

# CORPORATION OF THE MUNICIPALITY OF CALVIN

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December 5, 2019

## NOTICE OF REGULAR MEETING

To: Mayor and Council

The Regular Meeting of Council will be held in the Calvin Community Centre at 7 p.m. on Tuesday December 10, 2019.

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

Thank you.

Best regards;

Cindy Pigeau  
Clerk-Treasurer

CORPORATION OF THE MUNICIPALITY OF CALVIN

**AGENDA**  
**REGULAR COUNCIL MEETING**  
**Tuesday December 10, 2019 at 7:00 p.m.**  
**Calvin Community Centre**

**1. CALL TO ORDER**

**2. WRITTEN DISCLOSURE OF PECUNIARY/CONFLICT OF INTEREST**

**3. PETITIONS AND DELEGATIONS**                      None

**4. REPORTS FROM MUNICIPAL OFFICERS**              Chris Whalley, Roads Superintendent  
Dean Maxwell, Fire Chief  
Jacob Grove, Recreation, Landfill, Cemetery  
Shane Conrad, Chief Building Official – Written Report ONLY

**5. REPORTS FROM COMMITTEES**

**6. ACTION LETTERS**

A) Minutes of Council Meeting                      Adopt Minutes of Tuesday, November 26/19

B) By-Law No. 2019-027                              A By-Law to Establish Municipal Building Procedures,  
Regulations and Prescribe Permit Fees and  
Other Fees as Applicable to Building, Zoning and Related  
Matters

C) By-Law No. 2019-028                              A By-Law to Authorize the Execution of an Agreement with The  
Solicitor General for the Provision of Police Services in The  
Corporation of the Municipality of Calvin

D) Calvin Recreation Department                      Ice Building and Maintenance Manual

E) Town of Mattawa                                      Support Letter for ICIP Application

**7. INFORMATION LETTERS**

A) District of Nipissing Social Services  
Administration Board (DNSSAB)                      Response to Municipality of Calvin Resolution No. 2019-212

B) District of Nipissing Social Services  
Administration Board (DNSSAB)                      DNSSAB Welcomes new CAO

C) Municipality of East Ferris                              Letter to DNSSAB regarding Levy Increase

D) Tribunals Ontario                                      Assessment Review Board (ARB) Upcoming Changes – Effective  
January 2020

E) Town of Amherstburg                                      Declaration of Climate Emergency in the Town of Amherstburg

F) Town of Amherstburg                                      Joint and Several Liability Consultation-Town of Amherstburg  
Support

G)	Citizen Alert	Response to Questions and Quotation
H)	Maurice E. McGuinty (Consultant)	Consulting Proposal prepared for Township of Bonfield for Shared Services
I)	District of Nipissing Social Services Administration Board	Response to EMS Reduction Services in the District of Nipissing
J)	Guy Bourgoquin-QP	Letter regarding Improving Winter Road Maintenance in Northern Ontario
K)	Ministry of the Environment, Conservation and Parks	Response Letter RE: Landfill Approvals
L)	Mattawa Hospital	Tree of Lights Campaign
M)	The Salvation Army	Christmas Appeal and Kettle Campaign
N)	Ministry of Municipal Affairs and Housing	Reserves and Reserve Funds
O)	Ministry of Municipal Affairs and Housing	Municipal Capital Facilities Agreements
P)	Ministry of Municipal Affairs and Housing	Municipal Property Tax Sales
Q)	Ministry of Municipal Affairs and Housing	Local Improvement Charges
8.	<b>INFORMATION LETTERS AVAILABLE</b>	None
9.	<b>OLD AND NEW BUSINESS</b>	
10.	<b>ACCOUNTS APPROVAL REPORT</b>	
11.	<b>CLOSED PORTION</b>	As per Section 239 (2)(d) of the Municipal Act for the Purpose of labour relations or employee negotiations regarding the Landfill Attendant Position & Chief Building Official Wage Negotiations and as per Section 239 (2)(b) of the Municipal Act regarding personal matters about an identifiable individual, including municipal or local board employees
12.	<b>BUSINESS ARISING FROM CLOSED SESSION</b>	<b>Resolution to Adopt Council Reports from Closed Portion:</b> C2019-42 Adopt Minutes of Last Closed Portion Held on Friday, December 6, 2019 C2019-43 Re: Landfill Attendant Position C2019-44 Wage Review for Chief Building Official C2019-45 Adjourn Closed Portion
13.	<b>NOTICE OF MOTION</b>	
14.	<b>ADJOURNMENT</b>	



## MUNICIPALITY OF CALVIN

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### BUILDING REPORT

**MONTH: November 2019**

1. NUMBER OF PERMITS ISSUED	2
2. TOTAL MONTHLY VALUE	\$ 112,000
3. TOTAL FEES COLLECTED	\$ 505
4. TOTAL BUILDING VALUE TO DATE	\$ 1,104,538
5. TOTAL FEES COLLECTED TO DATE	\$ 3,950

#### COMMENTS:

Permit: 22-2019 Type: Demolition / Value: \$12,000 / Fee: \$75

23-2019      Single Family Home      \$9,000      \$430

SHANE CONRAD  
CHIEF BUILDING OFFICIAL



Municipality of Calvin Fire department monthly report

Report Date: Nov ,2019

Originator: Dean Maxwell-Fire Chief

Responded Alarm's

No alarms for the month of November.

Meeting nights/Training

Nov,7,19/ Meeting night:Truck checks/Clean fire hall .

Nov,14,19/ Meeting night:Get trucks ready for winter.

Nov,21,19/ Meeting night: Tour Columbia Forest Products.

Nov,28,19/ Meeting night:Run Trucks/Run all power units .

Fleet Stauts report

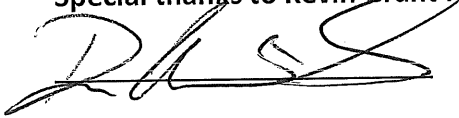
All Trucks had there oil changes and chassis greased for 2019.

Chief's report

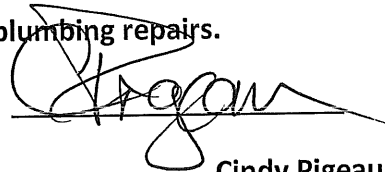
Wayne Brown recieved 30 yr pin from goverment.

Calvin attended Mattawa X-mas parade.

Special thanks to Kevin Grant for donating labour to plumbing repairs.



Dean Maxwell



Cindy Pigeau

**MUNICIPALITY OF CALVIN**  
**REPORT TO COUNCIL**  
**Recreation, Cemetery, Landfill JG2019-17**

REPORT DATE: 05/12/2019

PREPARED BY: Jacob Grove; Landfill, Cemetery, Recreation Superintendent

SUBJECT: Council Report

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**Recreation**

Installation of the new doors is booked for December 18<sup>th</sup> and 19<sup>th</sup>.

The Smith Lake dock was removed and store on October 24<sup>th</sup>.

All of the lawn equipment has received it fall servicing and been stored for the winter.

The parking lot at Smith Lake was completed October 18<sup>th</sup>, by the Roads Department.

Grounds have been leveled after the water line was installed. There is still some raking to be completed in the spring along with seeding.

Two new toilets have been installed, one in both the men's and woman's washroom. These where budgeted for in the washroom renovations and will be removed from the project.

Snow is being removed from the rink to allow the ground to freeze and so we are prepared to start the rink liner installation once the weather conditions are favourable for ice making.

Septic tanks are were pumped on December 5, 2019.

The Playground received the Annual Inspection on October 10<sup>th</sup>, 2019. There are no new concerns and we are now at 94% compliance.

The Health Unit did the Annual Inspection of the Community Center on December 03<sup>rd</sup>, 2019. The kitchen passed the inspection, we were told to replace the fridge thermometers and that has been done. The inspector advised me of changes to the Health Protection and Promotion Act that will require all municipal run events to have "food handler" trained and on site. More information on this is included in the package. There are plans for a course to be in Mattawa early in the New Year.

The Electrical Safety Authority (ESA) did an inspections for the work done with the pump install, there were no issues. There were some issues with one of the other projects that the inspector discovered that will to be corrected by an electrician.

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**Landfill**

Scrap metal was removed over the month of November, 23.58 metric tonnes and made \$2540.46.

The yearly compactor maintenance was completed with no issues to report.

Salt and calcium that was budgeted for has been purchased and is stored until needed.

There was a house demolition brought to the landfill totalling 10 loads.

Blue Box Day was October 26<sup>th</sup> and was well received by the community.

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**Cemetery**

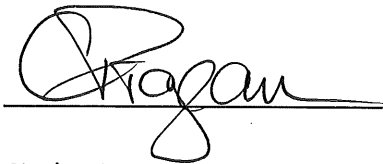
The fall cleanup has been completed and any hole were filled in at this time.

The new Cemetery sign has been installed.

Respectfully submitted;



Jacob Grove  
Landfill, Cemetery, Recreation Superintendent  
Municipality of Calvin  
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Cindy Pigeau  
Clerk - Treasurer  
Municipality of Calvin

## Highlights of Changes to Ontario's Food Premises Regulation

*Effective July 1st 2018 the Food Premises Regulation R.R.O. 1990, Reg. 562 will be revoked and replaced with the Food Premises Regulation O. Reg. 493/17. This summary document has been prepared for public health and industry stakeholders to raise awareness about the upcoming changes and assist with implementation of the new requirements.*

### **Background**

The new regulation follows many other provinces and territories who have adopted outcome-based regulations and have removed many prescriptive requirements. Outcome-based regulations focus on the intended end result of food protection and food safety practices.

### **Here are some of the key changes:**

#### **Posting requirements of inspection results**

Many public health units have existing public disclosure programs, some of them require on-site posting to raise awareness of the availability of inspection results to the public. Under the new regulation food premise operators will be required to post the results of inspections conducted by a public health inspector in accordance with the inspector's request.

#### **Food handler training**

The new regulation requires every operator of a food premise to ensure that there is at least one food handler or supervisor on the premise who has completed food handler training during every hour of operation. Completed training, under *The Operational Approaches to Food Safety Guidelines (2018)*, requires a 70% pass on food safety training examination and issuance of a food handler certificate that expires after 5 years. Currently in Ontario, more than 64% of food premises meet this requirement as a result of existing local by-laws and the promotion of training by the public health inspector.

**Remove prescriptive requirements throughout the regulation by replacing them with outcome-based requirements in areas including**

Protection of food from contamination and adulteration, maintenance of rooms and sanitary facilities, sanitary garbage management and requirements relating to convenient hand washing stations for food handlers.

**Amend requirements related to temperature control, food handling, and cleaning and sanitizing**

- Allow potentially hazardous food items to be in the temperature danger zone for no more than two hours during periods of time necessary for the preparation, processing and manufacturing of the food.
- Prescriptive internal cooking temperatures for specific food items has been replaced with an emphasis on utilizing safe food handling and processing procedures, including temperature control, to ensure food is safe to eat.
- Removal of double strength sanitizer concentration requirement when sanitizing large equipment that cannot be washed in a sink or mechanical dishwasher.
- Supporting innovation by recognizing NSF standard for mechanical equipment and expanding the use of sanitizing agents permitted in a food premises.

*While this is a brief review of highlights in the new Food Premises Regulation 439/17, the requirements are intended to move Ontario toward increased transparency, consistency, and strengthen food safety practices based on outcomes that will protect the public.*

**More Information**

It is recommended to work with your public health inspector to learn more about the requirements and how to maintain compliance with the Food Premises Regulation.

To contact your local public health unit, visit:

<http://www.health.gov.on.ca/en/common/system/services/phu/locations.aspx>

**Contact**

Ministry of Health and Long-Term Care  
Population and Public Health Division  
Health Protection Policy and Programs Branch  
Environmental Health Policy and Programs  
[EnvironmentalHealth@ontario.ca](mailto:EnvironmentalHealth@ontario.ca)



## **Regulation 493/17 – Food Premises**

### **Rationale:**

The regulation was outdated and included antiquated requirements. Changes were required to streamline requirements, reduce burden and address new evidence and industry standards.

### **General**

- Require at least one food handler or supervisor on the premises who has completed food handler training during every hour in which the premise is operating.
- Require on-site posting of inspection results as requested by the public health inspector.
- Remove certain requirements in respect of sanitary facilities where those requirements are dealt with in the Building Code such as the removal of requirements for sanitary facilities for each sex that is in direct conflict with the building code.
- Simplified which types of food premises are exempt from sections of the regulation pertaining to some cleaning and sanitization requirements, sanitary facilities and handwashing stations by grouping these as premises that only sell pre-packaged low-risk food items.
- Included explicit requirement for pest control measures that requires that the premise is protected against the entry of pests, free of conditions that lead to harbouring or breeding of pests and records for any pest control measures taken are retained.
- Streamlining the treatment of non-fixed food premises (catering vehicles, mobile preparation premises and street food vending carts) under general mobile food premises requirements and remove requirements tied to specific food items.
- Consolidated and simplify general requirements for equipment, utensils and multi-service articles throughout the regulation (e.g. require that they are corrosion-resistant, non-toxic, good repair, suitable for intended use).
- Removed most of the specific requirements relating to vending machines, with the exception of the requirement for a potable water supply and contact information for the operator.
- Removed the specific requirements for locker plants by dealing with them under general equipment requirements.
- Removed prescriptive requirements throughout the regulation by replacing them with outcome-based requirements for the protection of food from contamination and adulteration, maintenance of rooms and sanitary facilities maintained in a sanitary condition, sanitary garbage management, convenient handwashing stations for food handlers and storage of food on racks, shelves or pallets.
- Updated terminology by aligning definitions for food contact surfaces and sanitizing with the Food Retail and Food Services Code and address gaps by introducing definitions for low risk food, potentially hazardous food, food handler, mobile food premise, equipment, food handler training and handwashing station.

### **Temperature Control**

- Specifying 2 hours as the maximum time allowable that potentially hazardous food can be out of temperature control
- Removal of prescriptive internal cooking temperatures for specific foods and requiring food is processed in a manner that is safe to eat
- Removal of temperature control requirements that are not necessary such as 13C for transport of graded eggs and freezing temperatures of -18C
- Adding specific requirements to ensure adequate equipment is available for the refrigeration or hot-holding of potentially hazardous food
- Requiring that previously served food must not be re-served unless it had previously been served in a container or package that protects the food from contamination and is not a potentially hazardous food.

### **Cleaning and Sanitizing**

- Removed the requirements to double the concentration of sanitizer when sanitizing large equipment that cannot be washed in a sink or mechanical dishwasher
- Expanded the use of sanitizing agents by setting criteria for their use
- Added an additional requirement to include National Sanitation Foundation (NSF) or otherwise approved mechanical dishwashers by the local medical officer or health
- Removed reference to a standard plate count for multi-service articles.

### **Records**

- Requiring operators to retain records of food purchases
- Requiring that all food items that are subject to inspection by the Government of Canada or Ontario, or by any agency of either, that food is purchased from a source that is inspected.

### **Commodities**

- Addressed non-hen eggs by permitting these in food premises providing that basic requirements relating to the condition of the eggs (i.e. clean condition, no visible cracks) and temperature control (i.e. cold holding at 4 degrees Celsius or less) are met.
- Updated wording and removal of redundant requirements for Meat and Meat Products
- Requirement to develop and follow written food safety procedures for manufactured meat products that are customarily eaten without further cooking and obtain approval for these procedures by the medical officer of health or public health inspector.
- Addition of time and temperature requirements for batch pasteurization and high temperature short time system pasteurization of milk with 10 % milk fat or higher.
- Requirement to provide proof of pasteurization and processing records and retain pasteurization records.
- Requirement to use a pasteurization recording device during pasteurization.



[Français](#)

Health Protection and Promotion Act

ONTARIO REGULATION 493/17

FOOD PREMISES

Consolidation Period: From July 1, 2018 to the [e-Laws currency date](#).

No amendments.

*This is the English version of a bilingual regulation.*

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**PART I**  
**INTERPRETATION AND APPLICATION**

**Interpretation**

**1. (1) In this Regulation,**

"corrosion-resistant material" means any material that maintains its original surface characteristics after,

- (a) repeated exposure to food, soil, moisture or heat, or  
 (b) exposure to any substance used in cleansing and sanitizing; ("matériau résistant à la corrosion")

"domestic hen" means a hen of the domestic chicken belonging to the species *Gallus Domesticus*; ("poule domestique")

"eggs" means raw eggs in the shell; ("oeufs")

"equipment" means any appliance, apparatus or device that is or may be used in the operation or maintenance of a food premise, including vending machines, but does not include utensils or multi-service articles; ("équipement")

"farmers' market food vendor" means the operator of a stall or other food premise that is located at a central location at which a group of persons who operate stalls or other food premises meets to sell or offer for sale to consumers products that include, without being restricted to, farm products, baked goods and preserved foods, and at which the majority of the persons operating the stalls or other food premises are producers of farm products who are primarily selling or offering for sale their own products; ("vendeur d'aliments dans un marché de producteurs")

"farm products" means products that are grown, raised or produced on a farm and intended for use as food and include, without being restricted to, fruits and vegetables, mushrooms, meat and meat products, dairy products, honey products, maple products, fish, grains and seeds and grain and seed products; ("produits agricoles")

"food contact surface" means the surface of counters, equipment and utensils with which food may normally come into contact; ("surface de contact avec des aliments")

"food handler" means any person who,

(a) is employed in a food premise, and

(b) handles or comes in contact with any utensil or with food during its preparation, processing, packaging, service, storage or transportation; ("préposé à la manutention des aliments")

"food handler training" means food safety training provided by a local board of health, agency of a board of health or through a program that the Ministry has recognized as being equivalent to the food safety training standards established by the Ministry; ("formation des préposés à la manutention des aliments")

"food service premise" means any food premise where meals or meal portions are prepared for immediate consumption or sold or served in a form that will permit immediate consumption on the premises or elsewhere; ("lieu de restauration")

"Grade 'C' eggs" means eggs that are graded Canada C in accordance with the *Egg Regulations* (Canada), made under the *Canada Agricultural Products Act* (Canada); ("oeufs de catégorie C")

"handwashing station" means a hand basin with hot and cold running water that is located in close proximity to a soap dispenser and either a mechanical hand dryer or a single-service towel dispenser; ("poste de lavage des mains")

"low-risk food" means food that is not potentially hazardous food; ("aliments à faible risque")

"manufactured meat product" means food that is the product of a process, that contains meat as an ingredient and that is customarily eaten without further cooking, and includes meat that is processed by salting, pickling, fermenting, canning, drying or smoking or otherwise applying heat or to which edible fats, cereals, seasonings or sugar have been added; ("produit carné")

"mobile food premise" means a trailer, cart or vehicle-mounted food premise or other itinerant food premise which is capable of being readily moved and in which food is prepared and offered for sale to the public; ("dépôt d'aliments mobile")

"multi-service article" means any container or utensil that is intended for repeated use in the service or sale of food; ("article à usage multiple")

"official method" means a method used by a public health laboratory centre established under section 79 of the Act for the laboratory examination of food; ("méthode officielle")

"potentially hazardous food" means food in a form or state that is capable of supporting the growth of infectious or toxigenic micro-organisms and which requires time and temperature control to limit such growth; ("aliments potentiellement dangereux")

"pre-packaged foods" means food that is packaged at a premise other than the premises at which it is offered for sale; ("aliments préemballés")

"registered egg station" means a registered egg station within the meaning of the *Egg Regulations* (Canada) made under the *Canada Agricultural Products Act* (Canada); ("poste d'oeufs agréé")

"registered processed egg station" means a registered processed egg station within the meaning of the *Processed Egg Regulations* (Canada) made under the *Canada Agricultural Products Act* (Canada); ("poste agréé d'oeufs transformés")

"sanitizing" means treatment designed to reduce the level of microorganisms to a level that will not compromise the safety of food products, and "sanitize" has a corresponding meaning; ("désinfection, désinfecter")

"serving" includes self-service; ("service")

"single-service article" means any container or eating utensil that is to be used only once in the service or sale of food; ("article à usage unique")

"single-service towel" means a towel that is to be used only once before being discarded or laundered for reuse; ("serviette jetable")

"utensil" includes kitchenware, tableware, glasses, cutlery or other similar items used in the handling, preparing, processing, packaging, displaying, serving, dispensing, storing, containing or consuming of food. ("ustensile")

(2) A reference in this Regulation to the medical officer of health or the public health inspector means the medical officer of health or the public health inspector, as the case may be, of the board of health in the health unit in which the food premise referred to is situate.

#### Application

2. (1) No person shall operate or maintain a food premise to which this Regulation applies except in accordance with this Regulation.

(2) This Regulation applies to all food premises except,

(a) boarding houses that provide meals for fewer than 10 boarders;

(b) subject to subsection (3), food premises owned, operated or leased by religious organizations, service clubs or fraternal organizations where the religious organization, service club or fraternal organization,

(i) prepares and serves meals for special events, or

(ii) conducts bake sales; and

(c) farmers' market food vendors.

(3) If a religious organization, service club or fraternal organization prepares and serves a meal for a special event to which the general public is invited that includes potentially hazardous food originating from a food premise that is not inspected under the Act, the exemption in clause (2) (b) applies only if the following conditions are met:

1. Patrons attending the special event must be notified in writing as to whether or not the food premise has been inspected in accordance with this Regulation. The notice shall be posted in a conspicuous place at the entrance to the food premise at which the special event meal is held.
2. The operator must keep a list of all persons who donate potentially hazardous food for the special event meal and must provide a copy of that list to a public health inspector on request. The list must contain each donor's name, address and telephone number, in full.

**Sale of pre-packaged, low-risk food or hot beverages**

3. Food premises that sell or offer for sale only hot beverages or pre-packaged, low-risk food items, or both, are exempt from the provisions of clauses 7 (3) (b) and (c) and Parts IV and V if,

- (a) the food premise uses only single-service articles; and,
- (b) any eating or drinking area in the premise is not greater than 56 square metres in area.

**PART II  
MOBILE FOOD PREMISES**

**Mobile food premises**

4. (1) In every mobile food premise,

- (a) food shall be prepared within the premise and served to the public by persons working within the premise;
  - (b) only single-service articles shall be used to serve the food;
  - (c) separate holding tanks shall be provided for potable water and waste water; and
  - (d) every waste tank and water supply tank shall be equipped with an easily readable gauge for determining the waste or water level in the tank.
- (2) Clauses (1) (c) and (d) do not apply to mobile food premises that sell only pre-packaged or non-hazardous food.

**PART III  
OPERATION AND MAINTENANCE**

**Commencement of operations**

5. A person who gives notice of an intention to commence to operate a food premise to the medical officer of health under subsection 16 (2) of the Act shall include his or her name, contact information and the location of the food premise in the notice.

**Results of inspections to be posted**

6. Every operator of a food premise shall ensure that the results of any inspections conducted by a public health inspector are posted in accordance with the inspector's request.

**Operation and maintenance**

7. (1) Every food premise shall be operated and maintained such that,

- (a) the premises are free from every condition that may,
  - (i) be a health hazard,
  - (ii) adversely affect the sanitary operation of the premises, or
  - (iii) adversely affect the wholesomeness of food therein;
- (b) no room where food is prepared, processed, packaged, served, transported, manufactured, handled, sold, offered for sale or displayed is used for sleeping purposes;
- (c) the floor or floor coverings are tight, smooth and non-absorbent in rooms where,
  - (i) food is prepared, processed, packaged, served, transported, manufactured, handled, sold, offered for sale or displayed,
  - (ii) utensils are cleaned, or
  - (iii) washing fixtures and toilet fixtures are located;
- (d) the walls and ceilings of rooms and passageways may be readily cleaned and may be maintained in a sanitary condition;
- (e) every room in the premise where food is prepared, processed, packaged, served, transported, manufactured, handled, sold, offered for sale or displayed is maintained in a sanitary condition so as to prevent contamination of food;
- (f) every room where food is prepared, processed, packaged, served, transported, manufactured, handled, sold, offered for sale or displayed is kept free from materials and equipment not regularly used in the room;

- (g) the floors, walls and ceilings of every room where food is prepared, processed, packaged, served, transported, manufactured, handled, sold, offered for sale or displayed are kept clean and in good repair; and
  - (h) single-service containers and single-service articles are kept in such a manner and place as to prevent contamination of the containers or articles.
- (2) Despite clause (1) (c), carpeting may be used in areas where food is served if it is maintained in a clean and sanitary condition.

(3) Every food premise shall be provided with,

- (a) a supply of potable water adequate for the operation of the premises;
  - (b) hot and cold running water under pressure in areas where food is processed, prepared or manufactured or where utensils are cleaned;
  - (c) an adequate number of handwashing stations that are maintained and kept adequately supplied and that are situated for convenient access by food handlers; and
  - (d) refrigerated space adequate for the safe storage of potentially hazardous food.
- (4) The handwashing stations referred to in clause (3) (c) shall be used only for the handwashing of employees.

#### Equipment, utensils and multi-service articles

8. (1) All equipment, utensils and multi-service articles that are used for the preparation, processing, packaging, serving, transportation, manufacture, handling, sale, offer for sale or display of food in a food premise shall be,

- (a) of sound and tight construction;
- (b) kept in good repair;
- (c) of such form and material that it can be readily cleaned and sanitized; and
- (d) suitable for their intended purpose.

(2) Equipment and utensils that come into direct contact with food shall be,

- (a) corrosion-resistant and non-toxic; and
- (b) free from cracks, crevices and open seams.

#### Arrangement of furniture, etc.

9. Furniture, equipment and appliances in any room or place where food is prepared, processed, packaged, served, transported, manufactured, handled, sold, offered for sale or displayed shall be so constructed and arranged as to permit thorough cleaning and the maintaining of the room or place in a clean and sanitary condition.

#### Illumination

10. The levels of illumination required under Ontario Regulation 332/12 (Building Code) made under the *Building Code Act, 1992* shall be maintained in a food premise during all hours of operation.

#### Ventilation

11. The ventilation system in every food premise shall be maintained to ensure the elimination of odours, fumes, vapours, smoke and excessive heat.

#### Garbage and wastes

12. Garbage and wastes, including liquid wastes, shall be collected and removed from a food premise as often as is necessary to maintain the premise in a sanitary condition.

#### Pest control

13. (1) Every food premise shall be protected against the entry of pests and kept free of conditions that lead to the harbouring or breeding of pests.

(2) Every operator of a food premise shall maintain records of all pest control measures that are undertaken in the premise and shall retain the records for at least one year after they are made.

#### Live birds or animals

14. (1) Every room where food is prepared, processed, packaged, served, transported, manufactured, handled, sold, offered for sale or displayed shall be kept free from live birds or animals.

(2) Subsection (1) does not apply to any of the following:

1. Service animals described in subsection 80.45 (4) of Ontario Regulation 191/11 (Integrated Accessibility Standards) made under the *Accessibility for Ontarians with Disabilities Act, 2005* that are in an area of the food premise where food is served, sold or offered for sale.

2. Live birds or animals that are offered for sale on food premises other than food service premises, if the medical officer of health has given approval in writing for the keeping of the birds or animals on the premises.
3. Live aquatic species displayed or stored in sanitary tanks on food premises.

**Table covers, napkins and serviettes**

15. Table covers, napkins or serviettes used in the service of food shall be clean and in good repair.

**Cloths and towels**

16. Cloths and towels used for cleaning, drying or polishing utensils or cleaning food contact surfaces shall be,

- (a) in good repair;
- (b) clean; and
- (c) used for no other purpose.

**Vending machines**

17. (1) Every vending machine in a food premise that automatically mixes water to create a product shall be provided with a potable water supply piped into the machine under pressure.

(2) The name and telephone number of the operator of a vending machine shall be prominently displayed on or near the vending machine if an employee of the operator is not in full-time attendance.

**PART IV  
CLEANING AND SANITIZING**

**Equipment for cleaning and sanitizing**

18. One of the following types of equipment must be provided in a food premise for the cleaning and sanitizing of utensils:

1. Mechanical equipment.
2. Equipment for washing by hand consisting of drainage racks of corrosion-resistant material and,
  - i. a three-compartment sink, or three sinks, of corrosion-resistant material of sufficient size to ensure thorough cleaning and sanitizing of utensils, or
  - ii. a two-compartment sink, or two sinks, of corrosion-resistant material for the cleaning and sanitizing of utensils, if,
    - A. the food premise does not use it for multi-service articles,
    - B. washing and rinsing can be done effectively in the first sink, and
    - C. the second sink is used for sanitizing as described in section 19.

**Utensil sanitization**

19. Utensils shall be sanitized through the use of,

- (a) clean water at a temperature of at least 77° Celsius, or more, for at least 45 seconds;
- (b) a clean chlorine solution of not less than 100 parts per million of available chlorine at a temperature not lower than 24° Celsius for at least 45 seconds;
- (c) a clean quaternary ammonium compound solution of not less than 200 parts per million at a temperature not lower than 24° Celsius for at least 45 seconds;
- (d) a clean solution containing not less than 25 parts per million of available iodine at a temperature not lower than 24° Celsius for at least 45 seconds; or
- (e) other sanitizing agents if,
  - (i) they are approved for use by Health Canada, the Canadian Food Inspection Agency or the medical officer of health for the intended purpose,
  - (ii) they are used in accordance with the manufacturer's instructions, and
  - (iii) a test reagent for determining the concentration of sanitizer is readily available where the sanitizing takes place.

**Mechanical dishwashers**

20. (1) Mechanical dishwashers must be,

- (a) so constructed, designed and maintained that,
  - (i) the wash water is sufficiently clean at all times to clean the dishes and is maintained at a temperature not lower than 60° Celsius or higher than 71° Celsius, and

(ii) the sanitizing rinse is,

(A) water that is maintained at a temperature not lower than 82° Celsius and is applied for a minimum of 10 seconds in each sanitizing cycle, or

(B) a chemical solution described in clause 19 (b), (c), (d) or (e); and

(b) provided with thermometers that show wash and rinse temperatures and that are so located as to be easily read.

(2) Subsection (1) does not apply to a mechanical dishwasher that bears a certification from NSF International that certifies it for commercial use.

(3) Subsections (1) and (2) do not apply if the medical officer of health is satisfied that the mechanical dishwasher will effectively clean and sanitize utensils and is appropriate for use at the food premise.

#### Cleaning and sanitizing of utensils

21. (1) Multi-service articles shall be cleaned and sanitized after each use.

(2) Utensils other than multi-service articles shall be cleaned and sanitized as often as is necessary to maintain them in a clean and sanitary condition.

#### Cleaning and sanitizing of surfaces

22. The surfaces of equipment and facilities other than utensils that come in contact with food are cleaned and sanitized as often as is necessary to maintain such surfaces in a sanitary condition.

#### Storage of substances

23. Toxic or poisonous substances required for maintenance of sanitary conditions shall be,

(a) kept in a compartment separate from food so as to preclude contamination of any food, working surface or utensil;

(b) kept in a container that bears a label on which the contents of the container are clearly identified; and

(c) used only in such manner and under such conditions that the substances do not contaminate food or cause a health hazard.

### PART V SANITARY FACILITIES

#### Altering floor space, number of toilets or washbasins

24. (1) No operator of a food premise shall alter the floor space, number of toilets or washbasins in a sanitary facility without first receiving approval in writing from a public health inspector.

(2) Subsection (1) does not apply if the food premise is a meat plant licensed under Ontario Regulation 31/05 (Meat) made under the *Food Safety and Quality Act, 2001* or a plant licensed under the *Milk Act*.

#### Sanitary facilities

25. (1) Every operator of a food premise shall ensure that sanitary facilities are maintained in accordance with the design, construction and installation requirements in Ontario Regulation 332/12 (Building Code) made under the *Building Code Act, 1992*.

(2) Every sanitary facility in a food premise shall be kept sanitary, properly equipped and in good repair at all times.

(3) Every sanitary facility in a food premise shall be equipped with,

(a) a constant supply of hot and cold running water;

(b) a supply of toilet paper;

(c) a durable, easy-to-clean receptacle for used towels and other waste material;

(d) a supply of soap or detergent; and

(e) a method of hand drying that uses single-service towels or a hot air dryer.

(4) A food premise where water-flush toilets could not be installed is exempt from the requirements of clauses (3) (a), (d) and (e) if,

(a) non-flush toilets or privies completely separate from the food premise were constructed in accordance with a permit issued under the *Building Code Act, 1992*; and

(b) the facilities are lighted and provided with commercially packaged single-use moist towelettes.

### PART VI FOOD HANDLING

#### Food service premise, food handling

26. (1) All food shall be protected from contamination and adulteration.

(2) All food must be processed in a manner that makes the food safe to eat.

(3) Subject to subsection (4), food that has previously been served to a customer shall not be re-served.

(4) Low-risk food that was previously served in packaging or a container that protects the food from contamination may be re-served if the packaging or container has not been compromised and the food has not been contaminated.

(5) Ice used in the preparation and processing of food or drink shall be made from potable water and shall be stored and handled in a sanitary manner.

**Temperature, potentially hazardous food**

27. (1) Potentially hazardous food shall be distributed, maintained, stored, transported, displayed, sold and offered for sale only under conditions in which the internal temperature of the food is,

(a) 4° Celsius, or lower; or

(b) 60° Celsius, or higher.

(2) Subsection (1) does not apply,

(a) to a potentially hazardous food during those periods of time, not to exceed two hours, that are necessary for the preparation, processing and manufacturing of the food; or

(b) to a hermetically sealed food that has been subjected to a process sufficient to prevent the production of bacterial toxins or the survival of spore-forming pathogenic bacteria.

**Frozen food to be kept frozen**

28. Food that is intended to be distributed, maintained, stored, transported, displayed, sold or offered for sale in a frozen state shall be kept in a frozen state until sold or prepared for use.

**Food processing records**

29. (1) Any food that is liable under law to inspection by the Government of Canada or Ontario, or by an agency of either, in a food premise must be obtained from a source that is subject to inspection by that entity unless otherwise permitted under this Regulation.

(2) Every operator of a food premise shall ensure that records of the purchase of food for use in the premise are retained on the premise at least until the first anniversary of the purchase date.

**Potentially hazardous food storage**

30. The equipment used for refrigeration or hot-holding of potentially hazardous foods must,

(a) be of sufficient size to store any potentially hazardous food and maintain it at the applicable temperature set out in section 27; and

(b) contain accurate indicating thermometers that may be easily read.

**Other food storage**

31. Racks, shelves or pallets that are used to store food in a food premise must be designed to protect the food from contamination and must be readily cleanable.

**Food handler training**

32. Every operator of a food service premise shall ensure that there is at least one food handler or supervisor on the premise who has completed food handler training during every hour in which the premise is operating.

**Food handlers**

33. (1) Every operator of a food premise shall ensure that every food handler in the food premise shall,

(a) not use tobacco while engaged as a food handler;

(b) be clean and practise good personal hygiene;

(c) wear clean outer garments;

(d) take reasonable precautions to ensure that food is not contaminated by hair;

(e) wash hands as often as necessary to prevent the contamination of food or food areas;

(f) be free from any infectious agent of a disease that may be spread through the medium of food;

- (g) submit to such medical examinations and tests as are required by the medical officer of health to confirm the absence of an infectious agent mentioned in clause (f); and
- (h) refrain from any other conduct that could result in the contamination of food or food areas.
- (2) A person who has a skin disease shall not perform any work that brings him or her into contact with food unless he or she has obtained the approval of the medical officer of health in writing before performing the work.

**PART VII  
COMMODITIES**

**MEAT AND MEAT PRODUCTS**

**Manufactured meat products safety procedures**

34. (1) Every operator of a food premise at which manufactured meat products are manufactured must develop written food safety procedures relating to manufactured meat products designed to ensure that no health hazards arise in relation to their use.
- (2) The written procedures referred to in subsection (1) must be approved by a medical officer of health or a public health inspector.
- (3) Subsection (2) does not apply if the food premise is a meat plant licensed under Ontario Regulation 31/05 (Meat) made under the *Food Safety and Quality Act, 2001*.
- (4) The operator referred to in subsection (1) shall ensure that the procedures are followed in the food premise.

**Consumption of manufactured meat products**

35. In a food premise, manufactured meat products shall be subjected to a process sufficient to destroy pathogenic bacteria, parasites, the cystic forms of parasites and any other forms of contamination that would render the products unsafe to eat.

**Manufactured meat product records**

36. (1) Every operator of a food premise in which meat products are manufactured shall ensure that records for manufactured meat products are created and retained on the premise at least until the first anniversary of the date on which they were made.
- (2) The records referred to in subsection (1) shall include the kinds of meat products manufactured, the names and addresses of suppliers that supplied products used in the manufacturing, the weight of the meat products and the dates of receipt of products used in the manufacturing.

**Manufactured meat product identifiers**

37. (1) Every manufactured meat product that is transported, handled, distributed, displayed, stored, sold or offered for sale at a food premise shall be identified as to the meat processing plant of origin by a tag, stamp or label affixed to the product.
- (2) Subsection (1) does not apply to a manufactured meat product stored, sold or offered for sale in a retail outlet at the plant of origin.

**Meat permitted at food premise**

38. (1) The only meat permitted at a food premise is meat that has been obtained from an animal inspected and approved for use as food in accordance with either Ontario Regulation 31/05 (Meat) made under the *Food Safety and Quality Act, 2001* or the regulations made under the *Meat Inspection Act (Canada)* and that has been stamped and labelled or otherwise identified in accordance with that regulation or that Act.
- (2) Despite subsection (1), a food premise where meat is sold, other than a food service premise, may have the meat of game animals obtained through hunting on the premises for the purposes of custom-cutting, wrapping and freezing it for its owner if,

- (a) the meat is custom-cut, wrapped, frozen and stored in such a manner that it does not come into contact with inspected meat;
- (b) each quarter or larger section of the carcass bears a tag showing the name and address of the owner of the meat; and
- (c) each quarter or larger section of the carcass is legibly labelled "Consumer Owned, Not for Sale" or "Consumer Owned, Not for Sale/Propriété du consommateur — non destiné à la vente" on each of the primal cut areas, using ink made from non-toxic edible ingredients and in letters at least 1.25 centimetres in height.

- (3) Despite subsection (1), a food premise in a meat plant licensed under Ontario Regulation 31/05 (Meat) made under the *Food Safety and Quality Act, 2001* may have uninspected meat on the premises if,

- (a) an approval has been issued under Part VIII.2 of that regulation for the uninspected meat to enter a meat plant;
- (b) a director has approved the food premise under Part VIII.3 of that regulation for the purposes of receiving the uninspected meat for the period of time that the meat is present on the premise; or
- (c) the premise has been approved under Part VIII.4 of that regulation for the purposes of receiving and processing hunted game carcasses.



(4) The operator of a food premise that has uninspected meat on the premises shall ensure that,

- (a) the uninspected meat is kept out of any part of the food premise where food is sold, served or offered for sale; and
- (b) the uninspected meat is not sold or offered for sale.

(5) Despite subsection (1), a food premise located at the Sioux Lookout Meno-Ya-Win Health Centre may have hunted game meat from wild moose, wild duck, wild goose, wild caribou, wild muskrat, wild rabbit, wild deer, wild beaver, wild elk or wild muskox on the premises if the bird or animal was killed in the course of hunting and if the following conditions are met:

1. The meat is handled, prepared, processed and stored for the sole purpose of serving it to patients, visitors and staff at the Health Centre.
2. The meat is handled, prepared, processed and stored so that it does not come into contact with other food before the other food is served.
3. Patients, visitors and staff at the Health Centre are informed in writing each time before they are served the meat that it has not been inspected in accordance with either Ontario Regulation 31/05 (Meat) made under the *Food Safety and Quality Act, 2001* or the regulations made under the *Meat Inspection Act (Canada)*, and that meat that has been inspected is available for consumption.
4. Patients, visitors and staff at the Health Centre are informed in writing that meat that has been inspected in accordance with either Ontario Regulation 31/05 (Meat) made under the *Food Safety and Quality Act, 2001* or the regulations made under the *Meat Inspection Act (Canada)* is always available to be served on the premises.

(6) Despite subsection (1), a food premise may have game animal meat obtained through hunting on the premises that is handled, prepared and stored for the purpose of serving it at a wild game dinner or a wild game event if the following conditions are met:

1. The meat is handled, prepared and stored so that it does not come into contact with other food before the other food is served.
2. Patrons and staff are notified in writing each time before they are served the meat that it has not been inspected in accordance with either Ontario Regulation 31/05 (Meat) made under the *Food Safety and Quality Act, 2001* or the regulations made under the *Meat Inspection Act (Canada)*. The notice must be posted in a conspicuous place at the entrance to the venue at which the wild game dinner or wild game event is held.
3. The operator must keep a list of all patrons who attend the wild game dinner or wild game event and must provide a copy of the list to a public health inspector upon request. The list must contain each patron's name, address and telephone number, in full.
4. The operator must keep a list of all persons who donate hunted game animal meat for a wild game dinner or wild game event and must provide a copy of the list to a public health inspector upon request. The list must contain,
  - i. each donor's name, address and telephone number, in full, and
  - ii. with respect to each donor, the name of the species from which the donated meat was obtained.

(7) In subsection (6),

"wild game dinner" means a dinner provided under the authority of an authorization granted under clause 52 (3) (a) of the *Fish and Wildlife Conservation Act, 1997*; ("dîner avec gibier sauvage au menu")

"wild game event" means an event at which game wildlife may be served in accordance with section 135.1 of Ontario Regulation 665/98 (Hunting) made under the *Fish and Wildlife Conservation Act, 1997*. ("événement avec gibier sauvage au menu")

(8) Utensils, equipment and food contact surfaces that have been in contact with uninspected meat shall be cleaned and sanitized in accordance with Part IV before being used in connection with any other food.

## MILK AND MILK PRODUCTS

### Pasteurization and sterilization

39. (1) Milk products with less than 10 per cent milk fat shall be pasteurized, or made from milk that has been pasteurized, by,

- (a) heating to a temperature of at least 63° Celsius and holding it at that temperature for not less than 30 minutes if a batch pasteurization system is used;
- (b) heating to a temperature of at least 72° Celsius and holding it at that temperature for not less than 15 seconds in a high temperature short time pasteurizer; or
- (c) heating to another temperature and holding it at that temperature for a period of time, if the process will result in the destruction of pathogenic organisms and phosphatase that is at least equivalent to the processes set out in clauses (a) and (b).

(2) Milk products with 10 per cent milk fat or more shall be pasteurized, or made from milk that has been pasteurized, by,

- (a) heating to a temperature of at least 66° Celsius and holding it at that temperature for not less than 30 minutes if a batch pasteurization system is used; or
- (b) heating to a temperature of at least 75° Celsius and holding it at that temperature for not less than 15 seconds in a high temperature short time pasteurizer.

(3) Milk products shall be commercially sterilized by heating the milk product to a temperature of at least 135° Celsius and holding it at that temperature for not less than two seconds, or to such other temperature for such period of time as will result in sterilization.

**Cooling after pasteurization**

40. (1) Milk products shall be cooled immediately after pasteurization to a temperature of at least 4° Celsius or less.

(2) Subsection (1) does not apply to a milk product that,

- (a) is to be further processed prior to packaging, then cooled to 4° Celsius, or less;
- (b) has been commercially sterilized and is to be or is aseptically packaged; or
- (c) is processed by drying.

**Pasteurizers**

41. (1) Every pasteurizer used to pasteurize milk products in a food premise shall be equipped with indicating and recording thermometers that are accurate and may be easily read.

(2) Every high temperature short time pasteurizer used to pasteurize milk products in a food premise shall be equipped with a properly functioning flow diversion valve.

(3) Recording thermometers shall be moisture-proof and easily read.

(4) The temperature of a milk product in a pasteurizer at any time shall be taken as the temperature shown on the indicating thermometer and not the temperature shown by the recording thermometer.

(5) The temperature shown by the recording thermometer shall be checked daily by the operator against the temperature shown by the indicating thermometer and shall be adjusted to read no higher than the temperature shown by the indicating thermometer.

**Pasteurization recording device**

42. (1) A pasteurization recording device shall be used in the pasteurization of milk products and shall record the following information:

- 1. The name of the operation and the date of the operation.
- 2. The number of the pasteurizer, if more than one is in use, to which the recording device is attached.
- 3. The temperature of the indicating thermometer at some time corresponding with a marked point in the holding period.
- 4. The name of the milk product being pasteurized.

(2) An operator of a pasteurizer shall create a record of the information listed in subsection (1) during the pasteurization of any milk products and sign it.

(3) The record referred to in subsection (2) must be retained for at least one year after it was made or, for milk and milk products with a shelf life greater than one year, until that shelf life has expired.

(4) The operator shall provide the records referred to in subsection (2) to a public health inspector or medical officer of health on request.

**Cheese from unpasteurized milk**

43. Subsection 18 (2) of the Act does not apply to cheese made from unpasteurized milk if the cheese has been subjected to conditions of storage that are sufficient to destroy pathogenic bacteria and toxins and any other forms of contamination that would render the cheese unsafe to eat.

**Sanitization**

44. Equipment for pasteurization, sterilization and subsequent handling of milk and milk products shall be cleaned and sanitized immediately prior to use.

**Milk containers**

45. Sterilized fluid milk products shall be sold in or from containers that bear the words "STERILIZED" or "STERILE" and "REFRIGERATE AFTER OPENING".

**Repackaging of milk products**

46. (1) A food premise that repackages milk products not produced in that food premise shall identify the original processor, packing date and batch number on the containers of repackaged milk products.

(2) Despite subsection (1), the operator of the food premise may show the following information on the containers of repackaged milk products if the operator maintains records that identify their original processor, packing date and batch number:

- 1. The operator's name and address or code marking.

- 2. The operator's "Best Before" or repackaging date.
- (3) The records referred to in subsection (2) must be retained on the food premise until at least the first anniversary of the date on which the milk product was repackaged.
- (4) This section does not authorize the repackaging of fluid milk products.

### EGGS

#### Grade C eggs

- 47. (1) No operator of a food premise shall store, handle, serve, process, prepare, display, distribute, transport, sell or offer for sale ungraded or Grade "C" eggs.
- (2) Despite subsection (1), the operator of a registered egg station may store and handle ungraded eggs for the purpose of grading and may sell, offer to sell and transport Grade "C" eggs to a registered processed egg station.
- (3) Subsection (1) does not apply to eggs from animals other than the domestic hen if,
  - (a) the eggs are in clean condition, with no visible cracks, at the time they enter the food premise; and
  - (b) the eggs are transported and stored at a cold-holding temperature of 4° Celsius, or less.

### PART VIII (OMITTED)

- 48. OMITTED (REVOKES OTHER REGULATION).
- 49. OMITTED (PROVIDES FOR COMING INTO FORCE OF PROVISIONS OF THIS REGULATION).

#### Français

CORPORATION OF THE MUNICIPALITY OF CALVIN  
MINUTES OF THE REGULAR MEETING TUESDAY NOVEMBER 26, 2019

The regular meeting of Council was held this date at the Calvin Community Centre. Present were Mayor Pennell, Deputy Mayor Cross, Coun Olmstead, Coun Grant, Jacob Grove and Cindy Pigeau.

Regrets: Coun Dan Maxwell                      Guests: 1

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

PECUNIARY/CONFLICT OF INTEREST:                      None  
PRESENTATIONS/DELEGATIONS:                              None

2019-215              MINUTES OF COUNCIL MEETING

Moved by Coun Cross and seconded by Coun Grant that the Minutes of the regular meeting of Council held on Tuesday November 12, 2019 be hereby adopted and signed as circulated.

Carried

2019-216              BY-LAW 2019-027-TO ESTABLISH MUNICIPAL BUILDING PROCEDURES, REGULATION  
AND PRESCRIBE PERMIT FEES AND OTHER FEES AS APPLICABLE TO BUILDING AND  
RELATED MATTERS.

By-law No. 2019-027 being a by-law to establish Municipal Building Procedures, Regulation and Prescribe Permit Fees and other Fees as Applicable to Building and Related Matters. This By-law received 1<sup>st</sup> and 2<sup>nd</sup> readings and will come before Council for the 3<sup>rd</sup> and final reading on Tuesday, December 10, 2019.

Not Yet Carried

2019-217              BY-LAW 2019-028-TO AUTHORIZE THE EXECUTION OF AN AGREEMENT WITH THE  
SOLICITOR GENERAL FOR THE PROVISION OF POLICE SERVICES IN THE CORPORATION OF  
THE MUNICIPALITY OF CALVIN

By-law No. 2019-028 being a by-law to authorize the execution of an agreement with the Solicitor General for the provision of Police Services in the Corporation of the Municipality of Calvin. This By-law received 1<sup>st</sup> and 2<sup>nd</sup> readings and will come before Council for the 3<sup>rd</sup> and final reading on Tuesday, December 10, 2019.

Not Yet Carried

2019-218              CALVIN FIRE DEPARTMENT PURCHASE OF NEW AUTOMATED EXTERNAL DEFIBRILLATOR  
WITH DONATION FROM COLUMBIA FOREST PRODUCTS

Moved by Coun Cross and seconded by Coun Grant that Council hereby acknowledges that the Calvin Fire Department will purchase a new Automated External Defibrillator (AED), using the monies graciously donated by Columbia Forest Products, at the quoted price of \$2350.00 HST included; And Further that the AED unit will henceforth then be included on the list of equipment belonging to the Calvin Fire Department; And Further that the AED unit currently on the Calvin Fire Department truck will be moved to the Corporation of the Municipality of Calvin's Public Works Garage enhancing the Health & Safety environment at this location.

Carried

2019-219              RESOLUTION FOR OUTSTANDING TAX ARREARS

Moved by Coun Cross and seconded by Coun Grant that letters be issued early in 2019 to all property owners who are over two years in arrears on their property taxes as of January 1, 2020 allowing them ninety (90) days to; i) pay up their outstanding property taxes in full, or ii) contact the Clerk-Treasurer within ninety (90) days to make written/signed arrangement to pay all outstanding taxes, plus and including any new taxes calculated as owing, within thirty-six (36) months from the date of the written



# THE CORPORATION OF THE MUNICIPALITY OF CALVIN

## BY-LAW NUMBER 2019-027

### BEING A BY-LAW TO ESTABLISH MUNICIPAL BUILDING PROCEDURES, REGULATIONS AND PRESCRIBE PERMIT FEES AND OTHER FEES AS APPLICABLE TO BUILDING AND RELATED MATTERS.

WHEREAS the Municipal Act c. 25 S.O. 2001 as amended and the Building Code Act c.23 S.O. 1992 as amended, require the Councils of municipalities to pass By-Laws and regulations respecting the construction and/or demolition of buildings and issuing of permits to govern the same.

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

#### 1.0 DEFINITIONS AND INTERPRETATION

##### 1.1 In this By-law:

“Act” means the *Building Code Act, 1992 S.O. 1992 Chapter 23 including amendments thereto*.

“Building” means a “building” as defined in subsection 1(1) of the Act.

“Building Code” means the regulations made under Section 34 of the Act.

“Chief Building Official” means the Chief Building Official appointed pursuant to subsection 3(2) of the Act and by By-law of the Municipality of Calvin for the purposes of enforcement of the Act.

“Construct” means “construct” as defined in subsection 1(1) of the Act.

“Demolish” means “demolish” as defined in subsection 1(1) of the Act.

“Fixture” means “fixture” as defined in Sentence 1.1.3.2. (1) of the Building Code.

“Inspector” means an inspector appointed pursuant to subsection 3(2) of the Act and by by-law of the Municipality of Calvin for the purposes of enforcement of the Act.

“Municipality” means the Corporation of The Municipality of Calvin or the geographic area as the context requires.

“Order” means under section 12(2) of the Building Code Act, an inspector who finds a contravention of this Act or the building code may make an order directing compliance with this Act or the building code and may require the order to be carried out immediately or within such time as is specified in the order.

“Owner” means the registered owner of the property of the agent of the registered owner duly authorized by the registered owner in writing.

“Permit” means permission or authorization in writing from the Chief Building Official to perform work regulated by the Act and the Building Code and in the case of an occupancy permit, to occupy any building or part thereof.

“Permit Holder” means the owner to whom the permit has been issued or, where the permit has been transferred, the new owner to whom the permit has been transferred.

“Plumbing” means “plumbing” as defined in subsection 1(1) of the Act.

“Property Owner” means an individual or entity in possession of title for land, building, or other item. The owner may be responsible for paying taxes in relation to the property.

“Registered Code Agency” or RCA means a “registered code agency” as defined in subsection 1(1) of the Act.

“Sewage System” as defined in Section 1.1 of the Building Code.

“Work” means to do anything in the construction or demolition or change of use or plumbing for a building which is regulated by the Act and the Building Code and “project” has a similar meaning.

“Zoning” as defined in the Municipality of Calvin’s Zoning By-Law

#### 2.0 PERMITS

- 2.1 No person shall, or shall cause to, construct, alter, repair, move, situate or demolish in full or in part a building or structure in the Municipality of Calvin unless a permit for such purpose has been issued by the Chief Building Official.

- 2.2 Classes of permits with respect to the construction and demolition of buildings shall be as set out in Schedule "A", attached hereto.
- 2.3 To obtain a permit the owner or his authorized agent shall file an application in writing by completing the prescribed forms from the Municipality of Calvin office.
- 2.4 Except as otherwise permitted by the Chief Building Official, every application shall identify and describe in detail the work and occupancy to be covered by the permit for which application is made, including:
- a) description of the land on which the work is to be done, that will readily identify and locate the building lot.
  - b) complete plans and specifications as requested.
  - c) the valuation of the proposed work and the required fee.
  - d) the names, addresses and telephone number of the owner, architect, engineer or other designer and constructor.
  - e) the signature of the owner or his authorized agent shall certify the truth of the contents of the application.
- 2.5 Subject to section 8 (10) of the Building Code Act c.23 S.O. 1992 as amended, building permits are automatically revoked and must be renewed:
- a) where they are issued based on mistaken or false information.
  - b) where after six months after its issuance, the construction or demolition in respect of which a permit was issued has not in the opinion of the Chief Building Official, been seriously commenced or;
  - c) where the construction or demolition of the building is in the opinion of the Chief Building Official, substantially suspended or discontinued for a period of more than one year.

### **3.0 PLANS, SPECIFICATIONS AND INFORMATION**

- 3.1 Sufficient information shall be submitted with each application for a permit to enable the Chief Building Official to determine whether or not the proposed work will confirm with the Act, Regulations thereunder, The Zoning By-law and any other applicable law.
- 3.2 Unless otherwise permitted by the Chief Building Official, site plans shall be referenced to a current plan of survey, certified by a registered Ontario Land Surveyor, and a copy of such survey, with seal, shall be submitted.
- 3.3 Plans shall be drawn to scale upon paper, cloth, or other durable material for new construction and with appropriate scale for renovation.
- 3.4 The Chief Building Official shall require the applicant to produce the entrance approval from the appropriate authority in respect to any building proposed to be constructed fronting on any Provincial or County Highway, before the issuance of a building permit.
- 3.5 No permit will be issued in respect of a new building until proof of payment of the Charges as set out in Schedule "A" attached hereto are provided to the Chief Building Official.
- 3.6 No permit will be issued where the proposed use or location of a building is to contravention of the Municipality of Calvin Zoning By-law.
- 3.7 No work shall commence until the building permit issued is prominently displayed on the site of work.
- 3.8 No permit shall be issued on or for Heritage Designated properties until the required procedures have been complied with; as set out by the Ontario Heritage Act c. O.18 R.S.O. 1990 as amended, if applicable.

### **4.0 APPLICATION FOR PARTIAL PERMIT**

- 4.1 Where an application is made for partial permit in order to expedite work for a portion of a building prior to the issuance of a permit for the work for the complete building, and the Chief Building Official is in agreement that an application for a partial permit may be submitted, the owner shall file the following information:

- a) the prescribed application from entitled "Application for a Permit to Construct or Demolish".
  - b) complete plans and specifications, documents and other information as required.
  - c) the completed form as set out in the Act.
- 4.2 A permit for a temporary building may be extended provided that permission in writing is granted by the Chief Building Official.

## 5.0 SPECIAL PROVISIONS

- 5.1 The owner or his authorized agent shall notify the Chief Building Official at least forty-eight (48) hours in advance of the following stages of construction:
- a) commencement of construction.
  - b) readiness to construct footings.
  - c) substantial completion of the structural framing.
  - d) substantial completion of the insulation and vapour barriers.
  - e) substantial completion plumbing and heating systems.
  - f) substantial completion of fire separations and systems.
  - g) substantial completion of interior finishes.
  - h) substantial completion of exterior cladding and site grading.
- 5.2 Where in the opinion of the Chief Building Official it is necessary for public safety, the owners shall cause to be erected on the street line adjacent to any building being constructed, altered, repaired or wrecked, demolished, a suitable type of board fence, at least six (6) feet in height, and with sufficient overhead boarding to protect passers by. No such fence shall be removed until the work has been completed and permission for that purpose has been obtained from the Chief Building Official.

No unused building material, debris, material from any building being wrecked, demolished, or material from excavation shall be placed on or allowed to accumulate on any highway, public street, alley or land.

- 5.3 No person shall in any manner obstruct the free passage of water in drains, gutters or watercourse by buildings, landscaping or any other means. Nor shall they reroute any of the above without written permission of the Chief Building Official.
- 5.4 No person shall remove from a building or site any order issued by the Chief Building Official or his appointee, without first obtaining permission from the Chief Building Official.

## 6.0 FEES

- 6.1 Fees for a required permit shall be in accordance with Schedule "A" attached hereto and forming part of this By-law.
- 6.2 When the fees are based on cost of valuation of the proposed work, such valuation shall mean the total cost of the work. That shall be the work regulated by the permit as well as electrical, plumbing or health branches and shall include the cost of professional and related services.
- 6.3 Where the Chief Building Official places a valuation, on the cost of work and if the permit applicant holder disagrees with this valuation, the prescribed fee determined by the Chief Building Official, shall be paid before the issuance of the permit. Upon completion of the work, if the actual cost of the work was less than the valuation placed by the Chief Building Official, an audited statement may be submitted detailing the cost of all component parts of the work. The Chief Building Official shall, if the statement contains the cost of all component parts of the work upon which the valuation was required to be based, value the work in accordance with testament and recommend the appropriate refund.
- 6.4 The fees contained in Schedule "A" to this By-law may be waived or modified at the discretion of the Chief Building Official, with the concurrence of the Clerk-Treasurer, for minor repairs and renovations to buildings, outbuildings i.e. garden sheds, tool sheds, gazebos, etc. or for the re-roofing and replacement of siding, of buildings in the residential classifications and for the additions of small porches or decks or for the repairs of such in the residential classifications.

## 7.0 ENFORCEMENT

- 7.1 This By-Law shall apply to all property within the Municipality of Calvin, and shall be enforced upon written and signed complaints only.



- 7.2 After becoming aware of an infraction, the Chief Building Official and/or Property Standards Officer will visit the property and identify what is contravening the Municipality of Calvin's By-Laws. If the owner of the property in question is present, the Chief Building Official and/or Property Standards Officer will inform the property owner of the any contravening By-Law issues and outline what would need to be completed in order to comply.
- 7.3 The Chief Building Official and/or Property Standards Officer will send by registered mail, the property owner a follow-up letter, explaining the contravening By-Law issues and outline what would need to be completed in order to comply.
- 7.4 During the ongoing dialog between the Chief Building Official and/or Property Standards Officer and the property owner when continued improvement steps are being taken place to comply, no deadline timelines will be imposed during this time of dialog.
- 7.5 If verbal and written warnings or dialog in section 7.4 of this By-Law are ignored, and no action has been taken, or action has been ceased by the property owner to comply, then an Order to Comply will be posted by the Chief Building Official and/or Property Standards Officer, on the owners property and served on the owner of the property and such other persons affected thereby either by in person or registered mail.
- 7.6 Orders to Comply come with specific timelines in which steps must be taken to meet the requirements of the order. If no action is taken by the property owner in the specified timeline to comply, the municipality can take action to have the property comply with the Ontario Building Code and/or Municipal By-Laws. Costs incurred by the Municipality to have a property meet compliance will be billed to the property owner, and if not paid, transferred to the property owner's property tax account.
- 7.7 In accordance to Section 15.4.1 of the Ontario Building Code Act, 1992, S.O. 1992, c.23, as amended, any person convicted of a breach of the provisions of this By-law shall forfeit and pay at the discretion of the conviction, magistrate an administrative penalty of:
- a) the sum of one thousand dollars (\$1,000.00) and/or;
  - b) any building constructed, altered, repaired or placed in contravention of this By-law and/or other related municipal By-Laws, may be pulled down or removed on instruction from the Chief Building Official or other person authorized by the Council, and the expense of such removal or pulling down shall be paid by the owner and may be recovered in like manner as municipal taxes (in accordance to section 15.4.2 of the Ontario Building Code Act, 1992, S.O. 1992, c.23, as amended).

## 8.0 SEVERABILITY

- 8.1 Should any section or part of a section of this By-law be declared by a Court of competent jurisdiction to be invalid, the same shall not affect any other provision of this By-law in whole or part thereof.
- 8.2 Nothing in this By-law shall or is intended to contravene with the Building Code Act c.23 S.O. 1992 as amended.
- 8.3 Where any discrepancy occurs, the Building Code Act and Regulations made thereunder shall take precedence.

## 9.0 REPEAL

- 9.1 By-law No.2007-006, Amendment By-Law No. 2008-020 and any other By-law that govern building construction or fees thereto are hereby repealed and rescinded.

## 10. COMMENCEMENT

- 10.1 This By-law shall come into force and affect on the day of passing thereof.

Read a first time this 26<sup>th</sup> day of November 2019.

Read a second time this 26th day of November 2019.

Read a third time and finally passed in open council this 10<sup>th</sup> day of December 2019.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK-TREASURER

**CORPORATION OF THE MUNICIPALITY OF CALVIN**  
**Schedule "A"**  
**To By-law 2019-027**

**BUILDING INSPECTION SERVICES**

New buildings (except for accessory buildings)	\$400.00 for the first 50m <sup>2</sup> of building area and \$30.00 for each additional 10m <sup>2</sup> or part thereof
Addition to buildings (except for accessory buildings)	\$150.00 for the first 20m <sup>2</sup> and \$30.00 for each additional 10m <sup>2</sup> or part thereof
Accessory buildings which includes garages, storage buildings, barns, porches, carports, sundecks, balconies, solariums and sunrooms (including additions to accessory buildings)	\$100.00 for the first 20m <sup>2</sup> and \$30.00 for each additional 10m <sup>2</sup> or part thereof
Residential alterations, repairs or renovations including Chimneys, plumbing, windows, doors	\$100.00 flat fee
Demolition Permit	\$75.00 flat fee
Change of Use inspection	\$100.00 includes one
Moving a building into, within or out of the municipality	\$75.00 flat fee
Reshingling a building. Permit is issued to the home owner allowing the disposal of old shingles at the landfill site	\$25.00 flat fee plus tipping fees
Compliance letter (site inspection required)	\$75.00 flat fee
Occupancy permit (site inspection required)	\$75.00 flat fee
Commercial, Industrial, Institutional – Alterations, Repairs and Renovations	\$400 flat fee

THE CORPORATION OF THE MUNICIPALITY OF CALVIN

BY-LAW NO. 2019-028

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT WITH THE SOLICITOR GENERAL FOR THE PROVISION OF POLICE SERVICES IN THE CORPORATION OF THE MUNICIPALITY OF CALVIN

**WHEREAS** *Section 10 of the Act* provides that municipalities may enter into an agreement with the Solicitor General for the provision of police services for the municipality by the Ontario Provincial Police;

**AND WHEREAS** a draft proposal has been prepared setting out the mutual rights and obligations of the Solicitor General and the Mattawa Group of Four, consisting of the Town of Mattawa, Municipality of Calvin, Township of Papineau-Cameron and the Municipality of Mattawan;

**AND WHEREAS** it is deemed useful and expedient for the Municipality of Calvin to enter into such an agreement.

**NOW THEREFORE BE IT ENACTED** by the Council of the Corporation of the Municipality of Calvin as follows:

1. That the Mayor and Clerk are hereby authorized to execute an agreement with the Solicitor General for the provision of police services by the Ontario Provincial Police for a four year period (from January 1, 2020 to December 31, 2023).
2. That this agreement shall be attached as Schedule "A" and form part of this by-law.
3. That this By-law shall come in to force and take effect on the date of its passing.

READ A FIRST TIME BEFORE AN OPEN COUNCIL THIS 26<sup>th</sup> DAY OF NOVEMBER, 2019.

READ A SECOND TIME BEFORE AN OPEN COUNCIL THIS 26<sup>th</sup> DAY OF NOVEMBER, 2019.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK-TREASURER

READ A THIRD TIME AND FINALLY PASSED BEFORE AN OPEN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK-TREASURER

The term of this Agreement is effective as of the XX day of XXXX 20XX.

**AGREEMENT FOR THE PROVISION OF POLICE SERVICES  
UNDER SECTION 10 OF THE POLICE SERVICES ACT, R.S.O. 1990, c. P.15, as am.**

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE  
SOLICITOR GENERAL**

("Ontario")

**OF THE FIRST PART**

**AND:**

**THE CORPORATION OF THE XXXX OF XXXXXX**

(the "Municipality")

**OF THE SECOND PART**

**RECITALS:**

- (a) Under s. 4(1) of the *Police Services Act*, R.S.O. 1990, c. P.15, as am., the Municipality is required to provide adequate and effective police services in accordance with its needs;
- (b) Under s. 5 of the *Police Services Act*, the Municipality's responsibility for providing police services may be discharged by entering into an Agreement with the Solicitor General under s. 10 of the Act;
- (c) The Municipality has expressed its intent to provide police services, in pursuance of its responsibilities under s. 5 of the *Police Services Act*, by means of this Agreement, as evidenced by by-law number XXXX-XXXX, dated MMMM DD, 20YY (attached as Schedule "A");
- (d) This Agreement reflects the intent of the parties to provide an adequate and effective level of police services for the Municipality as set out in the "Contract Policing Proposal," dated MMMM DD, 20YY (attached as Schedule "B");

**NOW THEREFORE**, in consideration of the premises and covenants herein, the parties agree as follows:

1. The parties warrant that the recitals are true.

## Definitions

### 2. In this Agreement:

- (a) "Annual Billing Statement" means a statement prepared by Ontario and submitted to the Municipality for review and approval which contains:
- (i) the Municipality's policing costs for the year following the year in which the statement is prepared, based on an estimate of salary, benefits, overtime, shift premium, statutory holiday payouts, prisoner transportation, court security (if applicable), and accommodation/cleaning (if applicable); and
  - (ii) a year-end adjustment reconciling salary, benefits, overtime, shift premium, statutory holiday payouts, prisoner transportation, court security (if applicable), and accommodation/cleaning (if applicable) costs to those billed for the preceding year.
- (b) "Board" means XXXX of XXXXXX Police Services Board.
- (c) "Commissioner" means the Commissioner of the O.P.P.
- (d) "Detachment Commander" means the O.P.P. officer in charge of XXXXX Detachment.

## General Provisions

3. Ontario shall provide adequate and effective police services in accordance with the needs of the Municipality in compliance with the terms and conditions of the Agreement. The Municipality shall pay Ontario for the police services provided under this Agreement in accordance with this Agreement.
4. The Commissioner shall ensure that the Detachment Commander responds appropriately to the Board's objectives and priorities for police services, developed after consultation with the Detachment Commander, pursuant to s. 10(9)(b) of the *Police Services Act*.
5. The Commissioner shall cause the Detachment Commander or his or her designate to report to the Board at mutually agreed upon intervals in accordance with the *Police Services Act* regarding the provision of police services in and for the Municipality. The O.P.P. will determine the information to be contained in the reports and the format in which they will be provided.
6. (a) For the purposes of s. 10(6) of the *Police Services Act*, the O.P.P. shall provide police services to the Municipality, including the enforcement of mutually agreed upon by-laws. The parties shall review this part of the agreement annually, with a view to revising or updating the list of by-laws requiring O.P.P. enforcement.

(b) Municipal Building Code violations overseen by the Municipality's Building Code inspector and those by-laws related to animal control will not form part of this Agreement.

7. The parties agree that sections 132 and 133 of the *Police Services Act* will be applied as if the XXXXX Detachment of the O.P.P. was a municipal police force, and as if the Detachment Commander was a Chief of Police.

Moved  
from  
Section  
Cost of Police  
Services

#### Service Levels

8. (a) Ontario shall cause the Commissioner to assign police officers and other persons to duties relating to the police services in and for the Municipality so as to provide the municipality adequate and effective policing services.
- (b) Where the Municipality receives dedicated enhancement positions, it shall be responsible for all costs associated with those dedicated resources. In the event that the Municipality decides to reduce the number of enhancement positions, it shall provide Ontario with at least one year's prior written notice and shall be responsible for all costs associated with such reduction.

#### Liability of Ontario

9. The O.P.P. shall be liable for any damages that may arise as a result of any negligent acts or omissions of its members in the performance of this Agreement.

#### Provincial Services Usage

10. The O.P.P. as legislated by the *Police Services Act*, must be capable of providing provincial level response that can be mobilized for emergencies, disaster or specialized needs. The O.P.P. may meet this requirement by deploying resources that normally would be assigned to the Detachment that serves the Municipality. The O.P.P. shall ensure that in the event resources are deployed to a situation requiring provincial level response, appropriate resources remain available to the Detachment to provide adequate and effective policing to the Municipality. The use of O.P.P. officers in cases where there is a provincial obligation to respond will be accounted for as part of the billing model.

#### Equipment and Facilities

11. Ontario shall supply or cause to be supplied all vehicles and equipment reasonably necessary and appropriate for the use of the O.P.P. in providing police services under this Agreement.
12. The parties will enter into negotiations concerning the provision and payment of appropriate buildings and rental agreements, including, but not limited to, location, leasehold improvements, and capital costs, where applicable.

### Adequacy Standards Regulation

13. The O.P.P. shall undertake and be responsible for ensuring that all mandatory standards of adequate and effective police services as required by *Ontario Regulation 3/99* under the *Police Services Act* are met and maintained.
14. The Detachment Commander shall provide the Board with reasonable documentation, as agreed upon between the Board and the O.P.P., to allow the Board to evaluate the services and satisfy itself that adequate and effective standards and policies are in place.
15. It shall be the responsibility of the Board to monitor the delivery of police services to ensure that the provisions of the *Ontario Regulation 3/99* under the *Police Services Act* are satisfied on an ongoing basis.

### Cost of Police Services

16. (a) On or before October 01<sup>st</sup> in each year, Ontario shall prepare and deliver to the Municipality for review and approval, the Annual Billing Statement for the following year, together with sufficient documentation and information reasonably necessary to explain and support the billing.
- (b) The Municipality shall review the Annual Billing Statement upon receipt and, within 90 days of such receipt, shall approve the Annual Billing Statement or deliver to Ontario a request to review the Annual Billing Statement.
17. (a) In the event that the Municipality fails to approve or request a review of the Annual Billing Statement within 90 days of receipt, the Municipality shall be deemed to have approved the Annual Billing Statement.
- (b) In the event that the Municipality requests a review of the Annual Billing Statement as provided in this paragraph, the Annual Billing Statement shall be approved, or amended and approved in accordance with Section 18.
18. Where the Municipality has delivered to Ontario a request to review the Annual Billing Statement, Ontario shall carry it out expeditiously, and Ontario shall cooperate to permit such a review to be carried out. If the parties are unable to agree on the Annual Billing Statement, either party may submit the matter to the dispute resolution mechanisms set out in paragraphs 22 and 23. In the event that the Municipality delivers a request to review to Ontario, the Annual Billing Statement shall be deemed to apply during the period of review.
19. The Municipality shall make monthly installment payments to Ontario due no later than 30 days following receipt by the Municipality of each monthly invoice, each one being one twelfth of the Annual Billing Statement for that year. Any amounts which have become due and owing shall bear interest at the rate set by the Minister of Finance from time to time.

20. Ontario shall keep all records, statements of account, invoices and any other such documents necessary to support the Annual Billing Statement, and all such records shall be kept for a period of seven years. Ontario shall permit the Municipality, upon notice to Ontario, to examine all such records and books of account and conduct a review of the Annual Billing Statement.
21. Upon the approval or deemed approval of the Annual Billing Statement, as provided in this Agreement, adjustments shall be made in the amounts paid by the Municipality by installment so that (i) the total amount paid in respect of the preceding year is equal to the amount shown on the approved Annual Billing Statement and (ii) the installments for the year following the year in which the statement is prepared are each equal to one twelfth of the approved Annual Billing Statement. Any amounts payable by one party to the other shall be paid to the appropriate party in the remaining monthly billings for the year following the year in which the statement is prepared.

#### **Dispute Resolution Mechanisms**

22. (a) The provisions of this paragraph apply in the event of a dispute between the Municipality and Ontario concerning financial and related issues arising out of the interpretation, application, administration, or alleged violation of this Agreement ("Financial Disputes") or between the Board and the O.P.P. concerning policing issues arising out of the interpretation, application, administration, or alleged violation of this Agreement ("Policing Disputes").
  - (b) In the event that a dispute arises, the Detachment Commander, or representative, and the Municipality or the Board, as the case may be, or their representative, shall meet within 30 days of such dispute arising, and use all best good faith efforts to resolve the dispute.
  - (c) If the dispute remains unresolved, the Regional Commander, or representative, and the Municipality or the Board, as the case may be, or representative, shall meet and use all best good faith efforts to resolve the dispute.
  - (d) If the dispute remains unresolved, the Commissioner, or Deputy Commissioner, and the Municipality or the Board, as the case may be, or representative, shall meet and use all best good faith efforts to resolve the dispute.
  - (e) If a Financial Dispute remains unresolved, the issue may be referred to mediation by either party, and each party shall use all good faith efforts to resolve the dispute.
23. (a) Financial Disputes that cannot be resolved through any of the methods described within paragraph 22, may be referred to and settled by binding arbitration. The provisions of the *Arbitration Act, 1991* shall apply to any such arbitration, unless otherwise indicated below:
    - (i) The language of the arbitration shall be English.



- (ii) The place of the arbitration shall be the XXXX of XXXXXX.
- (iii) Each party agrees that the arbitration shall be conducted in a summary manner to ensure a full hearing in a cost effective and efficient manner.
- (iv) Each party shall make prompt full disclosure to the other and, subject to the availability of an arbitrator the arbitration shall be commenced within 30 days of the conclusion of the meeting with the Commissioner, or the mediator, if applicable.
- (v) Each party shall be responsible for its own legal expenses and for an equal share of the fees and expenses of the arbitration and any other related expenses. Section 54 of the *Arbitration Act* shall not apply; the arbitrator shall have no right to make an award relating to costs.
- (vi) The parties shall have no right of appeal to a final decision of an arbitrator.
- (b) Policing Disputes shall not be subject to mediation or arbitration.
- (c) Neither party shall be entitled to proceed to mediation or arbitration until all of the meetings referred to in paragraphs 22 have been held, and each party undertakes to exert all best good faith efforts to resolve the dispute in those meetings.
- (d) Mediations or arbitrations of disputes conducted under this Agreement shall remain closed to the public. All parties to any dispute shall keep all details, admissions or communications made in the course of the dispute resolution process strictly confidential, nor shall such information be admissible in any legal proceeding, except as follows:
- (i) on consent of all parties;
  - (ii) as may be ordered by a court of competent jurisdiction;
  - (iii) the final decision of the arbitrator may be released.
- (e) Each of the meetings outlined in paragraph 22 shall be commenced no earlier than 15 days, and concluded no more than 30 days, from the conclusion of the prior stage unless the parties otherwise agree.
- (f) Notwithstanding any of the above provisions, nothing in this Agreement shall be construed so as to give the Municipality or the Board the right to alter any policy of the O.P.P. or the Ministry. Nothing in this Agreement shall be construed so as to give the Municipality or the Board, the right to supercede or vary the duties and obligations of the Solicitor General pursuant to s. 3(2) of the *Police Services Act*, or of the Commissioner pursuant to s. 17 and s. 41 of the *Police Services Act*, and further, the rights of the Municipality and the Board pursuant to the Agreement are subject to the Municipality's obligations under s. 4 of the *Police Services Act*.

## Detachment Commander Selection

24. The Detachment Commander shall be selected from a short-listed pool of candidates as determined by the OPP in accordance with its relevant provincial policies. Following the formulation of the short-list, a joint committee consisting of Board members and persons nominated by the Commissioner, shall select the successful candidate in accordance with the process set out in the OPP's provincial policies.

## Notice

25. Any notice, statement, invoice or account to be delivered or given by any of the below listed groups to any other of them shall be delivered to such groups using the delivery methods as listed below. Any notice, statement, invoice or account sent by mail shall be deemed to be received on the third day following the date of mailing unless shown to the contrary, and if sent by fax or by email, it shall be deemed to be received on the date it was sent. Any group may change its contact information by giving notice provided herein:
- (a) by mail to Ontario addressed to: The Solicitor General, 25 Grosvenor Street, 11<sup>th</sup> Floor, Toronto, Ontario, M7A 1Y6, or by fax to (416) 325-6067
  - (b) by mail to the Commissioner addressed to: The Commissioner, Ontario Provincial Police, 777 Memorial Avenue, Orillia, Ontario, L3V 7V3, to the attention of the Manager, Municipal Policing Bureau, by fax to (705) 330-4191, or by email to [opp.municipalpolicing@opp.ca](mailto:opp.municipalpolicing@opp.ca)
  - (c) by mail to the Municipality addressed to: The Mayor, XXXXXXXX of XXXXXXX, XXXXXXX, XXXXXX, Ontario, X1X 1X1, or by fax to XXXXXXXXXXXX
  - (d) by mail to the Board addressed to: The XXXXXXXX of XXXXXXX Police Services Board, XXXXXXX, XXXXXX, Ontario, X1X 1X1, or by fax to XXXXXXXXXXXX

**Commencement and Termination of Agreement**

- 26. Notwithstanding the date upon which this Agreement is signed, the term of this Agreement shall commence on the DD day of MMMM 20YY, and shall conclude on the earlier of (i) MMMM DD, 20YY or (ii) the date that the *Community Safety and Policing Act*, 2019 comes into force.
- 27. Either party to this Agreement may terminate this Agreement upon one year written notice of termination to the other party, in which case this Agreement shall terminate one year following the delivery of such notice. Should a notice to terminate be given, the Municipality shall continue to be obligated to pay for the cost of providing police services under this contract to, and including the date of such termination and Ontario shall continue to be responsible to provide the services outlined in this Agreement.
- 28. Should the Municipality's designated responsibility to provide policing under the *Police Services Act* be changed, either by statute or government interpretation, the Municipality maintains its right upon being so informed to give written notice of its intention to terminate this Agreement forthwith.

**Entire Agreement**

- 29. This Agreement and the schedules attached constitute the entire Agreement between the parties, and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the relationship of the parties or supported hereby other than as expressed herein in writing. Any amendment to this Agreement must be in writing, duly executed by the parties.

IN WITNESS WHEREOF, the Municipality has affixed its Corporate Seal attested by the signature of its duly authorized signing officers, and the Deputy Solicitor General, Community Safety has personally signed this Agreement to be effective as of the date set out herein.

**FOR ONTARIO**

\_\_\_\_\_  
Deputy Solicitor General, Community Safety

**FOR THE MUNICIPALITY**

XXXXXXX of XXXXXX

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Administrative Officer

or Clerk (as appropriate)

Date signed by the Municipality \_\_\_\_\_

**DRAFT**

**SCHEDULE "A"**

**BY-LAW OF THE MUNICIPAL COUNCIL**

**DRAFT**

**SCHEDULE "B"**

**PROPOSAL FOR POLICE SERVICES**

CORPORATION OF THE MUNICIPALITY OF CALVIN

**Resolution**

DATE December 10, 2019

NO. \_\_\_\_\_

MOVED BY \_\_\_\_\_

SECONDED BY \_\_\_\_\_

“THAT The Corporation of the Municipality of Calvin hereby incorporates the attached “Municipality of Calvin - Ice Building and Maintenance Manual” into practice;

AND FURTHER that the manual should be reviewed on an annual basis to incorporate any changes that may be required due to changing technology, climate, staff and/or volunteers.

CARRIED \_\_\_\_\_

DIVISION VOTE

<u>NAME OF MEMBER OF COUNCIL</u>	<u>YEAS</u>	<u>NAYS</u>
<u>Coun Cross</u> _____	_____	_____
<u>Coun Grant</u> _____	_____	_____
<u>Coun Maxwell</u> _____	_____	_____
<u>Coun Olmstead</u> _____	_____	_____
<u>Mayor Pennell</u> _____	_____	_____



**Municipality of Calvin –**  
**Ice Building and**  
**Maintenance Manual**

# **Responsibilities of Staff** **and Volunteers**



## The Ice Building and Maintenance Manual

### **Purpose:**

To establish clear responsibilities staff and volunteers in the process of the building and the maintenance our outdoor ice skating rink.

### **Municipal Responsibilities**

1. Build and maintain the municipal outdoor ice surface in conjunction with the fire department.
2. Provide suitable training for volunteers with information on how to effectively build and maintain our outdoor ice surface, how to complete the daily inspection logs, properly manage risk, health and safety procedures, etc.
3. Deliver and sign-out any necessary equipment that may include shovels, hoses, spray nozzles, etc.
4. Post appropriate signs at the ice rink to address risk management (Attachment 3).
5. Complete a thorough review of the ice rink installation on a once a week basis and document the findings on an inspection log. Discuss any observed issues or concerns with the volunteers.
6. Respond to or appropriately direct emergency situations to the proper authorities.
7. Follow-up on concerns respecting the improper use of the ice rink.
8. Periodically check all equipment for damages, especially the hockey nets. If caught in time, a minor repair is preferable and less expensive than a major one.
9. Rink signs announcing rules and hours of operation should be fastened securely out of reach of participants. Eight to ten feet above the ground is the minimum height recommended.

### **Volunteer Responsibilities**

1. All volunteers must participate in training by Calvin staff to acknowledge their roles and responsibilities prior to the set-up and operation of an outdoor rink. Training topics will cover such aspects as proper use of equipment, maintenance and flooding techniques, managing risk and health and safety procedures and volunteer safety.
2. Volunteers are required to immediately report any serious issues, accidents or medical emergencies that they have personally observed or have been made aware of.
3. It is recommended that volunteers work in pairs throughout the winter season to help keep the ice rink properly maintained.
4. Volunteers will typically be required after 4pm on weekdays and on weekends unless otherwise requested by staff.

# **Ice Building and** **Maintenance Procedure**

## Ice Building Procedure – TO BE COMPLETED BY STAFF

How to lay the first sheet of ice.

1. Snow should be kept off the planned rink area to allow the frost to freeze the ground. This will ensure that there will be level ground for the rink liner to be installed.
2. The temperature must be consistently below freezing. Recommended temperature is between -10°C and -17°C.
3. Install the rink liner and add water to cover the shallowest point with 90 mm of water. It is recommended that the water be added from the fire truck versus a garden hose for a smoother ice surface.
4. Once water is completely frozen which should take approximately 3 – 4 days after initial flooding, install kick plate and cut off liner above kick plate.

## Maintaining a Good Ice Surface

Flood as often as possible. Build up the sheet's thickness so that on mild days the rink can withstand the sun without patches of earth showing through and chunks breaking off the surface. **Caution:** Make certain that each flood is frozen solid prior to adding another.

- The ice surface must be scraped clean of all snow, ice chips, flakes and dirt before flooding. Make sure the edge of the scraper is straight.
- It is very important, when removing the snow for the ice surface, not to block the entrance used by the machinery and/or vehicles. Throw the snow clear of this entrance. The entrance for emergency access must be kept clear at all times.
- Good ice is clean ice, not covered by dirt or litter. This is primarily a participant concern, however, proper supervision will increase awareness and lessen the maintenance frustrations. Smoking on the ice surface should be discouraged as a lit cigarette butt can melt and mar a good skating surface.
- Be aware that many individuals using the rink will be wearing boots or rubbers rather than skates. Restrict the use of salt or sand in areas such as walkways, the equipment storage area, parking lot, etc. otherwise this salt or sand will eventually end up on your rink causing you maintenance problems.
- "An Ounce of Prevention" ... Ongoing repairs to cracks and chips in the ice surface is more desirable than attempting to repair damages to the ice surface through flooding alone.

### **The Steps for Repairing a Crack, Chip or Hole are:**

1. Sweep or clean the hole of all snow or ice chips.
  2. Mix a slush mixture of snow and water.
  3. Pack the slush in the hole.
  4. Level off the slush with a shovel, trowel, hockey stick or puck, etc.
  5. (Optional) Sprinkle with a light flood of water.
  6. Keep people from skating on the spot until frozen (see diagram).
- Shell Ice ... During your flooding, whether it be on your initial sheet or ongoing throughout the winter, be aware of shell ice. Shell ice occurs when for some reason or another, an air bubble is frozen into the surface. Shell ice is characterized by a white patch of thin brittle ice that is easily broken. When broken, the layer of ice underneath is exposed.

### **How do you Deal with Shell Ice?**

1. Break the surface.
2. Remove the brittle ice completely.
3. Pack solid with a mixture of snow and water.
4. Level with shovel, trowel, hockey stick, etc. and remove excess slush.
5. Avoid stepping or skating on this area until frozen solid (see diagram).

### **Care of Equipment**

The proper care of equipment will insure that when it is required, it will be available. Consider the following hints or suggestions on proper maintenance:

- Please do not leave any equipment outdoors overnight and return the equipment to the storage room when not in service.
- Please do not leave shovels or brooms lying around.
- To drain the garden hose, please elevate the hose nearest the tap and walk towards the nozzle. Any water remaining within the hose should drain. This will minimize excess water or ice buildup in the hose.
- Please be certain that the water is shut off completely after every use.
- Please keep the storage area clean at all times.
- Please don't leave the storage area unlocked or unattended.
- If straw brooms are used for sweeping around the edges, please monitor when they begin to lose their straw. The presence of large amounts of straw when flooding reduces the quality of the ice. Please request a new broom when this begins to occur.

## Ice Problems that May Occur

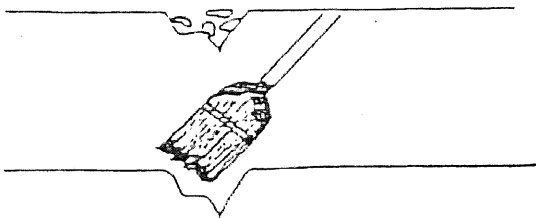
Some of the more common problems are:

1. Your nozzle doesn't fit, doesn't work or is leaking.
2. Your hose leaks or has a split.
3. Your water line is frozen or has burst.
4. Your scraper or shovel handle gets broken.
5. The storage area or ice surface has been vandalized.

The Recreation Department will provide training on general use of the equipment.

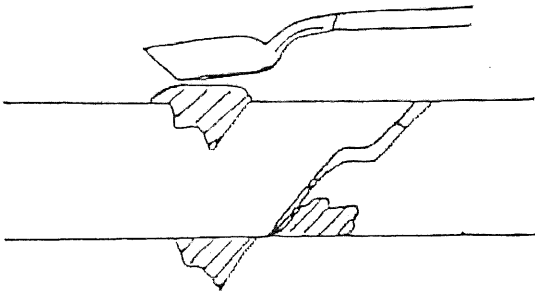
The Municipality is not responsible for the replacement or repair of damaged equipment that does not belong to the Municipality.

### How to Repair Holes, Cracks or Shell Ice



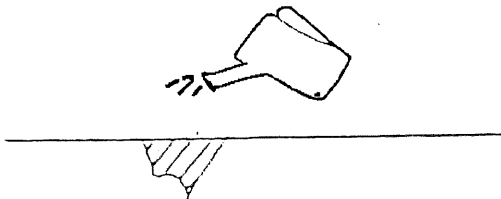
Uh Oh

Clean



Pack Slush

Level

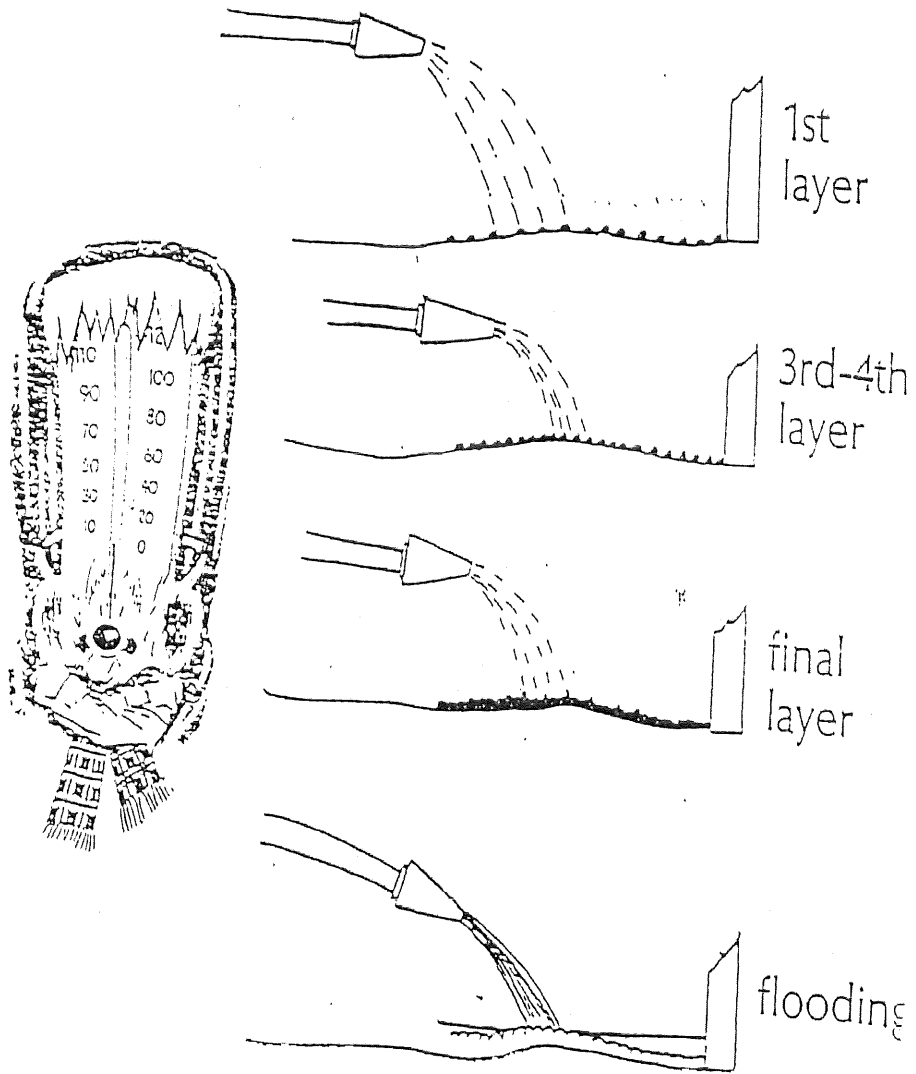


Sprinkle

No Skating

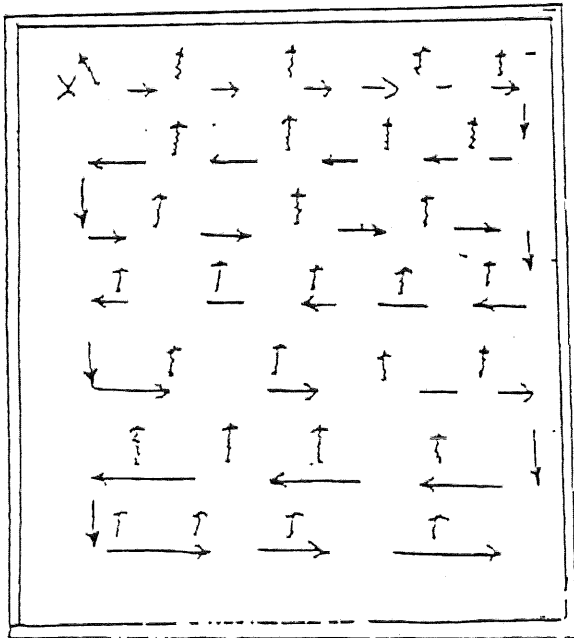
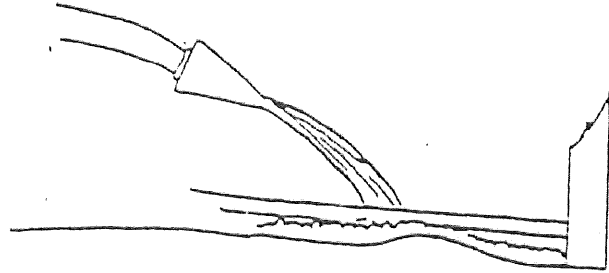


# Pebbling

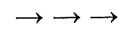


## Flooding

1. Keep nozzle close to surface
2. Very little water pressure
3. A yard/pass



### Water Flow



pattern utilized by individual flooding





# Outdoor Skating Rink Log Sheet for Municipal Staff

Location:	Time:	Day of Week:	Year:	Month	Day
<b>Weather Conditions &amp; Temperature:</b> Daily Average Attendance: Morning: [   ]    Afternoon: [   ]    Evening: [   ]    Daily Total: [   ]					

Inspected	Good (X)	Fair (X)	Poor (X)	Corrective Action Taken	Operator (Please Print)
Ice Surface					
Rink Boards/Snow					
Perimeter of Rink					
Storage Area					
Equipment					
Garbage Containers					
Signs					
Fencing					
Parking Lot					
Walkways					
Emergency Vehicle Access					
<b>Notes:</b>					

"Daily" Risk Management Report				
Time	AM	PM	Identify Condition & Corrective Action Taken	Operator (Please Print)
:				
:				
:				
:				
<b>Comments:</b> (Describe any extraordinary circumstances and action taken)				

## What to do in case of Accident or Incident

Deal with medical emergencies immediately by calling "911" from the nearest phone.

If a problem arises volunteers should call the appropriate Recreation Department staff at 705-744-2700, during regular working hours or 705-497-6961, after hours. On evenings and weekends volunteers will receive a call back as soon as possible from an on-duty supervisor.

In all cases, be prepared to give the following information:

1. Your name and phone number.
2. The name and location.
3. The problem – as you see it.

**Note:** It is important that all persons involved in maintaining, flooding and operating the rink carefully complete the log sheets documenting the work performed. The log sheets you provide to the Recreation Supervisor will be kept in Municipal files. This documentation, along with completed, signed accident/incident report forms will be maintained for reference should any injury become the basis of an inquiry or legal claim.

**ATTACHMENT 2**

## Outdoor Ice Rink Daily Inspection Form for Volunteers

Date/Time: \_\_\_\_\_ Volunteer Name(s): \_\_\_\_\_

Signature(s): \_\_\_\_\_ Hours Worked: \_\_\_\_\_

ITEM	ACCEPTABLE CONDITION	NATURE OF DEFECT
Perimeter Boards (Snow Clear from top and bottom of boards)		
Ice Surface Condition		
Lighting (on/off and after 5pm only)		
Parking		
Emergency Access (Access to Change Room and Rink – Clear of Snow)		
Other		

**NOTES:**

- 1) A inspection sheet must be completed and left in the designated area in the change room.
- 2) Ice Skating Rink defects shall be reported immediately. Please contact the Municipality of Calvin by e-mail at [fire@calvintownship.ca](mailto:fire@calvintownship.ca) or by telephone at 705-744-2700 or After Hours at 705-497-6961.

ATTACHMENT 3



# Outdoor Ice Skating Rink

## Rules and Regulations

- Inspect Ice surface prior to use
- Children should be supervised at all times
- Helmets and other safety equipment is strongly recommended
  - Alcohol is prohibited
  - Be considerate of others
- Hours of operation: 7:00am to Midnight

To report dangerour conditions or any damaged equipment,  
please call 705-744-2700 or after hours—705-497-6961

CORPORATION OF THE MUNICIPALITY OF CALVIN

Resolution

DATE: December 10, 2019

NO. \_\_\_\_\_

MOVED BY \_\_\_\_\_

SECONDED BY \_\_\_\_\_

“That the Municipality of Calvin hereby supports the Resolution passed by the Town of Mattawa as follows:

**WHEREAS** the Town of Mattawa is nominating the redevelopment of the Mike Rodden Arena and Community Centre into a Multi-Cultural Community Centre/Hub;

**AND WHEREAS** this new facility would be fully accessible and offer Multi-cultural spaces that would bring together a variety of different services, social and cultural activities to reflect local community needs;

**AND WHEREAS** the Mattawa Community , Culture & Recreation Complex proposes to replace and consolidate municipal buildings and recreational facilities which have been extended well beyond their life cycle resulting in extensive repair and maintenance costs in order to meet Provincial standards and expected service levels;

**AND WHEREAS** the redevelopment of the Mike Rodden Arena and Community Centre is being identified as a priority lifecycle activity with the Town of Mattawa’s Asset Management Plan that is currently being updated (2019);

**AND WHEREAS** the proposed Indigenous Communal Entrance of the Mattawa Community, Culture and Recreation Complex would greatly enhance the recognition and celebration of the long standing local Algonquin First Nation culture;

**AND WHEREAS** the residents of the neighbouring Township of Papineau-Cameron, the Municipality of Mattawan and the Municipality of Calvin utilize the current facility for social, family and cultural activities;

**AND WHEREAS** the Township of Papineau-Cameron and the Municipality of Mattawan currently participate on a shared service and user fee basis of the current facility and will continue to do so should the Town of Mattawa be successful in securing funding for this redevelopment project;

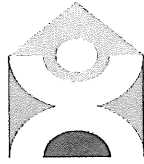
**THEREFORE BE IT RESOLVED THAT** Council of the Corporation of the Municipality of Calvin endorses the application by the Corporation of the Town of Mattawa to the Investing in Canada Infrastructure Program – Community, Culture and Recreation Funding Stream – Multi-Purpose Category Intake for the Development of the Mattawa Community, Culture and Recreation Complex.”

**AND FURTHER BE IT RESOLVED THAT** this resolution be circulated back to the Town of the Mattawa indicating our support.

CARRIED \_\_\_\_\_

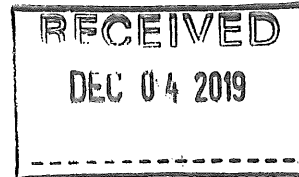
DIVISION VOTE

<u>NAME OF MEMBER OF COUNCIL</u>	<u>YEAS</u>	<u>NAYS</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



November 26, 2019

The Corporation of the Municipality of Calvin  
1355 Peddlers Drive  
Mattawa, ON  
POH 1V0



RE: Change of Levy Calculations

Dear Mayor and members of council,

Please be advised that the District of Nipissing Social Services Administration Board discussed at its November 20<sup>th</sup> meeting your request, through Resolution No. 2019-212 dated November 12th, to reconsider the levy calculation in the 2020 budget year.

While the Board values its municipal partners, it has decided that it does not wish to reconsider any levy calculation, and will endeavour to minimize the levy increase to all members.

Resolution 2019-161-B states that:

*Be it resolved that the District of Nipissing Social Services Administration Board accepts Resolution #2019-212 from the Corporation of the Municipality of Calvin. The Board has reviewed the Resolution, and is not wishing to open up the levy calculation at this time. The DNSSAB values its municipal partners, and is endeavoring through the budget process to keep the levy impact as low as possible.*

Sincerely,

Mark King

Chair, District of Nipissing Social Services Administration Board.



FOR IMMEDIATE RELEASE

November 29, 2019

**DNSSAB welcomes new CAO**  
***Catherine Matheson takes the helm January 6<sup>th</sup>.***

**North Bay, ON** – The District of Nipissing Social Services Board is pleased to announce that Catherine Matheson will be working with the organization as its new Chief Administrative Officer and as the new Chief Executive Officer of the Nipissing District Housing Corporation, beginning January 6<sup>th</sup>, 2020.

Ms. Matheson brings with her a wealth of knowledge and experience that will serve the organization and community well, particularly regarding current important issues to the DNSSAB including affordable/social housing and health. Most recently she has held the position of Commissioner of Corporate Services for the Region of Peel, and before that spent much of her professional life as the General Manager of Community Development in Sudbury, which included, among others, the departments of housing services, long term care, employment services, children's services, transit, and parks and recreation. She has worked with the Northeast LHIN on secondment to lead the health system integration and transformation teams for health care in the north east, and as Board Chair for the Region of Peel Housing Corporation.

Ms. Matheson has advocated for human services through her work on various boards, committees and associations including the Northern Ontario Social Services Deliverers Association (NOSDA), the Ontario Municipal Social Services Association (OMSSA), the Institute of Public Administration of Canada (IPAC), Housing Services Corporation (HSC), and Parks and Recreation Ontario (PRO).

"We feel very fortunate to have Catherine Matheson leading the DNSSAB and the NDHC into the future, and we are confident she will serve the citizens of the District and the organization extremely well." says DNSSAB Chair, Mark King.



*New DNSSAB CAO, Catherine Matheson starts January 6, 2020.*



Matheson has worked for more than 18 years as a senior municipal executive, most of this time being spent in Sudbury and is very informed about the challenges faced by people living in the north.

“I'm very pleased to serve as CAO for the District of Nipissing Social Services Administration Board and CEO for the Nipissing District Housing Corporation. I'm looking forward to supporting the Board and leading the staff to realize the Board's vision for healthy, inclusive and prosperous communities within the District of Nipissing,” says Matheson.

- 30 -

Media Contacts: Marianne Zadra [marianne.zadra@dnssab.ca](mailto:marianne.zadra@dnssab.ca)

# MUNICIPALITÉ · EAST FERRIS · MUNICIPALITY

390 Highway 94  
Corbeil, Ontario  
P0H 1K0



Tel.: (705) 752-2740  
Fax.: (705) 752-2452  
municipality@eastferris.ca

December 2, 2019

Melanie Shaye, Acting Chief Administrative Officer  
District of Nipissing Social Services Administration Board  
200 McIntyre Street East  
P.O. Box 750  
North Bay, ON  
P1B 8J8

Dear Ms. Shaye,

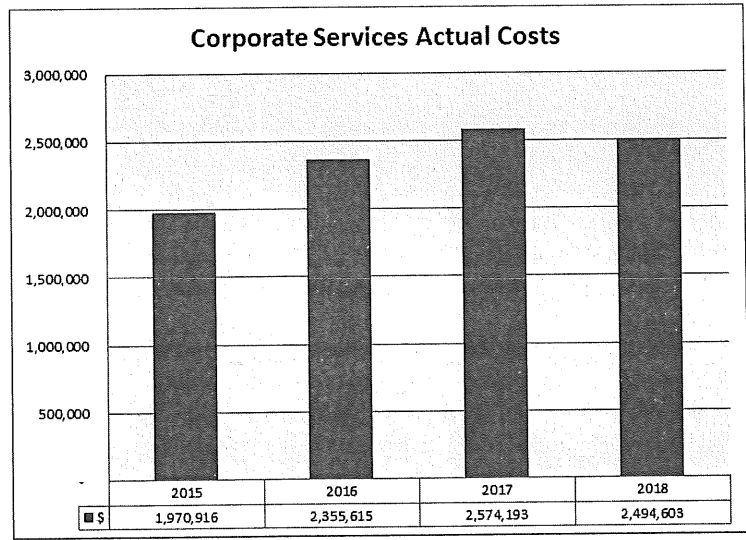
The Municipality of East Ferris values the important work of the District of Nipissing Social Services Administration Board (DNSSAB). That said, we were disappointed to learn that DNSSAB is proposing a 2020 municipal levy increase of \$886,821 (4.52%) especially given the following resolution put forward earlier this year by the Municipality of Calvin.

- *WHEREAS the Province of Ontario has reduced and/or withdrawn funding over the past 10+ years to municipalities and their associated boards, and continues to do so;*
- *WHEREAS because of the reduced funding all parties are and will be required to reduce or cut spending and;*
- *WHEREAS the DNSSAB in a letter issued on April 29, 2019 to member municipalities stated "Please prepare yourself for a significant levy adjustment of these downloaded provincial costs".*
- *NOW THEREFORE BE IT HEREBY RESOLVED THAT the Municipality of Calvin opposes this "Significant levy adjustment due to these downloaded provincial costs" and that DNSSAB, like municipalities, should look at reducing costs and services, if necessary, in order to mitigate any municipal levy increase.*

The Municipality of East Ferris is asking DNSSAB to re-consider its budget recommendation. The proposed municipal levy increase is just shy of the combined increases for 2018 and 2019 which totaled \$927,320. An 11.21% increase over 4 years (2017 - 1.79%, 2018 - 1.5%, 2019 - 3.4% and 2020 - 4.52%) is not sustainable. Our municipality, like others in the area, face fiscal limitations. Over the past few years, we have had to make difficult decisions during budget deliberations at times sacrificing our priorities in order to accommodate significant increases from local agencies, boards and commissions (ABCs). This was done to reduce the financial impact on our residents. In 2019, levies from ABCs represented 32% of our operating with DNSSAB totaling approximately 50% of the total.

We are mindful that for SSABs operating at a level similar to DNSSAB, for example in Thunder Bay (THDSSAB), from their 2018 Consolidated Statements we find that municipal levies decreased by 4.5% from 2015 to 2018 (2015 - \$ 23,897,900, 2018 - \$22,806,700) versus DNSSAB increasing levies by 4.4% (2015 - \$18,181,956, 2018 - \$18,989,989). In September 2019, Thunder Bay city council voted a resolution asking that TBDSSAB not download any provincial cuts onto city taxpayers and to review their budget accordingly.

While the Municipality of East Ferris is appreciative of the operating efficiencies that DNSSAB management has found over the last several years, mainly in order to absorb provincial cuts, it is hopeful there may be further operational efficiencies to be gained, for example in Corporate Services where costs have increased by 27% since 2015 (table provided by DNSSAB).



For the Municipality of East Ferris, it becomes difficult to justify to our citizens why for each dollar of revenue we collect, .15 cents is directed to DNSSAB versus what neighbouring communities are paying to their SSAB. We understand such an analysis is not complete, yet the following table of a few northern communities does point to some inequities.

Municipality	2018 Annual Revenues	2018 SSAB Payment	SSAB Payment per Dollar of Revenue
Municipality of East Ferris	\$8,795,985	\$1,130,499	\$0.13
Municipality of Calvin	\$2,030,108	\$214,184	\$0.11
Municipality of Wawa	\$14,500,604	\$1,515,880	\$0.10
City of Temiskaming Shores	\$28,258,669	\$2,266,667	\$0.08
City of North Bay	\$155,320,212	\$11,723,977	\$0.08
Town of Hearst	\$17,040,211	\$876,994	\$0.05
Municipality of Callander	\$8,017,015	\$235,665	\$0.03
Municipality of Powassan	\$6,923,660	\$114,296	\$0.02
Village of Sundridge	\$4,150,028	\$46,312	\$0.01

In keeping with the DNSSAB's mission to proactively enable inclusive, healthy and prosperous communities, we respectfully ask that the proposed 2020 municipal levy increase be re-examined. While DNSSAB is an important service partner and the services of its staff are highly

valued by the Municipality of East Ferris, we are asking the DNSSAB to work with its partner municipalities by maintaining the 2020 municipal levy at the 2019 level.

Respectfully,

Mayor & Council  
Municipality of East Ferris

c.c. DNSSAB Board of Directors  
DNSSAB Member Municipalities

2019 DNSSAB Municipal Levy \$ 19,034,027

Municipality	CVA	%	Current Method WA	%	Allocation	Population	%	Allocation
North Bay	\$ 5,439,294,880	59.9%	\$ 6,427,567,442	63.2%	\$ 12,028,715	50,396	64.4%	\$ 12,253,945
West Nipissing	\$ 1,501,830,614	16.5%	\$ 1,578,674,135	15.5%	\$ 2,954,371	14,364	18.3%	\$ 3,492,652
East Ferris	\$ 633,835,812	7.0%	\$ 1,328,050	6.3%	\$ 1,190,186	4,862	6.2%	\$ 1,182,211
Temagami	\$ 470,312,041	5.2%	\$ 985,426	4.6%	\$ 870,786	802	1.0%	\$ 195,009
Bonfield	\$ 274,846,945	3.0%	\$ 575,876	2.6%	\$ 492,922	1,990	2.5%	\$ 483,875
South Algonquin	\$ 253,874,525	2.8%	\$ 531,933	2.6%	\$ 497,317	1,096	1.4%	\$ 266,496
Papineau-Cameron	\$ 155,118,121	1.7%	\$ 325,013	1.4%	\$ 264,604	1,016	1.3%	\$ 247,044
Mattawa	\$ 104,945,823	1.2%	\$ 219,889	1.1%	\$ 214,135	1,786	2.3%	\$ 434,271
Chisholm	\$ 139,984,118	1.5%	\$ 293,303	1.3%	\$ 247,895	1,291	1.6%	\$ 313,911
Calvin	\$ 84,064,084	0.9%	\$ 176,136	1.2%	\$ 224,209	516	0.7%	\$ 125,467
Mattawan	\$ 26,222,913	0.3%	\$ 54,944	0.3%	\$ 48,886	161	0.2%	\$ 39,148
	<b>\$ 9,084,329,876</b>	<b>100.0%</b>	<b>\$ 19,034,027</b>	<b>100.0%</b>	<b>\$ 19,034,027</b>	<b>78,280</b>	<b>100.0%</b>	<b>\$ 19,034,027</b>

CVA = Current Value Assessment  
WA = Weighted Assessment

Municipality	Total Revenue 2018	%	Allocation based on Total Revenue	Allocation based on Current WA	WA % of Total Revenues	Difference between WA and Total Revenue allocation
North Bay	\$155,320,212 *	64.2%	\$12,219,845	\$ 12,028,715	7.7%	(\$191,130)
West Nipissing	\$48,347,694	20%	\$3,806,805	\$ 2,954,371	6.1%	(\$852,434)
East Ferris	\$8,795,985	3.6%	\$685,225	\$ 1,190,186	13.5%	\$504,961
Temagami	\$6,607,393	2.7%	\$513,918	\$ 870,786	13.1%	\$356,868
Bonfield	\$4,237,006	1.7%	\$323,578	\$ 492,922	11.6%	\$169,344
South Algonquin	\$5,092,265	2.1%	\$399,714	\$ 497,317	9.7%	\$97,603
Papineau-Cameron	\$2,179,550	.9%	\$171,306	\$ 264,604	12.1%	\$93,298
Mattawa	\$6,102,276	2.5%	\$475,850	\$ 214,135	3.5%	(\$261,715)
Chisholm	\$2,460,080	1%	\$190,340	\$ 247,895	10%	\$57,555
Calvin	\$2,030,108	.8%	\$152,272	\$ 224,209	11%	\$71,937
Mattawan	\$543,789	.2%	\$38,068	\$ 48,886	9%	\$10,818
Total	\$241,716,358	100%	\$19,034,027	\$ 19,034,027	100%	

\* North Bay revenue includes \$ 2,225,921 from Casino activities

**Tribunals Ontario**

25 Grosvenor Street, Suite 1900  
Toronto ON M7A 1Y6  
Tel: 1-866-448-2248  
Fax: 416-314-3717

**Tribunaux décisionnels Ontario**

25 rue Grosvenor, bureau 1900  
Toronto ON M7A 1Y6  
Tél. : 1-866-448-2248  
Télééc. : 416-314-3717



November 22, 2019

TO: ARB Stakeholders  
Counsel of the Assessment Bar  
Property Tax Representatives  
Municipal Property Assessment Corporation (MPAC)  
Municipalities

RE: ARB Upcoming Changes – Effective January 2020

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With the formation of Tribunals Ontario, the Assessment Review Board (ARB/ the Board) was tasked with undertaking a review of its processes to improve the service it provides as one of the key elements of Ontario's property assessment system by achieving five goals:

1. Increasing the timeliness of appeal resolutions
2. Improving frontline service delivery
3. Improving the effectiveness and efficiency of the process
4. Resolving legacy appeals before beginning of new assessment cycle
5. Reducing the number of appeals in the current cycle before the end of the next assessment cycle.

In undertaking this work, the ARB requested input from its statutory parties and stakeholders. Comments were received during a one-month period and informed the changes the Board will implement to achieve the five goals.

We now write on behalf of the Board to provide an update and next steps on the changes that will be implemented beginning January 1, 2020. There are three components – current cycle changes, next assessment cycle changes, and next steps. A transition period is built into the process and is described below in Section D.

**A. Phase 1: Current Cycle Changes**

As of January 2020, the Board will be proceeding with the changes in a phased approach. Phase 1 will be effective January 2020, and the second phase will be in place for the next assessment cycle, 2021-2024.

Effective **January 1, 2020** the following changes will be effective:

- a) ***New Timeline:*** All legacy appeals (those filed before the 2017-2020 assessment cycle) will be set to a new expedited Schedule of Events timeline, even if the appeal has been assigned a commencement date. The new timeline will be 18 weeks.
- b) ***Dismissal for Non-Compliance:*** There will be an expedited process for dismissal of appeals for non-compliance with the Schedule of Events and Rules of Practice and Procedure.
- c) ***Hearing Month:*** Every appeal will be assigned a “hearing event month.” If a hearing becomes necessary, it will be scheduled to take place during this month.
- d) ***Electronic Hearing:*** All hearing events before the Board will be scheduled as an electronic hearing unless there is significant prejudice as per section 5.2(2) of the *Statutory Powers Procedure Act* and the Board’s Rules.
- e) ***Disclosure:*** Schedule of Events – Summary Stream Appeals will be updated to allow for a staggered approach to disclosing issues, and the term “disclosure” will be changed to reflect “description of issues.”

## **B. Phase 2: Next Assessment Cycle Changes**

The second phase will be in place for the next assessment cycle, 2021-2024 and involves the following:

- a) ***Reduction in Time:*** Schedule of Events – General Stream Appeals will be reduced from 66-104 weeks to 40 weeks.
- b) ***Change in Term:*** The terms “Mediation” and “Settlement Conference” will be replaced with the term “Case Conference” in the Board’s Rules.
- c) ***Grounds of Appeal Required:*** Rule 18(d) will be amended to more specifically require that “grounds” for appealing to the Board are articulated. This amendment will affect the 2021-2024 cycle of appeals.

A further detailed outline will be shared with the stakeholders in advance of the new cycle.

### C. Phase 3: Next Steps

Further to these changes the ARB will continue focusing on improving service delivery by continuous enhancement of the Board's effectiveness and efficiency. The Board will monitor the last year of the assessment cycle and if further changes are required, steps will be taken.

### D. Transition

As the Board moves to implement Phases 1 in January 2020, the following information will ensure success and assist in preparation.

- a) ***New Schedule of Event Timelines:*** Any appeals that are identified as legacy appeals will be provided their new Schedule of Event timelines by November 29, 2019,
  - 1) list of the appeals will be posted on our website in preparation for a commencement dates in January 2020;
  - 2) requests for changes to the new commencement date must be received by December 13 by way of an Expedited Board Directions form.
  - 3) Requests for changes after December 13, 2019 will not be approved.
  
- b) ***Hearing Month Assignment:***
  - 1) All outstanding appeals will be assigned a "hearing" month
  - 2) if the appeals are not resolved, the appeal will be set for a settlement conference and/or a hearing;
  - 3) all parties must be prepared to proceed without any adjournments; pursuant to Rules 82-85.
  
- c) ***Electronic Format:*** All hearing events will be scheduled in electronic format.
  
- d) ***Adjournments:***
  - 1) Per Rule 82-85, the Board will continue to review adjournment requests in advance of the scheduled hearing event by way of an Expedited Board Direction Form.
  - 2) Requests for adjournment will only be granted in exceptional circumstance. The board will be providing guidance and clarification on what constitutes "exceptional circumstances".
  
- e) ***Expedited Board Directions form (EBDF):*** This process will continue. However, to ensure the Board can make meaningful decisions in a timely manner:
  - 1) EBDF's must be fully completed with the required information: consent, details, property information etc.
  - 2) If the form is not completed the Board will not
    - i. be able to provide a decision
    - ii. ask for any further information and the property will continue with the assigned scheduled timelines.



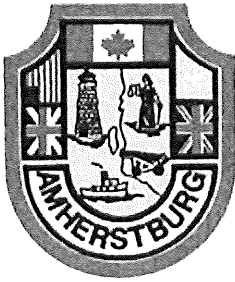
Please continue to visit the [ARB website](#) for updates.

On behalf of the Board, thank you for the helpful and informative input. It is clear we are all committed to improving the property assessment system. We look forward to working together to achieve our goals of reducing the legacy matters and improving the timeliness, effectiveness and efficiency of the Board's services.

Sincerely,

Linda P. Lamoureux  
Executive Chair, Tribunals Ontario

Kelly Triantafilou  
Registrar, Assessment Review Board



# The Corporation of The Town of Amherstburg

November 25, 2019

VIA EMAIL

Honourable Jeff Yurek  
Minister of the Environment, Conservation and Parks  
College Park 5th Floor  
777 Bay St.  
Toronto, ON  
M7A 2J3

**Re: Declaration of Climate Emergency in the Town of Amherstburg**

Dear Hon. Yurek,

At its meeting of November 12<sup>th</sup>, 2019, Amherstburg Town Council passed the following resolution as recommended by the Windsor-Essex County Environment Committee:

*“**WHEREAS** the Windsor-Essex County Environment Committee is sounding the alarm and urging the City of Windsor and the County of Essex to declare Climate Emergencies and work together to reduce emissions; and,*

***WHEREAS** more than 444 Canadian municipalities (including Chatham-Kent, London, Sarnia, Hamilton, St. Catharines, Guelph, Kingston, Kitchener and the Waterloo Region) have declared Climate Emergencies, some of which are also implementing strategic plans in order to help reduce global carbon emissions and mitigate the impacts of climate change; and,*

***WHEREAS** Amherstburg distributed sandbags to residents this summer in the face of historic water levels and has 43.7 km of shoreline along the Detroit River and Lake Erie, along with 12.4 km of shoreline on inland waterways, and is thus greatly affected by water levels in the Great Lakes basin; and,*

**WHEREAS** the most recent report by the UN Intergovernmental Panel on Climate Change (IPCC) has indicated that within 12 years, in order to keep the global average temperature increase to 1.5 degree C and maintain a climate compatible with human civilization, there must be a reduction in carbon emissions of about 45% from 2010 levels, reaching net zero carbon emissions by 2050; and,

**WHEREAS** based on current projections of the future impacts of human-caused climate change, climate change will adversely the local economy, local infrastructure and property, put a strain on municipal budgets and result in significant economic and health burdens for local residents, particularly our vulnerable populations; and,

**WHEREAS** climate change will jeopardize the health and survival of many local plant and animal species as well as their natural environments and ecosystems; and,

**WHEREAS** Amherstburg and the surrounding region is already experiencing climate change impacts including, but not limited to, overland flooding, heavy rain event flooding, emergence of invasive species, an increased number of high heat days, the rise of vector borne diseases, the re-emergence of blue-green algae and harmful algal blooms in our lakes and rivers; and,

**WHEREAS** municipalities are understood to produce and/or have regulatory jurisdiction over approximately 50% of carbon emissions in Canada; and,

**WHEREAS** Amherstburg is embarking on a review of the Town's Official Plan; and,

***WHEREAS** implementing climate action and making a transition to a low-carbon economy also represents a significant opportunity to stimulate economic growth, increase job opportunities and develop new technologies;*

***THEREFORE BE IT RESOLVED** that Amherstburg declare a Climate Emergency and direct administration to prepare a report containing recommendations for priority actions items, implementation measures and cost requirements to accelerate and urgently work towards the reduction of emissions and preparing for our climate future.”*

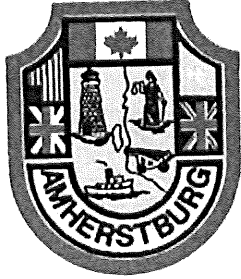
**cc:**

Doug Ford, Premier of Ontario  
Association of Ontario Municipalities (AMO)  
Essex Region Conservation Authority (ERCA)  
Ontario Municipalities  
Taras Natyshak, MPP, Essex  
Chris Lewis, MP, Essex  
Windsor-Essex County Environment Committee

Regards,



Tammy Fowkes  
Deputy Clerk  
[tfowkes@amherstburg.ca](mailto:tfowkes@amherstburg.ca)



# The Corporation of The Town of Amherstburg

November 25, 2019

VIA EMAIL

Ministry of the Attorney General  
McMurtry-Scott Building  
720 Bay St., 11<sup>th</sup> Floor  
Toronto, ON  
M7A 2S9

**Re: Joint and Several Liability Consultation – Town of Amherstburg Support**

At its meeting of October 15<sup>th</sup>, 2019, Amherstburg Town Council supported the Township of Springwater's Resolution regarding Joint and Several Liability Consultation *with the exception of Section 2e – Law Society of Ontario Charges*; the Town of Amherstburg does not support this section.

cc:  
Doug Ford, Premier of Ontario  
Association of Ontario Municipalities (AMO)  
Ontario Municipalities  
Taras Natyshak, MPP, Essex  
Chris Lewis, MP, Essex

Encl: Correspondence – Joint and Several Liability Consultation – Township of Springwater

Regards,

A handwritten signature in cursive script, appearing to read 'Tammy Fowkes'.

Tammy Fowkes  
Deputy Clerk  
[tfowkes@amherstburg.ca](mailto:tfowkes@amherstburg.ca)

September 26, 2019

Ministry of the Attorney General  
McMurtry-Scott Building  
720 Bay Street, 11th Floor  
Toronto ON, M7A 2S9

**Re: Joint and Several Liability Consultation**

---

Please be advised that in response to your letter dated July 12, 2019, the Township of Springwater provides the following comments in regards to Joint and Several Liability.

***1. Please describe the nature of the problem as you see it?***

In response to the Province's request for consultation, the Township has a significant issue with Joint and Several Liability (JSL) and the impact it has on the municipality.

***a. No Requirement of Proof***

JSL is a tool that is used by the legal industry without any discretion to the point that this municipality feels that its use is negligent and in fact unethical. Most law suits that municipalities see are frivolous and vexations as lawyers cast their nets wide and attempt to use shotgun justice for their clients that are more than often the sole cause of a claim. A statement of claim does not require any proof that there is fault. A plaintiff only has to state who they think is involved and a significant amount of court time is spent determining who should be a party to the legal claim.

***b. No Consequence for Being Wrongly Identified in a Statement of Claim***

To add to this, there is no consequence that lawyers and their clients face for submitting a claim against a municipality when it is clear that a municipality is not involved. Municipalities incur significant administrative costs in managing these claims and the municipalities and their insurers pay significant costs to go through a lengthy process to prove that a claim was made in error (intentionally) only to find that a judge sees no reason to compensate a municipality for cost for incorrectly being named in a lawsuit by a plaintiff. Municipalities are seen as having deep pockets by the legal industry as well as the judicial system that makes decisions on these claims. Proof of innocence is often furnished to the plaintiff and lawyer by a municipality immediately upon notification of a pending legal action of statement of claim. This information is ignored by the plaintiff's lawyer. A plaintiff and their lawyer should have to reimburse a municipality for

all administrative and legal costs when the municipality is cleared of liability. Judges rarely compensate municipalities for being wrongly named in a legal action.

A recent example from 2019 occurred when a statement of claim was made against the Township of Springwater for an accident on a County Road (not the jurisdiction of Springwater). After legal and administrative costs totaling more than \$5,000, Springwater was dismissed from the claim. Unfortunately no costs were assigned to the plaintiff for wrongly naming Springwater in the statement of claim. The current system is broken and Springwater tax payers are left paying the bill.

**2. *What are the problems that you need addressed to benefit your community?***

*a. Ethical Standard of Due Diligence Required Before Submitting a Legal Action*

Lawyer's representing plaintiff's should be required to submit documentation that provides significant research into why a claim is being made and a municipality is being named in a law suit. The claim should clearly prove authority and responsibility. The current practice of naming every party under the sun in a legal claim is negligent and unethical.

*b. Frivolous and Vexatious Suits are Costing Taxpayers*

The Township of Springwater is seeing a significant waste of administrative time and cost in managing legal claims against the municipality that are predominantly frivolous and vexatious due to JSL. Over the last seven years, the municipality has had 55 claims made against the municipality. These claims range from trips/falls resulting in broken eyeglasses to cases that unfortunately involve loss of life. The Township has no problem dealing with claims that the municipality is responsible for; however the Township does have a problem dealing with claims it does not have any responsibility for. Of the 55 claims against the municipality, 42 of these claims are frivolous and vexatious. Claims that the municipality has no responsibility for. Over the past 7 years, Springwater has paid more than \$100,000 on these frivolous and vexatious claims as they work themselves through the legal process. Many of these files are still open. This does not include additional costs paid by Springwater's insurance company that are beyond the municipality's deductible.

*c. Negligent Legal Actions (Beyond Frivolous and Vexatious)*

The Township of Springwater is currently named in 4 legal actions and an additional legal action (recently abandoned) for claims that occurred in another municipality (no where near Springwater). The Township is currently named in 3 claims that occurred in the Township of Clearview west of Stayner and one claim in the Township of Brock that have nothing to do with the Township. Springwater was named in a claim that occurred

in Wasaga Beach that was abandoned recently. All of these claims cost the Springwater taxpayer in administrative and legal costs as they work their way through the process.

*d. Triage System for Claims*

Before a claim makes it to a court date, the file should be triaged. It is at this stage that negligent of frivolous and vexatious claims will be filtered or thrown out. This process will trigger the reimbursement of costs to municipalities by unethical law firms.

*e. Law Society of Ontario Charges*

Lawyers that use JSL in an unethical way should be charged by the Law Society of Ontario. If a lawyer names a municipality in a legal action that should not be named, these lawyers should be suspended and potentially lose their license to practice law. There is a significant commonality when comparing frivolous and vexatious claims and the law firms/lawyers that submit them. The current code of ethics of the Law Society of Ontario should be updated by the Province to reprimand lawyers and law firms that negligently use JSL. The Province of Ontario should be involved in creating a new Code of Ethics for Ontario's legal industry.

**3. *Is it increased premiums? Rising deductibles?***

A recent survey by CAO's in Simcoe County shows that insurance premiums are going up between 10% at the lowest to 59% being the highest in 2019. The Township of Springwater experienced a 10.8% increase in its 2019 insurance renewal. The area that typically sees an annual increase is related to the Municipal General Liability and Excess Liability lines of the business. The municipality was advised by its insurance broker that "over the past several years, insurance companies' appetite for Municipal Insurance has remained fairly stable. Insurance rates across all lines have seen only modest increases intended to simply keep pace with inflation and the rising cost of claims. Larger rate increases have been reserved for those accounts experiencing adverse claims development; either in frequency or severity (or both). However, starting in June 2018, the insurance market as a whole has shown clear signs of "hardening". Insurance companies for all sectors are putting stricter rules in place regarding the amount and breadth of coverage they will provide, and to which clients. Since the overall insurance supply is being reduced, the demand for insurer capacity is increasing, and as such, prices are elevating."

The table below provides at a high level (includes all lines of coverage) the Township's annual insurance premiums over the past five years.



2015	2016	2017	2018	2019
\$234,942	\$247,262	\$254,388	\$274,936	\$304,688

The Township continues to consult with its insurance broker in an effort to ensure that Springwater's constituents are receiving the best value for their tax dollar; however, the rising costs of insurance are not sustainable over the long run. Staff and its insurance broker have looked at increasing our deductibles in an effort to reduce the overall premium; however this has led to minimal reductions in the overall annual premium to the Township.

**4. *Being unfairly named in lawsuits?***

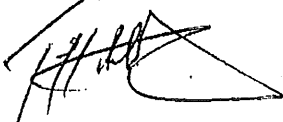
As detailed above, Springwater continues to be unfairly named in legal actions. Issues here range from a complete absence of research by legal firms on causality to the municipality being named in legal action in completely separate jurisdictions (other municipalities).

**5. *Feeling you cannot offer certain services because of liability risks?***

More recently, with the advice of the Township's insurance broker, the Township has changed the way in which it delivers some of its recreational programs/services, especially as it relates to children's programs/activities. For example, the Township in partnership with its Community Recreation Associations will host a number of community based events throughout the year, which includes children's activities. In order to allow inflatable Bouncy castles at community events, the Township now requires the service provider to indemnify the Township and to also provide staff to monitor the safety of participants while in the inflatable Bouncy castle. Some vendors are reluctant to take on this risk.

Thank you for allowing the Township to participate in this consultation. We are open to further dialogue should you feel it necessary.

Yours truly,



Jeff Schmidt, CPA, CGA, B.A.S.  
Chief Administrative Officer

Cc: Ontario Municipalities

## Cindy Pigeau

---

**From:** Tamie Salter <tsalter@citizenalert.ca>  
**Sent:** Friday, November 29, 2019 11:13 AM  
**To:** Cindy Pigeau  
**Cc:** Samuel Essery  
**Subject:** Re: Quotation and 90 day Trial Period  
**Attachments:** CalvinHomeNov29.png

Hi Cindy,

Thank you for your email. Samuel Essery who is the account manager for Ontario will be handling your account. He is very familiar with Loren from Mattawa and Peter from Bonfield, I have cc'd him in on this email. He will be in contact with you to answer any of your questions.

To answer a couple of your questions

- Yes, you can begin your 90-day trial on Jan 1, 2020. It is now noted in your file. Your 90-day trial period is under no obligation you can cancel at any time.
- You can see a count of how many people open the app on your dashboard. Samuel can explain this in detail to you.

We calculate the costs by number of residents, we do not calculate by downloads. This is because one person in a household may download the app but then disseminate the information to other people. You will be sent a quote with all the terms and conditions on Monday.

- To see your monthly or yearly costs if you decide to keep the system click here <https://www.alertdashboard.ca/calculate.html> . You will receive extra discounts as you are part of the Bluesky group. This will be in your quote.

I am attaching a screenshot of what your app could look like.

We look forward to hearing from you

Best, Tamie

On Wed, Nov 27, 2019 at 10:45 AM Cindy Pigeau <[clerk@calvintownship.ca](mailto:clerk@calvintownship.ca)> wrote:

Good Morning Dr. Salter and Mr. Noonan,

We received your information from the Township of Bonfield – specifically Peter Johnston. We would be part of the group for Bonfield and Mattawa.

We have a couple of questions though.

Our Municipality is interested in the 90 day trial period but we do not want to start the trial until January 1, 2020. Before I fill out the application form - Is this possible? I did not see a start date on the form so I just want to be sure we can sign up now for a start date of January 1, 2020.

Also can you provide us with a quotation as well as the Terms of Agreement? At this time, we are estimating that 1/3 to 1/2 of our population of 516 would use the app. So a safe estimate would be 225 users??

Can you also provide us with the numbers of how many of our citizens sign up for the app and are using it during the trial period? We do not need names or anything just the number.

Thank you for your time.

**Sincerely,**


**Cindy Pigeau**

Clerk-Treasurer; Corporation of the Municipality of Calvin

1355 Peddlers Dr., R.R.#2, Mattawa, ON. P0H 1V0

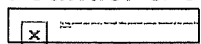
Ph: 705-744-2700 Ext. 201 | Fax: 705-744-0309

[clerk@calvintownship.ca](mailto:clerk@calvintownship.ca)

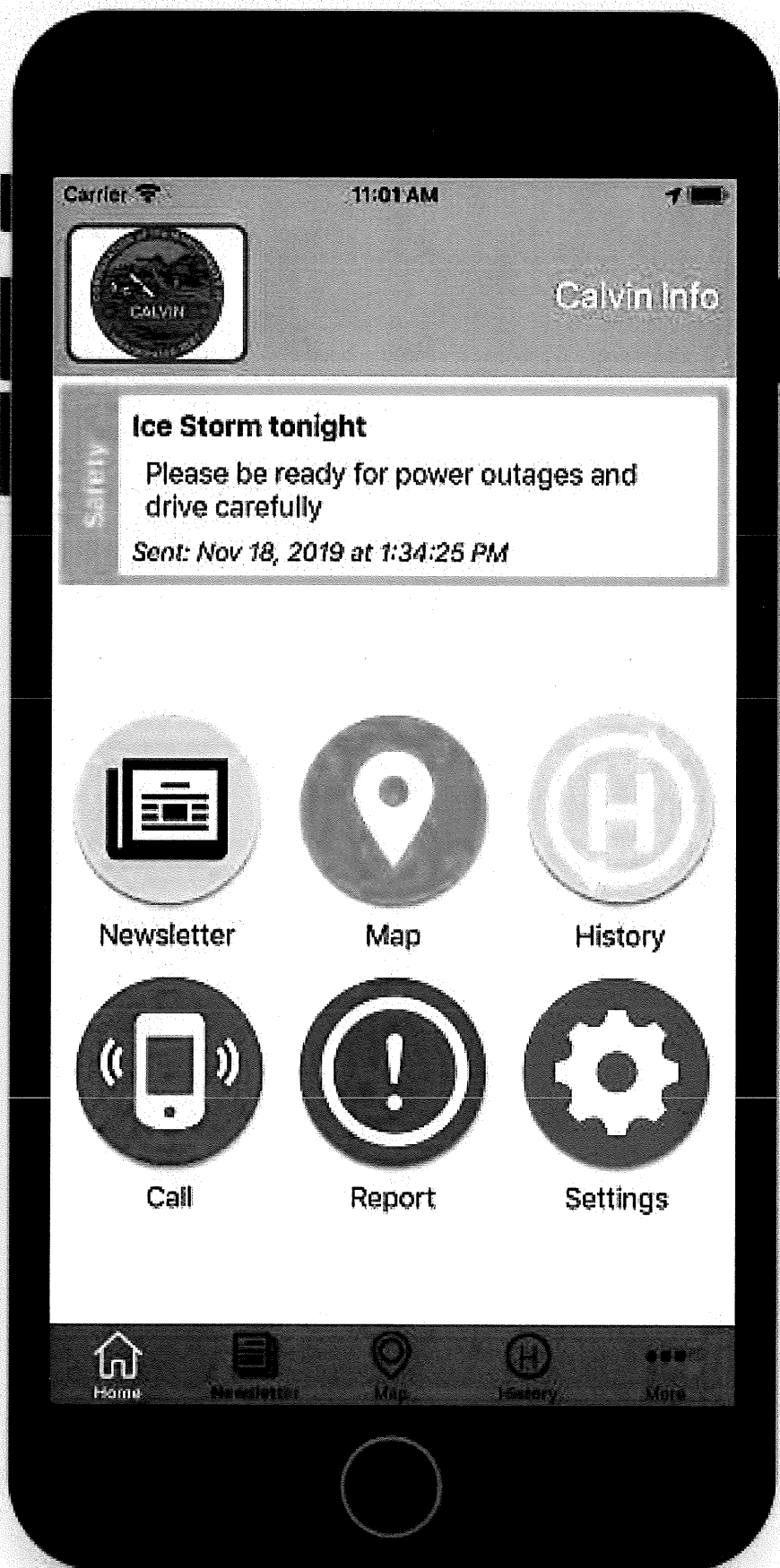
 Please consider the environment before printing this e-mail.

DISCLAIMER: This e-mail and any attachments may contain personal information or information that is otherwise confidential. If you are not the intended recipient, any use, disclosure or copying of any part of it is prohibited. The Municipality of Calvin accepts no liability for damage caused by any virus transmitted in this message. If this e-mail is received in error, please immediately reply and delete or destroy any copies of it. The transmission of e-mails between an employee or agent of the Municipality of Calvin and a third party does not constitute a binding contract without the express written consent of an authorized representative of The Corporation of the Municipality of Calvin.

--  
**Dr. T. Salter Ph.D. Computer Science  
Founder & Creator of**



**Skype: tamiesalter  
[www.citizenalert.ca](http://www.citizenalert.ca)  
T: 819 437 9991**



Carrier 11:01 AM



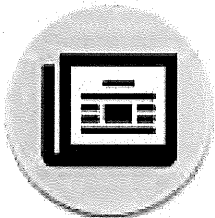
Calvin Info

**Ice Storm tonight**

Safety

Please be ready for power outages and drive carefully

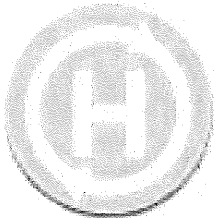
Sent: Nov 18, 2019 at 1:34:25 PM



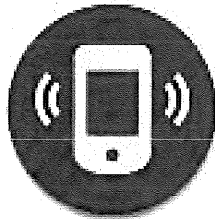
Newsletter



Map



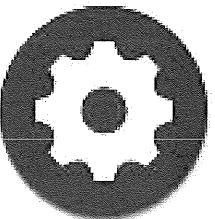
History



Call



Report



Settings



Home



Newsletter



Map



History



More

iPhone 8 Plus — 13.2.2



**Citizen Alert Inc**  
39 Ch Hatley Acres  
Canton-de-Hatley  
Quebec J0B 2C0  
Tel: 819 437 9991  
[info@citizenalert.ca](mailto:info@citizenalert.ca)  
[www.citizenalert.ca](http://www.citizenalert.ca)

December 2, 2019

## Quote for the Municipality of Calvin for a Digital Citizen Communication Platform

Proposal: PC19-1202

### Description

Provide a digital citizen communication platform for Powassan Township

Key Benefits of Citizen Alert:

1. Send urgent alerts, important notifications or information to all your citizens in real- time.
2. A custom branded iOS and Android app that is simple and easy for your citizen to use.
3. Citizens do not need to register to receive alerts.
4. Cloud branded dashboard for sending alerts, viewing reports and analytics.
5. Cloud Architecture, scalable, secure and reliable.

### Proposal

Annual license for secure cloud branded communication system. Includes:

- DASHBOARD
  - Customized branded dashboard for easy sending of communications
  - Unlimited sending of communications/notifications/alerts
  - Analytics on level of app usage, viewable on your dashboard
  - History of communications sent and who sent them
  - 2-way communication allowing you to see the reports that are sent from citizens, including information about the report such as comment, phone number & GPS location (if report button is chosen)
  - Category/type of communication being sent allowing you to categorize information
  - Upload your information files such as calendar, information, newsletter etc.

- iOS/Android app
  - Customized branded iOS/Android app
  - Choice of buttons to personalize the apps to your town's needs.
  - 2-way communication report feature that all allows citizens to report issues, concerns or comments (if selected)
  - Setting page to allow citizens to select the information they see, making the app personal to them
- Online end-user support on the platform.
- Press Kit to help you inform your citizen's about the app.

## Details of Quote

Client: Municipality of Calvin

Number of citizens: 516

Yearly cost \$0.75 per citizens. Unlimited alerts, notifications and reports may be sent.

System includes: iOS App on App Store, Android App on Google Play Store, Dashboard on Server.

If five towns group together a 10% discount is applies to the cost per citizens. We also can the provide an extra free of charge dashboard that can be used by local fire chief etc to send Emergency Alerts to all or any of the towns in the group.

## Break down of costs – Bluesky Group

Partner Program 90 days begins Jan 01 2020	<b>\$0.00</b>
--	---------------

<b>Yearly Cost</b>	
If approved after 90 days: 516 citizens x 0.75c (minimum fee \$500)	\$500.00
One Time Setup fee \$300 (not applied small town)	\$0.00
<b>Total Cost</b>	<b>\$500.00</b>
Discount 10% Group	-\$50.00
<b>Yearly total Cost to Client</b>	<b><u>\$450.00</u></b>
<b>Year Monthly Payment Plan</b>	<b><u>\$41.66</u></b>

## Details

Citizen Alert is a cloud and mobile application used to send alerts, important notifications and general information, in real-time to their citizen's mobile devices running iOS and Android. The system is adaptable to the client's needs. Citizens can choose which alerts to receive. They can also report issues, concerns or comments directly from the app if this option is selected by the town.

Subscription includes automatic updates and maintenance of databases that store the alerts sent, analytic information.

Client administrators are responsible for user account management and delivery management as provided by the tools on the portal. Account management includes account creation, activation, deletion, de-activation, granting of permissions. Citizen Alert is not responsible for client administrators account management procedures and operations.

## Technical Requirements

### ***Municipality Calvin Dashboard***

Access to the internet or cell phone network  
Dashboard supported browsers: Chrome, Firefox, Opera, Safari, MS Edge with Microsoft Windows, Android and iOS 11+, tablets and smartphones.

### ***Municipality Calvin Apps***

Support devices are Apple iPhone running iOS 10+ and Google Android Version 5 connected to Wi-Fi or a Mobile network.

## Support

Technical and user support is provided through [support@citizenalert.ca](mailto:support@citizenalert.ca) M-F 7am to 8pm Eastern Time. Subscribed clients are also given a support telephone number.

## Software Updates

Annual subscription includes all updates to the dashboard and application. Platform updates are deployed automatically. App updates are provided through the Google Play Store and App Store.

## Security

We have implemented technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You provide your personal information at your own risk.

You are responsible for safeguarding your password and for restricting access to the Services from your compatible mobile devices and computer(s). You will immediately notify us of any unauthorized use of your password or Citizen Alert Account or any other breach of security. In the event of any dispute between two or more parties as to account ownership, we will be the sole arbiter of such dispute in our sole discretion. Our decision (which may include termination or suspension of any Citizen Alert Account subject to dispute) will be final and binding on all parties. Citizen Alert cannot take responsibility for issues that rise

from situations such as users not keeping their phones up to date.

## Renewal

Subscription is renewable at start of each annual term. Subscription can be cancelled with 60 days of the end of the contract.

## Terms and Conditions

The Citizen Alert app and dashboard is fully secure and complies with privacy policy and requirements. Our privacy policy and terms & conditions are available here: <https://citizenalert.ca/privacy>

Please contact us with any questions about the above proposal.

We look forward to working with you on this project.

Regards,

Tamie Salter

[tsalter@citizenalert.ca](mailto:tsalter@citizenalert.ca)

819 437 9991

Samuel Essery

[sessery@citizenalert.ca](mailto:sessery@citizenalert.ca)

647 408 8977



## **CONSULTING PROPOSAL**

Prepared for

**TOWNSHIP of BONFIELD (client)**

By

**MAURICE E. McGuinty (consultant)**

### **The Consultant's understanding of the Project:**

The Consultant understands that: The Township of Bonfield along with the Municipalities of Papineau/Cameron, Mattawa, East Ferris, Powassan, Mattawan, Calvin, Callander and Chisholm wish to fully understand all implications of and enter into a joint servicing agreement that would see the sharing of the services of the collective Municipalities Chief Building Officers. (C.B.O.)

The Municipalities believe that such an agreement, among other mutual benefits, has the potential to:

- (i) reduce the overall cost of providing such services to each Municipality,
- (ii) sustain and enhance the level of service in each Municipality by availing themselves of the best expertise available depending on the complexity of service required.
- (ii) ensure best service provision by each of the Municipalities regardless of circumstances such as new provincial regulation, staff attrition, spikes in number of permits etc.

The Consultant further understands that:

- (i) All existing C.B.O.'s will remain employed.
- (ii) Municipalities that currently have a C.B.O will remain the employer of that C.B.O. with all the responsibilities pursuant to that employment.

(1)

### **Consultant's Deliverable(s):**

The Consultant will deliver to the client:

- Recommendations as to the best legal structure through which to form, implement and maintain the shared services agreement. (example: Municipal Service Corporation; Service Agency Etc.)
- Provide sample “DRAFT” legal documents to accompany above recommendations.
- Recommendations as to how to most fairly structure the cost sharing of expenses and revenues related to the sharing of services.
- Recommendations as to the design and implementation of performance analytics to measure and ensure the ongoing efficiency of the agreement.
- Recommendations as to what Municipalities would be best suited to provide the administrative duties implied by such an agreement and how that Municipality might be compensated for its service.
- Recommend a step by step process and timeline for the implementation of the shared servicing agreement.

Deliver to the client: one (1) written interim report no less than six (6) weeks after commencement of the project and one “draft” final report no less than six (6) weeks after acceptance of the interim report by the Client. A final report to be delivered no less than two (2) weeks after receipt by the consultant from the Client any requests for edits and or additions to “draft” final report.

Ten (10) hard copies and one electronic copy (format to be as directed by Client) for each of the; interim report, “draft” final report and final report shall be provided.

The Consultant will be available to speak to the final report in person at a time and place as directed by the Client.

***The Consultant will ensure that all deliverables, both written and verbal are presented in a manner that is concise, easily understood and actionable.***

(2)

**Scope of Work:**

In order to provide the deliverables as detailed above the Consultant will complete the following tasks:

- Personally, interview the CAO or equivalent in each of the applicant Municipalities. The interviews will provide the Consultant with a full understanding of each Municipalities; current situation; their view of the opportunities and challenges associated with the shared services agreement and allow the collection of the most current relevant financial and other data required by the Consultant.
- Personally, interview the Mayor or designate of each of the Municipalities.
- Request of, and where directed by an individual CAO, interview the Chief Building Inspector of that Municipality.
- Review, where appropriate, collective bargaining agreements to identify possible opportunities and challenges related to the implementation of the agreement.
- Investigate, identify and review the widest possible range of secondary information related to similar Municipal shared service agreements throughout Ontario and beyond.
- Travel to and personally interview appropriate persons in Ontario Municipalities identified as having the most relevant information/experience with shared building inspection services agreements.

(3)

**Remuneration:**

Fees:



HST:

[REDACTED]

Total Cost:

[REDACTED]

Expenses:

All expenses are the responsibility of the Consultant.

Terms of Payment:

Ten percent (10%) [REDACTED] upon signing of the consulting agreement.

Thirty percent (30%) [REDACTED] upon receipt of Interim report.

A final payment of [REDACTED] upon receipt and acceptance of Final report.

The Four (4) pages of this document represent the totality of the consulting agreement. Acceptance by consultant and client of the deliverables, scope of work and remuneration as set forth is affirmed by signatures below.

\_\_\_\_\_

Client

\_\_\_\_\_

Consultant

\_\_\_\_\_

Date

Maurice McGuinty: P.O Box 1153 Mattawa, Ontario P0H 1V0 (305)441-4114

## Cindy Pigeau

---

**From:** Marianne Zadra <Marianne.Zadra@dnssab.ca>  
**Sent:** Wednesday, November 27, 2019 11:27 AM  
**To:** Cindy Pigeau  
**Cc:** Justin Avery; Melanie Shaye  
**Subject:** EMS question

Hi Cindy,

Further to your previous email, this question has come up in our Board meetings this year, but our Board has previously stated that they do not want to see any reductions in EMS services within the District. As I previously mentioned we will be discussing the budget at next week's committee meeting (Thursday) with a final decision expected at the board meeting on Dec. 18<sup>th</sup>, so the budget will be publicly available in the near future.

Thanks,  
Marianne

## Cindy Pigeau

---

**From:** Lucie Viel  
**Sent:** Monday, December 2, 2019 12:35 PM  
**To:** Cindy Pigeau  
**Subject:** FW: Our work this past two weeks to improve winter road maintenance in Northern Ontario

**Importance:** High

**From:** Bourgouin-QP, Guy [mailto:GBourgouin-QP@ndp.on.ca]  
**Sent:** Monday, December 2, 2019 12:33 PM  
**To:** Bourgouin, Guy <GBourgouin@ndp.on.ca>  
**Subject:** Our work this past two weeks to improve winter road maintenance in Northern Ontario  
**Importance:** High

Toronto, November 28, 2019

Dear Municipal Leader,

I am taking the time to write to you today to thank you, the members of your council, and your residents for the support we received for my Private Member's *Bill 125, Making Northern Ontario Highways Safer, 2019*. As you certainly know, on November 7, the members of the Conservative government defeated my initiative to ensure that our families would arrive home safe and that our economy would not be negatively impacted because of delays associated with road closures.

My bill would have amended the current legislation (the Public Transportation and Highway Improvement Act) by including a new section to set out a classification system for Ontario highways, which would have in turn classified all 400 series highways, the Queen Elizabeth Way and highways 11 and 17 as Class 1 highways. Class 1 highways are cleared more quickly, and more often. But during the debate, Conservative MPPs said that would cost "taxpayers a great deal of money without substantial benefits."

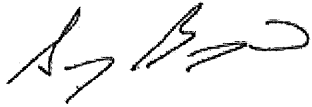
While the members from the government's side claim that Ontario has "some of the highest standards in North America for road safety and highway maintenance", my colleagues and I continue to have serious concerns about this matter – and we will continue to stand up for our Northern communities.

Here is a summary of the work we have done in the past ten days (click on the links below to access the article/audio/video):

- On November 19, I published an opinion editorial with the Sudbury Star;
- On November 19, MPP Jamie West (Sudbury) asked a question to the Minister of Transportation;
- On November 21, MPP John Vanthof (Timiskaming-Cochrane) asked a question to the Minister of Transportation;
- On November 26, MPP John Vanthof (Timiskaming-Cochrane) asked a question to the Minister of Transportation;
- On November 28, I spoke to CBC-Sudbury's Morning North; and
- On November 28, I asked a question to the Minister of Transportation.

Once again, thank you very much for your support and your attention.

Cordially,



Guy Bourgouin  
MPP for Mushkegowuk-James Bay

## Guy Bourgouin

MPP/Député  
Mushkegowuk-James Bay  
Mushkegowuk-Baie James

Porte-parole, Affaires francophones  
Critic, Training, trades and apprenticeships

---

A: Queen's Park, Main Legislative Building/Edifice de l'Assemblée législative,  
Room/Bureau 116 Toronto, ON M7A 1A8  
Desk/Bureau: 416-326-7351 Email: [GBourgouin-gp@ndp.on.ca](mailto:GBourgouin-gp@ndp.on.ca)

Facebook: [@guybourgouinndp](https://www.facebook.com/guybourgouinndp) Twitter: [@bourgouinguy](https://twitter.com/bourgouinguy) Web: [guybourgouin.com](http://guybourgouin.com)

Ministry of the Environment,  
Conservation and Parks

Ministère de l'Environnement,  
de la Protection de la nature et des  
Parcs



Office of the Minister

Bureau du ministre

777 Bay Street, 5th Floor  
Toronto ON M7A 2J3  
Tel.: 416-314-6790

777, rue Bay, 5<sup>e</sup> étage  
Toronto (Ontario) M7A 2J3  
Tél. : 416.314.6790

NOV 29 2019

357-2019-2969

His Worship Ian Pennell  
Mayor  
Municipality of Calvin  
1355 Peddlers Drive, RR 2  
Mattawa ON P0H 1V0

Dear Mayor Pennell:

Thank you for your letter about community choice in decisions about landfill approvals.

We have heard from many municipalities who are concerned about landfills being established or expanded in their communities without their approval. We recognize the need for municipalities to be heard on the issue of landfills in their communities. We also recognize the need to ensure the province has adequate landfill capacity.

In November 2018, our government released our living document, the Made-in-Ontario Environment Plan (<https://prod-environmental-registry.s3.amazonaws.com/2018-11/EnvironmentPlan.pdf>), which focuses on protecting and conserving air, land and water; addressing litter and reducing waste, increasing resilience to climate change and reducing greenhouse-gas emissions.

As you know, in March 2019, we released a Discussion Paper titled Reducing Litter and Waste in Our Communities (<https://ero.ontario.ca/notice/013-4689>) for a 45-day comment period on the Environmental Registry. In the Discussion Paper, we commit to listening to the communities that currently host or are near a landfill, or in future may host or be near a landfill.

A landfill is a long-term commitment – so it is important that local communities have more say in landfill approvals, particularly where it directly affects their community.

We are considering options to ensure adequate consultation between landfill proponents and impacted communities. I have forwarded your letter to ministry staff so that they are aware of your comments.

Thank you again for sharing your concerns about this issue with me.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Yurek".

Jeff Yurek  
Minister of the Environment, Conservation and Parks

c: The Honourable Vic Fedeli, Minister of Economic Development, Job Creation and Trade



December 2, 2019



**RE: Tree of Lights Campaign**

Originating under the works of the Mattawa Hospital Auxiliary, community members and volunteers have worked tirelessly on several fundraising activities and the efforts resulting in the purchase of many pieces of medical equipment that is used on a daily basis in the treatment and care of the patients the Hospital serves, many of whom are our family and friends.

Christmas is one of the most celebrated and cherished annual traditions. The Tree of Lights Campaign has been a tradition since 1989, founded by the Mattawa Hospital Auxiliary. The Mattawa Hospital and Algonquin Nursing Home continue to join together to carry on this initiative and help ensure the 2019 Tree of Lights Campaign is as successful as previous years.

Since its' inception, the Tree of Lights campaign has been focused on raising much needed funds for capital equipment. We hope that the community will continue to realize the importance of such a fundraising campaign has in regards to supporting the Mattawa Hospital and Algonquin Nursing Home in providing care to patients and residents using the most state-of-the-art equipment available.

This year's Tree of Lights Campaign will run from November 15<sup>th</sup> to December 20<sup>th</sup>. On behalf of the Mattawa Hospital and Algonquin Nursing Home, I would like to gratefully acknowledge your previous generosity and would like to encourage your organization to make a donation to this year's Tree of Lights Campaign. Donations can be mailed and payable directly to the **Mattawa Hospital, P.O. Box 70, Mattawa, Ontario, P0H 1V0**. As the Mattawa Hospital is a registered charitable organization, all donations are tax deductible and will be receipted.

This year the official Lighting of the Tree took place at the Algonquin Nursing Home in the Great Room on November 23rd, 2019.

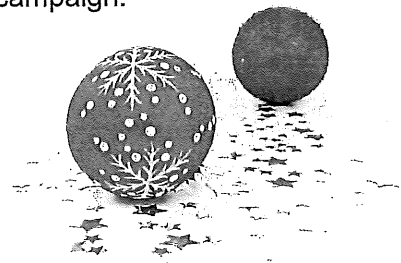
For further information, please contact Lyse Côté at 705-744-5511 or Judy Meades at 705-744-2202.

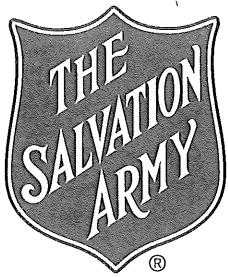
Thank you, in advance, for your support of the 2019 Tree of Lights campaign.

Sincerely,

A handwritten signature in black ink, appearing to be "P. Noel".

Pierre Noel  
President & CEO





Giving Hope Today

Christmas 2019

Greetings,

Christmas and Caring are two words that share the same meaning. Christmas time, like no other season of the year, is when we express care through the gift of giving. This Christmas, and throughout the year there are many children and adults in the community who need to know that someone cares. The monies raised through our Christmas Appeal and Kettle Campaign, remain in North Bay and area, supporting our neighbours in need.

In 2018, the Salvation Army North Bay sent 20 children to a week of Summer Camp and a family to Mom's and Tots Camp; provided 2500 school lunches and continues to provide food for approximately 2400 families per year in our Food Bank, along with clothing, furniture and household items. Our Gospel Fellowship Café feeds an average of 3000 meals per year and our hampers provide Christmas Dinner for 650 families.

For over 100 years the Salvation Army has been reaching out with help to North Bay and area, with generous support from individuals like yourself, we can continue with these programs for another year.

Your tax-deductible gift will help us to continue Giving Hope Today.

Your Community Thanks You



Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/Town: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Enclosed is my cheque payable to The Salvation Army Christmas Appeal

Charitable registration no. 10795 1618 RR0255. Income tax receipt will be issued for gifts of \$10 or more.

The personal information you provide us is used for the purpose of maintaining contact with you.

The Salvation Army does not sell, trade, or otherwise share your information. If at any time you wish to be removed from this mailing list, simply contact us by telephone at 705-474-7859

Blessings for the Holidays





# Reserves and Reserve Funds

June 2019

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## What are Reserves and Reserve Funds?

Reserve and reserve funds are monies set aside to help offset future capital needs, obligations, pressures and costs.

Reserves and reserve funds are key elements of a municipality's long-term financial strategy and a key component of sound long-term financial planning practices.

The primary objectives of reserves and reserve funds may include:

- Promotion of financial stability and flexibility.
- Provision for major capital expenses.
- Reducing the need to fund future long-term borrowing.

## Select Legislative References

- Municipal Act, 2001 - Sections 417  
<https://www.ontario.ca/laws/statute/01m25#BK526>
- Municipal Act, 2001 - Sections 418  
<https://www.ontario.ca/laws/statute/01m25#BK527>
- Ontario Regulation 438/97 - Eligible Investments, Related Financial Agreements and Prudent Investment under the Municipal Act  
<https://www.ontario.ca/laws/regulation/970438>

## Key Concepts

**Reserves** - reserves are often considered to be an appropriation at the discretion of Council, made after the provision for all known expenses that is not segregated into a separate fund. A reserve can be used for a specific or for more general purposes.

**Reserve Funds** - reserve funds are typically funds set aside either by by-law or by legal requirement to meet a future event or specified purpose. Reserve funds are either discretionary or obligatory.

- **Discretionary** - established at council's option, examples may include: Stabilization Reserves, Capital Infrastructure Reserves.
- **Obligatory** - established as a legal requirement, such as a legislative or contractual requirement, examples may include: Development Charges Reserve Fund, Federal Gas Tax Reserve Fund.

Despite the distinction above between reserves and reserve funds, these terms are sometimes used interchangeably.

**Fiscal Sustainability** - a municipality's ability to meet financial and service obligations now and in the future. Fiscal sustainability is the assessment of the relationship between levels of expenditure requirements and revenues available at a point in time, as well as the relationship between growth rates in expenditures and revenues. Fiscal sustainability may be achieved when municipal budgets, asset management plans and strategic plans work holistically together.

To assist with fiscal sustainability and even-out costs in the long term, municipalities may wish to develop a fiscal strategy outlining the long-term relationship between the capital plan, reserves and debt.

## Key Roles and Responsibilities

### Municipal Council

It is the role of council to maintain the financial integrity of the municipality. For reserves and reserve funds, this includes:

- Establishing a Reserves and Reserve Funds Policy to ensure that monies are set aside for the long-term goals of the municipality and that those funds will be available when needed.
- Approving any new discretionary reserve fund by resolution or by-law. These may be established with the approval of the Operating Budget by specific reference within the budget detail.
- Approving transfers to/from reserves. This may be granted by specific resolution, by policy approved by council, or by specifically approved budget allocations.

### Municipal Treasurer

The treasurer is appointed by council and is responsible for handling all of the financial affairs of the municipality, on behalf of and in the manner directed by council. For reserves and reserve funds, this includes:

- Updating and review policy annually according to council adopted policy.
- Ensuring any required authorizations for the use of reserve and reserve funds such as by-laws and/or resolutions are received.
- Providing annual report to council.
- Identifying sources for building/utilizing reserve funds.

- Recommending transfers to/from reserves.

## Additional Resources / Municipal Examples

### Examples

When municipalities establish a formal policy on the levels of reserves and reserve funds the following key elements should be considered:

- Assessing adequate levels
- Plans for inadequate levels
- Policies on utilization
- Stakeholders' different interests
- Availability of the formal policy documents
- Legal and regulatory constraints.

Province of Nova Scotia - Appropriate Minimum Level of Operating Reserve and Accumulated Surplus

<https://www.nsmfc.ca/sample.html>

Government Finance Officers Association – Fund Balance Guidelines –

<http://www.gfoa.org/fund-balance-guidelines-general-fund>

### Additional Resources

- Your municipality's Reserve and Reserve Fund Policy.
- Financial Information Return and Financial Statements at:  
<https://efis.fma.csc.gov.on.ca/fir/Welcome.htm>
- Municipal Finance Officers of Ontario at:  
<http://www.mfoa.on.ca/mfoa/main/VirtualLibrary>

## Tips

Municipal credit rating agencies recommend a debt to reserve ratio of \$1 in reserves for every \$1 in debt.

Establish clear policies that assist council to determine the type of reserves and reserve funds to have, as well as the optimal level to be set aside for each purpose.

A reserve or reserve fund program is a component of the municipality's long-term financial plan, capital plan, and asset management strategy/plan and allows for better decision-making regarding resource allocation.

## Ministry Contacts

- **Central Municipal Services Office**  
Telephone: 416-585-6226 or 1-800-668-0230
- **Eastern Municipal Services Office**  
Telephone: 613-545-2100 or 1-800-267-9438
- **Northern Municipal Services Office (Sudbury)**  
Telephone: 705-564-0120 or 1-800-461-1193
- **Northern Municipal Services Office (Thunder Bay)**  
Telephone: 807-475-1651 or 1-800-465-5027
- **Western Municipal Services Office**  
Telephone: 519-873-4020 or 1-800-265-4736



# Municipal Capital Facilities Agreements

June 2019

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## What are Municipal Capital Facilities Agreements?

Municipal capital facilities agreements are a tool that municipalities may use to help with flexible financing and provision of their capital facilities. For example, municipalities may grant municipal tax exemptions and provide financial assistance to businesses when municipal capital facilities are provided.

Municipalities may enter into a municipal capital facilities agreement with any person, which may include other public bodies, the private sector, not-for-profit organizations, or Indigenous groups to deliver a range of municipal capital facilities such as affordable housing, and recreational or parking facilities.

### Prohibition on bonusing:

Generally, municipalities cannot provide financial assistance, directly or indirectly, to any manufacturing business or other industrial or commercial enterprise by granting bonuses. However, municipal capital facilities agreements are exempt from the prohibition on bonusing.

For further information, please see Municipal Act, 2001 s. 106 and the City of Toronto Act, 2006 s. 82.

### Select Legislative References

- Municipal Act, 2001 - Section 110  
<https://www.ontario.ca/laws/statute/01m25>
- Ontario Regulation 603/06  
<https://www.ontario.ca/laws/regulation/060603>
- City of Toronto Act, 2006 - Section 252  
<https://www.ontario.ca/laws/statute/06c11>
- Ontario Regulation 598/06  
<https://www.ontario.ca/laws/regulation/060598>

### Key Concepts

Financial assistance from a municipality for the provision of municipal capital facilities may be in the form of:

- Giving or lending money and charging interest
- Giving, leasing, lending or selling property
- Guaranteeing borrowing

- Providing the services of employees of the municipality.

Generally, assistance must be in respect of the provision, lease, operation or maintenance of the facilities that are the subject of the agreement.

Eligible classes of municipal capital facilities include, but are not limited to:

- Facilities used for the general administration of the municipality.
- Roads, highways and bridges.
- Facilities for water, sewers, sewage, drainage and flood control.
- Facilities for the collection and management of waste and garbage.
- Facilities related to policing, fire-fighting and by-law enforcement.
- Facilities related to the provision of social and health services, including long-term care homes.
- Public libraries and community centres.
- Housing project facilities.

For further information, please see Ontario Regulation 603/06 or 598/06 for a list of classes of municipal capital facilities.

### **Select Roles and Responsibilities**

The general roles and responsibilities of municipal council and staff with respect to municipal capital facilities agreements include the following:

#### **Municipal Council:**

A by-law must be passed by municipal council permitting the municipality to enter into an agreement.

#### **Municipal Staff:**

Upon the passing of a by-law permitting a municipality to enter into an agreement, the clerk of the municipality shall give written notice of the by-law to the Minister of Finance.

When a by-law is passed providing for tax exemption, the clerk of the municipality shall give written notice of the contents of the by-law to the:

- Municipal Property Assessment Corporation (MPAC)

- Clerk of any other municipality that would, but for the by-law, have had authority to levy rates on the assessment for the land exempted by the by-law
- Secretary of any school board if the area of jurisdiction of the board includes the land exempted by the by-law.

### Tips

- Municipal council may wish to consider establishing and providing sufficient funding for a reserve fund for renovating, repairing or maintaining municipal capital facilities provided by agreement.
- An agreement may provide for contributions to the reserve fund by any person.
- The municipal treasurer may receive applications to allow for a cancellation, reduction or refund of taxes that are no longer payable, as a result of a municipal capital facilities agreement by-law.

### Ministry Contacts

- **Central Municipal Services Office**  
Telephone: 416-585-6226 or 1-800-668-0230
- **Eastern Municipal Services Office**  
Telephone: 613-545-2100 or 1-800-267-9438
- **Northern Municipal Services Office (Sudbury)**  
Telephone: 705-564-0120 or 1-800-461-1193
- **Northern Municipal Services Office (Thunder Bay)**  
Telephone: 807-475-1651 or 1-800-465-5027
- **Western Municipal Services Office**  
Telephone: 519-873-4020 or 1-800-265-4736



# Municipal Property Tax Sales

June 2019

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## What are municipal property tax sales?

The Municipal Act, 2001 and City of Toronto Act, 2006 provide a process that municipalities can follow to collect outstanding real property taxes by selling the land in question to recover the property taxes owed.

## Key Steps in a Typical Tax Sales Process

Generally, where property tax on a land goes into arrears, the municipality can initiate a tax sale in the second year after the year in which the amount becomes owing.

A municipal treasurer commences the tax sale process by registering a tax arrears certificate against title to the subject land. The treasurer must send certain notices when tax sale proceedings begin. For example, they must send a notice of registration of the tax arrears certificate to the assessed owner of the land and certain other persons with an interest in the land. This notice states (among other matters) that, if the cancellation price remains unpaid at the end of the one-year period following the date of the registration of the tax arrears certificate, and there is no extension agreement in place, the land will be sold by public sale.

Partial payments on account of taxes in respect of which a tax arrears certificate is registered cannot be accepted except under an extension agreement.

If the cancellation price is not paid within one year of registration and there is no extension agreement in place, the municipality proceeds to advertise the land for sale in accordance with the rules set out in the legislative framework that governs tax sales.

The treasurer conducts a public sale of the land, in accordance with the prescribed rules, and determines whether there is a successful purchaser. If there is a successful purchaser, the treasurer prepares a tax deed in the name of that purchaser or such other person as the purchaser may direct. If there is no successful purchaser, the treasurer may prepare and register a notice of vesting in the municipality's name.

Following a successful tax sale, the municipality recovers its cancellation price from the proceeds and then is required to pay any remaining proceeds from the sale into Court. The Act provides a process for payment, out of the sale proceeds held by the Courts, to persons who have an interest in the land.

**It is important to note that there are some special rules, including different time frames, that apply to the expedited sale of forfeited corporate land.**

## **Expedited Tax Sale of Forfeited Corporate Land**

As of January 1, 2018, a municipality has the option to either follow the typical tax sales process described above, or an expedited process, when commencing tax sale proceedings against forfeited corporate land.

It is important to note that there are some special rules, including different time frames, that apply to the expedited sale of forfeited corporate land. For example, a tax sale proceeding may be commenced where any part of tax arrears is owing with respect to forfeited corporate land. In other words, a municipality does not have to wait until the second year after the year in which the taxes become owing in order to initiate a tax sale process against such land.

### **Definitions**

Certain tax sale terms are defined in the legislation. For example, the following terms are defined in Part XI of the Municipal Act (or Part XIV of the City of Toronto Act, if applicable): “cancellation price”, “real property taxes” and “tax arrears”.

### **Key Roles and Responsibilities**

#### **Municipal Council**

Municipal councils may wish to consider best practices such as:

- Prompt billing for taxes
- Good and consistent customer service
- Appropriate collection procedures.

#### **Municipal Treasurer**

Some of the treasurer’s roles related to tax sales may include:

- Registering a tax arrears certificate against the title to land.
- Sending a notice of registration of a tax arrears certificate to the assessed owner of the land and certain persons with interest in the land.
- Registering a tax arrears cancellation certificate.
- Advertising the land for sale.
- Paying excess proceeds into court.

## Ministry Contacts

- **Central Municipal Services Office**  
Telephone: 416-585-6226 or 1-800-668-0230
- **Eastern Municipal Services Office**  
Telephone: 613-545-2100 or 1-800-267-9438
- **Northern Municipal Services Office (Sudbury)**  
Telephone: 705-564-0120 or 1-800-461-1193
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# Local Improvement Charges

June 2019

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## What is a Local Improvement Charge?

Municipalities, through Local Improvement Charges (LIC's), have the ability to recover the costs of capital improvements from property owners who will benefit from the improvement.

Municipalities can undertake capital improvements as a local improvement, which includes imposing a special charge (known as a LIC) on each benefiting property to raise all or a part of the costs. Municipalities usually collect local improvement charges through property tax bills.

Previous local improvement projects have included:

- Installation of water and wastewater infrastructure
- Roadway reconstruction such as repaving
- Construction of a sidewalk or curb
- Installation of street lighting

Benefits of using LIC's are that municipalities can recover costs associated with capital improvements from the specific properties that may benefit and can generally spread the cost of a local improvement project over several years to minimize the annual payment for property owners. Furthermore, costs for local improvements can be charged completely to the benefiting property owners, or the municipality can assume some of the costs. LIC's are also given priority lien status, meaning that these charges could be special liens on property and are in priority to every claim or lien except that of the crown. If a property owner sells their property before the local improvement charges are fully paid off, the new property-owner generally assumes responsibility for making the remaining payments. A municipality may allow multiple annual LIC payments to be commuted to a single annual payment equal to the present value of the annual payments.

In addition to work on public property, a municipality can enter into agreements with property owners in order to undertake local improvements on private property and recover the cost of the work from the property owners. Local improvement projects on private property that some municipalities have undertaken include:

- Energy efficiency and conservation works by the City of Toronto
- Septic system rehabilitation programs by Kawartha Lakes

## Select Legislative References

- O. Reg. 586/06 of the Municipal Act, 2001 – Local Improvement Charges – Priority Lien Status  
<https://www.ontario.ca/laws/regulation/060586>
- O. Reg. 596/06 of the City of Toronto Act, 2006 – Local Improvement Charges – Priority Lien Status  
<https://www.ontario.ca/laws/regulation/060596>

## Key Concepts

**Local Improvement** – a capital project undertaken by a municipality that provides a benefit to selected properties, such as sidewalks and sewers.

**Local Improvement Charges (LICs)** – charges that may be used to recover the costs of local improvements made on public or privately-owned land from property owners who will benefit from the improvement.

**Priority Lien Status** – generally, priority lien status is a claim in priority to every claim or lien except that of the crown.

## Select Roles and Responsibilities

### Municipal Council / Municipal Staff

Municipalities generally may decide what projects to undertake as local improvements. Requirements or steps involved with local improvement charges may include:

- Passing by-laws to undertake the work as a local improvement and to impose LIC's.
- Giving notice to the public and to the owners of the impacted properties of the municipality's intention to pass a by-law to undertake a project as a local improvement.
- Preparing a local improvement roll which must be made public. The contents of the local improvement roll are set out in the regulations.
- Establishing a committee of revision, appointed by council, which has the power to hold hearings into matters set out in regulation, including revising the local improvement roll and addressing objections.

## Affected Property Owners

Property owners can petition in favour of or against undertaking the proposed work as a local improvement. The regulations set out the rules around the sufficiency of a petition and what happens when a municipality receives a sufficient petition against undertaking the work as a local improvement.

Property owners who will be paying local improvement charges also have the ability to object to the charge as set out in the local improvement roll, by filing an objection to be heard by the municipally established committee of revision as set out in the regulations.

## Additional Resources

- Ontario.ca webpage on Local Improvement Charges – <https://www.ontario.ca/page/local-improvement-charges>

## Ministry Contacts

- **Central Municipal Services Office**  
Telephone: 416-585-6226 or 1-800-668-0230
- **Eastern Municipal Services Office**  
Telephone: 613-545-2100 or 1-800-267-9438
- **Northern Municipal Services Office (Sudbury)**  
Telephone: 705-564-0120 or 1-800-461-1193
- **Northern Municipal Services Office (Thunder Bay)**  
Telephone: 807-475-1651 or 1-800-465-5027
- **Western Municipal Services Office**  
Telephone: 519-873-4020 or 1-800-265-4736

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Vendor : 0000000 To PT00000007  
 Batch : All  
 Department : All

Cash Requirement Date : 05-Dec-2019  
 Bank : 099 To 1  
 Class : All

Vendor	Vendor Name	Invoice #	Invoice Description	Batch	Inv Date	Inv Due Date	Amount
G.L. Account	CC1	CC2	CC3	GL Account Name			
<b>DEPARTMENT 0101 ADMINISTRATION</b>							
06020				<b>FINANCIAL SERVICES REGULATORY</b>			
CINV-00006111				2019-2020 Annual Pension Fee			
1-5-0101-187				105	29-Nov-2019	05-Dec-2019	
							848.44
07050				<b>GRAND &amp; TOY LIMITED</b>			
P426615				Office Supplies & Paper			
1-5-0101-101				105	25-Nov-2019	05-Dec-2019	
							108.01
13040				<b>NORTHERN COMMUNICATIONS</b>			
20947-1201201				Base Rate + Holiday Premium - December 2019			
1-5-0101-101				105	01-Dec-2019	05-Dec-2019	
							128.60
16073				<b>PROGRESSIVE COMPUTING SOLUTION</b>			
1542				New Server Installation			
1-5-0101-132				105	05-Dec-2019	05-Dec-2019	
							2,745.10
18011				<b>RECEIVER GENERAL FOR CANADA</b>			
NOV 2019 REM				November 2019 Remittance			
1-2-0101-331				105	05-Dec-2019	05-Dec-2019	
							6,785.86
19021				<b>SPECTRUM GROUP</b>			
C1116420				December 2019 WIFI			
1-5-0101-115				105	01-Dec-2019	05-Dec-2019	
							350.30
<b>Department Total :</b>							<b>10,966.31</b>

<b>DEPARTMENT 0111 TRANSFER AND TAXATION SCHOOL BOARDS</b>							
03151				<b>CON SCOLAIRE CATHO FRANCO-NORD</b>			
4TH QTR REMI				2019 School Board Remittance - 4th Quarter			
1-4-0111-658				105	05-Dec-2019	05-Dec-2019	
							13,810.42
03152				<b>CONSEIL SCOLAIRE DU DISTRICT</b>			
4TH QTR REMI				2019 School Board Remittance - 4th Quarter			
1-4-0111-656				105	05-Dec-2019	05-Dec-2019	
							6,859.06
13006				<b>NEAR NORTH DISTRICT SCHOOL BD.</b>			
4TH QTR REMI				2019 School Board Remittance - 4th Quarter			
1-4-0111-655				105	05-Dec-2019	05-Dec-2019	
							46,209.04
13013				<b>NIP/PARRY SOUND C.D.S. BOARD</b>			
4TH QTR REMI				2019 School Board Remittance - 4th Quarter			
1-4-0111-657				105	05-Dec-2019	05-Dec-2019	
							12,759.96
<b>Department Total :</b>							<b>79,638.48</b>

<b>DEPARTMENT 0200 FIRE PROTECTION</b>							
03041				<b>CARQUEST AUTO PARTS</b>			
5293-138946				Oil & Filter for Oil Changes			
1-5-0200-102				105	26-Nov-2019	05-Dec-2019	
							822.08
5293-139014				105	27-Nov-2019	05-Dec-2019	
							-26.91
1-5-0200-102				<b>NORTH BAY CACC</b>			
2019-11				Call Taking & Alerting Services - November 2019			
1-5-0200-137				105	05-Dec-2019	05-Dec-2019	
							110.00
15009				<b>O'GRADY DAN</b>			
00143				Pumper - Oil Change			
1-5-0200-102				105	28-Nov-2019	05-Dec-2019	
							109.05
00144				105	28-Nov-2019	05-Dec-2019	
							100.18
1-5-0200-102				105	28-Nov-2019	05-Dec-2019	
							84.05
00145A				105	28-Nov-2019	05-Dec-2019	
							84.05
1-5-0200-102				<b>VEHICLE EXPENSE - FIRE</b>			
23009				<b>WASTE WATER PLUMBING SERVICE S</b>			
480				Replace Pressure Tank			
1-5-0200-135				105	02-Dec-2019	05-Dec-2019	
							751.45
<b>Department Total :</b>							<b>2,033.95</b>

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 Bank : 099 To 1  
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Vendor	Vendor Name	Batch	Inv Date	Inv Due Date	Amount
Invoice #	Invoice Description				
G.L. Account	CC1 CC2 CC3 GL Account Name				
<b>DEPARTMENT 0200 FIRE PROTECTION</b>					
<b>DEPARTMENT 0300 ROADS</b>					
<b>03041</b>	<b>CARQUEST AUTO PARTS</b>				
5293-139054	Dash Cameras	105	28-Nov-2019	05-Dec-2019	
1-5-0300-150	OFFICE AND SHOP EXPENSE - ROADS				447.12
<b>16070</b>	<b>PRAXAIR PRODUCTS INC.</b>				
93326820	Year Cylinder Rentals - 5 Cylinders	105	26-Nov-2019	05-Dec-2019	
1-5-0300-150	OFFICE AND SHOP EXPENSE - ROADS				577.32
<b>Department Total :</b>					<b>1,024.44</b>
<b>DEPARTMENT 0316 SAFETY DEVICES</b>					
<b>03055</b>	<b>CEDAR SIGNS</b>				
59079	Detour Road Signs & Adam's Road Sign	105	29-Nov-2019	05-Dec-2019	
1-5-0316-101	MATERIALS AND SUPPLIES - SAFETY DEVICES				1,253.67
<b>Department Total :</b>					<b>1,253.67</b>
<b>DEPARTMENT 0325 TRUCK EXPENDITURES</b>					
<b>07011</b>	<b>GRANT FUELS INC.</b>				
202852	Truck Clear Diesel 1,828.3L @ \$1.24/L	105	29-Nov-2019	05-Dec-2019	
1-5-0325-106	FUEL & OIL - TRUCK EXPEND.				2,270.93
<b>08010</b>	<b>BUMPER TO BUMPER - H.E. BROWN</b>				
314593/D	5" Flex Exhaust Pipe & Clamps	105	27-Nov-2019	05-Dec-2019	
1-5-0325-101	REPAIRS AND MAINTENANCE-TRUCK				102.63
<b>Department Total :</b>					<b>2,373.56</b>
<b>DEPARTMENT 0326 GRADER EXPENDITURES</b>					
<b>07011</b>	<b>GRANT FUELS INC.</b>				
202853	35% Loader & 65% Grader Dyed Diesel 280.5L @ \$1.08/L	105	29-Nov-2019	05-Dec-2019	
1-5-0326-106	FUEL & OIL - GRADER EXPEND.				197.00
<b>19051</b>	<b>SEE MORE GRAPHICS</b>				
40617	New Grader Logo	105	04-Dec-2019	05-Dec-2019	
1-5-0326-101	REPAIRS AND MAINTENANCE-GRADER				107.12
<b>Department Total :</b>					<b>304.12</b>
<b>DEPARTMENT 0327 LOADER/HOE EXPENDITURES</b>					
<b>07011</b>	<b>GRANT FUELS INC.</b>				
202853	35% Loader & 65% Grader Dyed Diesel 280.5L @ \$1.08/L	105	29-Nov-2019	05-Dec-2019	
1-5-0327-106	FUEL & OIL - LOADER/HOE EXP.				106.08
<b>Department Total :</b>					<b>106.08</b>
<b>DEPARTMENT 0400 ENVIRONMENTAL</b>					
<b>12913</b>	<b>MILLER WASTE SYSTEMS</b>				
501-000020659	Dump & Return, Container Fees - Nov 2019	105	30-Nov-2019	05-Dec-2019	
1-5-0400-175	BLUE BOX RECYCLING COSTS				1,605.46
<b>Department Total :</b>					<b>1,605.46</b>
<b>DEPARTMENT 0700 RECREATION</b>					
<b>10071</b>	<b>JOHN DIXON LIBRARY</b>				
2019 LIB GRAN	2019 Library Grant - Calvin	105	05-Dec-2019	05-Dec-2019	
1-5-0700-156	LIBRARY				1,177.00
<b>23010</b>	<b>WILSON'S BUILDERS SUPPLIES</b>				
87732	Fridge Thermometer	105	03-Dec-2019	05-Dec-2019	
1-5-0700-101	MATERIALS AND SUPPLIES (HALL)				20.32

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Department : All

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Bank : 099 To 1

Class : All

Vendor	Vendor Name					Batch	Inv Date	Inv Due Date	Amount
Invoice #	Invoice Description								
G.L. Account	CC1	CC2	CC3	GL Account Name					
DEPARTMENT 0700	RECREATION								
<b>Department Total :</b>								<b>1,197.32</b>	
DEPARTMENT 0950	ENFORCEMENT								
20012	TOWN OF MATTAWA								
IN01173	Police Services - December 2019				105	03-Dec-2019	05-Dec-2019		
1-5-0950-141	POLICING SERVICES							8,206.00	
<b>Department Total :</b>								<b>8,206.00</b>	
<b>Unpaid Total :</b>								<b>108,709.39</b>	

Total Unpaid for Approval :	108,709.39
Total Manually Paid for Approval :	0.00
Total Computer Paid for Approval :	0.00
Total EFT Paid for Approval :	0.00
<b>Grand Total ITEMS for Approval :</b>	<b>108,709.39</b>