincial Police (OPP)

Provincial Commander

Print Name

Date: _____ day of _____, 20__

SCHEDULE "A"

BYLAW OR BAND COUNCIL RESOLUTION

Attached to and forming part of the Agreement between

HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the
MINISTER OF THE SOLICITOR GENERAL
on behalf of the ONTARIO PROVINCIAL POLICE

And

THE CORPORATION OF THE TOWNSHIP OF CALVIN

**PLACEHOLDER
BY-LAW/BAND COUNCIL RESOLUTION**

Ontario
Provincial
Police

Police
provinciale
de l'Ontario



Municipal Policing Bureau
Bureau des services policiers des municipalités

777 Memorial Ave.
Orillia ON L3V 7V3

777, avenue Memorial
Orillia ON L3V 7V3

Tel: 705 329-6200
Fax: 705 330-4191

Tél. : 705 329-6200
Télééc.: 705 330-4191

File Reference:600

The Corporation of
The Township of Calvin
1355 Peddlers Drive, R.R.#2
Mattawa, ON. P0H 1V0

September 27, 2024

Dear Sir / Madam

This letter is a follow up to our August 2023 correspondence sent to advise of upcoming changes to the Primary Public Safety Answering Point (P-PSAP) service agreement with the Ontario Provincial Police (OPP) to align with the requirements of Next Generation 9-1-1 (NG9-1-1) services. The P-PSAP service is a necessary requirement of providing 9-1-1 to the public as it is the first point of contact when dialing 9-1-1; operators determine whether the caller requires police, fire or ambulance service before routing to the call to the appropriate agency. The new OPP P-PSAP agreement has been developed and is attached to this letter.

At this time, the rate for this service will remain at \$0.561 / capita / annum. Accordingly, the annual cost of the service to The Corporation of the Township of Calvin in 2025 will be $0.561 * 312$ based on a residential population served of 312.

While we encourage you to review the new agreement in its entirety, a summary of significant updates to the agreement include:

	Previous Agreement(s)	New Agreement
Terminology	Central Emergency Reporting Bureau (CERB) Public Emergency Reporting Service (PERS)	P-PSAP NG 9-1-1
Termination	90-day notice period	180-day notice period
Term length	2 (two) & 5 (five) year, renewable by written notice	Rolling term

To proceed with services under the new agreement, the OPP will require the attached agreement to be signed by the appropriate party, be accompanied by a by-law or band council resolution, and returned to the OPP by December 1, 2024.

Agreements will be effective as of January 1, 2025, and changes to billing based on population updates will be reflected in the annual billing issued in January 2025.

I have attached a P-PSAP information package for your reference. Please notify us at the soonest opportunity if you have any questions, or if you wish to discontinue the P-PASP service from the OPP. Note that the OPP is one of multiple providers of P-PSAP service to choose from, and that a P-PSAP service must be in place for members of your community to continue to be able to access 9-1-1. If you have any questions regarding the service, changes to the agreement, or billing please contact ppsap@opp.ca.

Kind Regards,



Superintendent Steve Ridout
Commander, Municipal Policing Bureau

Attachments P-PSAP Agreement
P-PSAP Information Package



OPP PROVISION OF
9-1-1 PRIMARY PUBLIC SAFETY
ANSWERING POINT (P-PSAP)
SERVICES

OPP 9-1-1 P-PSAP Services

The Ontario Provincial Police (OPP) was established in 1909 and is one of the largest police forces in North America, with 5,500 uniformed officers, 2,500 civilian employees and 600 Auxiliary officers. The OPP operates under the Police Services Act and serves Ontario by protecting its citizens, upholding the law and preserving public safety. Many of the services provided by the OPP, including frontline policing, communications and 9-1-1 Primary Public Safety Answering Point (P-PSAP), are provided under contract to Ontario municipalities.

A P-PSAP is responsible for answering all calls to 9-1-1 for police, fire and ambulance services. A 9-1-1 calltaker will triage the caller's needs and forward the call directly to the appropriate emergency service(s) — known as a secondary Public Safety Answering Point (S-PSAP) — for action and follow-through.

The OPP provides primary PSAP and secondary PSAP services to many municipalities in Ontario.

Trained OPP personnel have expertise in both calltaking and dispatch functions and are available to provide 9-1-1 P-PSAP services 24 hours per day, seven days per week, 365 days per year.

Presently, the OPP has agreements with 111 Municipalities, First Nations, Local Services Boards and other 9-1-1 Authorities to provide P-PSAP services in geographical areas that are policed by the OPP, as well as in some areas where policing is provided by a Municipal Police Service.

If a Municipality chooses to accept an OPP contract for the provision of 9-1-1 P-PSAP services, the resources of the Provincial Communications Centre (PCC) will focus on meeting the needs of the Municipality, as set out in the contract.

Advantages of accepting an OPP contract for the provision of 9-1-1 P-PSAP services to the Municipality include improved situational awareness during incidents, which is crucial to establishing the most efficient emergency communications systems possible. Additionally, it allows for improved control and coordination of major incidents, an assured Grade of Service, consistent use of state-of-the-art technology and continuous service provided at a defined cost.

The information contained in this document outlines OPP-provided P-PSAP services.

Technical and Operational Information

Provincial Communications Centres Providing Call Answering

A Provincial Communications Centre is the incoming communications centre and acts as the primary interface between the public and the OPP for both non-emergent and emergency calls, including 9-1-1. The OPP currently operates four (4) Provincial Communications Centres in Ontario. Each OPP Provincial Communications Centre operates in compliance with the provisions of Ontario Regulation 3/99 governing the adequacy and effectiveness of police services (Adequacy Standards).

For a Municipality under contract with the OPP for 9-1-1 P-PSAP service, the OPP provides continuous and uninterrupted services through one of two Provincial Communications Centres: the North Bay Provincial Communications Centre is designated as the primary call answering centre, with another OPP Provincial Communications Centre serving as the backup location. This is required as part of the Bell Canada service plan. Staff and system requirements necessary for the provision of this service to the municipality are available upon acceptance of the OPP as the provider of P-PSAP services. 9-1-1 calls will be answered and directed to the appropriate public safety agencies within the municipality's 9-1-1 Public Emergency Reporting Service (PERS). In order to accommodate 9-1-1 P-PSAP responsibilities for the municipality, Bell PERS will be required to install circuits to direct the calls appropriately to the OPP. This work will be completed without any cost to the municipality as part of the Bell service plan.

Staffing of Provincial Communications Centres

The OPP staffs all its Provincial Communications Centres with qualified civilian and uniform OPP members. The OPP also manages all the personnel and equipment required to receive and process all emergency calls directed to the P-PSAP. A Provincial Communications Centre is typically staffed based on historical workloads and software algorithms that identify the number of required personnel to adequately meet the OPP Grade-of-Service target. During normal operations the calltaker and dispatcher functions are separated, although all operators are trained to perform both roles. On-duty civilian Communication Teams Leaders and OPP uniform supervisors provide full-time, on-site supervision and support at all times.

The OPP is thoroughly familiar with the operation of the 9-1-1 PERS, as it is a part of normal day-to-day operations. OPP personnel have considerable experience in dealing with emergent situations and serving the public directly. This experience and fundamental orientation are of benefit to the citizens of a municipality that contracts with the OPP as a P-PSAP provider.

Training

Provincial Communications Centre staffing is of utmost importance to the OPP. For the calltakers as the first points of contact for the public during an emergency and for the dispatchers who coordinate the movements and actions of frontline police officers, it is mission critical that PCC staff are well trained and in adherence with the OPP's Standard Operating Procedures. All

applicants for OPP Communications Operator positions are subjected to a rigorous screening process involving interviews, pre-employment testing using CritiCall and other position-specific software, psychological testing and security checks. Once hired, they receive extensive training in a classroom environment, followed by practical training in the Provincial Communications Centre, and are matched with an OPP-trained coach during their initial transition. A quality assurance program is in place to ensure employees maintain their skillset and are compliant with organizational standards.

Standards

The Provincial Communications Centres are guided by OPP Standard Operating Procedures that incorporate the Bell Canada Standards Manual. These procedures are applied consistently to all OPP 9-1-1 customers. The OPP currently has a service level objective of answering 95% of all 9-1-1 calls within two rings. Performance of all call answering activity is regularly measured and reviewed. The 9-1-1 P-PSAP calls are the highest rated priority in the system and are always answered first. Note: The standard ringing cycle is six seconds and is fixed by the telephone company. Accordingly, the maximum time for two ringing cycles is 12 seconds from start to finish.

Each Provincial Communications Centre is equipped with digital reader boards that display information including the number of calls waiting in the queues and the time for the longest outstanding call. The reader boards are programmed to sound an audible alarm at pre-set limits, alerting the calltakers to this critical information. Immediately upon an alarm sounding, prompt action is taken to address the situation to relieve pressure. Team leaders continually monitor call activity and assign duties as required by the situation. Use of this equipment facilitates efficiencies in call answering.

Redundancy and Back-up Sites

Both the P-PSAP (the North Bay Provincial Communications Centre) and the back-up location (another OPP Provincial Communications Centre) are equipped with the same types of equipment and provide equivalent operation and service.

Back Up Site: The operation of the Provincial Communications Centres is mission critical to the OPP. The OPP has developed plans to deal with various system failures or disasters. There are several options to deal with emergent situations up to and including transferring all operations to the back-up location. This includes 9-1-1 PERS service (P- PSAP and Secondary PSAP (S-PSAP)) and regular OPP direct dial services via 888-310-1122/33. It should also be noted the telephone company services (regular Central Office and 9-1-1 PERS) for both the North Bay Provincial Communications Centre and the back-up location are provided via a fibre ring that provides redundant access from the local Bell Central Office. Both locations are also served by different Bell digital multiplex system (DMS) switching systems.

Multi-Language/Hearing-Voice Impaired Calls

All 9-1-1 calls are initially answered in English. Bilingual (French/English) communicators at each Provincial Communications Centre are able to answer a call in either official language. The OPP

will respond, as provided by the French Language Services Act, to both verbal inquiries and written correspondence received in French. The OPP subscribes to an interpretation services telephone line and regularly uses this service to access live translation services in additional languages, as required. To assist with Deaf, deafened, and hard of hearing callers, each Provincial Communications Centre is equipped with a minimum of two (2) TTY devices which are connected to the telephone systems, ensuring calls can be transferred as required. These devices are also used by the OPP to provide similar service through the direct dial 1-888-310-1133 phone number.

The Communications Centre Logger (CCL) system

Every Provincial Communication Centre is equipped with the Communications Centre Logger (CCL) system to capture and store call recordings. Multi-channel digital recorders provide continuous long-term storage on a 24-hour basis. The recorders are redundantly configured in order to ensure continuity of recordings. Copies of recordings are archived to an additional on-site and off-site data server in order to ensure availability in case of hardware failure. All telephone calls are recorded for the duration that the operator's phone remains off hook. All radio transmissions are recorded for the duration of the radio PTT transmission. The CCL system does not record dead air in-between calls or transmissions. Exports of audio recordings are presented as a collection of timestamped clips where each clip represents a single call or transmission.

Records are retained for a seven (7) year plus current year period. Recordings of 9-1-1 related calls are the property of the OPP and no ownership can be accorded to the Municipality. These records contain other proprietary information.

Requests for copies of CCL system recordings are processed by the OPP Technology Disclosure Unit (TDU).

Automatic Number Identification/Automatic Location Identification (ANI/ALI)

ANI (Automatic Number Identification) is the automatic display at the PSAP of the telephone number associated with the line which called 9-1-1. ALI (Automatic Location Identification) contains details about the location, including the GPS coordinates or the civic or mailing address and other identifying information such as the building name or suite number that is associated with the ANI from the database where the PSAP is connected. All Bell 9-1-1 PERS ANI/ALI data and associated information received with each individual 9-1-1 calls is recorded. The OPP is responsible for its own operations and can accommodate the reception of ANI/ALI data. The ANI/ALI data may be transferred or "downstreamed" to Secondary PSAP agencies.

The OPP is prepared to provide to authorized individuals, copies of audio recordings, as it directly pertains to the Municipality's P-PSAP operation for purposes of civil litigation and/or criminal proceedings. Requests for such information must be received in writing at least five days prior to the end of the seven-year retention period for audio recordings. The OPP will retain the originals until such proceedings are complete.

Online Conferencing

The Bell PERS system has a maximum conference capability of three (3) parties. In operation, the P-PSAP will conference the originating 9-1-1 caller to the requested service (police/fire/ambulance). It is then the responsibility of the Secondary PSAP that receives the 9-1-1 call from the P-PSAP, to manage the situation and conference others as required. The OPP can add a fourth party (i.e., interpretation services) via the Meridian conference feature.

Reports

The OPP will provide reports, the frequency of which shall be monthly or as determined in consultation with the Municipality, which will show the overall efficiency of the P- PSAP operation in answering 9-1-1 calls, as well as the volume of calls handled for the Municipality.

The OPP notifies Bell Canada of any identified addressing errors related to the ANI/ALI addressing database. As a standard practice, the OPP reports any noted failures of the 9-1-1 PERS system to Bell Canada.

Costs

The OPP determines the costs for this service based on the population of the community. The annual rate per capita is \$0.561.

Additional Charges

The annual rate shall be reviewed at the end of every calendar year, and it may be revised by the OPP based on changes to the residential population or to the per capita cost charged by the OPP. If the residential population of the Municipality increases or decreases by more than 10% during either the previous year, or cumulatively since the date the Agreement began, the annual rate shall be adjusted accordingly for the following year, and the Municipality shall be obliged to pay the OPP the revised annual rate. The OPP shall determine the annual revisions to the residential population using population figures found in the latest version of the Ontario Municipal Directory, or if not found there, then in other recognized sources.

Allowances for Business Interruptions

Due to the equipment redundancy and back-up provisions, the OPP does not expect any disruption to P-PSAP service. To date there has been no service interruptions to P-PSAP services that are attributable to the OPP. The OPP have committed significant resources to the telecommunications infrastructure to prevent disruptions and consequently are not offering any monetary allowances.

Preparing for Next Generation 9-1-1 (NG9-1-1)

Under a directive from the Canadian Radio-television and Telecommunications Commission (CRTC), all telephone companies are mandated to update their networks in order to be ready to provide next-generation (NG9-1-1) services in the future.

As consumer telecommunication devices continue to evolve with changing technology, the 9-1-1 system must keep pace in order to maintain and further enhance public safety.

NG9-1-1 is the mandatory replacement of the current 9-1-1 service in Canada. Rather than a series of different, proprietary telephone systems, NG9-1-1 is an ecosystem of integrated, standards-based systems from coast to coast to coast. It will comply with a standard developed by the North American Emergency Number Association (NENA) which forms the basis for compatible deployment of this new service in Canada, the United States and around the world.

The change to NG9-1-1 will significantly enhance public safety communications services in an increasingly wireless, mobile society with new broadband network capabilities, notably:

- It will be a national level network that will facilitate emergency communications between citizens and emergency services.
- It will be a standards-based, secure platform specifically for 9-1-1 emergency communications across Canada.
- It will provide OPP PCC Communicators with enhanced caller location and subscriber information, improving their ability to dispatch officers as quickly as possible.
- NG9-1-1 will improve interoperability between emergency services agencies by allowing P-PSAPs to transfer calls efficiently and seamlessly share information from PSAP to PSAP.
- NG9-1-1 will allow the public to real-time text (RTT) 9-1-1 directly and in the future, allow callers to send photos and videos.

By March 1, 2022, all networks were updated to prepare for NG9-1-1. Additional milestones will be put in place by the CRTC, culminating in the decommissioning of the existing 9-1-1 system and full implementation of NG9-1-1 by March 2025.

The OPP is a national leader in NG9-1-1 adoption and implementation and has committed resources to ensuring the safety and security of the new NG9-1-1 network.

Working in partnership with hardware and software stakeholders, the OPP is expecting to begin the NG9-1-1 migration process early in 2024.



CANTON – BONFIELD – TOWNSHIP

FROM THE OFFICE OF MAYOR NARRY PAQUETTE

365 Highway 531

Bonfield ON. P0H 1E0

Email: npaquette@bonfieldtownship.com- Website: www.bonfieldtownship.com

TELEPHONE (705) 776-2641 – FAX/TELECOPIEUR (705) 776-1154

September 24th, 2024

Township of Calvin
1355 Peddlers Dr RR2
MATTAWA ON P0H 1V0



Dear Mayor and Council,

It is the Township of Bonfield Council’s custom to hold a solemn ceremony on or about November 11th-Remembrance Day-to honour Canada’s fallen soldiers from the War of 1812 through Afghanistan. We celebrate the men and women who fell while serving and protecting this great country. This is a traditional ceremony which is held at the eleventh hour of the eleventh day of the eleventh month each year.

This year, once again, we will hold a simple ceremony at the Township’s Cenotaph located at 365 Highway 531 on municipal grounds at the Kaibuskong Park. Our local veterans, members of various Royal Canadian Legions, Veterans Affairs, First Nations, Ontario Provincial Police, Members of Parliament, Knights of Columbus, residents, local schools and surrounding municipalities who observe the tradition of Remembrance Day will be invited to the ceremony.

I would like to extend to you an invitation to attend this ceremony which begins at 10:45 am (and will end at approximately 11:30 am) **on Sunday, November 10th, 2024.** The Cenotaph is located in the Kaibuskong Park at 365 Highway 531, Bonfield Ontario.

Sincerely yours,

Narry Paquette

Narry Paquette, Mayor
Township of Bonfield



October 7, 2024

CAO Report to Council: Rural Ontario Municipal Association (ROMA) 2025 Conference

PURPOSE:

To advise Council of the Rural Ontario Municipal Association (ROMA) 2025 Conference AND obtain Council's decision about participation at the Conference.

BACKGROUND:

The Rural Ontario Municipal Association (ROMA) Conference is a highly regarded annual event that gathers representatives from near 400 municipalities across Ontario. Scheduled for Sunday, January 19 to Tuesday, January 21, 2025, in Toronto, the conference offers a platform for discussions on rural issues, policies, funding opportunities, and best practices. Cost: \$670 pp + accommodations/travel (add \$100 pp after Oct 31). This conference is particularly significant for small rural municipalities like Calvin, as it focuses on the unique challenges faced by small municipalities. ROMA is tailored to address the needs of rural municipalities, provides opportunities to share information and strategies that are relevant to our operations and community challenges. Attendance will allow Calvin's representatives to connect with peers who share similar concerns, facilitating collaboration and the exchange of valuable strategies.

RATIONALE FOR ATTENDANCE:

ROMA's 2025 conference theme is "Rural Routes". It will offer educational programming, expert panels, keynote speakers and so much more, all from a rural perspective and the day-to-day realities of local municipal leaders. For these reasons, most Municipalities in Ontario are represented at ROMA conferences by both their senior staff and Council.

The benefits of attending the ROMA Conference include:

- Learning Best Practices: Insights from other small rural municipalities can lead to actionable strategies that enhance local governance and service delivery.
- Targeted Insights: Participants will gain critical updates on rural policy changes, legislative trends, and funding programs specifically designed for rural communities such as Calvin.
- Networking Opportunities: The conference provides a unique chance to engage with representatives from municipalities that are comparable in size and facing the same issues. This networking can lead to fruitful partnerships and collaboration on shared priorities.

ANALYSIS and OPTIONS

Council has elected to not attend any provincial or Northern Ontario conferences this term to date. ROMA is the first conference to take place in 2025.

Both CAO and Roads Superintendent would benefit from attending this year's conference given the anticipated content, based on the theme – Rural Routes. Options for Council to consider this meeting in order to take advantage of early bird pricing and conference capacity limits to accommodate attendance:

2 senior staff attend ROMA 2025

+Mayor will attend ROMA 2025

OR + Mayor and other Councillors will attend ROMA 2025. If yes, how many

OR No Council member will attend ROMA 2025

OR no Senior Staff will attend ROMA 2025.

Respectfully submitted, Donna Maitland, CAO





MUNICIPALITY OF CALVIN

1355 PEDDLERS DRIVE, MATTAWA ON, P0H 1V0

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

building@calvintownhsip.ca • www.calvintownship.ca

BUILDING REPORT

MONTH: September, 2024

1. NUMBER OF PERMITS ISSUED	4
2. TOTAL MONTHLY VALUE	\$576,000
3. TOTAL FEES COLLECTED	\$740
4. TOTAL BUILDING VALUE TO DATE	\$2,232,000
5. TOTAL FEES COLLECTED TO DATE	\$6,985

COMMENTS:

Permit: 17-2024	Type: Camp	Value: \$10,000	Fee: \$190
18-2024	Canopy over trailer	\$11,000	\$810
19-2024	Prefab Camp	\$15,000	\$100
20-2024	Addition to dwelling	\$540,000	\$450

Note: Permit 18-2024 Not pick up or paid for.

SHANE CONRAD
CHIEF BUILDING OFFICIAL

Building Report

September 2024

September 03: - Submitted August building report to MPAC, CMHC, StatsCan.

- Emails and phone calls.
- Submitted August building report to council.
- Plan review and issued permit 17-2024 for a camp at 1261 Homestead Rd.
- Travelled to 487 Moreau Rd. for inspection

September 06: - Call from property owner wanting to know where they can build.

September 09: - Call from property owner asking about material for backfill.

- Text for property owner with update on garage.

September 11: - Travelled to 1226 Peddlers Dr. for site visit.

- Plan review of two purposed builds.
- Inspection report.
- Emails and phone calls.

September 13: - Text from property owner, wants inspection.

September 16: - Call from property owner with question about framing.

September 18: - Emails and phone calls.

- Issued permit 18-2024 for a canopy over trailer at 166 Talon Lake Rd.
- Travelled to 281 Peddlers Dr. for inspection, then travelled to 49 Booth Rd. for inspection.

September 20: - Call from contractor wanting inspection.

September 22: - Text from Property owner, they sent video of drainage system.

September 25: - Phone calls and emails.

- Travelled to 2156 Peddlers Dr. for inspection, then to 1226 Peddlers Dr. for inspection.
- Travelled to 1007 Homestead Rd. for inspection.
- Plan review and Issued permit 20-2024 for an addition to dwelling at 71 Peaceful Lane.
- Travelled to 77 Moreau Rd. for inspection.
- Issued permit 19-2024 for a prefab camp at 28 Galston Rd.

September 30: - Call from property owner.



Shane Conrad CBO

October 10, 2024

CAO Report to Council: 2023 and 2024 fiscal year audit services

PURPOSE: To provide Council with an update of 2023 fiscal year accounting status and appoint the auditor for 2023 and 2024 fiscal years.

BACKGROUND: In 2023, BDO was engaged as the 2022 auditor (completed in 2024). At that time, it was relayed to current staff by past staff, that BDO was the only auditor who responded to the Municipality's request for proposals for the delivery of audit services. Current staff is unable to locate any documentation as it relates to the implementation of by-law 2004-022 being a by-law to adopt the policies with respect to the procurement of goods and services for the Municipality of Calvin.


As Council is aware, in 2024 the Municipality needed to outsource the creation and completion of 2023 fiscal year accounting transactions. The 2023 fiscal year is now ready to be audited. In the coming months, fiscal year 2024 will come to a close and an audit will need to be performed. Both 2023 and 2024 audit budget expenses were approved at \$20,000.

ANALYSIS and OPTIONS:

In the absence of documentation to support a multi-year RFP process undertaken in 2022 for the provision of single or multi-year audit services, multi-year being typical practice, as per by-law 2004-022, a manager may request exemption from any of all of the purchasing methods outlined in this policy by submission of a report requesting the same to Council. Such exemption may be granted by resolution. At this time, out of an abundance of caution, the CAO is requesting Council approve the engagement of BDO for both the 2023 and 2024 fiscal years and further that the CAO be authorized to enter into a service agreement with BDO for these years.

A RFP for audit services for a 5- year period beginning in 2025 will be issued in early 2025. BDO is aware and encourages this practice.

Respectfully submitted,



Donna Maitland, CAO



THE MUNICIPALITY OF CALVIN
REPORT TO COUNCIL
PUBLIC WORKS DEPARTMENT

To: Mayor and Council
 Subject: Public Works Superintendent's Report
 Author: Ann Carr, Public Works Superintendent
 Date: October 15th, 2024

Purpose:

To update Council of the operations of the Public Works, Landfill and Recreational Departments.

Public Works:

Completed gravel project on Galston Road, Pratt Road and Mount Pleasant Road. 4900 tonnes of gravel was laid on 5 kilometers of road and was packed by a roller packer. The project was completed and remained on budget. This project was funded and not implemented on the tax levy.

Grading of seasonal maintained roads has been completed for the season.

Grading and shaping roads for the winter season has commenced. This will be ongoing as weather permits.

Brushing completed on Peddlers Drive East as well as some portions of Boundary Road. Used the sweeper to control debris on the roadways. In the experiences of the Public Works Superintendent, it was the cleanest brushing that has been witnessed. Andrew Naylor's operator did a great job. This is a maintenance activity and was budgeted for through the operational budget.

Dropped a culvert on Pratt on the seasonal maintained portion to allow proper water flow through the ponds and to prevent flooding from beavers.

Dug out two soft spots on Peddlers and Adams Road. One more to address on Homestead Road.

Begun Capital planning for the budget in 2025.

Removed the Berm on Pautois Hill bridge and fixed shoulders.

Constant patrol of Beaver Dam areas and dam removal.

Prepared By-Law for the management of Beaver Dams and Nuisance Beavers.

Removed old rink liner in preparation of applying new liner.

Had meeting with Landfill staff regarding the changes and expectations with the CMO agreement. Reviewed the Landfill By-Law, Tipping Fees, the use of transparent bags as well as discussed expectations of different positions at the landfill.



THE MUNICIPALITY OF CALVIN
REPORT TO COUNCIL
PUBLIC WORKS DEPARTMENT

Operational activities such as grading, covering the landfill, pothole repair on hardtop surfaces and patrolling has continued throughout the Capital Projects.

Work to be Completed in October:

Prepare equipment for winter operations.

Present Council with Winter Operations Policy.

Prepare RFP for beaver trapper.

Install new rink liner for winter.

Continue shaping roads with the grader for winter.

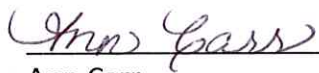
Remove berm on Donalds Road if weather permits.

Reorganize the landfill for ease of winter operations and better traffic flow.

Recommendation:

WHEREAS, the Public Works Superintendent has provided a Public Works Department report for Council **AND THAT** Council accept the report as provided.

Respectfully yours,



Ann Carr
Public Works Superintendent

I concur with this report,



Donna Maitland
CAO, Clerk Treasurer

Wild animal control:

Information for municipalities

Wildlife such as coyotes, wolves, and other furbearing mammals sometimes come into conflict with people. Municipalities are responsible for deciding on and taking appropriate actions when human-wildlife encounters create ongoing conflict situations on municipal property, and can also take action on private property with the permission of the landowner.

The province supports municipalities by providing advice and expertise on actions they can take to resolve such situations.

In many cases, these conflicts can be prevented (see tips at ontario.ca/livingwithwildlife). However, when prevention fails, the Fish and Wildlife Conservation Act allows municipalities to protect their property by harassing, capturing or dispatching a variety of wildlife species, including coyotes, or to hire a licensed hunter or trapper to do so on their behalf. Municipalities may also take action to address human-wildlife conflicts on private property with the permission of the landowner. No approval or authorization is required from the province in these cases.

Any situation that impacts public safety should be referred to the local police as they are the authority to deal with these matters. Police can dispatch an animal if they deem it necessary to protect public safety.

What you need to know

Municipalities may pay licensed hunters or trappers to hunt or trap furbearing mammals within their municipal boundaries. The municipality determines the terms of any such arrangement, including the species of furbearing mammals, the hunters or trappers involved, the number of animals, and the locations and time periods that apply.

Compensation for hunters and trappers is also the responsibility of the municipality. Effective July 1, 2013, municipalities do not need authorization from MNR to make these arrangements.

Hunters and trappers hired in this way must abide by relevant municipal by-laws and all applicable hunting rules and regulations. Conservation officers may monitor the activities of hunters and trappers at any time, to ensure that they are hunting or trapping in accordance with the regulations.

As a reminder, hunters or trappers must:

- Ensure that furbearing mammal pelts are treated in a manner that is consistent with provincial regulations (for example, they are not permitted to abandon pelts of commercial value or allow them to spoil or be destroyed).
- Comply with regulated restrictions on the types of firearms and traps or sets that may be used.

For advice on best management practices and techniques to reduce conflicts and protect property in municipal areas, please contact your local MNR District Office at ontario.ca/mnr/office.

Important links

For more information on preventing conflicts with wildlife, please visit ontario.ca/livingwithwildlife.

To locate a licensed trapper, contact:

Ontario Fur Managers Federation
705-254-3338
email: furmanagers@ontario.ca

To view Ontario's list of furbearing mammals, please visit the Definitions section of Ontario's Hunting Regulation Summary at ontario.ca/hunting.

For more information

1-855-613-4256
Email: mnr.rasc@ontario.ca
ontario.ca/livingwithwildlife

YOU'RE INVITED TO *LEVEL UP!*

SKILLED TRADES 2024 CAREER FAIRS EVENING OPEN HOUSE

**Discover the potential of a
career in the skilled trades!**

WHEN

OCT 16, 2024
3 p.m. – 7:30 p.m.

WHERE

**NIPISSING
UNIVERSITY**
100 College Dr,
North Bay, ON P1B 0A4

WHAT

Gain valuable insights and advice through hands-on exhibits and interaction with real industry professionals and skilled trades representatives.

WHY

Learn about the rewarding career paths available within the skilled trades and get your questions answered.

HOW

This event is an open house. All are welcome and no pre-registration is required.

Visit LevelUpOntario.ca for more information

level up!

Thank you again for joining us in North Bay for the 2024 *Level Up!* Skilled Trades Career Fairs. As we are now 7 days out from the fair at which you are participating, we are emailing you with additional instructions to prepare with.

Location: Nipissing University, 100 College Drive, North Bay, ON P1B 0A4

Set-up: 2pm-8pm Oct 15th, 2024

Student Career Fair: 9am-2pm Oct 16th, 2024

Open House: 3pm-7:30pm Oct 16th, 2024

Tear down: 8pm-10pm Oct 16th, 2024

The fair will run between 9am and 7:30pm inclusive of the student career fair (9am-2pm) and the evening open house (3pm-7:30pm). We recommend arriving between 8:30am and 8:45am on Oct 16th to get settled and ready for student arrival. There will be a brief break for exhibitors between 2pm and 3pm should you need to step away. We've also attached a note about accounting for staff breaks during the day.

When you arrive at the venue, please look for staff with white lanyards at the entrance; they will direct you to the precise area where you can unload your materials and proceed into the venue to set up your exhibit.

As previously discussed, lunch and dinner will be provided at the fair. **Lunch will generally be provided between 12-1 PM and dinner 5-6 PM.**

If you have any further questions, please get in touch.

Finally, we've attached our open house poster for you to share widely to your network!

Thank you,
Caleb and Katie

Contact details for your Exhibitor Liaisons:

Caleb Brohm: 226-973-9801

Katie Boothby-Kung: 613-255-3030



THE MUNICIPALITY OF CALVIN

PUBLIC WORKS DEPARTMENT

To: Council
Subject: Beaver Management By-Law
Author: Ann Carr, Public Works Superintendent
Date: October 15th, 2024

Purpose:

The Municipality of Calvin has ongoing issues with beaver dams on private property causing damage to municipal property which could potentially damage adjacent private property as well. These dams have potential to cause health and safety issues for the public and cost additional tax dollars to

Background:

It was discussed through the Public Works Superintendent Report at the Council meeting on September 10th, 2024, that the public works department are having issues with beaver control methods that is occurring from privately owned lands.

A brief discussion was had concerning that trappers now charge to trap a beaver due the social changes in demand for furs and pelts. The Public Works Operational Budget does not contain a budget line for flood/beaver control. The Public Works Department also does not have the authority to enter onto private lands currently to rectify flooding issues that are affecting municipal infrastructure.

The Municipality may need to deal with potential flood threats caused by beaver dams. Where dams occur on Municipal property, the municipality has authority to remove or alter the dams to minimize or control the negative impacts of flooding on Municipal Roads or property.

While performing routine road patrols or in receiving comments or complaints from the public, the Public Works Department may become aware of beaver activities that represent potential problems for municipal property or infrastructure. In these instances, the Public Works Department may become aware of beaver activities that are located on private lands.

A by-law for the management of beaver will provide a mechanism to allow access to private lands to mitigate potential impacts to the infrastructure of the municipality or alternatively bring awareness to the private property owner that the beaver dam located on their property may potentially impact their neighboring property owners as well as municipal infrastructure.

Legal Authorities:

Municipal Act, 2001, SO 2001, c 25, Section 10

Drainage Act, RSO 1990, cD.17, Section 80(1) and (2)

Fish and Wildlife Conservation Act, 1997, S.O. 1997, Chapter 41, Sections 8 and 31

Drainage Act, RSO 1990, cD.17, Section 80(1) and (2)

Person responsible for obstruction to remove it on notice

80 (1) When a drainage works becomes obstructed by a dam, low bridge, fence, washing out of a private drain, or other obstruction, for which the owner or occupant of the land adjoining the drainage works is responsible, so that the free flow of the water is impeded thereby, the persons owning or occupying the land shall, upon reasonable notice sent by the council of the local municipality whose duty it is to



THE MUNICIPALITY OF CALVIN

PUBLIC WORKS DEPARTMENT

maintain and repair the drainage works or by a drainage superintendent appointed by the council, remove such obstruction and, if it is not so removed within the time specified in the notice, the council or the drainage superintendent shall forthwith cause it to be removed, and the cost thereof is payable to the municipality by the owner or occupant of the land. R.S.O. 1990, c. D.17, s. 80 (1); 1998, c. 18, Sched. A, s. 1 (4); 2010, c. 16, Sched. 1, s. 2 (30).

Collection of cost of removal

(2) If the cost of removing the obstruction is not paid to the local municipality by the owner or occupant of the land forthwith after the completion of the work, the council may pay the cost, and the clerk of the municipality shall place the amount of cost upon the collector's roll against such land and such amount shall be collected in the same manner as real property taxes. R.S.O. 1990, c. D.17, s. 80 (2)

Fish and Wildlife Conservation Act Sections 8 and 31, 1997, S.O. 1997 C. 41

Beaver dams

(3) A person shall not damage or destroy a beaver dam unless the person holds a licence to trap furbearing mammals.

Protection of property

(4) Subsection (3) does not apply to a person, or the agent of a person, who damages or destroys a beaver dam to protect the person's property.

31 (1) If a person believes on reasonable grounds that wildlife is damaging or is about to damage the person's property, the person may, on the person's land,

- (a) harass the wildlife for the purpose of deterring it from damaging the person's property; or
- (b) capture or kill the wildlife. 1997, c. 41, s. 31 (1).

Municipal Act, 2001, SO 2001, c 25, Section 10(1) (2)

Broad authority, single-tier municipalities

10 (1) A single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public. [2006, c. 32](#), Sched. A, s. 8.

By-laws

(2) A single-tier municipality may pass by-laws respecting the following matters:

1. Governance structure of the municipality and its local boards.
2. Accountability and transparency of the municipality and its operations and of its local boards and their operations.



THE MUNICIPALITY OF CALVIN

PUBLIC WORKS DEPARTMENT

3. Financial management of the municipality and its local boards.
 - 4. Public assets of the municipality acquired for the purpose of exercising its authority under this or any other Act.**
 5. Economic, social and environmental well-being of the municipality, including respecting climate change.
 - 6. Health, safety and well-being of persons.**
 7. Services and things that the municipality is authorized to provide under subsection (1).
 - 8. Protection of persons and property, including consumer protection.**
 - 9. Animals.**
 10. Structures, including fences and signs.
 11. Business licensing. [2006, c. 32](#), Sched. A, s. 8; [2017, c. 10](#), Sched. 1, s. 1.
-

ANALYSIS:

The Municipality has had many occurrences of beaver dams failing or obstructing water flow. Maintaining beaver dams is a difficult maintenance activity without removing the beavers or having documented access to private property to provide preventive maintenance activities to address the issues arising from beaver dams being located on private property.

The issue with dams is becoming more prevalent as we are seeing an increase in the number of dams reported and located by Public Works staff either on municipal property or private property. Patrols for the known location of these dams are done to ensure that there are no blockages in our drainage systems. The Public Works Superintendent has reviewed other beaver by-laws in relation to beaver dams and have prepared the attached by-law for review by Council. This by-law is enacted in East Ferris, Bonfield, East Nipissing, Huntsville and Bancroft to name a few.

FINANCIAL IMPACTS:

Uncontrolled releases of beaver dams create uncontrollable budget overruns due to unforeseen costs resulting in large-scale damages that are caused to municipal infrastructure and to residential property.

Impact on the operational budget will include time and resources to investigate and enforce the by-law. In addition, research on properties and follow up inspection to determine compliance with the by-law and any remediation that will be required.

Issues without a by-law:

1. Access to private property.
2. Potential civil liability through damages to others, caused by the action or lack thereof regarding private property causing damages to municipal infrastructure.
3. Applicability of sections of the Fisheries Act which prohibits the destruction or alteration of fish habitat.
4. Collection of costs to maintain flooding which is caused by private property owners.



THE MUNICIPALITY OF CALVIN

PUBLIC WORKS DEPARTMENT

5. The by-law will provide a process to as to which staff will follow to educate our residents about maintaining beaver dams on their property as well as highlight the course of action that staff the resident can expect to rectify the issues.
-

FURTHER INFORMATION:

Also, in the discussion at the Council meeting of September 10th, 2024, it was discussed that the Public Works Superintendent was going to investigate whether or not that Public Works staff could be trained to become a licenced trapper on behalf of the Municipality. The Public Works Superintendent reached out to an instructor to investigate the possibility of training municipal public works staff to trap nuisance beaver. It was discussed that a licenced trapper would require to pelt the beavers that are trapped as per the legislation in the Fish and Wildlife Conservation Act.

It is in the opinion of the Public Works Superintendent that the Municipality does not need to add pelting beavers to the requirements of municipal staff. The Public Works Superintendent recommends that the Municipality execute a Request for Proposal (RFP) for the services of trapping nuisance beaver and that the awarded cost be implemented into the 2025 budget for flood control purposes.

RECOMMENDATION:

WHEREAS the Public Works Superintendent discussed the need for a licenced trapper to be hired for the purpose of flood control as well as the need for a Beaver Dam and Nuisance Beaver By-Law at the Council meeting on September 10th, 2024;

AND WHEREAS the Public Works Superintendent with consultation of the CAO, has prepared a draft By-Law for the purpose of discussion for the Council;

AND FURTHERMORE, the Public Works Superintendent recommends to Council to permit the Public Works Superintendent to prepare a Request for Proposal to hire a licenced trapper for the purpose of flood control.

Appendix-Proposed By-Law

Respectfully yours,

Ann Carr

Public Works Superintendent

I concur with this report,

Donna Maitland

CAO

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

BY-LAW NUMBER XXXX

**BEING A BY-LAW TO ADOPT A POLICY RESPECTING THE MANAGEMENT OF BEAVERS AND
BEAVER DAMS IN THE MUNICIPALITY OF CALVIN**

WHEREAS pursuant to Section 10(1) and 10(2) of the Municipal Act, S.O. 2001, c.25, as amended, the “Municipal Act” authorizes a single-tiered municipality to provide any service or thing that the municipality considers necessary or desirable for the public, and a single tiered municipality may pass by-laws respecting the following matters; Public Assets of the municipality acquired for the purpose of exercising its authority under this act or any other act, the health and safety and well being of persons, protection of property including consumer protection and animals;

AND WHEREAS Sections 8(3)(4) and 31(1) of the Fish and Wildlife Conservation Act, 1997, S.O. 1997,c.41, as amended, authorizes a person or the agent of a person, to damage or destroy a beaver dam to protect the person’s property, and if a person believes on reasonable grounds that wildlife is damaging or is about to damage the person’s property, the person may, on the person’s land, (a) harass the wildlife for the purpose of deterring it from damaging the person’s property; or (b) capture or kill the wildlife. 1997, c.41, s.31(1);

AND WHEREAS Section 80(1)(2) of the Drainage Act, TR.S.O. 1990, cD.17 as amended from time to time, beaver dams constructed on private property and the damage they may cause due to flooding, breaches and related hazards to drainage are the responsibility of the private property owner;

AND WHEREAS Part XIV, Sections 425 to 447.9 of the Municipal Act, S.O. 2001, c.25 as amended, gives the authority to a municipality to enforce its by-laws including the issuance and enforcement orders, rights of entry, rights of remedial action and the right to recover its costs; and further Section 446 (3) The municipality may recover the costs of doing a matter or thing under subsection (1) from the person directed or required to do it by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes;

AND WHEREAS the Council of the Corporation of the Municipality of Calvin believes it to be in the public interest to regulate and control flooding that may be caused by beaver dams in order to protect public infrastructure and the health and safety of the public;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF CALVIN
ENACTS AS FOLLOWS;**

1.0 Definitions

- 1.1 **“Beaver”** means a large semiaquatic broad-tailed rodent that is native to North America. It is noted for its habit of gnawing through tree trunks to fell the trees in order to feed on the bark and build “dams”;
- 1.2 **“Beaver Dam”** means a structure constructed by a Beaver to create a pond to protect against predators and to store food during the winter;
- 1.3 **“By-Law”** means Corporation of the Municipality of Calvin By-Law XXXX, short title “Management of Beavers and Beaver Dams By-Law”;
- 1.4 **“By-Law Enforcement Officer”** means a person who is appointed by Council as a Municipal Law Enforcement Officer to enforce by-laws enacted and passed by Council;
- 1.5 **“Council”** means the Council of the Corporation of the Municipality of Calvin;
- 1.6 **“Municipality”** means the Corporation of the Municipality of Calvin;
- 1.7 **“Owner”** means the registered Owner of the land and also includes the Owner of the animal and also includes a trustee acting on behalf of the registered Owner, the estate of a registered Owner and a Person with a leasehold interest in the land;
- 1.8 **“Person”** means any human being, association, firm, partnership, incorporated company, corporation, agent or trustee, and the heirs, executors or other legal representatives of a Person to whom the context can apply, according to law, and that wherever this By-Law refers to an Owner or Person that the reference to gender or the gender neutral, the intention is to read the By-Law with the gender applicable to the circumstances;
- 1.9 **“Director”** means a person or designate, who is employed by the Municipality and is responsible for overseeing the maintenance of municipal roads and infrastructure (Public Works Superintendent) or their designate;

- 1.10 **“Drainage Works”** includes a drain constructed by any means, including the improving of a natural watercourse, and includes works necessary to regulate the water table or water level within or on any lands or to regulate the level of the waters of a drain, reservoir, lake or pond, and includes a dam, embankment, wall, protective works or any combination thereof.

2.0 General Prohibitions-Flood Risks

- 2.1 For the purposes of this By-Law, a flood risk is created where a Beaver Dam or other obstruction allows water to collect in a manner that might reasonably be expected to cause flooding or other damage to private property, highways, culverts, bridges, drainage works or other municipal property, if the water collected were to rise or to escape.
- 2.2 No Person or Owner shall permit a Beaver Dam or other obstruction on their property that may create a flood risk or threaten health and safety of the public, or which may cause damage to municipal property or private property.

3.0 Administration

- 3.1 If an inspection of a property reveals that the prohibition set out in 2.2 of this By-Law has been or will be breached due to the presence of a Beaver Dam and damage to Municipal property is likely to occur or has occurred, the Director may issue an order to have the Beaver Dam removed and shall forward copies of the same addressed to each Owner of the property so identified by the municipal tax rolls which the Beaver Dam is located, and to any occupier of the property to whom the Director considers the order should also be issued. The order shall also be posted in a conspicuous place on the property. Where damage to a municipal property has already occurred, the order shall also require the repair of that damage at the cost to the Owner(s).
- 3.2 If it appears to the Director that damage to Municipal property is presently occurring or, on reasonable grounds, that protection of Municipal and private property requires immediate action, the order shall require immediate compliance on the date of issuance of the order.
- 3.3 If an inspection of a property reveals that the prohibition set out in section 2.2 of this By-Law has been or will be breached due to the presence of a Beaver Dam

on the property and the Director is in the reasonable opinion that the presence of the Beaver Dam creates a risk to public health and safety that must be remedied immediately, the Municipality may enter onto the property with such employees, agents or contractors and equipment and take all reasonable measures necessary to correct this situation creating the risk to public health and safety. Under such circumstances, notice shall be given to the Owner and the Owner will have (30) thirty days to pay the invoice. If payment has not been received after (30) days, the invoice will be collected in the same manner as real property taxes.

- 3.4 If an inspection of the property reveals that the property does not conform to the standards prescribed in section 2.2 of this By-Law and the circumstances in section 3.2 are not present, the Director may issue a written order to the Owner or occupant of the property or both, setting out that the Person to whom an order has been issued are jointly or severally liable for all the costs to the Municipality of locating and removing the Beaver Dam in compliance with all the applicable legislation, and for the costs associated with any other remedial work to rectify damage caused to Municipal property, as described in the order.
- 3.5 Any order issued by the Municipality in accordance with this By-Law shall be served personally or by registered mail sent to the last known address of the Person to whom the order is to be given, in which event the service shall be deemed to have been made on the seventh day of mailing.
- 3.6 Every Owner shall comply with an order issued under the authority of this By-Law. If the Owner of the property to whom an order has been given in accordance with this By-Law does not comply with the order within the time prescribed in the order, the Municipality may, in addition to all other remedies, cause the property to be brought into a condition that conforms to this By-Law at the Owner's expense and, for this purpose, the Municipality's employees or agents shall enter onto the property at any reasonable time without further notice to the Owner or occupant in order to do such work and remedy any contravention of this By-Law.
- 3.7 The Municipality shall collect any costs incurred by it to remedy any non-compliance with section 2.2 of this By-Law by adding the costs, plus a 10% (ten percent) administration fee. Any outstanding amounts on which the work was performed will be added to the tax roll of the property.

- 3.8 Despite any actions taken in respect to this By-Law, the Municipality shall not be liable to compensate the Owner, occupant or any other Person by reason of anything done by or behalf of the Municipality in the reasonable exercise of its - powers under this By-Law.

4.0 Entry and Inspection

- 4.1 A Director or By-Law Enforcement Officer or their designate shall at any time reasonable to determine whether this By-Law is being complied with. The use of a drone may be used for the inspection of a property.
- 4.2 Every Person shall permit a Director or By-Law Enforcement Officer or their designate to inspect any land for the purposes of determining compliance with this By-Law.

5.0 Obstruction

- 5.1 No Person who shall hinder or obstruct, or attempt to hinder or obstruct, any Director or By-Law Enforcement Officer or their designate from exercising a power or performing a duty under this By-Law.

6.0 Offences and Penalties

- 6.1 Any Person who contravenes any provision of this By-Law is guilty of an offence and upon conviction, is liable to a fine as provided for by the Provincial Offences Act, R.S.O. 1990, c.P.33, as amended.
- 6.2 Any Person who fails to comply with an order or any part thereof issued pursuant to this By-Law is guilty of an offence.
- 6.3 Upon conviction, an individual found guilty of an offence is liable to a fine not to exceed the maximum provided under the Provincial Offences Act, exclusive of costs, and every such fine shall be recoverable under the Provincial Offences Act.

7.0 Severability

- 7.1 If any provision of this By-Law is declared by any court or tribunal of competent jurisdiction to be illegal or inoperative, in whole or in part, or inoperative in certain circumstances, the balance of the By-Law, or its application in other circumstances, shall not be affected and shall continue to be in full force and effect.
- 7.2 If a provision of this By-Law conflicts with an Act or regulation or another by-law, the provisions that are most restrictive shall prevail.

7.3 If a court of competent jurisdiction should declare any section or part of a section of this By-Law to be invalid, such section shall not be construed as having persuaded or influenced Council to pass the remainder of the By-Law and it is hereby declared that the remainder of the By-Law shall be valid and shall remain in force.

8.0 Schedules

8.1 Schedules "A", "B" and "C" shall form part of this By-Law.

9.0 Short Title

9.1 This By-Law shall be known as the "Management of Beaver and Beaver Dams By-Law."

10.0 Municipality Not Liable

10.1 The Municipality assumes no liability for property damage or personal injury resulting from remedial action or remedial work or lack thereof of the Owner of private property.

11.0 Passage

11.0 This By-Law shall come into force and effect on the day it is passed by Council.

READ A FIRST, SECOND AND THIRD TIME THIS XX DAY OF XXXXXX, 2024

MAYOR

CAO, CLERK

SCHEDULE "A" TO BY-LAW XXXX

Policy and Procedure for the Management of Beavers and Beaver Dams

The Council of the Corporation of the Municipality of Calvin deems it expedient to adopt a policy and procedure to deal with potential flooding threats caused by Beaver Dams. These structures, with associated head ponds, often do adversely impact public roads, and the health and safety of the public.

Where Dams occur on Municipal property, the Municipality has clear authority to remove or alter the dams to ensure negative impacts of flooding on a public road(s) to minimize or control flooding.

Where Dams occur on private lands, the Township will encourage landowners to manage these nuisance animals and structures in an effort to help and protect public assets from the negative impacts of flooding, which may occur when Dams are suddenly breached as well as oversee any potential damage caused and ensure health and safety of the general public.

The Municipality will require corrective action as necessary to prevent damage to public infrastructure, in accordance with this By-Law.

1.0 Situations and Circumstances

- 1.1 On performing road patrols or in receiving comments or complaints from the public, the Director or designate, may become aware of Beaver activities that represent potential problems for municipal infrastructure. In such instance, the Director or designate will make an assessment as to whether municipal property is or soon will be damaged because of beaver activities and identify the safest and most effective method to address problems associated with these activities and the health and safety associated for the general public.
- 1.2 If the Beaver Dam or blockage is located on municipal property, the Director or designate will remove the Dam or blockage if risks to public safety or property damage so warrant and may contact a licensed trapper to trap or dispatch the Beaver(s). The trapper shall be licensed by the Ministry of Natural Resources and Forestry (MNRF) and comply with all applicable legislation.
- 1.3 If the Beaver Dam is located on private property, the landowner will be asked, in writing by the Director or designate, to have the Dam removed or altered in such a manner as to prevent flooding damage to municipal property. The contact information for a licensed

trapper will be provided to the landowner. Alternatively, the landowner's permission will be obtained in writing, using the form attached as Schedule "B" to this By-Law, for municipal staff to enter onto the property to remove or alter the Dam and or to allow the licensed trapper to enter on the private lands. In obtaining consent for municipal involvement, the Owner will be asked to acknowledge and agree, in writing, the Municipality will not be held responsible for damages that may occur when altering or removing a Dam by Municipal or contracted resources and/or trapper being assigned to commence trapping on said private lands.

- 1.4 If the landowner refuses access to the property or to population control of the Beaver, the landowner will be sent a registered letter from the Director or designate informing them that they will be held liable for any damages caused to municipal property or harm caused to the public because of the Beaver Dam suddenly being breached or washed out.

2.0 Emergency Situations

- 2.1 There may be an emergency that may arise where water levels and the volume of retained water created by a Beaver Dam(s) represent an imminent flood threat to a public asset (road, bridge, culvert, etc.) which in turn could impact public safety. In such instances, the Director or designate, shall assess the threat, determine the risk of damage to the public asset and take action to alter or remove the Dam to lower the threat of flooding to an acceptable level.

- 2.2 Authority to take such emergency action is referenced in the Fish and Wildlife Conservation Act as follows:

Beaver Dams- Section 8(3) states: A person shall not damage or destroy a Beaver Dam unless the person holds a license to trap fear bearing animals.

Protection of Property-Section 8(4) states: Subsection (3) shown above, does not apply to a person, or agent of a person, who damages or destroys a Beaver Dam to protect the person's property.

- 2.3 In accordance with 2.2 above, under an emergency situation, as determined by the Director or designate, Municipal staff or an appointed contractor or agent may enter onto private property to alter or remove a Beaver Dam with the objective of "protecting property" such as a public road.

3.0 Risk Assessment Procedure

- 3.1 A risk assessment will be conducted by the Director or designate to determine if an emergency response is required.
- 3.2 Where, as a result of excessive water associated with a Beaver Dam(s), water is being held against a road to the extent that the road is deemed unsafe for public travel and/or it is apparent that road failure is possible then emergency actions will be initiated including entry to private land to remedy the problem.
- 3.3 Where there is a sufficient head of water being held behind a Beaver Dam that if released quickly would overwhelm the road and related drainage system, thereby representing a serious threat to infrastructure and/or public safety, then emergency actions will be initiated including entry onto private lands to remedy the problem.
- 3.4 In either of the above situations (3.2 or 3.3), the threat of damage may be heightened if weather conditions and predictions call for greater rain or run-off that would increase water volumes and increase washout possibilities.



SCHEDULE "B" TO BY-LAW XXXXX

Property Access Form

Date: _____

Landowner Name: _____

Location of Property: _____

Mailing Address: _____

Select an Option Below:

___ Option A:

I will provide the Municipality of Calvin staff, agent and or licensed trapper permission to access the above-mentioned property for the purpose of dealing with beaver dams and or nuisance beaver, and to be invoiced for such works.

In obtaining consent, the Municipality will not be held responsible for any damage that may occur as a result of altering or removing a beaver dam on the above-mentioned property.

___ Option B:

Refuse to give the Municipality of Calvin's staff, agent or licensed trapper permission to access the above-mentioned property to deal with the nuisance beaver or beaver dams.

NOTE:

- (1) Failure to provide a response to the Municipality in 7 business days of receipt of the Form by Registered Mail will be considered a refusal of access and shall be recorded as such (Option B).
- (2) Refusal of access will result in legal action(s) in the event of any damage caused to municipal property or harm caused to the public because of the breach of a beaver dam and or wash out. Costs incurred shall be added to the tax roll of the property for the damage incurred.
- (3) The Municipality may collect any costs incurred by adding the locating, removal and trapping costs, plus a 10% administration fee, to the tax roll of the property on which the work will be performed in accordance with this By-law.

_____ Option C:

Thank you for the notification of the beaver dam on the property. The above-mentioned property owner will take care of the beaver dam and or nuisance beaver and do not require the assistance of the Municipality's staff, agent or contracted licensed trapper.

It is noted that failure to comply with statement of choosing Option C within 7 business days after receipt of the order, that the Municipality shall hold the landowner responsible as if refusal of access and will result in legal action(s) in the event of any damage caused to municipal property or harm caused to the public because of the breach of a beaver dam and or wash out. Costs incurred shall be added to the tax roll of the property for the damage incurred.

Name of Landowner

Signature of Landowner

Name of Witness

Signature of Witness



SCHEDULE "C" TO BY-LAW XXXXX

SET FINES

The Management of Beavers and Beaver Dams

Provincial Offences Act

ITEM	COLUMN 1 Short Form Wording	COLUMN 2 Provisions Creating or Defining an Offence	COLUMN 3 Set Fines
1	Permit a Beaver Dam or other obstruction on property	Sec.2.2	\$500.00
2	Fails to Comply with an Order	Sec. 3.6	\$500.00
3	Hinders or obstructs any Director or By-Law Enforcement Officer or their designate from exercising a power or performing duty under this By-Law	Sec. 5.1	\$500.00

NOTE: The penalty provision for the offences indicated above is Section 6.0 of By-Law XXXX and section 6.1 of the Provincial Offences Act, R.S.O. 1990, c.P.33

October 11, 2024

CAO report to Council – Procedural By-Law 2024-49 – Minor Amendment

PURPOSE:

To recommend a minor amendment to Procedural By-Law 2024-029

BACKGROUND:

Every municipality in the province of Ontario must have a procedural by-law. **The procedural by-law governs the way that Council and board/committee meetings run. The by-law includes rules for how municipal meetings are called, who is involved, where they happen, and how they proceed.**

On July 30, 2024 Council adopted By-Law 2024-029. In the “definitions” area of this by-law, the following is stated:

Item 1.8 Council Package. “Council Package” means a copy of the Agenda, Closed Meeting Agenda, Agenda, Reports and all other information that Members require prior to a Meeting. The Council Package will be provided in full by way of a PDF attachment emailed to Council and a Condensed Package will be printed in hard copy which will include the Agenda Page, By-Laws and Resolutions only.”

FINDINGS/RATIONALE:

How a meeting package is presented to and received by Council Members falls outside of the definition of a “Council Package”. Additionally, it does not consider individuals’ learning needs or ways in which they can individually, or collectively be best prepared to fully participate in Committee or Council meetings. The current by-law understandably presents a challenge for some Council Members and it would likely have the same impact on future Members. It is the role of staff to support Council Members by assisting them to be as best prepared as they can be to carry out their roles. In this case, if Council Members need a full meeting package in print format, they ought to be able to receive it. Until such time as Council adopts a different policy restricting such requests.

LEGAL AUTHORITY:

While the Municipality is obligated to adopt a Procedural By-law that governs the way Council and board/committee meetings run, and while it must include rules for how municipal meetings are called, who is involved, where they happen, and how they proceed, whether Council Members receive paper or electronic copies of meeting packages should not form part of the Procedural By-Law.

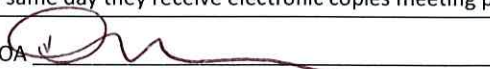
RECOMMENDATION:

That Council for the Corporation of the Municipality of Calvin accept the CAO’s report and recommendation that the definition area of Procedural By-law 2024-49’s specifically 1.8 Council Package be amended to only read:

“Council Package” means a copy of the Agenda, Closed Meeting Agenda, Reports and all other information that Members require prior to a meeting.”

And furthermore, unless individual Council members indicate to staff otherwise, and until such time as Council adopts a policy stating otherwise, with the exception of Closed Meeting packages, paper copies of full meeting packages will be made available to all Council members at the Office on the same day they receive electronic copies meeting packages.

Respectfully submitted. Donna Maitland, COA



THE CORPORATION OF THE MUNICIPALITY OF CALVIN**BYLAW NUMBER 2024-49****BEING A BYLAW TO ESTABLISH RULES GOVERNING THE PROCEEDINGS OF COUNCIL, THE CALLING OF MEETINGS, AND THE CONDUCT OF MEMBERS, STAFF AND THE PUBLIC**

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.

Procedure By-laws

Section 238(2) of the *Municipal Act* requires municipalities to adopt a procedure by-law for governing the calling, place and proceedings of meetings.

Preamble

Council for the Corporation of the Municipality of Calvin ("Council") adopted Interim By-law 2022-062 Being a bylaw to govern and regulate the meetings and proceedings of council and committees of the Corporation Of The Municipality of Calvin and commonly called "The Procedural Bylaw" in accordance with section 238 of the *Municipal Act*.

A Municipality is a level of government and requires formality and procedures in meetings so that clear, informed, written decisions, direction, resolutions, and bylaws can be both adopted and implemented.

Council must adopt by bylaw, the procedures which addresses the rules of order which shall be observed in all proceedings of Council, Committees of Council and Local Boards unless specifically provided otherwise.

Currently, provisions of Bylaw 2024-49 amendment to Bylaw 2022-062, from Interim to the Final Procedural By-Law as this was previously a copywrite By-Law written by Wishart Law which Council does not support.

Decision

Council of the Corporation of the Municipality of Calvin decides it in the best interest of the Corporation to adopt a Final Procedural Bylaw.

Direction

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

1. That this Bylaw may be cited as the "Procedural Bylaw".
2. That in addition to this Bylaw, Members of Council are governed by the following documents and legislation:
 - a) *Municipal Act, 2001*
 - b) *Municipal Conflict of Interest Act*
 - c) *Municipal Code of Conduct*
 - d) *Municipal Elections Act*
 - e) *Municipal Freedom of Information and Protection of Privacy Act*
 - f) *Municipal Emergency Act, 2020 Bil 187*
 - g) *Accessibility for Ontarians with Disabilities Act*
 - h) *Occupational Health and Safety Act*
 - i) *Workplace Harassment/Workplace Violence Policy, By-Law 2023-021*
 - j) *Expected Code of Conduct Policy By-Law 2022-027*
 - k) *Council Code of Conduct By-Law 2024-29*
 - l) *Planning Act*
 - m) *Accountability and Transparency By-Law 2010-026*
 - n) *Remuneration of Council Members By-Law 2022-053*
 - o) *Delegation of Powers & Duties, By-Law 2010-025*
 - p) *Electronic Meetings Protocol (Emergency) By-Law 2020-016*
3. Members of Council shall be familiar with the above-noted documents and legislation and shall rely upon them when making decisions and exercising their powers.
4. That Schedule "A to D" attached hereto forms part of this bylaw:

5. That any changes to this By-Law and or attached schedules may be adopted by By-Law.

6. This Bylaw takes effect on July 30, 2024

Read and adopted by Resolution 2024-269 this 30th day of July,2024.

DEPUTY MAYOR

CAO

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1. Definitions

In this By-Law:

1.1 Ad-Hoc Committee.

"Ad-Hoc Committee" means a Committee to advise Council on a specific issue or project. An Ad-Hoc Committee shall be governed by clear terms of reference, set out in a Resolution or By-Law which includes language indicating when the Committee will cease to exist.

1.2 Agenda.

"Agenda" means the list of business to be conducted at a Meeting.

1.3 Chair.

"Chair" means the person presiding at a Meeting.

1.4 Clerk.

"Clerk" means the person appointed by the Municipality pursuant to Section 228 of the *Municipal Act*, and other relevant legislation.

1.5 Committee of the Whole.

"Committee of the Whole" means a Committee of all Members of Council.

1.6 Consent Agenda.

"Consent Agenda" means a list of items of a routine nature that do not require substantial discussion or debate at a Council Meeting. Items on the Consent Agenda are approved in a single Resolution.

1.7 Council.

"Council" means the elected Members of the Municipal Council.

1.8 Council Package.

"Council Package" means a copy of the Agenda, Closed Meeting Agenda, Reports and all other information that Members require prior to a Meeting.

~~The Council Package will be provided in full by way of a PDF attachment emailed to Council and a Condensed Package will be printed in hard copy which will include the Agenda Page, By-Laws and Resolutions only.~~

1.9 Closed Meeting.

"Closed Meeting" means a Meeting of Council or Committee that is not open to the public pursuant to Section 239 of the *Municipal Act* or other legislation.

1.10 Deputy Mayor.

"Deputy Mayor" means a Member of Council appointed, in accordance with the Municipalities, to act in the place of the Mayor when the Mayor is absent.

1.11 Electronic Meeting.

“Electronic Meeting” means a Meeting where any Member is not physically present but participates via electronic means of communication. Such Member does count for Quorum. The Member participating electronically can vote. The Member participating electronically may participate in a Closed Meeting.

In the event of an emergency declared by the Premier, Cabinet or the Municipal Head of Council under the Municipal Emergency Act, 2020, S.O. c4-Bill 187, Members participating electronically (Open and Closed) may be counted for the purposes of quorum.

Additionally, By-Law 2020-016 outlines a protocol and best practice for electronic meetings for the Municipality of Calvin.

1.12 Emergency Meeting.

“Emergency Meeting” means a meeting, held without written notice where there is insufficient time to provide notice of a Special Meeting, to deal with an Urgent Matter confronting the Municipality.

1.13 Ex Officio.

“Ex Officio” means that the Mayor is a Member of all Committees of Council established by Council, unless prohibited by law. The Mayor, as an Ex Officio Member, is not entitled to vote unless legally specified otherwise.

1.14 Head of Council.

“Head of Council” means the Mayor or, in the absence of the mayor, the Deputy Mayor.

1.15 Hybrid Meeting

“Hybrid Meeting” means a meeting where participants, including member of the public, are a combination of in-person and electronic.

1.16 Local Board.

“Local Board” means a Local Board as defined in the *Municipal Act*, and shall include the Public Utilities Commission, Police Services Board, Health Service Board and Public Library Board.

1.17 Meeting.

“Meeting” means any regular, special or other Meeting of Council, a Local Board or a Committee where a Quorum of Members is present, and Members discuss or otherwise deal with any matter in a way that materially advances the business or decision-making of the Council, Local Board or Committee as stated in Section 238 of the *Municipal Act*.

1.18 Member.

“Member” means a Member of Council, Local Board or Committee.

1.19 Motion.

“Motion” means a written question moved and seconded by two Members, presented at a Meeting, read by the Chair or Clerk/Secretary subject to debate and voting by Council or a Committee. When a Motion passes, it becomes a Resolution or By-Law.

1.20 Motion to Amend.

“Motion to Amend” means a Motion to vary the main Motion before Council or a Committee.

1.21 Municipal Act.

“*Municipal Act*” means the *Municipal Act*, 2001, S.O. c.25. as amended.

1.22 Municipality.

“Municipality” means the Municipal Corporation of the Municipality of Calvin.

1.23 Notice of Motion

“Notice of Motion” means an advance notice to Members regarding a matter on which Council will be asked to take a position.

1.24 Officers.

“Officer(s)” means a person, such as the CAO, Clerk, Treasurer, Chief Building Official, Fire Chief and Integrity Commissioner, who holds a position of responsibility with definite rights and duties prescribed by statute or By-Law.

1.25 Order of Business.

“Order of Business” means the sequence of business to be introduced and considered in a Meeting.

1.26 Point of Procedure.

“Point of Procedure” is a verbal statement made by a Member to the Chair when the Member believes there has been a contravention of the rules laid out in the Procedural By-Law which may include among other things a departure from the rules or if the Member believes that they are being insulted, misquoted, or deliberately misinterpreted or that their right of access to information is being impeded.

1.27 Presentation.

“Presentation” means a person or group (including a Member, staff or Public) who provides information to Council or Committee.

1.28 Quorum.

“Quorum” means a majority of Members of Council or Committee, who must be present, either physically or electronically

1.29 Recorded Vote.

“Recorded Vote” means a vote in Council or Committee where the names of the Members and the position in favour or against a Motion are recorded in the minutes.

1.30 Regular Meeting.

“Regular Meeting” means a scheduled Meeting held at regular intervals in accordance with the approved schedule of Meetings.

1.31 Report.

“Report” means a written or other Report from the CAO, Officers, Department Heads, Staff or Committee which is approved by the CAO.

1.32 Resolution.

“Resolution” means a Motion that has been approved by Council.

1.33 Special Meeting.

“Special Meeting” means a Meeting that is called for a specific time and for a specific purpose to deal with an important matter that has arisen between Regular Meetings.

1.34 Standing Committee.

“Standing Committee” means a committee comprised solely of Members of Council.

1.35 Urgent.

“Urgent” means, for the purposes of calling an Emergency Meeting, a matter that is occurring or imminent, and if not brought forward immediately, could result in or cause:

- a. Danger to the life, health or safety of individuals.
- b. Damage to property.
- c. An interruption of the essential services provided by the Municipality.
- d. Immediate and significant loss of revenue by the Municipality.
- e. Legal Issue and/or
- f. Prejudice to the Municipality.

2. General Meeting Rules

2.1 Rules – to be observed at all times

The rules contained in this By-Law shall be observed in all Meetings of Council and with necessary modifications in every Committee Meeting.

2.2 Suspending Procedural By-Law

This By-Law may be suspended, except for those rules or regulations set out by legislation, with the consent of at least two-thirds of the Members of Council and may be suspended before, during or after a Meeting.

2.3 Mayor

The Mayor shall act as the Chair for all Council Meetings. The Mayor may delegate his or her authority to Chair any Meeting.

2.4 Absence of Mayor

In the absence of the Mayor, if he or she refuses to act or if the office is vacant, the Deputy Mayor shall carry out the Mayor's duties and shall have all the rights, powers and authority of the Head of Council.

2.5 Absence of Deputy Mayor

If both the Mayor and the Deputy Mayor are unable to act as Head of Council for a Meeting, Council shall appoint an Acting Mayor who shall have all the rights, powers and authority of the Head of Council for the purposes of that Meeting. The CAO/Clerk shall call the Meeting to order.

2.6 Meeting Location

Unless otherwise authorized by Council, all **in person** Meetings of Council shall be held in the Council Chambers, at the Calvin Community Centre, located at 1355 Peddlers Drive, R.R. #2 Mattawa, Ontario.

2.7 CAO/Clerk/Deputy Clerk

A CAO/Clerk or Deputy Clerk must be present at all Council Meetings or other Meetings where there is a Quorum of Council. The CAO/Clerk or Deputy Clerk may attend by electronic means.

2.8 Quorum

Quorum must be present at all Meetings.

If Quorum is not present fifteen (15) minutes after the time appointed for the Meeting, the Meeting will be automatically adjourned until the next Regular Meeting or until a Special Meeting is called to deal with matters intended to be dealt with at the adjourned Meeting.

The Clerk shall record the names of the Members present at the fifteen (15) minute time limit, will include those names on the Minutes for the adjourned Meeting and will include those Minutes on the Agenda for the next Meeting.

If at any time during a Meeting there is not Quorum, the Meeting shall automatically be recessed until there is Quorum again or until the Chair adjourns the Meeting.

2.9 Minutes

Minutes of all Meetings will be recorded without note or comment.

After approval, minutes of all Meetings, except Closed Meetings, will be posted in accordance with the applicable municipal policies.

2.10 Arriving Late/Leaving Early

If a Member arrives after a Meeting has started or leaves before the end of the Meeting, the Clerk will record in minutes the time of arrival/departure. If a Member needs to leave before the end of a Meeting, they must inform the Chair and be excused. The best practice is to advise the Chair at the beginning of the Meeting that the Member needs to leave before the end of the Meeting and Remuneration may be affected.

2.11 Staff Attendance

Staff have a statutory duty to provide advice to Council. As such, staff, and particularly Officers and Department Heads, are expected to attend Council Meetings and to provide advice and recommendations by way of written report on a regular basis. Staff and Officers shall attend Meetings of Council when required by the CAO.

2.12 Declarations of Conflicts of Interest

Where a Member has a pecuniary interest and discloses that interest in accordance with Section 5 of the *Municipal Conflict of Interest Act*, the Member will:

1. Provide a written statement of interest and its general nature to the Clerk.
2. Will leave the Council Meeting while the issue is considered; and,
3. Will take no steps to influence the decision in any way, either prior to, during or after the Meeting, even if the Member did not attend the Meeting where the matter was discussed.

If the Member is not at a Meeting where a matter in which they have a conflict of interest was discussed, they must declare the conflict at the next Meeting

and complete the written statement. Alternatively, if the Member knows they will not be at the Meeting where they have a conflict of interest in an item Council will consider, they can advise the Clerk and complete the declaration prior to the Meeting.

Members will, at all times, comply with their statutory obligations pursuant to the *Municipal Conflict of Interest Act*

2.13 Rules of Debate

The Chair shall preside over the Meeting, ensure good order and decorum, and rule on procedural questions.

All Agenda items to be discussed are to proceed by Motion. Each Motion requires a moving Member and a seconding Member. If no Member agrees to move or second the Motion, the item will be struck from the Agenda and will not be subject to debate.

The Chair or the CAO/Clerk/Deputy Clerk will read the Motion or question.

The mover has the first right of speaking on that Motion, after the Chair.

The seconder has the next right of speaking on the Motion after the Chair and the mover have spoken.

After the Chair, the mover and the seconder have spoken, the Chair will canvas each remaining Member for their opinion on the Motion.

A Member shall not speak a second time on a matter until all Members have had a chance to speak, except:

- a. With permission of Council,
- b. If questioned by another Member,
- c. To explain comments which the Member believes have been misunderstood; or,
- d. In the case of the mover of a Motion, in reply just before the Chair and after everyone else has spoken.

No Member, without the permission of Council or the Committee, shall speak to a matter or in reply for longer than five (5) minutes.

Motions and amendments to a Motion must be moved and seconded in writing and signed by the mover and seconder.

A Motion may be withdrawn at any time prior to the vote thereon with the

consent of the majority of Members present.

When a matter is being debated, no other Motion shall be entertained other than a Motion:

- a. to refer the matter to a certain body;
- b. to amend the Motion;
- c. to defer the Motion;
- d. to adjourn the Meeting;
- e. that the vote be taken.

A Motion to refer or defer shall be heard before any Motion or amendment, except a Motion to adjourn.

A Motion to refer shall require direction as to the body to which it is being referred and a date the body is to Report to Council or Committee. A Motion to refer is not debatable.

A Motion to defer must give a reason and a date to which the matter is deferred. Only the date of deferral is debatable.

A Motion that the vote be taken shall not be entertained by the Chair until each of the Members has had an opportunity to speak on the matter at least once.

Once a Motion that the vote be taken is passed, the original Motion and any amendments shall be voted upon without further debate.

2.14 Conduct

Members are required to follow the Municipality's Code of Conduct during all Meetings. Members are expected to:

- i. prepare for meetings including reviewing the agenda and background information prior to the meeting; and

No Member shall:

- a. Speak, act or behave disrespectfully of the Mayor, Deputy Mayor, Member, Staff, or any Member of the Public;
- b. Engage in private conversation while in the Council Chambers in such manner as to interrupt the proceedings of Council;
- c. Speak on any subject other than the subject in debate;
- d. Speak in open Council about matters discussed in a Closed Meeting until authorized by Council;
- e. Interrupt a Member who is speaking by speaking out, or making a noise or disturbance, except to raise a procedural question;

- f. Disobey the procedural rules or the decisions of the Chair or of the Council or Committee.
- g. Allow another person to overhear, voice record or otherwise record Closed Session meetings.

At a Meeting, no person shall:

- a. Speak, act or behave disrespectfully to the Mayor, Deputy Mayor, a Member, any staff person, or any Member of the Public;
- b. Use offensive words;
- c. Disobey the procedural rules or the decisions of the Chair or of the Council or Committee;
- d. Leave his or her seat while a vote is being taken and until the results of the vote are declared; unless a conflict of interest has been declared;
- e. Make any disruptive noise or disturbance;
- f. Enter the Meeting while a vote is being taken;
- g. Walk between a Member who is speaking and the Chair; and
- h. Display signs or placards, applaud, engage in conversation or any other behavior, which may disrupt debate.

Electronic devices must be turned off during a Meeting and must not be used to disrupt a Meeting.

No persons, except Members, the CAO/Clerk/Deputy may approach Members without permission from the Chair.

No person shall speak aloud at a Meeting or address Members without first receiving permission from the Chair.

Any person who contravenes any of the rules in this By-Law are guilty of misconduct and, after an initial warning, may be removed from the Meeting by the Chair.

2.15 Questions during Debate

A Member may, through the Chair, ask a question arising out of or request an explanation of the previous speaker's remarks.

A Member may, through the Chair, ask questions during the discussion on any item on the Agenda and ask questions on the item to any staff of the Municipality in attendance at the Meeting.

Any Member may, at any time during the debate, request that a Motion under discussion be read by the Chair. A Member may only make such a request once and may not interrupt another Member while they are speaking.

2.16 Points of Procedure

When a Member believes there is a violation of this By-Law, the Member shall state that they wish to raise a Point of Procedure. Once recognized by the Chair, the Member shall raise the Point of Procedure. A Point of Procedure can only be raised during the Meeting.

Upon raising the Point of Procedure, a Member shall explain the violation of the rules and the Chair shall rule upon the Point of Procedure.

Once the Point of Procedure has been dealt with, the debate shall resume, unless the ruling has changed this procedure.

Any Member may appeal a ruling of the Chair by announcing their appeal to the Members. An appeal must be made immediately following the Chair's ruling. If the appeal is not made immediately, the Chair's ruling shall be final.

Upon appeal, the Member shall state the reasons for the appeal. The Chair may then indicate why the appeal should be rejected.

Without debate on the appeal, the Members, apart from the Member making the appeal and the Chair, shall vote on the appeal.

If the appeal is upheld by the majority of voting Members, the Chair shall change their ruling; accordingly, if the appeal is rejected then the ruling stands.

No Member shall disobey the rules of Council or a decision of the Mayor, Chair or Council on questions of order or procedure or an interpretation of the rules of Council.

Where a person (including a Member) has been warned about misconduct and has continued the conduct, the Chair may expel the person from the Meeting. If such person refuses to leave, the Chair may recess or adjourn the Meeting without any Motion to do so until such time as the person has left the Meeting room.

If the person engaging in misconduct is a Member and the Member apologizes, he or she may, by vote of the majority Council, be permitted to retake his or her seat.

2.17 Voting - General

Once the vote is called by the Chair, no Member shall speak to any issue, ask any question or present any other Motion until the vote has been taken.

Voting shall be by way of a "show of hands" in favour or against, except when a Recorded Vote is requested.

A Member may request a Recorded Vote on any Motion. Such request **may be made** before, during or after the vote. When a Recorded Vote is requested, the Clerk shall call each Member's name in alphabetical order and request and record their vote on the Motion. Notwithstanding the alphabetical calling of names, the Chair shall vote last in a Recorded Vote. After completion of a Recorded Vote, the Clerk shall announce the result.

If a Member present at a Meeting fails to or refuses to vote, their vote will be counted as a vote against the Motion.

The Chair shall announce the results of the vote once the vote is completed.

If during a non-recorded vote, a Member disagrees with the Chair's results of the vote, the Member may object immediately to the Chair's declaration and require a Recorded Vote be taken.

If there is a tie vote, the Motion will be defeated.

When the question under consideration contains multiple options/issues, the Motion shall be split without requiring a separate Motion and each option/issue will be voted on separately. The Motion shall be split without debate.

2.18 Proxy Voting

Proxy voting was introduced in Bill 197, which made a number of amendments to the Municipal Act, 2001, including allowing a member of council to appoint another member as a proxy to act in their place when they are absent. The Municipal Act, 2001, sets out limits to the proxy appointment process for members of Council as follows:

1. A member shall not appoint a proxy unless the proxyholder is a member of the same council as the appointing member.
2. A member shall not act as a proxy for more than one member of council at any one time.
3. The member appointing the proxy shall notify the clerk of the appointment in accordance with the process established by the Clerk
4. For the purpose of determining whether or not a quorum of members is present at any point in time, a proxyholder shall be counted as one member and shall not be counted as both appointing member and the proxyholder.

5. A proxy shall be revoked if the appointing member or the proxyholder requests that the proxy be revoked and complies with the proxy revocation process established by the Clerk.
6. Where a recorded vote is requested, under section 246, the Clerk shall record the name of each proxyholder, the name of the member of Council for whom the proxyholder is voting and the vote cast on behalf of that member.
7. A member who appoints a proxy for a meeting shall be considered absent from the meeting for purposes of determining whether the office of the member is vacant under clause 259(1)(c)

2.19 Corrections

A Motion containing a minor or typographic error may be corrected on the request of the mover and seconder and the correction shall be made in writing on the face of the Motion and initialed by the mover and seconder if meetings are in person and resolutions are printed. While Council has access to prepare and review the Meeting Package prior to the meeting if a motion or any document prepared by the Clerk needs corrections/amendments the expectation is with respect to advise the Clerk in writing by and before the meeting.

When using an electronic meeting platform, minor or typographic errors may be corrected by the Clerk prior to the passing of the Motion.

2.20 Amendments

The following rules shall apply to amendments to Motions:

- a. A "Motion Amendment" is a change to the question asked in the Motion;
- b. an "amendment to an amendment" is a change to the proposed Motion Amendment;
- c. only one amendment (whether a Motion Amendment or an amendment to an amendment) can presented at a time;
- d. when an amendment has been decided upon, another may be introduced;
- e. the order of voting shall be:
 - i. an amendment to an amendment shall be voted upon;
 - ii. A Motion Amendment shall be voted upon next, and
 - iii. the Motion, as amended, shall finally be voted upon.

An amendment which is simply a rejection of the Motion will not be permitted.

2.21 Voting - Reconsideration

When a Motion has been decided, any Member who voted with the majority may move for the Motion to be reconsidered. The reconsidering of the Motion shall be called the "Motion to Reconsider". Members who were not in the majority cannot move for a Motion to Reconsider.

Before a Motion to Reconsider is heard, the Motion to Reconsider must be added to the Agenda. The Motion to Reconsider shall only be added to the Agenda upon Council's approval.

The process whereby a Motion to Reconsider is added to the Agenda is set out below:

- a. A Member who voted in the majority shall move for the Motion to Reconsider to be added to the Agenda;
- b. The Chair shall ask the Member to affirm that they voted with the majority;
- c. The Chair shall hold a vote whereby the Members shall vote on whether to allow the Motion to Reconsider to be added to the Agenda;
- d. When the Member is moving to have the Motion to Reconsider added to the Agenda of the same Meeting as that at which the Motion was originally voted on, **the majority** of Members must agree to add the Motion to Reconsider to the Agenda.
- e. Where the Member is moving to have the Motion to Reconsider added to the Agenda of a Meeting other than that at which the Motion was originally voted on, **a 2/3 majority** must agree to add the Motion to Reconsider to the Agenda.
- f. Once the Motion to Reconsider is added to an Agenda, the Motion to Reconsider follows the same process as all other Motions.
- g. No Motion shall be reconsidered more than twice in the same calendar year.
- h. A Motion to Reconsider any decided matter shall not operate to stop or delay an action on the decided matter.
- i. Debate on a motion to add a Motion to Reconsider to the Agenda must be confined to reasons for or against reconsidering the Motion.
- j. No Committee shall reconsider any question decided by Council during the current term nor consider any other matter which could involve a decision inconsistent with such Council decision, unless specifically authorized by Council.

3. Roles and Responsibilities

3.1 Head of Council. (*Municipal Act, s.225*)

It is the role of the Head of Council to:

- a. Act as Chief Executive Officer ("CEO") of the Municipality;
- b. Preside over Council Meetings so that its business can be carried out efficiently and effectively;
- c. Assign the seating arrangements in Council Chambers for all Members prior to the First Meeting of Council;
- d. Provide leadership to Council;
- e. Provide information and recommendations to Council with respect to the role of Council;
- f. Represent the Municipality at official functions;

- g. Uphold and promote the purposes of the Municipality;
- h. Promote public involvement in the Municipality's activities;
- i. Act as the representative of the Municipality both within and outside the Municipality and promote the Municipality locally, nationally and internationally;
- j. Participate in and foster activities that enhance the economic, social and environmental well-being of the Municipality and its residents; and
- k. Carry out duties prescribed by the *Municipal Act*;

3.2 Chair

It is the role of the Chair to:

- a. Open Meetings by calling the Meeting to order;
- b. Address the business listed on the Agenda;
- c. Receive and have read to Council all Motions presented by Members;
- d. Put to a vote all Motions which are moved and seconded, and announce the result of a vote;
- e. Decline to put Motions to a vote which breach the Procedural By- Law or other Legislation;
- f. Enforce, on all occasions, order, polite conduct and decorum among all present at a Meeting;
- g. When, in the Chair's opinion, the words or conduct of any person, including a Member, is in contravention of the Procedural By-Law or is causing unreasonable disruption to the Meeting, rule the person out of order and require the person to cease the activity or vacate the Meeting;
- h. Provide information to Members on any matter relating to the business of the Municipality;
- i. Authenticate by signature all By-Laws, Resolutions and Minutes;
- j. Rule on any points of order raised by Members;
- k. Maintain order, and, where it is not possible to maintain order, adjourn Meetings to a time to be named by the Head of Council without any Motion being put forward; and
- l. Call for the adjournment of the Meeting when business is concluded.

3.3 Deputy Head of Council. (*Municipal Acts.242*)

In the event the Head of Council is absent from the Municipality, the Deputy Head of Council shall act in his or her absence and shall have all the rights, powers, and authority as the Head of Council.

If the Deputy Head of Council is unable to act in the place and stead of the Head of Council and Quorum is present at the Meeting, the Clerk shall call the Meeting to order and another Councillor shall be appointed by Council to act as the presiding official and shall preside over the Meeting.

3.4 Council. (*Municipal Act*, s.224)

It is the role of Council to:

- a. Represent the public and to consider the well-being and interests of the Municipality;
- b. Develop and evaluate the policies and programs of the Municipality;
- c. Determine which services the Municipality provides;
- d. Ensure that administrative policies, practices, and procedures and controllership policies, practices and procedures are in place to implement the decisions of Council;
- e. Ensure the accountability and transparency of the operations of the Municipality, including the activities of the senior management of the Municipality;
- f. Maintain the financial integrity of the Municipality; and,
- g. Carry out duties of council prescribed by the *Municipal Act*.

3.5 Clerk. (*Municipal Act*, s. 228)

It is the duty of the Clerk to:

- a. Record, without note or comment, all Resolutions, decisions and other proceedings of Council;
- b. If required by any Member present at a vote, record the name and vote of every Member voting on any matter or question;
- c. Keep the originals or copies of all By-Laws and of all minutes of the proceedings of Council;
- d. Perform other duties required under the *Municipal Act* or any other Act; and
- e. Prepare and circulate Council Packages to all Members.
- f. Perform any other duties as assigned by the Municipality;

The Clerk, where appropriate, may delegate, in writing, the duties of the Clerk to another person in accordance with Section 228(4) of the *Municipal Act*.

3.6 Staff. (*Municipal Act*, s. 227)

It is the duty of Staff to:

- a. Implement Council's decisions and establish administrative practices and procedures to carry out Council's decisions;
- b. Undertake research and provide advice to Council on the policies and programs of the Municipality; and,
- c. Carry out other duties required under the Act and other duties assigned by the Municipality.

3.7 Chief Administrative Officer

It is the duty of the Chief Administrative Officer (CAO) to:

- a. Exercise general control and management of the affairs of the Municipality for the purpose of ensuring the efficient and effective operation of the Municipality; and
- b. Perform such other duties as are assigned by the Municipality.

3.8 Members of the Public.

It is the role of Members of the Public to:

- a. Attend Meetings which are open to the public;
- b. Follow the rules of order, polite conduct and decorum;
- c. Provide input and information to Council only at Meetings, or portions of Meetings specifically designed for public engagement.

4. Meetings

4.1 First Meeting

The First Meeting of the newly elected or acclaimed Council after a regular election shall be held on the fifteenth (15th) of November at the prescribed meeting time unless the fifteenth (15th) day of November falls on a Saturday or a Sunday in which the First Meeting will be held the following Monday.

At the First Meeting, the CAO/Clerk/Deputy Clerk shall administer the declarations of office and oaths of allegiance, and the Code of Conduct for all Members.

No business shall be conducted at the First Meeting until the declarations of office and oaths of allegiance and Code of Conduct have been administered to all Members.

4.2 Regular Meetings

4.2.1 Time and Place. Regular Meetings shall be held on the prescribed weekday and time as established by Council Resolution at their First Meeting.

4.2.2 Election Year. Following a regular election, Council shall only meet as is deemed necessary by the Head of Council and the CAO until the new term of Council takes effect.

4.2.3 Summer and December. During the months of July, August and December, there shall only be one (1) Regular Meeting of Council which shall be held on the date and time and in such a location as is chosen by the CAOClerk/Deputy Clerk.

4.3 Special Meetings

4.3.1 A Special Meeting is a Meeting that is called for a specific time and for a specific purpose to deal with an important matter that must be dealt with before the next Regular Meeting.

4.3.2 The Head of Council. The Head of Council may, at any time,

summon a Special Meeting by providing a Notice of the Meeting to Members twenty-four (24) hours before the Meeting.

4.3.3 Upon receipt of a petition from the majority of Council, the CAO may summon a Special Meeting by providing a Notice of Meeting to Members twenty-four (24) hours before the Special Meeting.

4.3.4 The only business to be dealt with at a Special Meeting is that which is listed in the Notice of the Meeting.

4.3.5 Special Meetings may be open or closed, depending on the business of the Special Meeting, as provided in the *Municipal Act*.

4.4 Emergency Meetings

4.4.1 An Emergency Meeting may be called by the Head of Council and/or the CAO without written notice, to deal with an Urgent Matter.

4.4.3 The CAO will attempt to notify all Members and the appropriate staff about the Urgent Meeting in the most expedient manner available and as soon as possible. The CAO/Clerk/Deputy Clerk shall make a reasonable effort to advertise the Urgent Meeting to the public.

4.4.4. Only business dealing directly with the Urgent Matter shall be dealt with at the Emergency Meeting.

4.4.5 Quorum is still required at an Emergency Meeting.

4.4.6 These provisions shall apply, with necessary modifications, to Committees and Local Boards.

4.5 Closed Meetings

4.5.1 A Closed Meeting is a Meeting, or a portion of a Meeting, that is not open to the Public.

4.5.2. No Member, Officer or Employee shall disclose the subject matter or deliberation of a Closed Meeting, unless expressly authorized to do so by Council or the Committee at all times. All correspondence, meeting agenda and discussion is strictly confidential and is not to be shared with any Member or the public or a Member who has declared a conflict of interest with an agenda item.

4.5.3 After the Closed Meeting is adjourned, the Chair shall report to the public:

- a. That the Meeting has resumed open session; and,
- b. The general nature of the matters dealt with in the Closed Meeting.

4.5.4 Permissive Closed Meetings. A Meeting may be closed where the matter to be discussed is, as contemplated in Section 239(2) of the *Municipal Act*, as follows:

- a. The security of the property of the Municipality or Local Board;
- b. Personal matters about an identifiable individual, including municipal or Local Board employees;
- c. A proposed or pending acquisition or disposition of land by the Municipality or Local Board;
- d. Labour relations or employee negotiations;
- e. Litigation or potential litigation, including matters before administrative tribunals, affecting the Municipality or Local Board;
- f. Advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- g. A matter in respect of which a council, board, committee or other body may hold a Closed Meeting under another Act;
- h. Information explicitly supplied in confidence to the Municipality or Local Board by Canada, a province or territory or a Crown agency of any of them;
- i. A trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the Municipality or Local Board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;
- j. A trade secret or scientific, technical, commercial or financial information that belongs to the Municipality or Local Board and has monetary value or potential monetary value; or
- k. A position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the Municipality or Local Board.
- l. A Meeting may be closed if the meeting is held for the purpose of educating or training the Members and at the Meeting no Member discusses or otherwise deals with any matter in a way that materially advances the business of decision making of the Council, Local Board or Committee.

4.5.5 Mandatory Closed Meeting. A Meeting must be closed if the subject matter being considered is, as detailed in Section 239(3) of the *Municipal Act*, as follows:

- a. A request under the *Municipal Freedom of Information and Protection of Privacy Act*, if the Council, Board, Commission or other body is the head of an institution for the purposes of that Act;
- b. An ongoing investigation respecting a Municipality, a Local Board or a municipally controlled corporation by the Ombudsman appointed under the *Ombudsman Act*, an Ombudsman referred to

in Subsection 223.13(1) of the *Municipal Act*, or the Investigator referred to in Subsection 239.2(1) of the *Municipal Act*.

A Meeting must be closed if the subject matter being considered is a harassment, complaint or investigation, pursuant to the *Occupational Health and Safety Act*.

4.6 Cancelled Meetings

4.6.1 A Meeting may be cancelled by the Head of Council, in consultation with the CAO in the following instances:

- a. Quorum cannot be achieved;
- b. By Council Resolution;
- c. In the event of an unforeseen, significant event; or,
- d. The Meeting is no longer required.

4.6.2 For the purposes of section 4.6, an unforeseen, significant event includes, but is not limited to, the following:

- a. Safety concern for participants in the Meeting, including Members and Members of the Public (ex. snow storm, closing of the highway);
- b. Loss of heat/electricity or water;
- c. CAO/ Clerk or Deputy Clerk's inability to attend;
- d. A state of emergency;
- e. The inability of a required participant to attend; and/or
- f. The Meeting becomes redundant.

4.6.3 The CAO will attempt to notify all Members and the appropriate staff about the cancelled Meeting in the most expedient manner available and as soon as possible. The CAO shall make a reasonable effort to advertise to the public that the Meeting has been cancelled by way of notice on the Municipal website and or Social Media (Facebook).

5. Notice of Meetings

5.1 Annual Schedule of Meetings

5.1.1 The Clerk shall, by January 31st of each calendar year, submit a schedule of the upcoming Regular Meetings for each Council year for consideration and adoption by Council.

5.1.2. The Clerk shall post on the municipal website notice of all Meetings. This posting will constitute notice to the public of the Meeting.

5.1.3 Prior to the first Meeting in January of each year, the Clerk shall post on the municipal website the schedule for all Regular Meetings for the calendar year.

5.1.4 The schedule of meetings may be amended from time to time reflect scheduling conflicts and holidays. These amendments shall be circulated to all Members and will be posted on the municipal website as soon as possible after the amendments are made.

5.1.5 The Clerk shall give at least twenty-four (24) hours' notice to the public of all Special Meetings and Committee Meetings unless the time for notice is waived unanimously by Members who are in attendance at the Special Meeting or Committee Meeting.

5.1.6 Where a statute or the Notice By-Law requires, notice will be published in accordance with the statute/By-Law "Public Notice". The notice will also be posted on the municipal website.

5.1.7 Nothing in this Procedural By-Law prevents the Clerk from using more comprehensive methods of notice or providing for a longer notice period.

5.1.8 Lack of receipt of notice or failure to comply with the notice provisions of this Procedural By-Law and or Public Notice By-Law shall not invalidate the Meeting or any decision of Council or the Committee made at the Meeting.

6. Agenda

6.1 Agenda

6.1.1 It shall be the duty of the Clerk to prepare the Agenda of all Meetings in consultation with the CAO & Mayor. Where there is a dispute about including or

excluding an item from the Agenda, the CAO decision shall be final.

6.1.2 All Council Agendas shall be prepared by the CAO/Clerk in writing and shall be in accordance with the attached **Schedule A**.

6.1.3 The Council Meeting shall consider the items to be dealt with in accordance with the order that is set out in the Agenda unless otherwise decided by Resolution of the Members present at the Meeting.

6.1.4 Items on the Agenda, but not dealt with at the Meeting, will be placed on the next Regular Meeting Agenda under "Business Arising from Previous Council Meeting" unless set to a subsequent Meeting by Resolution of the Members present.

6.1.5 If a Member wishes to add an item that is not otherwise on the Agenda, when Council is considering the Meeting Agenda, the Member shall advise Council of the item and the Member shall require a two-thirds majority vote to have the item considered.

6.1.6 All items to be included on the Agenda will be provided to the CAO/Clerk by Members, Staff, or the Public no later than three (3) Business days before the Meeting. Reports for a Meeting will be finalized and filed with the CAO/Clerk no later than three (3) business days before the Meeting.

6.1.7 Reports to Council shall be in the standard form set out in **Schedule B**.

6.1.8 Members wishing to have a matter placed on the Agenda will request their matter in writing three (3) business days before the meeting—and will provide the CAO/Clerk with the required information in the standard form provided hereto at **Schedule C**.

6.1.9 Individuals or Bodies wishing to have a matter placed on the Agenda by completing a Delegation Request Form will provide the CAO/Clerk with their request in writing.

6.1.10 The CAO or Mayor may decline to add items and/or Reports to an Agenda. Reasons to decline include, but are not limited to the following:

- a. More time is required to prepare Staff Reports for Council;
- b. The Delegation Request Form was not submitted by the deadline;
- c. The Delegation Request Form is incomplete;
- d. The subject matter of the Delegation is outside of the jurisdiction of Council;
- e. The subject matter is with respect to a matter that should be discussed in a Closed Meeting;
- f. The Meeting Agenda is already too lengthy;
- g. The subject matter is set to be discussed on another Agenda;
- h. The issue is frivolous or vexatious;

- i. Council has previously considered or decided the issue and a Delegation has appeared before Council with respect to the same issue;
- j. Council previously indicated that it will not hear further from this Delegation; or
- k. The issue should be referred to the CAO for action.

6.2 Closed Meeting Agenda

6.2.1 In the event the Clerk receives items for a Closed Meeting Agenda, they shall be placed on the Closed Meeting Agenda and provided to Council in a separate confidential Council Package.

6.3 Adjournment

6.3.1 A Motion to adjourn does not need a seconding Member.

6.3.2 A Motion to adjourn a Meeting will be considered at any time except the following:

- a. When another Member has been recognized by the Chair and is speaking on a matter, or
- b. During the taking of a vote.

6.3.3 If a Motion to adjourn is defeated, the moving Member may not bring another Motion to adjourn until the Agenda is completed.

6.4 Curfew

Meetings shall be automatically adjourned after 4 Hours, unless otherwise determined by Resolution passed by a majority of the Members present.

6.5 Amendment

6.5.1 Any provision contained in this By-Law may be repealed, amended or varied and additions may be made to this By-Law by a majority vote, provided that no Motion for that purpose may be considered unless notice thereof has

been given in accordance with the Municipality's Notice By-Law.

6.6 Mandatory Review

6.61 This By-Law shall have a mandatory review in one year following the date of approval **and thereafter, once per term of Council.**

Schedules to the By-Law= "A, B & C"

- A. Council Agendas-Composition**
- B. Staff Reports to Council**
- C. Council Member Request for Item Added to Agenda Form**

Schedule A

Agenda and Consent Agenda

Council Agendas – Composition – prepared by Clerk

The Clerk shall prepare the Council Agendas with the Orders of the Day for Regular Council Meetings consisting of the following:

- Call to Order
- Approve Agenda
- Declarations of Disqualifying Interest (Pecuniary)
- Approval of the Minutes
- Delegations
- Consent Agenda for Information Purposes
- Presentations
- Administrative Matters
- Business Arising from Previous Council Meetings
- Agencies, Boards, Committee Reports & Minutes
- Close Meeting (None)
 - a) Move into Closed Purpose
 - b) Return to Open Meeting
 - Confirmatory By-Law
 - Adjournment

Note: Subject to amendments as necessary including Special and Emergency meetings.

Schedule B – Reports

Staff Reports to Council

Staff reports must be submitted on all matters in which Council is required to decide and as may be required to provide information to Council.

Staff reports submitted to Council in which the matter requires Council to make a decision shall contain the following headings:

Date of the Report

Author of the Report

Purpose – High level summary explaining the reason the report is being drafted.

Background – Provide details about the circumstances, historical reports, parties who were consulted, references etc. – reference documents may be attached

Recommendation – Based on the professional advice of the author after considering all the facts.

Rationale – High level summary explaining how the recommendation was arrived at.

Legal Authority – Explain the legal authority that Council has to act on the matter (this may not be required in all reports)

Analysis – Provide a detailed analysis of the information as may be required and outline options considered.

Information Reports shall include:

The Topic

The Information

The Relevance of the Information for Council

Schedule C – Member Request for Item to be Added to the Agenda (Standard Forms)

From time to time a Member may request an item be added to the Agenda. The standard acceptable form is:

1. Name of Member
2. Date of Meeting the Member wishes the item to be added
3. Topic/Name to appear on the Agenda
4. Purpose of bringing the matter before Council
5. Proposed Resolution

Items shall be submitted in writing or email to the CAO-by the appointed time established for such submissions.

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

BYLAW NUMBER 2024-61

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 October 15, 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- this 15th Day of October 2024.

X

X

Deputy MAYOR

CAO