



THE CORPORATION of the UNITED TOWNSHIPS of HEAD, CLARA & MARIA

AGENDA

Thursday, January 28, 2021 at 1:30 p.m.

1. Call to Order and Moment of Silence
Let us take a moment of silent reflection to contemplate in our own way the responsibility we have to collectively use our skills and experience to ensure the mutual long term benefit of our Municipality and those we represent.
2. Roll Call
3. Recital of the Municipal Mission and Vision Statements
4. Disclosure of Pecuniary interest & General Nature Thereof
5. Deputations/Presentations
 -
6. Adoption of Minutes of previous meeting
 - Council Minutes
 - i. Saturday, December 12th, 2020
 - ii. Thursday, December 17th, 2020
 - Library Board Minutes
 - i. Tuesday, December 1st, 2020
 - Recreation Committee Minutes - none
 - Public Works Advisory Committee Minutes - none
7. Petitions and Correspondence
Information Only – (Please advise if you feel any item warrants further consideration)
 - i. Rural Economic Development Fund – MAFRA
 - ii. Cap on Gas Plan and Greenhouse Gas Pollution – Town of Lincoln
 - iii. Resolution Re: Insurance Premiums – Municipality of Charlton and Dack
 - iv. Library Fundraising Request
 - v. EOWC Appoints Chair and Vice Chair
Letter from Residents re: Road Maintenance
8. Mayor's Report
 - Report 21/01/21/801 – Mayor Debbi Grills
9. Staff Reports - none
10. Unfinished Business –
 - Procedural By-Law #2020-01
11. Addendum (New Business) – none
 - Report 20/01/21/1101 – Boat Launch Repair Tender
 - Report 20/01/21/1102 – Council Committees
Mutual Assistance Agreement - COR
12. By-Laws – none
13. Policy and Procedure Review
 - Staff and Council Relations Policy
 - Harassment, Bullying and Workplace Violence Policy
14. Questions and Answers
15. Confirmation of Proceedings By-law # 2021-02

16. Adjournment

Note* Alternate formats and communication supports are available on request.

HCM Mission: **At your service; working effectively to bring together people, partnerships and potential for a strong, connected community.**

HCM Vision: **Providing a healthy, connected, and sustainable community teeming with possibilities for our citizens now and into the future.**

**Ministry of Agriculture,
Food and Rural Affairs**

Office of the Minister

77 Grenville Street, 11th Floor
Toronto, Ontario M7A 1B3
Tel: 416-326-3074
www.ontario.ca/OMAFRA

**Ministère de l'Agriculture, de
l'Alimentation et des Affaires rurales**

Bureau du ministre

77, rue Grenville, 11^e étage
Toronto (Ontario) M7A 1B3
Tél. : 416 326-3074
www.ontario.ca/MAAARO



December 15, 2020

Crystal Fischer
Acting Clerk
United Townships of Head, Clara and Maria
crystal@headclaramaria.ca

Dear Ms. Fischer:

I am pleased to announce the next application intake for the Rural Economic Development (RED) program opened on December 11, 2020 and will be available until February 1, 2021. You can find all program information, including how to apply, on my ministry's website at ontario.ca/REDprogram.

In July 2019, we announced the revitalized RED program. Our updates put the focus on outcome-based projects that will have tangible benefits for Ontario's rural and Indigenous communities. The updates to the RED program better align with our government's priorities to remove barriers to investment, open doors to rural economic development and create good jobs across the province.

The program has two project categories:

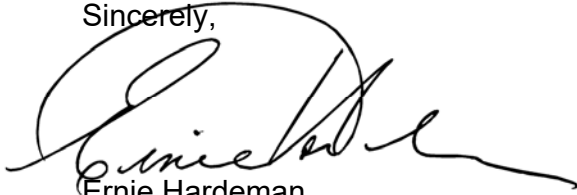
- The **Strategic Economic Infrastructure** stream provides up to 30 per cent in cost-shared funding for minor capital projects that advance economic development and investment opportunities.
- The **Economic Diversification and Competitiveness** stream provides up to 50 per cent in cost-shared funding for projects that remove barriers to business and job growth, attract investment, attract or retain a skilled workforce, strengthen sector and regional partnerships and diversify regional economies.

Our government is committed to supporting economic growth in rural communities and ensuring Ontario is open for business.

.../2

I encourage you to take advantage of this funding opportunity and submit an application for your economic development project. Together, we can ensure Ontario's communities thrive.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ernie Hardeman', with a large, stylized initial 'E'.

Ernie Hardeman

Minister of Agriculture, Food and Rural Affairs

COVID-19 Reminders

- Practise physical distancing – stay 2 metres away from others in public
- Wash your hands – with soap and water thoroughly and often
- Get the facts - www.ontario.ca/page/covid-19-stop-spread

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15 décembre 2020

Crystal Fischer
Directrice Générale par intérim
United Townships of Head, Clara and Maria
crystal@headclaramaria.ca

Madame,

J'ai le plaisir d'annoncer que la nouvelle période de réception des demandes pour le Programme de développement économique des collectivités rurales (DECOR) a commencé le 11 décembre 2020 et continuera jusqu'au 1^{er} février 2021. Tous les renseignements au sujet du programme, dont la marche à suivre pour présenter une demande, se trouvent au site Web de mon ministère, à l'adresse www.ontario.ca/fr/page/programme-de-developpement-economique-des-collectivites-rurales.

Nous avons annoncé, en juillet 2019, la version revitalisée du programme DECOR. Nos mises à jour mettent l'accent sur les projets axés sur les résultats, qui auront des avantages tangibles pour les collectivités rurales et autochtones de l'Ontario. Les mises à jour du programme DECOR sont mieux alignées sur les priorités de notre gouvernement, qui sont d'éliminer les obstacles aux investissements, de favoriser le développement économique rural et de créer de bons emplois dans toute la province.

Le programme comprend deux catégories de projets :

- Le volet **Infrastructure économique stratégique** offre une aide à frais partagés représentant jusqu'à 30 p. 100 du coût des petits projets d'immobilisation qui favorisent le développement économique et ouvrent des possibilités d'investissement.
- Le volet **Diversification économique et compétitivité** offre une aide à frais partagés représentant jusqu'à 50 p. 100 du coût des projets qui éliminent des barrières aux affaires et à la création d'emplois, attirent des investissements ou

maintiennent une main-d'œuvre qualifiée, renforcent le secteur et les partenariats régionaux, et diversifient les économies régionales.

.../2

Notre gouvernement tient à soutenir la croissance économique dans les collectivités et à rendre l'Ontario ouvert aux affaires.

Je vous encourage à profiter de cette possibilité d'aide financière et à présenter une demande pour votre projet de développement économique. Ensemble, nous pouvons assurer la prospérité des collectivités de l'Ontario.

Veuillez agréer, Madame, l'expression de mes sentiments les meilleurs.

Le ministre de l'Agriculture, de l'Alimentation et des Affaires rurales,



Ernie Hardeman

Rappels au sujet de la COVID-19

- Exercez la distanciation physique : tenez-vous à au moins deux mètres de distance des autres lorsque vous êtes en public.
- Lavez-vous les mains correctement et souvent, avec de l'eau et du savon.
- Obtenez les faits : <https://www.ontario.ca/fr/page/freinez-la-propagation-de-la-covid-19>.



4800 SOUTH SERVICE RD
BEAMSVILLE, ON L0R 1B1
905-563-8205

December 22, 2020

SENT VIA EMAIL

City of Hamilton
71 Main Street West
Hamilton, ON L8P 4Y5

Attention: Andrea Holland, City Clerk (andrea.holland@hamilton.ca)

RE: SUPPORT RESOLUTION FROM THE CITY OF HAMILTON, REQUEST FOR INTERIM CAP ON GAS PLANT AND GREENHOUSE GAS POLLUTION AND THE DEVELOPMENT AND IMPLEMENTATION OF A PLAN TO PHASE-OUT GAS-FIRED ELECTRICITY GENERATION

Please be advised that Council for the Corporation of the Town of Lincoln at its Special Council Meeting held on December 21, 2020, endorsed and passed the following motion in support of City of Hamilton's motion (attached) that was passed on November 11, 2020.

Moved by: Councillor Paul MacPherson; Seconded by: Councillor Dianne Rintjema

THAT Council for the Corporation of the Town of Lincoln support the correspondence item as attached from the City of Hamilton, regarding Request for Interim Cap on Gas Plant and Greenhouse Gas Pollution and the Development and Implementation of a Plan to Phase-Out Gas-Fired Electricity Generation.

CARRIED

Regards,

Julie Kirkelos
Town Clerk
jkirkelos@lincoln.ca

cc: Sam Oosterhoff, MPP
Dean Allison, MP
The Honourable Doug Ford, Premier of Ontario

Andrea Horwath, Opposition Party Leader, New Democratic Party of Ontario,
M.P.P. Hamilton Centre
Monique Taylor, M.P.P. Hamilton Mountain
Paul Miller, M.P.P. Hamilton East-Stoney Creek
Donna Skelly, M.P.P. Flamborough-Glanbrook
Sandy Shaw, M.P.P. Hamilton West-Ancaster-Dundas
Region of Waterloo
Ontario Municipalities
Association of Municipalities of Ontario

November 24, 2020

The Honourable Greg Rickford
Minister of Energy, Northern Development
& Mines and Minister of Indigenous Affairs
Whitney Block, Room 5630
5th Floor, 99 Wellesley St. W.
Toronto, ON M7A 1W1

Dear Minister Rickford:

At its meeting of November 11, 2020, Hamilton City Council approved Item 10 of the General Issues Committee Report 20-018, which reads as follows:

10. Request for an Interim Cap on Gas Plant and Greenhouse Gas Pollution and the Development and Implementation of a Plan to Phase-Out Gas-Fired Electricity Generation (Item 10.2)

WHEREAS, the Government of Ontario is planning to increase reliance on gas-fired electricity generation from Ontario's gas-fired power plants, which is anticipated to increase greenhouse gas (GHG) pollution by more than 300% by 2025 and by more than 400% by 2040;

WHEREAS, Canada's temperature is rising more than double the rate of the rest of the world (which is in alignment with climate models and projections impacting northern climates most significantly);

WHEREAS, the Province of Ontario will adversely impact more than a third of the greenhouse gas reductions it achieved by phasing-out its dirty coal-fired power plants, due to a power plan built around ramping up gas-fired generation to replace the output of the Pickering Nuclear Station (scheduled to close in 2024);

WHEREAS, alternative options are available to reversing short sighted cuts to energy efficiency programs and stop under-investing in this quick to deploy and low-cost resource, which include maximizing our energy efficiency efforts by paying up to the same price per kilowatt-hour (kWh) for energy efficiency measures as we are currently paying for power from nuclear plants (e.g., up to 9.5 cents per kWh);

WHEREAS, the Province of Ontario should continue to support renewable energy projects that have costs that are below what we are paying for nuclear power and work with communities to make the most of these economic opportunities;

WHEREAS, the Province of Ontario has alternative options to increasing gas-fired electricity generation, such as the Province of Quebec's offer to receive low-cost 24/7 power from its water powered reservoir system as a possible alternative;

WHEREAS, a fossil-free electricity system is critically important to Hamilton's efforts to reduce GHG emissions by replacing fossil fuel use with electric vehicles, electric buses, electric heat pumps, and other steps dependent on a fossil-free electricity supply; and,

WHEREAS, our staff have noted this problem in their report on Updated Timelines and SMART Corporate Goals and Areas of Focus for Climate Mitigation and Adaptation where they warn that "Unless the Province of Ontario changes direction on Ontario's fuel supply mix, it is expected natural gas, and therefore GHG emissions, may continue to increase as the nuclear facilities are refurbished and the Province of Ontario further supplements the electricity grid with natural gas inputs";

THEREFORE, BE IT RESOLVED:

- (a) That the City of Hamilton request the Government of Ontario to place an interim cap of 2.5 mega tonnes per year on our gas plant and greenhouse gas pollution and develop and implement a plan to phase-out all gas-fired electricity generation by 2030 to ensure that Ontario meets its climate targets; and,
- (b) That a copy of this resolution be sent to the Premier of Ontario, to the local MPP's, to the Region of Waterloo and local area municipalities.

Therefore, the City of Hamilton respectfully requests your consideration of this matter and looks forward to your response.

Sincerely,

Fred Eisenberger
Mayor

Copied: The Honourable Doug Ford, Premier of Ontario
Andrea Horwath, Opposition Party Leader, New Democratic Party of Ontario,
M.P.P Hamilton Centre
Monique Taylor, M.P.P. Hamilton Mountain
Paul Miller, M.P.P. Hamilton East-Stoney Creek
Donna Skelly, M.P.P. Flamborough-Glanbrook
Sandy Shaw, M.P.P. Hamilton West-Ancaster-Dundas
Region of Waterloo
Ontario Municipalities
Association of Municipalities of Ontario



MUNICIPALITY OF CHARLTON AND DACK

TEL: (705)-544-7525

FAX: (705)-544-2369

info@charltonanddack.com

www.charltonanddack.com

January 7th, 2021

The Honourable Doug Ford
Premier of Ontario

Sent by email: doug.fordco@pc.ola.org

RE: MOTION REGARDING - Insurance

The following resolution was passed by the Council for the Municipality of Charlton and Dack on December 18th, 2020:

WHEREAS the cost of municipal insurance in the Province of Ontario has continued to increase – with especially large increases going into 2021.

AND WHEREAS Joint and Several Liability continues to ask property taxpayers to carry the lion's share of a damage award when a municipality is found at minimum fault;

AND WHEREAS these increases are unsustainable and unfair and eat at critical municipal services;

AND WHEREAS the Association of Municipalities of Ontario outlined seven recommendations to address insurance issues including:

- 1. The provincial government adopt a model of full proportionate liability to replace joint and several liability.*
- 2. Implement enhancements to the existing limitations period including the continued applicability of the existing 10 day rule on slip and fall cases given recent judicial interpretations and whether a 1 year limitation period may be beneficial.*
- 3. Implement a cap for economic loss awards.*
- 4. Increase the catastrophic impairment default benefit limit to \$2 million and increase the third party liability coverage to \$2 million in government regulated automobile insurance plans.*
- 5. Assess and implement additional measures which would support lower premiums or alternatives to the provision of insurance services by other entities such as non profit insurance reciprocals.*
- 6. Compel the insurance industry to supply all necessary financial evidence including premiums, claims and deductible limit changes which support its*



and municipal arguments as to the fiscal impact of joint and several liability.

7. *Establish a provincial and municipal working group to consider the above and put forward recommendations to the Attorney General.*

THEREFORE BE IT RESOLVED THAT the Council for the Municipality of Charlton and Dack call on the Province of Ontario to immediately review these recommendations and to investigate the unethical practice of preferred vendors who are paid substantial amounts over industry standards, despite COVID 19 delays, as insurance premiums will soon be out of reach for many communities.

AND FURTHER BE IT RESOLVED THAT this motion be provided to the Honourable Doug Ford, Premier of Ontario, the Honourable Rod Phillips, Minister of Finance, the Honourable Doug Downey, Attorney General of Ontario, the Honourable John Vanthof, MPP for Timiskaming- Cochrane, and all Ontario municipalities.

Yours Truly,

Dan Thibeault
Clerk Treasurer CAO
Municipality of Charlton and Dack

CC: Honourable Peter Bethlenfalvy, Minister of Finance
Honourable Doug Downey, Attorney General of Ontario
Honourable John Vanthof, MPP for Timiskaming- Cochrane
All Ontario Municipalities

HCM Public Library Fundraising

Budget for 2021 \$ 7900.00

Income - Government Grant \$1423. 00

Donations \$100.00

Valu-Mart tapes \$200.00

Sale of plants possible \$1000.00

Total \$2723.00

Amount to raise \$5177.00

On Nov. 20, 2020 we had \$22,905.21 in our bank account. However, since Judy's absence, Stephany has been paying our bills using her HCM credit card. I am not sure of the amount we owe the township, other than it must be over \$500.00.

Our concern is that all of our fundraising methods that we have been successful with in the past have been dependent on people attending an event. Unless we can raise funds to offset our expenses, our bank account will be depleted by the time people will be able to attend events

Presently, one of our patrons gives me their pop cans, Jim crushes them along with ours and we take them to a scrap metal dealer for cash that I donate to the library or use to purchase items for the library. We would like to consider doing this as a fund raiser. Jim talked to Billy about it and he feels that we can make some money.

How do we collect the cans?

1. Ask people to save their cans and when they have a large bag full – give us a call and we can pick them
2. Have a container at the disposal site on garbage day and we can collect them from there.
3. People would have to separate their pop/beer cans from other items.
4. We could supply bags to put them in.

I realize that there is more to discuss and more questions to be answered, however the Board would like to know whether we would have permission to pursue this "fundraiser".

Thank you

Marlene Gibson

Chair of the HCM Public Board



www.eowc.org

EOWC Appoints Chair and Vice-Chair for 2021

Eastern Ontario, January 11, 2021 – The Eastern Ontario Wardens' Caucus (EOWC), at its annual inaugural meeting last week, appointed Warden Debbie Robinson as the 2021 Chair and Warden Liz Danielsen as the 2021 Vice-Chair, both by acclamation.

Debbie Robinson is Warden of the County of Renfrew and the Reeve of the Township of Laurentian Valley. Liz Danielsen is Warden of the County of Haliburton and Deputy Mayor of the Township of Algonquin Highlands. Both have previously been members of the EOWC and bring valuable experience to their positions.

The EOWC Chair and Vice-Chair serve as the main point of contact for the Caucus and play a leadership role in helping to ensure that key EOWC priorities and advocacy move forward. Both positions are one-year terms, each filled by one of the 13 EOWC members. Appointments are based on a vote by the EOWC members or, in the case of a single candidate, an acclamation.

"I am honoured to lead this incredible group of dedicated municipal politicians as the 2021 Chair of the EOWC and represent the County of Renfrew. As Chair, I will continue to advocate on behalf of the 103 municipalities and the 750,000 property taxpayers across rural eastern Ontario," stated Chair Robinson. "Over the past year, the EOWC showed its resiliency, efficiency and leadership on behalf of the region. We were able to respond quickly and effectively to the COVID-19 pandemic and make progress on our priorities and advocacy. I look forward to working closely with Vice-Chair Danielsen and fellow Caucus members to deliver results in the coming year for eastern Ontario and our residents."

"The EOWC's greatest strength is its ability to speak with a one, strong regional voice at the decision-making table. As we work toward advancing EOWC priorities in 2021, we will continue to work closely with the provincial and federal governments, as well as key partners, in order to best serve our region's communities," stated Vice-Chair Danielsen.

For the purposes of good continuity and given the COVID-19 pandemic health and economic impact, the EOWC agreed to stay the course of its 2020 priorities for the initial months of 2021. This will inform meetings and advocacy during the multi-ministerial delegations at the virtual 2021 Rural Ontario Municipal Association (ROMA) Conference: *Connecting Rural Ontario*, being held on January 25 and 26, 2021.

The EOWC has a long history of working collaboratively with the Province and looks forward to sharing its insight and recommendations. The Caucus will re-evaluate its strategic plan and priorities during the priority-setting EOWC meeting held in March 2021, as it has done in the past.



www.eowc.org

The EOWC's priorities heading into 2021 include:

- Eastern Ontario Regional Network (EORN) Cellular Network Gap and Mobile Broadband Improvement Project
- Long-Term Care
- Municipal Recovery
- Affordable Housing

Eastern Ontario Regional Network 2021 Update

As part of the EOWC Inaugural 2021 meeting, the Eastern Ontario Regional Network (EORN) reported to the EOWC that it would finalize details of the Cell Gap project and begin construction in 2021.

"This public-private partnership of more than \$213-million will get at the many areas where cell service is poor or non-existent," said EORN Chair J. Murray Jones. "Demand for cell service is growing as people depend more and more on smartphones and tablets for work, social connections, entertainment and to access public services."

During the pandemic, EORN and EOWC continued to advocate for improved broadband connectivity. This included developing the EORN Gig Project – a fibre-based solution aimed at addressing the issue across the region for a generation.

Currently, major federal and provincial governments broadband funding programs are structured to support municipal-level projects rather than coordinated, regional projects. EORN recommended that EOWC members pursue county-level projects to achieve greater coverage and economies of scale.

"We remain dedicated to bringing greater connectivity to the region. While we wait to see if other funding becomes available for the Gig Project, we look forward to supporting EOWC members as they pursue funding," shared EOWC Chair Debbie Robinson. "EORN has extensive regional experience and technical knowledge it can bring to member municipalities to help them navigate the process."

- 30 -

For more information, please contact:

EOWC Communications, info@eowc.org

Debbie Robinson, Chair, warden@countyofrenfrew.on.ca

Liz Daniels, Vice-Chair, ldanielsen@algonquinhighlands.ca

Paul Moreau, Secretary-Treasurer, PMoreau@countyofrenfrew.on.ca

United Townships of Head, Clara & Maria Council

Report to Council

Type of Report									
Meeting Date	Thursday, January 21, 2021				Report Date	Wednesday, January 13, 2021			
Decision Required		Yes	X	No	Priority		High	X	Low
Direction		Information Only		X	Type of Meeting	X	Open		Closed
Report #21/01/21/901 – Clerk-Treasurer Report to Council									

Subject: Clerk-Treasure Report to Council

Updates:

1. PWAC Recommendations regarding road maintenance

- A request for feedback/advice has been sent to our municipal solicitor and insurance company. To date we have received a response from our insurance company, however no response has been received from our solicitor.
- Feedback on impact to property assessment has been sought from MPAC.
- All information will be provided in one report, once all consulted agencies have responded.

2. Provincial Emergency Declaration/Stay at Home Order

- In response to the provincial emergency declaration and “Stay at Home” order, which came into effect on January 14th, 2020, the municipal office has closed to the public.
- Administrative staff are working from home and alternating attendance in the office to see to treasury activities. The voice mail and regular mail are being checked on a regular basis.
- At this time, there is no impact or disruption to public works (roads and waste management) services.

3. Budget

- Budget preparation is underway. A draft budget will be presented at the regular meeting of Council in February.



THE CORPORATION OF THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA

Procedural By-Law #2021-01

BEING a by-law to establish rules governing the proceedings of Council, the calling of Meetings and the conduct of Members, Staff and the Public.

SHORT TITLE – This By-Law may be cited as the “Procedural By-Law.”

WHEREAS a Municipality is a level of government and requires formality and procedures in Meetings so that clear, informed written decisions, direction, Resolutions and by-laws can be both adopted and implemented.

AND WHEREAS Council, pursuant to section 238 of the Municipal Act, 2001, is required to establish the procedures governing the Meetings of Council and Committees, the conduct of its Members and the calling of Meetings.

AND WHEREAS Council must adopt by by-law, the procedures which address the rules of order which shall be observed in all proceedings of Council, Committees of Council and Local Boards unless specifically provided otherwise.

NOW THEREFORE the Council of the Corporation of the United Townships of Head, Clara & Maria enacts as follows:

Preamble

In addition to this By-Law, Members of Council are governed by the following documents and legislation:

- *Municipal Act, 2001*
- *Municipal Conflict of Interest Act*
- Municipal Code of Conduct
- *Municipal Elections Act*
- *Municipal Freedom of Information and Protection of Privacy Act*
- *Accessibility for Ontarians with Disabilities Act*
- *Occupational Health and Safety Act*
- Harassment, Bullying and Workplace Violence Policy
- Staff Council Relations Policy
- *Planning Act*
- Accountability and Transparency, By-Law 2009-10
- Policy and Guidelines for Compensation for Travel & Mileage – Employees and Council Members
- Council Honorarium, By-Law 2020-01

Members of council shall be familiar with the above-noted documents and legislation and shall rely upon them when making decisions and exercising their powers.

1.	DEFINITIONS.....	4
1.1	AD-HOC COMMITTEE.....	4
1.2	AGENDA	4
1.3	CHAIR	4
1.4	CLERK	4
1.5	COMMITTEE OF THE WHOLE.....	4
1.6	COUNCIL.....	4
1.7	COUNCIL PACKAGE	4
1.8	CLOSED MEETING.....	4
1.9	DEPUTY MAYOR.....	4
1.10	ELECTRONIC MEETING	4
1.11	EMERGENCY MEETING.....	4
1.12	EX OFFICIO.....	5
1.13	HEAD OF COUNCIL	5
1.14	LOCAL BOARD.....	5
1.15	MEETING	5
1.16	MEMBER	5
1.17	MOTION.....	5
1.18	MOTION TO AMEND	5
1.19	MUNICIPAL ACT	5
1.20	MUNICIPALITY	5
1.21	NOTICE OF MOTION.....	5
1.22	OFFICERS	5
1.23	ORDER OF BUSINESS	6
1.24	POINT OF PROCEDURE	6
1.25	PRESENTATION/DEPUTATION.....	6
1.26	QUORUM.....	6
1.27	RECORDED VOTE	6
1.28	REGULAR MEETING.....	6
1.29	REPORT	6
1.30	RESOLUTION.....	6
1.31	SPECIAL MEETING.....	6
1.32	STANDING COMMITTEE	6
1.33	UNFINISHED BUSINESS.....	6
1.34	URGENT	7
2.	GENERAL MEETING RULES	7
2.1.	RULES – TO BE OBSERVED AT ALL TIME	7
2.2.	SUSPENDING PROCEDURAL BY-LAW	7
2.3.	MAYOR	7
2.4.	ABSENCE OF MAYOR	7
2.5.	ABSENCE OF DEPUTY MAYOR	7
2.6.	MEETING LOCATION	7
2.7.	CLERK.....	7
2.8.	QUORUM.....	8
2.9.	MINUTES	8
2.10.	ARRIVING LATE/LEAVING EARLY	8
2.11.	STAFF ATTENDANCE	8
2.12.	DECLARATIONS OF CONFLICT OF INTEREST	8
2.13.	RULES OF DEBATE.....	9
2.14.	CONDUCT	10
2.15.	QUESTIONS DURING DEBATE.....	11
2.16.	POINTS OF PROCEDURE.....	11
2.17.	VOTING – GENERAL	12
2.18.	CORRECTIONS	12
2.19.	AMENDMENTS	12
2.20.	VOTING – RECONSIDERATIONS.....	13
3.	ROLES AND RESPONSIBILITIES	13
3.1	HEAD OF COUNCIL (MUNICIPAL ACT, s.225).....	13
3.2	CHAIR	14
3.3	DEPUTY HEAD OF COUNCIL (MUNICIPAL ACT, s.242)	14
3.4	COUNCIL (MUNICIPAL ACT, s.224)	15
3.5	CLERK-TREASURER (MUNICIPAL ACT, s.228)	15
3.6	STAFF (MUNICIPAL ACT, s.227)	15
3.7	MEMBERS OF THE PUBLIC	15
4.	MEETINGS	15

4.1.	FIRST MEETING	16
4.2.	REGULAR MEETINGS	16
4.3.	SPECIAL MEETINGS	16
4.4.	EMERGENCY MEETINGS	16
4.5.	CLOSED MEETINGS	16
4.6.	PERMISSIVE CLOSED MEETINGS.....	17
4.7.	MANDATORY CLOSED MEETING	17
4.8.	CANCELLED MEETINGS	18
5.	NOTICE OF MEETINGS.....	18
5.1.	ANNUAL SCHEDULE OF MEETINGS	18
6.	AGENDA	19
6.1.	AGENDA	19
6.2.	CLOSED MEETING AGENDA	20
6.3.	ADJOURNMENT	20
6.4.	CURFEW	20
6.5.	COMMITTEES/APPOINTMENTS.....	20
6.6.	AMENDMENT	20
6.7.	MANDATORY REVIEW.....	20
6.8.	REPEAL – ENACTMENT.....	20
7.	SCHEDULES TO THE BY-LAW	21

1. Definitions

1.1 *Ad-Hoc Committee*

“Ad-Hoc Committee” means a committee to advise council or staff on a specific issue or project. An Ad-Hoc committee shall be governed by clear terms of reference, set out in a Resolution or By-Law which includes language indicating when the committee will cease to exist. At least 50 per cent of the members are also members of one or more councils or local boards.

1.2 *Agenda*

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

1.3 *Chair*

“Chair” means the person presiding at a meeting.

1.4 *Clerk*

“Clerk” means the person appointed by the municipality pursuant to section 228 of the Municipal Act, and other relevant legislation.

1.5 *Committee of the Whole*

“Committee of the Whole” means a Committee of all Members of Council.

1.6 *Council*

“Council” mean the elected Members of the Municipal Council.

1.7 *Council Package*

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

1.8 *Closed Meeting*

“Closed Meeting” means a Member of Council or committee that is not open to the public pursuant to Section 239 of the Municipal Act or other legislation.

1.9 *Deputy Mayor*

“Deputy Mayor” means a Member of Council appointed, in accordance with the Municipality’s policies, to act in place of the Mayor when the Mayor is absent.

1.10 *Electronic Meeting*

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

1.11 *Emergency Meeting*

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

1.12 Ex Officio

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

1.13 Head of Council

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

1.14 Local Board

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

1.15 Meeting

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

1.16 Member

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

1.17 Motion

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

1.18 Motion to Amend

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

1.19 Municipal Act

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

1.20 Municipality

“Municipality” means the Municipal Corporation of the United Townships of Head, Clara & Maria.

1.21 Notice of Motion

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

1.22 Officers

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

1.23 Order of Business

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

1.24 Point of Procedure

“Point of Procedure” is a verbal statement made by a Member to the Chair when the Member believes there has been a contravention of the rules laid out in the procedural By-Law.

1.25 Presentation/Deputation

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

1.26 Quorum

“Quorum” means a majority of Members of Council or Committee.

1.27 Recorded Vote

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

1.28 Regular Meeting

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

1.29 Report

“Report” means a written or other Report from the Clerk-Treasurer, Department Heads, Staff or committee which is approved by the Clerk-Treasurer.

1.30 Resolution

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

1.31 Special Meeting

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

1.32 Standing Committee

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

1.33 Unfinished Business

“Unfinished Business” means matters listed in the Agenda which have not been dealt with in their entirety at a previous Meeting.

1.34 Urgent

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

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

2. General Meeting Rules

2.1. Rules – to be observed at all time

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

2.2. Suspending Procedural By-Law

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

2.3. Mayor

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

2.4. Absence of Mayor

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

2.5. Absence of Deputy Mayor

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

2.6. Meeting Location

Unless otherwise authorized by Council, all Meetings of Council shall be held in the Council Chambers, at the Municipal Hall, located at 15 Township Hall Road, Stonecliffe, Ontario.

During emergencies declared locally or provincially under the Emergency Management and Civil Protection Act, all members may participate electronically and any member participating electronically may be counted in determining whether or not a quorum of members is present at any time during the meeting.

2.7. Clerk

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

2.8. Quorum

Quorum must be present at all Meetings.

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

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

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

2.9. Minutes

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

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

2.10. Arriving Late/Leaving Early

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

2.11. Staff Attendance

Staff have a statutory duty to provide advice to Council. As such, staff, and particularly Officers and Department Heads, are expected to attend Council Meetings and to provide advice on a regular basis. Staff and officers shall attend Meetings of Council when required by the Clerk-Treasurer.

2.12. Declarations of Conflict of Interest

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

- a) Shall, prior to any consideration of the matter at the meeting, disclose the interest and the general nature thereof;

- b) Shall not take part in the discussion of, or vote on any questions in respect of the matter; and
- c) Shall not attempt in any way whether before, during or after the meeting to influence the voting on any such question.
- d) Provide a written statement of the interest and its general nature to the Clerk-Treasurer in advance.

If the Member is not at a Meeting where a matter in which they have a conflict of interest was discussed, they must declare the conflict at the next Meeting and complete the written statement. Alternatively, if the Member knows they will not be at the Meeting where they have a conflict of interest in an item Council will consider, they can advise the Clerk-Treasurer prior to the Meeting.

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

2.13. Rules of Debate

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

All agenda items to be discussed are to proceed by Motion.

Each motion requires a moving Member and a seconding Member. If no Member agrees to move or second the Motion, the item will be struck from the agenda and will not be subject to debate.

The Chair or Clerk-Treasurer will read the Motion or question.

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

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

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

After being recognized by the Chair, every Member shall respectfully acknowledge the Chair before speaking on any matter.

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

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

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

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

A Motion may be withdrawn at any time prior to the vote thereon with the consent of the majority of Members present.

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

- a) To refer the matter to a certain body;

- b) To amend the Motion;
- c) To defer the Motion;
- d) To adjourn the Meeting
- e) That the vote be taken

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

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

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

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

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

2.14. Conduct

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

No Member shall:

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

At meeting, no person shall;

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

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

No persons, except Members, the Clerk-Treasurer or the Secretary of a Committee, may approach Members without permission from the Chair. No person shall speak aloud at a Meeting or address Members without first receiving permission from the Chair. All remarks shall be addressed to the Chair. Members of the Public will not routinely be recognized unless:

- a) Consent is given by a majority of Council; and
- b) The Member(s) of the public are speaking to an item on the agenda

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

2.15. *Questions during Debate*

A Member may, through the Chair, ask a question arising out of or request an explanation of the previous speaker's remarks. A Member may, through the Chair, ask questions during the discussion on any item on the Agenda and ask questions on the item to any staff of the Municipality in attendance at the Meeting. Any Member may, at any time during the debate, request that a Motion under discussion be read by the Chair. A Member may only make such a request once and may not interrupt another Member while they are speaking.

2.16. *Points of Procedure*

When a Member believes there is a violation of this By-Law, the Member shall state that they wish to raise a Point of Procedure. This can only be raised during the Meeting. Upon raising the point of Procedure, a Member shall explain the violation of the rules and the Chair shall rule upon the Point of Procedure. Once the Point of Procedure has been dealt with, the debate shall resume, unless the ruling has changed this procedure. Any Member may appeal a ruling of the Chair by announcing their appeal to the Members. An appeal must be made immediately following the Chair's ruling. If the appeal is not made immediately, the Chair's ruling shall be final. Upon appeal, the Member shall state the reason for the appeal. The Chair may then indicate why the appeal should be rejected. Without debate on the appeal, the Members, apart from the Members making the appeal and the Chair, shall vote on the appeal. If the appeal is upheld by the majority of voting Members, the chair shall change his or her ruling accordingly; if the appeal is rejected then ruling stands. No member shall disobey the rules of Council or a decision of the Mayor, Chair or Council on question of order or procedure or an interpretation of the rules of Council. Where a person (including a Member) has been warned about misconduct and has continued the conduct, the Chair may recess or adjourn the Meeting without any Motion to do so until such time as the person has left the Meeting room.

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

2.17. *Voting – General*

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

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

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

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

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

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

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

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

During emergencies declared locally or provincially under the Emergency Management and Civil Protection Act, a recorded vote is not necessary unless requested by a member of Council.

2.18. *Corrections*

A Motion containing a minor or typographic error may be corrected on the request of the mover and seconder and the correction shall be made in writing on the face of the Motion.

2.19. *Amendments*

The following rules shall apply to amendments to Motions:

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

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

2.20. Voting – Reconsiderations

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

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

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

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

3. Roles and Responsibilities

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

It is the role of the Head of Council to:

- a) Act as Chief Executive Officer (“CEO”) of the Municipality
- b) Preside over Council Meetings so that its business can be carried out efficiently and effectively;
- c) Assign the seating arrangement in Council Chambers for all members prior to the First Meeting of Council;

- d) Provide leadership to Council
- e) Provide information and recommendation to Council with respect to the role of Council.
- f) Represent the Municipality at official functions;
- g) Uphold and promote the purposes of the Municipality;
- h) Promote public involvement in the Municipality activities;
- i) Act as the representative of the Municipality both within and outside the Municipality and promote the municipality locally, nationally and internationally;
- j) Participate in and foster activities that enhance the economic, social and environmental well-being of the Municipality and its residents; and
- k) Carry out duties prescribed by the municipal Act;
- l) During emergencies declared locally or provincially under the Emergency Management and Civil Protection Act, the Mayor can preside over and chair the meeting by Alternative Means.

3.2 Chair

It is the role of the Chair to:

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

3.3 Deputy Head of Council (Municipal Act, s.242)

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

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

3.4 Council (Municipal Act, s.224)

It is the role of Council to:

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

3.5 Clerk-Treasurer (Municipal Act, s.228)

It is the duty of the Clerk-Treasurer to:

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

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

3.6 Staff (Municipal Act, s.227)

It is the duty of Staff to:

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

3.7 Members of the Public

It is the role of Members of the Public to:

- a) Attend Meetings which are open to the public;
- b) Follow the rules of order, polite conduct and decorum;
- c) Provide input and information to Council only at Meetings, or portions of Meetings specifically designed for public engagement and in a manner dictated by Council (e.g. writing, in person, electronic, etc.)

4. Meetings

4.1. First Meeting

The First Meeting of the newly elected or acclaimed Council after a regular election shall be held on the first Thursday in December at 1:00 PM

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

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

4.2. Regular Meetings

Time and Place. Regular Meetings shall be held on the third Thursday of each month at 1:00 PM, with the exception of the August meeting being held on the third Saturday at 1:00 PM. There are no meetings in July.

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

4.3. Special Meetings

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

The Head of Council. The Head of Council may, at any time, summon a Special Meeting by providing a Notice of the Meeting to Members twenty-four (24) hours before the Meeting.

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

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

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

4.4. Emergency Meetings

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

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

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

Quorum is still required at an Emergency Meeting.

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

4.5. Closed Meetings

A Closed Meeting is a Meeting, or a portion of a Meeting, that is not opened to the public.

No Member, Officer or employee shall disclose the subject matter or deliberation of a Closed Meeting, unless expressly authorized to do so by Council or the Committee.

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

- a) That the Meeting is adjourned the Chair shall report to the public;
- b) The general nature of the matters dealt with in the Closed Meeting.

4.6. *Permissive Closed Meetings.*

A Meeting may be closed where the matter to be discussed is, as contemplated in Section 239(2) of the Municipal Act, as follows;

- a) The security of the property of the Municipality or Local Board;
- b) Personal matters about an identifiable individual, including municipal or Local Board employees;
- c) A Proposed or pending acquisition or disposition of land by the Municipality or Local Board;
- d) Labour relations or employee negotiations;
- e) Litigation or potential litigation, including matters before administrative tribunals, affecting the Municipality or Local Board;
- f) Advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- g) A matter in respect of which a council board, committee or other body may hold a Closed Meeting under another Act;
- h) Information explicitly supplied in confidence to the Municipal or Local Board by Canada, a province or territory or a crown agency of any of them;
- i) A trade secret or scientific, technical, commercial, financial or labour relation information, supplied in confidence to the Municipality or Local Board, Which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;
- j) A trade secret or scientific, technical, commercial or financial information that belong to the Municipality or Local Board and has monetary value or potential monetary value; or
- k) A position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the Municipality or Local Board.

A meeting may be closed if the Meeting is held for the purpose of educating or training the Members and at the Meeting no Member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the Council, Local Board or Committee.

4.7. *Mandatory Closed Meeting*

A Meeting must be closed if the subject matter being considered is, as detailed in Section 289(8) of the Municipal Act, as follows:

- a) A request under the Municipal Freedom of Information and Protection of Privacy Act, If the council, Board, Commission or other body is the head of an institution for the purposes of that Act;

- b) An ongoing investigation respecting a Municipality, a Local Board or a municipally controlled corporation by the Ombudsman appointed under the Ombudsman Act, an Ombudsman referred to in Subsection 223.13 (1) of the Municipal Act.

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

4.8. Cancelled Meetings

A Meeting may be cancelled by the Head of Council, in consultation with the Clerk-Treasurer, in the following instances:

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

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

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

The Clerk-Treasurer will attempt to notify all Members and the appropriate staff about the cancelled Meeting in the most expedient manner available and as soon as possible. The Clerk-Treasurer shall make a reasonable effort to advertise to the public that the Meeting has been cancelled.

5. Notice of Meetings

5.1. Annual Schedule of Meetings

The Clerk-Treasurer shall, by December 31st of each calendar year, submit a schedule of the upcoming Regular Meeting for each Council year for consideration and adoption by Council.

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

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

The Clerk-Treasurer may amend the schedule from time to time with the direction of Council to reflect scheduling conflicts and holidays. The Clerk-Treasurer's amendments shall be circulated to all members and will be posted on the Municipal website as soon as possible after the amendments are made. The Clerk shall give at least twenty-four (24) hours' notice to the public of all Special Meetings and Committee Meetings unless the time for notice is waived

unanimously by Members who are in attendance at the Special Meeting or Committee Meeting.

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

Nothing in this Procedural By-Law prevents the Clerk-Treasurer from using more comprehensive methods of notice or providing for a long notice period. Lack of receipt of notice or failure to comply with the notice provision of this Procedural By-Law shall not invalidate the Meeting or any decision of Council of the Committee made at the Meeting.

6. Agenda

6.1. Agenda

It shall be the duty of be the Clerk-Treasurer to prepare the Agenda of all Meetings in consultation with the Mayor. Where there is a dispute about including or excluding an item from the Agenda, the Clerk-Treasurer's decision shall be final.

All Council Agendas shall be prepared by the Clerk-Treasurer in writing and shall be in accordance with the attached Schedule B.

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

Item on the Agenda, but not dealt with at the Meeting, will be placed on the next Regular Meeting Agenda under "Unfinished Business" unless set to a subsequent Meeting by Resolution of the Members present.

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

All items to be included on the Agenda will be provided to Clerk-Treasurer by Members, Staff or the Public no later than ten (10) calendar days before the Meeting. Reports for a Meeting will be finalized and filed with the Clerk-Treasurer no later than seven (7) calendar days before the Meeting.

Reports to Council shall be in the standard form set out in Schedule C.

Members wishing to have a matter placed on the Agenda will provide the Clerk-Treasurer with a completed form provided hereto at Schedule D.

Individuals or Bodies wishing to have a matter placed on the Agenda will provide the Clerk-Treasurer with a complete form as shown in Schedule E to this By-Law.

The Mayor and Clerk-Treasurer may decline to add items and/or Reports to an Agenda. Reasons to decline, but are not limited to the following:

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

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

Council Packages will be provided to Council no later than five (5) calendar days before the Meeting.

6.2. Closed Meeting Agenda

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

6.3. Adjournment

A Motion to adjourn does not need a seconding Member.

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

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

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

6.4. Curfew

Meetings shall be automatically adjourned at 5:00p.m. Unless otherwise determined by Resolution passed by a majority of the Members present.

6.5. Committees/Appointments

Committees and Appointments will be governed as per **Policy/Schedule F**.

6.6. Amendment

Any provision contained in this By-Law may be repealed, amended or varied and additions may be made to this By-Law by a majority vote, provided that no motion for additions may be made to this By-Law by a majority vote, provided that no Motion that purpose may be considered unless notice thereof had been given in accordance with the Municipality's Notice By- Law.

6.7. Mandatory Review

This By-Law shall have a mandatory review on a regular basis and upon election of a new council.

6.8. Repeal – Enactment

That By-Law 2019-09 and amendments thereto be and are hereby repealed.

This By-Law comes into force and takes effect on the date of enactment.

Read a first and second time this ____ day of _____, 2019.

7. Schedules to the By-Law

Schedule A- Conflict of Interest

Schedule B- Agenda and Consent Agenda

Schedule C- Reports

Schedule D- Member Request for Item to be added to the Agenda (Standard Forms)

Schedule E- Form for Individuals or Bodies to put Matters on the Agenda.

Schedule F- List of Committees/ Appointments

Schedule A – Conflict of Interest



THE CORPORATION OF THE UNITED TOWNSHIPS OF
HEAD, CLARA & MARIA

15 Township Hall Road
STONECLIFFE, ONTARIO, K0J 2K0

Phone: (613)586-2526 | Fax: (613)586-2596 | Email: clerk@headclaramaria.ca

Municipal Conflict of Interest Act

Please complete this form in its entirety and read the statement at the Council table when the Chair reads agenda item #4 "Disclosure of Pecuniary Interest and General Nature Thereof". This form is to then be submitted to the Clerk-Treasurer for record keeping purposes.

For the Municipal Council/Committee meeting held on: _____

I, Councillor _____, hereby declare a potential (deemed/direct/indirect) pecuniary interest on Council/Committee Agenda item number ____, Report # _____, concerning _____ for the following reasons:

HCM Mission: At your service; working effectively to bring together people, partnerships and potential for a strong, connected community.

HCM Vision: Providing a healthy, connected, and sustainable community teeming with possibilities for our citizens now and into the future.

Schedule B – Agenda



THE CORPORATION of the UNITED TOWNSHIPS of HEAD, CLARA & MARIA

AGENDA

Date and Time

1. Call to Order and Moment of Silence
Let us take a moment of silent reflection to contemplate in our own way the responsibility we have to collectively use our skills and experience to ensure the mutual long term benefit of our Municipality and those we represent.
2. Roll Call
3. Recital of the Municipal Mission and Vision Statements
4. Disclosure of Pecuniary interest & General Nature Thereof
5. Deputations/Presentations
6. Adoption of Minutes of previous meeting
 - Council Minutes
 - i.
 - Library Board Minutes
 - i.
 - Recreation Committee Minutes – none
 - i.
 - Public Works Advisory Committee Minutes
 - i.
7. Petitions and Correspondence
Information Only – (Please advise if you feel any item warrants further consideration)
8. Mayor's Report
9. Staff Reports
10. Financial Reports
11. Unfinished Business
12. Addendum (New Business)
13. Notice of Motion
14. By-Laws
15. Closed
16. Questions and Answers
17. Confirmation of Proceedings By-law # _____
18. Adjournment

Note* Alternate formats and communication supports are available on request.

HCM Mission: **At your service; working effectively to bring together people, partnerships and potential for a strong, connected community.**

HCM Vision: **Providing a healthy, connected, and sustainable community teeming with possibilities for our citizens now and into the future.**

Schedule C – Report Template

United Townships of Head, Clara & Maria Council
Report to Council

Type of Decision									
Meeting Date					Report Date				
Decision Required		Yes		No	Priority		High		Low
Direction		Information Only			Type of Meeting		Open		Closed
Report #									

Subject:

Recommendation:

Background/Executive Summary:

Financial Considerations/Budget Impact:

Policy Impact:

Connection to Strategic Plan:

Enclosures:

Approved and Recommended by the Clerk
Clerk/Treasurer

**Schedule D – Member Request for Item to be
Added to Agenda**



THE CORPORATION OF THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA

Date:

Resolution No.:

Moved by:

Seconded by:

WHEREAS

AND WHEREAS

BE IT RESOLVED THAT

Carried _____ Defeated _____ Mayor _____

Schedule E – Deputation Request



THE CORPORATION OF THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA

15 Township Hall Road
STONECLIFFE, ONTARIO, K0J 2K0

Phone: (613) 586-2526 | Fax: (613) 586-2596 | E-mail: clerk@headclaramaria.ca

REQUEST FOR DEPUTATION

Person Requesting a Deputation: _____

Organization (if applicable): _____

Contact Information: Tel # _____ Email : _____

Meeting Date Requested: _____

Subject Matter: _____

Brief Description of Purpose of Deputation: _____

Have you been in contact with a member of staff with regard to this matter?

Yes ☐ No ☐ If Yes, provide name: _____

I will have a presentation ...

For Handout at Meeting * Yes ☐ No ☐

PowerPoint ** Yes ☐ No ☐

(I will require use of a _____ computer, _____ projector, and _____ screen.)

* Handouts require six (6) copies to be provided to the Clerk **prior** to the meeting.

** PowerPoint is to be e-mailed to the Clerk's Office no later than 12:00 Noon on the Friday **prior** to the meeting. Any speaking notes should be provided to Council for its record.

Schedule F – List of Committees

List of Council Committees :

United Townships of Head, Clara & Maria Council

Report to Council

Type of Report									
Meeting Date	Thursday, January 21, 2021				Report Date	Wednesday, January 13, 2021			
Decision Required	X	Yes		No	Priority	X	High		Low
Direction	X	Information Only			Type of Meeting	X	Open		Closed
Report #21/01/21/1102 – Boat Launch Tenders									

Subject: Boat Launch Tenders

Recommendation: That council provide approval for the Clerk-Treasurer to proceed with the tender process for the work that is required at Mackey, Stonecliffe and Deux Rivieres boat launches.

Background/Executive Summary:

After a tender process last year, the tender to complete the work at Mackey and Deux Rivieres boat launch was awarded to Mackey Construction. There was no successful tender submission for the work at Stonecliffe boat launch.

However, due to a combination of events last year, including extended wait periods for ministry approvals to complete the work near water, and restrictions on nonessential construction projects due to COVID-19, the township was unable to complete the planned work on the boat launches.

This work was to be done using a Main Street Revitalization grant. An extension was already granted to allow this work to be completed in Spring 2020. However, due to COVID, we have been given one more extension to use these funds. AMO has been clear that no further extension will be given.

Due to the short timeline to complete this work while water levels are low, this tender will have to go out for publication as quickly as possible to allow for sufficient procurement cycle time.

Financial Considerations/Budget Impact:

Potential to lose Main Street Revitalization grant for ~\$37,000 if we are unable to complete approved work before deadline.

Enclosures:

1. Tender 2021-01 Mackey and Deux Rivieres Boat Launch Repairs
2. Tender 2021-02 Stonecliffe Boat Launch Repairs

Approved and Recommended by the Clerk

Charlotte Toope,
Clerk/Treasurer

THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA



Mackey and Deux Rivières Boat Launch Repair REQUEST FOR TENDER DOCUMENTS RfT 2021-01

Sealed tenders will be received at: The Township Office
15 Township Hall Road
Stonecliffe, Ontario, K0J 2K0

Tender Closing Date: _____

Once signed, this document becomes the official tender and once accepted by Council/Staff, becomes part of the Agreement. The lowest or any tender will not necessarily be accepted.

TABLE OF CONTENTS

Request for Tender Documents	1
Table of Contents	2
Tender Document Instructions.....	3
1.0 Interpretation.....	3
2.0 General	3
3.0 Alterations or Withdrawal of Tenders	5
4.0 Unbalanced Tenders and Discrepancies	5
5.0 Acceptance or Rejection of Tenders	5
6.0 Agreement Award Procedures	5
7.0 Tender Opening	6
8.0 Requirement at Time of Execution	6
Form of Tender Documents	8
1.0 Bidder's Check List.....	9
2.0 Form of Tender - Identification.....	10
3.0 Form of Tender – Total Bid	11
4.0 Tender Summary.....	12
5.0 Contractor's Tender Statement	14
6.0 Attestation	16
Schedule “A”- Summary of Experience in Similar Jobs	17
Schedule “B” – Qualifications of Staff in this Job	17
Schedule “C”- Proposed Construction Equipment	18
Schedule “D” – List of Proposed Sub-Contractors	19
Tender Submission Signature Page	20
Statutory Declaration re: Tender	21

TENDER DOCUMENT INSTRUCTIONS

1.0 INTERPRETATION

- 1.1 “addendum” includes all additions, modifications, changes or deletions to the original tender or contract documents and will be forwarded to each firm or individual who is in receipt of a tender document package.
- 1.2 “contract documents” or “tender documents” include all pages of this tender package in addition to the contract documents attached.
- 1.3 “non-qualified agreement” means an agreement which is not tendered in accordance with the Township’s qualification procedures.
- 1.4 “tenderer” or “bidder” means the applicant completing this tender for consideration by the Municipality.
- 1.5 “Township” or “Municipality” or “Owner” means the municipality of the Corporation of the United Townships of Head, Clara & Maria.

2.0 GENERAL

- 2.1 Contact for the Municipality of the United Townships of Head, Clara & Maria is Charlotte Toope, Acting Clerk/Treasurer (613) 586-2526, fax (613) 586-2596, email clerk@headclaramaria.ca. Any inquiries regarding the interpretation of the plans or specifications shall be directed to Ms. Toope.
- 2.2 The tender documents must be received by the Municipality by 12:00 h on the closing date, _____. Under no circumstances will Tenders be considered which are received after the local time on the advertised closing date for Tender; or, are not accompanied by a Tender Deposit in the amount specified.
- 2.3 All entries in the tender shall be clear, legible, and made in ink. All items shall be addressed according to instructions in the tender and Agreement documents, with entries made for all pricing as appropriate.
- 2.4 All items must be bid unless the tender specifically permits otherwise, with the price for every item and other entries clearly shown.
- 2.5 Tenders which are incomplete, conditional, illegible, and obscure or have reservations, erasures, alterations, additions or irregularities of any kind may be rejected.

- 2.6 Each Tender shall state the Fixed Price/prices for which the Tenderer will undertake to carry out all the work as described and/or shown in/on the Tender Documents.
- 2.7 All prices (unless otherwise specifically requested in the Tender Documents) shall be "Work Completed" prices, and shall be understood to include all materials, labour and other expenses including all Sales Taxes, fees, insurance, compensation and other items required by governing regulations, as well as overhead and profit for the work concerned. Unit prices shall apply to additions to or deductions from the Contract as directed by the Municipality.
- 2.8 The tender form must be signed, where indicated, by an authorized official of the Company or the Contractor, if a sole proprietorship, and delivered to the office in a sealed envelope clearly marked as to contents.
- 2.9 Limited liability companies should affix their corporate seal, over the signature or signatures of authorized signing officer or officers.
- 2.10 Faxed tender submissions will be rejected as they do not meet confidentiality or signature requirements.
- 2.11 Any proprietary or confidential information should be clearly identified as such and the desired treatment specified.

3.0 ALTERATIONS OR WITHDRAWAL OF TENDERS

- 3.1 A tender may be altered by submitting another tender at any time up to the specified time and date for tender closing. The last tender received shall supersede and invalidate all tenders previously submitted by the applicant for that Agreement.
- 3.2 The applicant may withdraw the tender at any time up to the specified time and date for tender closing by submitting a letter bearing the bidder's signature to the Clerk. Due to security, facsimile transmissions or telephone calls will not be accepted.
- 3.3 Bidders are to refer to the standard terms and conditions herein. Your tender and any resultant purchase will be based on these terms and conditions unless otherwise agreed to in writing.

4.0 UNBALANCED TENDERS AND DISCREPANCIES

- 4.1 Where obvious omissions or errors have occurred, municipal staff will

correct mathematical discrepancies by appropriate means to arrive at an accurate total tender price.

- 4.2 Each item in the Tender Form shall be a reasonable price for such item. Under no circumstances will an unbalanced tender be considered. The Municipality will be the judge of such matters, and should any tender be considered to be unbalanced, then it will be rejected.
- 4.3 Applicants whose bids have been rejected by the Municipality will normally be notified via mail within ten (10) business days.

5.0 ACCEPTANCE OR REJECTION OF TENDERS

- 5.1 The Municipality reserves the right to reject any or all tenders and to waive formalities as the interest of the Municipality may require without explanation, **therefore, the lowest or any tender may not necessarily be accepted.** Such circumstances may include, but are not limited to, the quote on all tenders received, being in excess of the anticipated Municipal budget resulting in lack of funds to complete the project.
- 5.2 The Municipality reserves the right to reject any tenders from any bidder, who in the Municipality's reasonable opinion, is deemed incapable of providing the necessary labour, material, equipment, financing and management of resources to perform the work in a satisfactory manner within the specified time frame.
- 5.3 The Municipality is not liable for any costs, expenses, losses or damages incurred, sustained or suffered by any applicant prior, or subsequent to, or by reason of the acceptance or non-acceptance by the Municipality of any tender, or by reason of any delay in the acceptance of a tender, except as provided in the tender documents.
- 5.4 The tender shall be irrevocable for a period of thirty (30) business days following the date of tender closing.

6.0 AGREEMENT AWARD PROCEDURES

- 6.1 The Municipality will notify the successful bidder that the bid has been accepted within thirty (30) days of the tender closing.
- 6.2 Notice of acceptance of tender will be by fax or email.
- 6.3 The successful bidder may commence work at the site immediately upon notification from the Clerk that work may begin, pending

appropriate permit approvals and must commence work within 15 days of receipt of same.

6.4 Failure by the successful bidder to meet the above requirements will entitle the Municipality to cancel the award of the contract.

6.5 The Municipality may then award the Contract to one of the other bidders, or take such action as it chooses.

7.0 TENDER OPENING

7.1 Tenders shall be opened at the Municipal office at 12:15 p.m. on the same day that the tender closes. The Total tender price only in the Form of Tender shall be announced for each tender opened.

7.2 No announcement concerning the successful Tender shall be made until a complete tender report and analysis is completed by staff and if applicable (as per our Procurement By-Law), approved by Council.

8.0 REQUIREMENTS AT TIME OF EXECUTION

8.1 The successful bidder is required to submit the following documentation, at his or her own expense, in a form satisfactory to the Municipality, for execution within ten (10) working days after being notified to do so in writing.

8.1.1 Insurance Documents (Valid Certificate of Insurance)

8.1.2 Letter of Good Standing with the Workplace Safety and Insurance Board (WSIB).

8.1.3 A declaration that all assessments or compensations payable to the appropriate authorities (employee remittances) have been made.

8.2 Upon acceptance of tender by the Municipality, the successful bidder shall submit properly executed Certificates of Liability and All Risk Insurance, and all other documents as requested.

EXTERIOR COMMUNITY CENTRE UPGRADES - FORM OF TENDER DOCUMENTS

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THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA



Mackey and Deux Rivières
Boat Launch Repair
FORM of TENDER DOCUMENTS
RfT 2021-01

Sealed tenders will be received at: The Township Office
15 Township Hall Road
Stonecliffe, Ontario, K0J 2K0

Tender closing Date: _____ @ 12:00 h,
Once signed, this document becomes the official tender and once accepted by Council/Staff,
becomes part of the Agreement. The lowest or any tender will not necessarily be accepted.

Name of firm or individual (hereafter referred to as the "Contractor")

Address

Name of person with signing authority (printed and signed)

Office of person signing for firm

Phone number

Fax number

Other

BIDDER CHECK LIST

(to be enclosed in the Tender envelope)

Before sealing envelope and submitting bid, please ensure that the following has been completed:

- 1.0 Tender has been signed. _____
- 2.0 Seal been affixed. _____
- 3.0 The complete written Form of Tender has been enclosed. _____
- 4.0 All copies of addenda (if applicable) have been signed and enclosed. _____
- 5.0 Signed copy of Bidder's Check List has been enclosed. _____

The tender will not be compliant and may be disqualified if **ANY** of the above points have not been complied with.

Make sure the envelope is clearly marked as to contents and is properly sealed prior to delivery.

Signature

Date

FORM OF TENDER - IDENTIFICATION

Tender submitted by _____ residing at (or place of
(name of tenderer)
business) _____ and
(home or business address)
_____ residing at (or place of business)
(name of partner, if applicable)
_____ comprising the firm
(home or business address)
of _____ a company duly
(company/firm name)
incorporated under the laws of _____ or being a
(province/country)
sole proprietor _____ and having its head office at
(business name)
_____ hereinafter called "the
(business address)
tenderer".

FORM OF TENDER – TOTAL BID

To: The United Townships of Head, Clara & Maria

I/We _____ have fully and carefully examined the locality and site of the proposed work, and all contract documents relating thereto, including: The Form of Agreement, The Tender Document Package, any addenda #_____,*, Information for Tenderer, General Contract Conditions, forms of Bonds, hereby tender and offer in accordance therewith to enter into a contract within the prescribed time to construct the said works in strict accordance with the contract schedule, contract documents, and such further detail drawings as may be supplied from time to time and to furnish all materials, labour, tools, plant, matters and things necessary therefore complete and ready for the use within the time specified for the sum of _____ dollars plus HST.

(\$_____ plus HST) or such other sum as may be ascertained in accordance with the contract.

GST/HST Registration Number _____

* Please insert any and all addenda that have been considered in coming to the total price.

TENDER SUMMARY

The preceding sum is comprised of the following:

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TENDER AMOUNT
1.	<p>Supply all material and labour to complete following scope of work at Mackey dock, located at 38920 Highway 17, Mackey, ON:</p> <ul style="list-style-type: none"> • Survey area to check existing elevations. Bid to lower the dock by 12". • Install a silt curtain at river front. • Remove concrete slab & 24" of existing crib material. • Replace with 12" of compacted Granular A. • Cut 12" off timber bin wall. • Install a 6" concrete slab 8' x 40' with ½" rebar at 12" centers and saw cut at 6' centers. Slope the concrete walkway to the dock. • Install boat bumpers on ramp side and end of dock. • Lengthen concrete ramp by 6' x 15' x 6" complete with reinforcing. • Lengthen ramp entrance 			

BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

	<p>by 14' x 15' x 6" concrete slab on compacted Granular A with ½" rebar at 12" centers.</p> <ul style="list-style-type: none"> • Rebuild crib (approx. size 38' x 8') • Remove existing concrete pad and pour new concrete pad with rebar at top of launching (15' x 15') 			
2.	<p>Supply all material and labour to complete following scope of work at Deux Rivieres boat launch, located at Dunlop Crescent, Deux Rivieres ON:</p> <ul style="list-style-type: none"> • Elevate one side of 30' dock and install required shims (blocking) on existing cribbing to level deck. • Fasten deck to cribbing. 			
3.	Contingency Allowance			\$1,000.00
TOTAL TENDER PRICE (EXCLUDING HST)				\$ + HST

ESTIMATED TOTAL COST OF LABOUR \$_____ + HST

ESTIMATED TOTAL COST OF MATERIALS \$_____ + HST

CONTRACTOR'S TENDER STATEMENT

The Tenderer agrees that, if this tender is accepted by the Owner:

- ◆ The Municipality shall have the right to choose the most beneficial/advantageous lump sum price tendered for this project.
- ◆ He will carry out any additional or extra work (including the supplying of additional materials or equipment pertaining thereto) or will delete any work as may be required by the Engineered drawings and the CBO/Municipality in accordance with the Contract;
- ◆ The carrying out of any work referred to in the proceeding paragraph or the issuance of a Contract Change Order relating to such work or the acceptance of such Contract Change Order shall not, except as expressly stated in such Contract Change Order, waive or impair any of the terms of the contract or of any contract change order previously issued by the Municipality or any of the rights of the Owner under the Contract;
- ◆ He will pay to the Owner (in addition to amounts payable by the Owner in respect of site supervision of the work) the sum specified in the Contract as liquidated damages for each calendar day that the work under the Contract as modified by all Contract Change Orders issued by the Municipality remains uncompleted after the expiry of the Time of Completion specified in the contract or the extended time for completion allowed in writing by the Municipality in agreement with the Contractor.
- ◆ The Tenderer recognizes and agrees to the right to reject any or all tenders in whole or in part or the contract or to accept the tender or parts thereof judged most satisfactory is expressly reserved by the United Townships of Head, Clara & Maria without liability on the parts of the Council, committee or any consultant. The lowest tender will not necessarily be accepted.
- ◆ Tenders which are incomplete, conditional or obscure, or which contain additions not called, for, erasure, alterations, or irregularities may be rejected as informal.
- ◆ The work will start on or around March 15, 2020, dependent upon permit approvals and provincial restrictions in place due to COVID-19.

- ◆ The entire project is to be Substantially Completed by May 15, 2021.
- ◆ The tender will be valid for a period of 30 days after the date of closing of Tenders – _____, but will likely be awarded by _____.
- ◆ The Tenderer agrees that he will furnish to the Owner copies of all Sub-Contractor Performance Bonds and Labour and Material Payment bonds forthwith upon execution of sub-contracts with his Owner approved sub-contractors.
- ◆ The Tenderer agrees that this tender is subject to a formal contract being prepared and executed.

ATTESTATION

My/Our signature below attests to the fact that this bid is prepared and submitted without collusion or deceit.

That I/we expressly warrant that the prices contained in this tender are quoted in utmost good faith on my/our part, without any collusive arrangements or agreement with any other person, partnership or corporation.

I/we expressly represent that I/we am not party or privy to any deceit intending to mislead the Municipality into accepting my/our tender as a truly competitive tender whether to the prejudice, injury or benefit of the Municipality.

I/We, by this tender, offer to complete this Agreement in accordance with the terms contained herein.

I/We have carefully examined the provisions, plans, specifications and general conditions of this Agreement and have carefully examined the site and locations of the work to be done. I/we understand and accept said provisions, plans, specifications and conditions.

For the prices set forth in this tender, I/we hereby offer to furnish all machinery, tools and materials, except as otherwise specified in the Agreement, to complete the work in strict accordance with the provisions, plans, specifications and general conditions referred to in the contract.

I/We agree to have the work completed within a time, to be known as the "time of Completion" in accordance with the project schedule from the date of the written order to commence work.

BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

SCHEDULE "A"

SUMMARY OF TENDERER'S EXPERIENCE IN SUCCESSFULLY COMPLETED SIMILAR PROJECTS

DESCRIPTION OF CONTRACT (PROVIDE AT LEAST 3 REFERENCES)	YEAR	PROPERTY OWNER	ENTITY/PERSON RESPONSIBLE FOR PROJECT

SCHEDULE "B"

QUALIFICATIONS OF TENDERER'S SENIOR SUPERVISORY STAFF
TO BE EMPLOYED IN THIS CONTRACT

NAME	TITLE OR POSITION	YEARS EXPERIENCE	QUALIFICATIONS and EXPERIENCE

BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

SCHEDULE "C"

PROPOSED CONSTRUCTION EQUIPMENT TO BE UTILIZED IN THIS PROJECT

EQUIPMENT AVAILABLE	OWNED RENTED TO BE PURCHASED	EXPIRY DATE OF MOST RECENT CERTIFICATION	OTHER

BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

SCHEDULE "D"

LIST OF PROPOSED SUBCONTRACTORS

The Information for Tenderers requires Tenderer to list on this Sheet the name of each proposed subcontractor. The Tenderer shall make an entry against each possible subtrade either by naming the proposed subcontractor or by entering "by own forces," whichever applies. No spaces are to be left blank.

If, in addition, the Tenderer proposes to subcontract a part of the work which is not listed below, he shall add the subtrade and the proposed sub's name to the list.

Failure by the tenderer to comply with the foregoing requirements may result in his tender being disqualified by the owner.

SUBTRADE	ADDRESS	PROPOSED SUBCONTRACTOR

BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

TENDER SUBMISSION SIGNATURE PAGE

Dated at _____ this _____ day of _____, 2021.

Contractor signature

Position/Title

Signature of Witness

Company Seal (if applicable)

Note: If the tender is submitted by, or on behalf of a corporation it must be signed in the name of such corporation by the duly authorized officers and the seal of the corporation must be affixed. If the tender is submitted by a sole proprietor, the signature must be witnessed.

STATUTORY DECLARATION RE: TENDER

Country of Canada
Province of Ontario
County of Renfrew

(IN THE MATTER of a Proposed
(Contract for the construction of:
(Mackey and Deux Rivieres Boat
Launch Repairs)
(The United Townships of Head,
(Clara & Maria

TO WITNESS:

I, _____ DO SOLEMNLY SWEAR
THAT the several matters stated in the foregoing Tender are in all respects true,
AND _____ make this solemn
declaration, conscientiously believing it is to be true, and knowing that it is of the
same force and effect as if made under oath, and by virtue of "*The Canada Evidence
Act*".

DECLARED before me at

The _____ of _____ in the County of

Renfrew this _____ day of _____ 2021.

Tenderer

Commissioner, etc. (or Notary Public)

The Tenderer shall complete and submit this declaration with is tender. Failure to provide the Declaration
with this tender may result in the tender being ruled informal and invalid by the Owner.

THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA



Stonecliffe Boat Launch Repair REQUEST FOR TENDER DOCUMENTS RfT 2021-02

Sealed tenders will be received at: The Township Office
15 Township Hall Road
Stonecliffe, Ontario, K0J 2K0

Tender Closing Date: _____

Once signed, this document becomes the official tender and once accepted by Council/Staff, becomes part of the Agreement. The lowest or any tender will not necessarily be accepted.

TABLE OF CONTENTS

Request for Tender Documents	1
Table of Contents	2
Tender Document Instructions.....	3
1.0 Interpretation.....	3
2.0 General	3
3.0 Alterations or Withdrawal of Tenders	5
4.0 Unbalanced Tenders and Discrepancies	5
5.0 Acceptance or Rejection of Tenders	5
6.0 Agreement Award Procedures	5
7.0 Tender Opening	6
8.0 Requirement at Time of Execution	6
Form of Tender Documents	8
1.0 Bidder's Check List.....	9
2.0 Form of Tender - Identification.....	10
3.0 Form of Tender – Total Bid	11
4.0 Tender Summary.....	12
5.0 Contractor's Tender Statement	14
6.0 Attestation	16
Schedule “A”- Summary of Experience in Similar Jobs	17
Schedule “B” – Qualifications of Staff in this Job	17
Schedule “C”- Proposed Construction Equipment	18
Schedule “D” – List of Proposed Sub-Contractors	19
Tender Submission Signature Page	20
Statutory Declaration re: Tender	21

TENDER DOCUMENT INSTRUCTIONS

1.0 INTERPRETATION

- 1.1 “addendum” includes all additions, modifications, changes or deletions to the original tender or contract documents and will be forwarded to each firm or individual who is in receipt of a tender document package.
- 1.2 “contract documents” or “tender documents” include all pages of this tender package in addition to the contract documents attached.
- 1.3 “non-qualified agreement” means an agreement which is not tendered in accordance with the Township’s qualification procedures.
- 1.4 “tenderer” or “bidder” means the applicant completing this tender for consideration by the Municipality.
- 1.5 “Township” or “Municipality” or “Owner” means the municipality of the Corporation of the United Townships of Head, Clara & Maria.

2.0 GENERAL

- 2.1 Contact for the Municipality of the United Townships of Head, Clara & Maria is Charlotte Toope, Acting Clerk/Treasurer (613) 586-2526, fax (613) 586-2596, email clerk@headclaramaria.ca. Any inquiries regarding the interpretation of the plans or specifications shall be directed to Ms. Toope.
- 2.2 The tender documents must be received by the Municipality by 12:00 h on the closing date, _____. Under no circumstances will Tenders be considered which are received after the local time on the advertised closing date for Tender; or, are not accompanied by a Tender Deposit in the amount specified.
- 2.3 All entries in the tender shall be clear, legible, and made in ink. All items shall be addressed according to instructions in the tender and Agreement documents, with entries made for all pricing as appropriate.
- 2.4 All items must be bid unless the tender specifically permits otherwise, with the price for every item and other entries clearly shown.
- 2.5 Tenders which are incomplete, conditional, illegible, and obscure or have reservations, erasures, alterations, additions or irregularities of any kind may be rejected.

- 2.6 Each Tender shall state the Fixed Price/prices for which the Tenderer will undertake to carry out all the work as described and/or shown in/on the Tender Documents.
- 2.7 All prices (unless otherwise specifically requested in the Tender Documents) shall be "Work Completed" prices, and shall be understood to include all materials, labour and other expenses including all Sales Taxes, fees, insurance, compensation and other items required by governing regulations, as well as overhead and profit for the work concerned. Unit prices shall apply to additions to or deductions from the Contract as directed by the Municipality.
- 2.8 The tender form must be signed, where indicated, by an authorized official of the Company or the Contractor, if a sole proprietorship, and delivered to the office in a sealed envelope clearly marked as to contents.
- 2.9 Limited liability companies should affix their corporate seal, over the signature or signatures of authorized signing officer or officers.
- 2.10 Faxed tender submissions will be rejected as they do not meet confidentiality or signature requirements.
- 2.11 Any proprietary or confidential information should be clearly identified as such and the desired treatment specified.

3.0 ALTERATIONS OR WITHDRAWAL OF TENDERS

- 3.1 A tender may be altered by submitting another tender at any time up to the specified time and date for tender closing. The last tender received shall supersede and invalidate all tenders previously submitted by the applicant for that Agreement.
- 3.2 The applicant may withdraw the tender at any time up to the specified time and date for tender closing by submitting a letter bearing the bidder's signature to the Clerk. Due to security, facsimile transmissions or telephone calls will not be accepted.
- 3.3 Bidders are to refer to the standard terms and conditions herein. Your tender and any resultant purchase will be based on these terms and conditions unless otherwise agreed to in writing.

4.0 UNBALANCED TENDERS AND DISCREPANCIES

- 4.1 Where obvious omissions or errors have occurred, municipal staff will

correct mathematical discrepancies by appropriate means to arrive at an accurate total tender price.

- 4.2 Each item in the Tender Form shall be a reasonable price for such item. Under no circumstances will an unbalanced tender be considered. The Municipality will be the judge of such matters, and should any tender be considered to be unbalanced, then it will be rejected.
- 4.3 Applicants whose bids have been rejected by the Municipality will normally be notified via mail within ten (10) business days.

5.0 ACCEPTANCE OR REJECTION OF TENDERS

- 5.1 The Municipality reserves the right to reject any or all tenders and to waive formalities as the interest of the Municipality may require without explanation, **therefore, the lowest or any tender may not necessarily be accepted.** Such circumstances may include, but are not limited to, the quote on all tenders received, being in excess of the anticipated Municipal budget resulting in lack of funds to complete the project.
- 5.2 The Municipality reserves the right to reject any tenders from any bidder, who in the Municipality's reasonable opinion, is deemed incapable of providing the necessary labour, material, equipment, financing and management of resources to perform the work in a satisfactory manner within the specified time frame.
- 5.3 The Municipality is not liable for any costs, expenses, losses or damages incurred, sustained or suffered by any applicant prior, or subsequent to, or by reason of the acceptance or non-acceptance by the Municipality of any tender, or by reason of any delay in the acceptance of a tender, except as provided in the tender documents.
- 5.4 The tender shall be irrevocable for a period of thirty (30) business days following the date of tender closing.

6.0 AGREEMENT AWARD PROCEDURES

- 6.1 The Municipality will notify the successful bidder that the bid has been accepted within thirty (30) days of the tender closing.
- 6.2 Notice of acceptance of tender will be by fax or email.
- 6.3 The successful bidder may commence work at the site immediately upon notification from the Clerk that work may begin, pending

appropriate permit approvals and must commence work within 15 days of receipt of same.

6.4 Failure by the successful bidder to meet the above requirements will entitle the Municipality to cancel the award of the contract.

6.5 The Municipality may then award the Contract to one of the other bidders, or take such action as it chooses.

7.0 TENDER OPENING

7.1 Tenders shall be opened at the Municipal office at 12:15 p.m. on the same day that the tender closes. The Total tender price only in the Form of Tender shall be announced for each tender opened.

7.2 No announcement concerning the successful Tender shall be made until a complete tender report and analysis is completed by staff and if applicable (as per our Procurement By-Law), approved by Council.

8.0 REQUIREMENTS AT TIME OF EXECUTION

8.1 The successful bidder is required to submit the following documentation, at his or her own expense, in a form satisfactory to the Municipality, for execution within ten (10) working days after being notified to do so in writing.

8.1.1 Insurance Documents (Valid Certificate of Insurance)

8.1.2 Letter of Good Standing with the Workplace Safety and Insurance Board (WSIB).

8.1.3 A declaration that all assessments or compensations payable to the appropriate authorities (employee remittances) have been made.

8.2 Upon acceptance of tender by the Municipality, the successful bidder shall submit properly executed Certificates of Liability and All Risk Insurance, and all other documents as requested.

EXTERIOR COMMUNITY CENTRE UPGRADES - FORM OF TENDER DOCUMENTS

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THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA



Sealed tenders will be received at: The Township Office
15 Township Hall Road
Stonecliffe, Ontario, K0J 2K0

Once signed, this document becomes the official tender and once accepted by Council/Staff, becomes part of the Agreement. The lowest or any tender will not necessarily be accepted.

Other

BIDDER CHECK LIST

(to be enclosed in the Tender envelope)

Before sealing envelope and submitting bid, please ensure that the following has been completed:

- 1.0 Tender has been signed. _____
- 2.0 Seal been affixed. _____
- 3.0 The complete written Form of Tender has been enclosed. _____
- 4.0 All copies of addenda (if applicable) have been signed and enclosed. _____
- 5.0 Signed copy of Bidder's Check List has been enclosed. _____

The tender will not be compliant and may be disqualified if **ANY** of the above points have not been complied with.

Make sure the envelope is clearly marked as to contents and is properly sealed prior to delivery.

Signature

Date

FORM OF TENDER - IDENTIFICATION

Tender submitted by _____ residing at (or place of
(name of tenderer)
business) _____ and
(home or business address)
_____ residing at (or place of business)
(name of partner, if applicable)
_____ comprising the firm
(home or business address)
of _____ a company duly
(company/firm name)
incorporated under the laws of _____ or being a
(province/country)
sole proprietor _____ and having its head office at
(business name)
_____ hereinafter called "the
(business address)
tenderer".

FORM OF TENDER – TOTAL BID

To: The United Townships of Head, Clara & Maria

I/We _____ have fully and carefully examined the locality and site of the proposed work, and all contract documents relating thereto, including: The Form of Agreement, The Tender Document Package, any addenda #_____,^{*} Information for Tenderer, General Contract Conditions, forms of Bonds, hereby tender and offer in accordance therewith to enter into a contract within the prescribed time to construct the said works in strict accordance with the contract schedule, contract documents, and such further detail drawings as may be supplied from time to time and to furnish all materials, labour, tools, plant, matters and things necessary therefore complete and ready for the use within the time specified for the sum of _____ dollars plus HST.

(\$_____ plus HST) or such other sum as may be ascertained in accordance with the contract.

GST/HST Registration Number _____

* Please insert any and all addenda that have been considered in coming to the total price.

TENDER SUMMARY

The preceding sum is comprised of the following:

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TENDER AMOUNT
1.	<p>Supply all material and labour to complete following scope of work at Stonecliffe boat launch, located at 59 Boat Launch Road, Stonecliffe ON:</p> <ul style="list-style-type: none"> • construction of two breakwaters, one on either side of the boat launch. • moving existing boulders and rocks, some of which are navigation hazards because of their size their proximity to the boat launch on both upstream and downstream. • these boulders and rocks will be used to construct upstream and downstream breakwaters to serve as a barrier to high wave action • the top of the breakwaters will be generally at elevation 153.2m above sea level which is 0.8 meters higher than normal high water elevation. • the breakwaters will be only wide enough to provide stable support to the 			

STONECLIFFE BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

	<p>structure and the bottom width will naturally increase slightly with the distance from the shore. A small gap will be left between the shore and the breakwaters so that there is some current flow capability in both upstream and downstream directions that will lesson any potential sand buildup between the breakwaters.</p> <ul style="list-style-type: none"> • Work will consist of moving required ice to obtain access to the boulders and rocks, moving the boulders and rocks to form the breakwaters and ensuring the river bottom is as undisturbed as possible. 			
2.	Contingency Allowance			\$1,000.00
TOTAL TENDER PRICE (EXCLUDING HST)				\$ + HST

ESTIMATED TOTAL COST OF LABOUR \$_____ + HST

ESTIMATED TOTAL COST OF MATERIALS \$_____ + HST

CONTRACTOR'S TENDER STATEMENT

The Tenderer agrees that, if this tender is accepted by the Owner:

- ◆ The Municipality shall have the right to choose the most beneficial/advantageous lump sum price tendered for this project.
- ◆ He will carry out any additional or extra work (including the supplying of additional materials or equipment pertaining thereto) or will delete any work as may be required by the Engineered drawings and the CBO/Municipality in accordance with the Contract;
- ◆ The carrying out of any work referred to in the proceeding paragraph or the issuance of a Contract Change Order relating to such work or the acceptance of such Contract Change Order shall not, except as expressly stated in such Contract Change Order, waive or impair any of the terms of the contract or of any contract change order previously issued by the Municipality or any of the rights of the Owner under the Contract;
- ◆ He will pay to the Owner (in addition to amounts payable by the Owner in respect of site supervision of the work) the sum specified in the Contract as liquidated damages for each calendar day that the work under the Contract as modified by all Contract Change Orders issued by the Municipality remains uncompleted after the expiry of the Time of Completion specified in the contract or the extended time for completion allowed in writing by the Municipality in agreement with the Contractor.
- ◆ The Tenderer recognizes and agrees to the right to reject any or all tenders in whole or in part or the contract or to accept the tender or parts thereof judged most satisfactory is expressly reserved by the United Townships of Head, Clara & Maria without liability on the parts of the Council, committee or any consultant. The lowest tender will not necessarily be accepted.
- ◆ Tenders which are incomplete, conditional or obscure, or which contain additions not called, for, erasure, alterations, or irregularities may be rejected as informal.
- ◆ The work will start on or around March 15, 2020, dependent upon permit approvals and provincial restrictions in place due to COVID-19.

- ◆ The entire project is to be Substantially Completed by May 15, 2021.
- ◆ The tender will be valid for a period of 30 days after the date of closing of Tenders – _____, but will likely be awarded by _____.
- ◆ The Tenderer agrees that he will furnish to the Owner copies of all Sub-Contractor Performance Bonds and Labour and Material Payment bonds forthwith upon execution of sub-contracts with his Owner approved sub-contractors.
- ◆ The Tenderer agrees that this tender is subject to a formal contract being prepared and executed.

ATTESTATION

My/Our signature below attests to the fact that this bid is prepared and submitted without collusion or deceit.

That I/we expressly warrant that the prices contained in this tender are quoted in utmost good faith on my/our part, without any collusive arrangements or agreement with any other person, partnership or corporation.

I/we expressly represent that I/we am not party or privy to any deceit intending to mislead the Municipality into accepting my/our tender as a truly competitive tender whether to the prejudice, injury or benefit of the Municipality.

I/We, by this tender, offer to complete this Agreement in accordance with the terms contained herein.

I/We have carefully examined the provisions, plans, specifications and general conditions of this Agreement and have carefully examined the site and locations of the work to be done. I/we understand and accept said provisions, plans, specifications and conditions.

For the prices set forth in this tender, I/we hereby offer to furnish all machinery, tools and materials, except as otherwise specified in the Agreement, to complete the work in strict accordance with the provisions, plans, specifications and general conditions referred to in the contract.

I/We agree to have the work completed within a time, to be known as the "time of Completion" in accordance with the project schedule from the date of the written order to commence work.

SCHEDULE "A"

SUMMARY OF TENDERER'S EXPERIENCE IN SUCCESSFULLY COMPLETED SIMILAR PROJECTS

DESCRIPTION OF CONTRACT (PROVIDE AT LEAST 3 REFERENCES)	YEAR	PROPERTY OWNER	ENTITY/PERSON RESPONSIBLE FOR PROJECT

SCHEDULE "B"

QUALIFICATIONS OF TENDERER'S SENIOR SUPERVISORY STAFF
TO BE EMPLOYED IN THIS CONTRACT

NAME	TITLE OR POSITION	YEARS EXPERIENCE	QUALIFICATIONS and EXPERIENCE

STONECLIFFE BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

SCHEDULE "C"

PROPOSED CONSTRUCTION EQUIPMENT TO BE UTILIZED IN THIS PROJECT

EQUIPMENT AVAILABLE	OWNED RENTED TO BE PURCHASED	EXPIRY DATE OF MOST RECENT CERTIFICATION	OTHER

SCHEDULE "D"

LIST OF PROPOSED SUBCONTRACTORS

The Information for Tenderers requires Tenderer to list on this Sheet the name of each proposed subcontractor. The Tenderer shall make an entry against each possible subtrade either by naming the proposed subcontractor or by entering "by own forces," whichever applies.

If, in addition, the Tenderer proposes to subcontract a part of the work which is not listed below, he shall add the subtrade and the proposed sub's name to the list.

Failure by the tenderer to comply with the foregoing requirements may result in his tender being disqualified by the owner.

SUBTRADE	ADDRESS	PROPOSED SUBCONTRACTOR

STONECLIFFE BOAT LAUNCH REPAIRS - FORM OF TENDER DOCUMENTS

TENDER SUBMISSION SIGNATURE PAGE

Dated at _____ this _____ day of _____, 2021.

Contractor signature

Position/Title

Signature of Witness

Company Seal (if applicable)

Note: If the tender is submitted by, or on behalf of a corporation it must be signed in the name of such corporation by the duly authorized officers and the seal of the corporation must be affixed. If the tender is submitted by a sole proprietor, the signature must be witnessed.

STATUTORY DECLARATION RE: TENDER

Country of Canada
Province of Ontario
County of Renfrew

(IN THE MATTER of a Proposed
(Contract for the construction of:
(Stonecliffe Boat Launch Repairs)
(The United Townships of Head,
(Clara & Maria

TO WITNESS:

I, _____ DO SOLEMNLY SWEAR
THAT the several matters stated in the foregoing Tender are in all respects true,
AND _____ make this solemn
declaration, conscientiously believing it is to be true, and knowing that it is of the
same force and effect as if made under oath, and by virtue of "*The Canada Evidence
Act*".

DECLARED before me at

The _____ of _____ in the County of

Renfrew this _____ day of _____ 2021.

Tenderer

Commissioner, etc. (or Notary Public)

The Tenderer shall complete and submit this declaration with is tender. Failure to provide the Declaration
with this tender may result in the tender being ruled informal and invalid by the Owner.

United Townships of Head, Clara & Maria Council

Report to Council

Type of Report									
Meeting Date	Thursday, January 21, 2021				Report Date	Friday, January 15, 2021			
Decision Required		Yes	X	No	Priority		High	X	Low
Direction		Information Only		X	Type of Meeting	X	Open		Closed
Report #21/01/21/1102 – Council Committees									

Subject: Council Committees

Recommendation:

1. Update Terms of Reference for Public Works Advisory Committee and Recreational Advisory Committee to reflect that they are advisory groups, not Council committees.
2. Develop a Committee of the Whole

Background/Executive Summary:

The *Municipal Act, 2001* states:

238 (1) In this section and in sections 239 to 239.2,

“committee” means any advisory or other committee, subcommittee or similar entity of which at least 50 per cent of the members are also members of one or more councils or local boards; (“comité”)

Given this information, the two current “committees” (PWAC and RAC) should be renamed as advisory groups as the membership does not meet the requirements of a Council committee outlined in the municipal act.

There has also been a request for Council to consider the development of a Committee of the Whole. A Committee of the Whole facilitates the decision-making process of Council. The Committee is comprised of all members of Council who fully participate in debate and forward recommendations to Council for final decision. The Committee is an important forum for policy debate and public input on issues within Council’s area of responsibility. Recommendations from the Committee of the Whole relate to various issues including governance, Public Works, Economic Development, budgets and finance and policy development.

Financial Considerations/Budget Impact:

Additional costs for council attendance at Committee of the Whole meetings (\$75 per meeting).

Enclosures:

Public Works Advisory Committee Terms of Reference
Recreational Advisory Committee Terms of Reference
Sample Committee of the Whole Terms of Reference (City of Guelph)

Approved and Recommended by the Clerk

Charlotte Toope,
Clerk/Treasurer



The United Townships of Head, Clara & Maria

Public Works Advisory Committee

Terms of Reference

Purpose

The Head, Clara & Maria Public Works Advisory Committee (“the committee”) is a volunteer committee established to provide recommendations to Staff on matters related to parks, roads and building infrastructure in the municipality. The committee strives to provide timely and cost effective advice and opinion to Municipal Staff on potential solutions to ongoing and future infrastructure problems.

Mandate

- To support and enhance existing maintenance and preventative maintenance programs
- To identify issues and gaps in maintenance services and provide advice on how to address these issues
- To identify new and emerging threats
- To provide experience based advice to Staff for problem solving of Municipal infrastructure issues

Membership and Responsibilities

The committee is to serve as an advisory body to Staff and has no delegated authority.

1. The committee shall be comprised of up to four members of the public, the Municipal Clerk and one member of Council.
2. Members shall be appointed by resolution of council, for a term to run consistent with the appointments of Council representatives. The chair will be appointed at the same time, by the Mayor.
3. The chairperson is responsible for leading the discussion at each meeting pursuant to the meeting agenda and the committee’s mandate. If a chair or co-chair is not present, members are to select an acting chairperson to serve in the same capacity for the duration of that meeting.
4. Committee members who are absent for three consecutive meetings without leave from the Committee shall automatically cease to be a committee member. To ensure that there is an available quorum a new member shall be appointed by Council as soon as possible after this event.
5. Appointments may be revoked at any time at the discretion of Council with or without the recommendation of staff or committee.

Reporting

1. The committee reports regularly to Council and/or Staff through meeting minutes.
2. The committee will have no annual operating or capital budget.

3. The Committee will receive administrative support from the Clerk's office. This will include the recording of minutes, the preparation of agendas, and support necessary to convene a meeting and support operations.

Decision Making and Voting

Recommendations will be made by way of consensus.

Meetings shall be open to the public and properly advertised as per the Municipal Notice By-Law.

Quorum

A quorum shall be a simple majority of the total number of committee members (i.e. 50% plus one). If a quorum does not exist for a meeting, it shall be cancelled. Staff is not counted towards a quorum and do not have voting privileges.

Meeting Structure and Format

The committee shall meet at least quarterly and at the call of the Chair at other times if necessary.

1. An initial meeting shall take place within the first month of establishment of the committee, to set goals and a meeting calendar for the year.
2. All meetings of the committee shall be open to the public.
3. As an advisory committee to Staff, the committee is subject to the Rules of Procedure for Committees as outlined in the Municipal Procedure By-Law, the Municipal Code of Conduct, the Municipality's Harassment and Workplace Health and Safety Policies and any other applicable policies and/or procedures and legislation.

Committee Reimbursements

1. All members of the Public Works Advisory Committee shall serve without financial remuneration.
2. Committee members will not be reimbursed for expenses incurred, unless pre-approved by the Clerk/Treasurer.



The United Townships of Head, Clara & Maria

Recreation Advisory Committee

Terms of Reference

Purpose

The Head, Clara & Maria Recreation Advisory Committee (“the committee”) is a volunteer committee established to provide recommendations to Council on matters related to parks, recreational facilities and programming events in the municipality. The committee strives to increase and strengthen social and recreational activities in the community.

Mandate

- To support and enhance existing recreational opportunities
- To identify issues and gaps in recreation services and provide advice on how to address these issues through future Council strategic planning
- To identify new and emerging recreational opportunities
- To ensure communication and consultation with residents and stakeholders on recreation issues and opportunities
- To support interested organizations or community members in carrying out events as per Council direction and policy

Membership and Responsibilities

The committee is to serve as an advisory body to Council and has limited delegated authority.

1. The committee shall be comprised of five members of the public and two members of Council.
2. Members shall be appointed by resolution of council, for a one year term to run consistent with the appointments of Council representatives. The chair will be appointed at the same time, by the Mayor. Council members shall have voting privileges equal to every other member.
3. The chairperson is responsible for leading the discussion at each meeting pursuant to the meeting agenda and the committee’s mandate. If a chair or co-chair is not present, members are to select an acting chairperson to serve in the same capacity for the duration of that meeting.
4. Committee members who are absent for three consecutive meetings without leave from the Committee shall automatically cease to be a committee member. To ensure that there is an available quorum a new member shall be appointed by Council as soon as possible after this event.
5. Appointments may be revoked at any time at the discretion of Council with or without the recommendation of staff or committee.

Reporting

1. The committee reports regularly to council through meeting minutes and shall prepare an annual written report to Council reviewing their goals, objectives and success.

CORPORATE POLICY AND PROCEDURE



POLICY	Committee of the Whole Terms of Reference
CATEGORY	Departmental
AUTHORITY	City Clerk's Office
RELATED POLICIES	City Council Terms of Reference
APPROVED BY	City Council
EFFECTIVE DATE	September 26, 2016
REVISION DATE	December 17, 2018

Policy Statement

The Committee of the Whole is the primary forum for policy debate and public input on issues within Council's area of responsibility.

The Committee of the Whole provides an opportunity for all members of Council to participate in discussions and debate that result in recommendations to Council.

Guiding Principles

1. All committee work will be carried out in accordance with the City of Guelph Procedural By-law, Municipal Act, and other governing legislation and policies.
2. The Code of Conduct for Council and Local Boards will guide committee efforts and promote high ethical standards and professionalism.
3. The Council endorsed corporate values of wellness, integrity and excellence will be observed.
4. The Committee of the Whole will engage the public in their work by receiving public delegations and ensuring that staff have appropriately engaged the community.

Composition and Term

1. The Committee of the Whole is comprised of all members of Council.
2. Council shall appoint chairs and vice-chairs for the following functional areas:
 - Infrastructure, Development and Enterprise Services
 - Public Services

-
- Corporate Services
 - Audit Services

Resources

The Chief Administrative Officer (CAO), Deputy CAOs and other staff members may be called upon to conduct work and report back to the Committee of the Whole.

As Council has delegated responsibility to the CAO for the administration of the affairs of the City, in accordance with decisions adopted by Council, under the direction of the CAO staff has the responsibility and the authority to provide consultation, advice and recommendations to Council.

Operating Procedures

Reporting to Council

The Committee of the Whole will report to Council with recommendations for approval.

Procedural Rules

The Procedural By-law shall govern the proceedings of Committee of the Whole meetings.

Roles of Stakeholders with respect to Committee of the Whole Meetings

The following key stakeholders are recognized:

1. Mayor
2. Chair
3. Committee Members
4. CAO
5. Deputy CAO
6. City Clerk
7. Public/Delegations

Mayor's Role

1. Call the meeting to order as required.
2. Chair any closed meetings of the Committee of the Whole.

Service Area Chair's Role

Preparation

1. Work in collaboration with the Mayor, respective Deputy CAO and City Clerk to develop the agenda, and be apprised of any changes to the agenda prior to the

-
- meeting. Items on the final committee meeting agenda shall be the responsibility of the Deputy CAO and the chair.
2. In reviewing materials, ensure clarity on the discussion parameters for each report appearing on the agenda.

In Committee Meetings

1. Exhibit the behavior expected of all committee members.
2. Chair their respective service area portion of the agenda.
3. Focus discussion and debate to ensure the meeting progresses.

Specific to agenda items:

- Define discussion parameters and remind members of decision options, including approve, defeat, amend, refer or defer.
- Frame the issues, focus discussion and foster a constructive culture for respectful dialogue between Council, the community and staff.

Specific to decision-making:

- Maintain order and decorum, decide questions of procedure and generally ensure that the committee work proceeds smoothly.
- Engage all committee members in the decision-making process.
- Ensure that the Deputy CAO has been provided with the opportunity to clarify any matters of fact.
- Build consensus where possible.
- Ensure the will of the committee prevails.

Specific to engaging the public and stakeholders:

- Ensure adequate and appropriate opportunities are provided for input by the public and other key stakeholders at meetings.
- Be respectful of all stakeholders' points of view.

After Committee Meetings

1. Speak on behalf of the committee at Council meetings.
2. Act as the primary spokesperson for any committee-related inquiries in concert with the Deputy CAO or designate.
3. Work closely with the Deputy CAO and the Executive Team, as required.

Vice-chairs' Role

Vice-chairs will assume the role and responsibilities of the chair when the chair is unable to fulfill their role.

Committee Members' Role

Preparation

1. Read all agenda material and seek clarification from staff on any matters prior to meetings.
2. Have a broad awareness of the interrelationship of the City's strategic initiatives and operations.
3. Understand the difference between the role of the committee and the role of the administration.

In Committee Meetings

1. Attend meetings and participate fully.
2. Debate the issues in an open, honest and informed manner to assist the decision-making process.
3. Actively contribute to the development of committee recommendations and directions.
4. Represent and advocate on behalf of constituents while keeping in mind the entire municipality when considering and addressing issues.
5. Respect the role of the chair.
6. Respect the role of staff.

Chief Administrative Officer's Role

The CAO may attend and speak at Committee of the Whole meetings on an as needed basis.

Deputy CAO's Role

Preparation

1. Work in collaboration with the Mayor, appropriate chair and City Clerk to develop the agenda, and be apprised of any changes to the agenda prior to the meeting. Items on the final committee meeting agenda shall be the responsibility of the Deputy CAO and the chair.
2. Ensure the timely submission of all agenda related materials to the City Clerk's office.
3. Approve staff reports for presentation to committee.
4. Answer questions posed by Council members prior to committee meetings.

In Committee Meetings

1. Attend open and closed committee meetings.
2. Engage in committee discussion and deliberation.
3. Offer opinion to committee members in advance of, and during, committee meetings.

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4. Review written input from the public and consider verbal content from public delegations.
 5. Ensure any correction of fact is provided to committee.

After Committee Meetings

1. Ensure follow-up on all matters related to the decisions of the committee and on all time specific requests for additional information required by Council prior to their final deliberation.
2. Serve as the primary spokesperson for the Service Area.

City Clerk's Role

Preparation

1. Oversee the process of appointing chairs and vice-chairs.
2. Work in collaboration with the Mayor, Deputy CAO and appropriate chair to develop the agenda, and to be apprised of any changes to the agenda prior to the meeting.
3. Supervise staff in the preparation and distribution of agendas and agenda materials.

In Committee Meetings

1. Attend, or designate staff to attend, all meetings of the committee.
2. Provide advice on legislative protocol and meeting procedures as requested by the chair.
3. Supervise the issuance of notices, recording of minutes, and any other meeting or documentary processes.
4. Evaluate the effectiveness of committee meetings and offer suggestions for improvement to the Mayor, chair, CAO and Deputy CAOs.
5. Lead the development of policies and appropriate training on relevant municipal legislation and governance issues with the Executive Team, Councillors and the Mayor's office.

After Committee Meetings

1. Evaluate the effectiveness of committee meetings and offer suggestions for improvement to the Mayor, chair, CAO and Deputy CAOs.
2. Lead the development of policies and appropriate training on relevant municipal legislation and governance issues.

Public/Delegations' Role

Preparation

1. Register as a delegation to speak to committee with respect to a matter appearing on a meeting agenda.
2. Access committee agendas and minutes from the City website.

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3. Communicate with Councillors to make perspectives known and to discuss issues and options.
 4. Participate in community engagement processes.

In Committee Meetings

1. Attend committee meetings.
2. Adhere to procedural rules for delegations to committee.
3. Respect the role of the chair with responsibility for timely conduct of business and maintaining meeting decorum.

Schedule 1 – Infrastructure, Development and Enterprise Services

Infrastructure, Development and Enterprise Services has the following agencies, boards, committees and commissions reporting to it:

1. Downtown Advisory Committee
2. Economic Development Advisory Committee
3. Environmental Advisory Committee
4. Heritage Guelph
5. Municipal Property and Building Commemorative Naming Policy Committee
6. Organic Waste Processing Facility Public Liaison Committee
7. River Systems Advisory Committee
8. Water Conservation and Efficiency Public Advisory Committee
9. Planning Advisory Committee
10. Accessibility Advisory Committee

Schedule 2 – Public Services

Public Services has the following agencies, boards, committees and commissions reporting to it:

1. Guelph Museums Advisory Committee
2. Public Art Advisory Committee
3. Tourism Strategy Advisory Committee
4. Youth Council
5. Community Wellbeing Grant Allocation Panel
6. Transit Advisory Committee
7. Guelph Sports Hall of Fame Board of Directors
8. Art Gallery of Guelph Board of Directors
9. Guelph Cemetery Commission

Schedule 3 – Audit Committee

The Audit scope of responsibilities includes:

- External Audit
- Annual Financial Statements
- Auditor Performance and Review
- Adequacy of the City's Resources
- City Financial and Control Systems
- Financial Literacy
- Internal Audit
- Compliance
- Risk Management and Internal Control
- Reporting Responsibilities

Specific Committee Responsibilities

External Audit

1. Review the external auditor's proposed audit scope and approach, including coordination of audit effort with City staff.
2. Review with management and the external auditors the result of the audit, including any difficulties encountered and all other matters required to be communicated to the Committee under Generally Accepted Auditing Standards.
3. Resolve any disagreements between management and the external auditors regarding financial reporting.
4. At the conclusion of the audit, consult with the external auditors, without the presence of management, regarding internal financial controls, compliance and the fullness and accuracy of the City's financial statements.
5. Ensure the timely presentation of the external auditor's annual audit report to Council.

Risk Management and Internal Control

6. Understand the scope of the external auditor's review of internal financial control over financial reporting and obtain reports on significant findings and recommendations, together with management's responses and the timing of the disposition of significant findings.
7. Through the use of a risk management framework, assess the financial risks to be managed by the City and any change in significant financial risks.
8. Consider the effectiveness of the City's internal control system for the safeguarding of assets, including information technology security and control, and the adequacy of policies and procedures.
9. Review management and program performance regarding efficiency, effectiveness and economy in the use of resources.
10. Review the effectiveness of management reporting systems regarding administrative and program performance.

Other

11. Recommend to Council special investigations and funding as required. Institute and oversee special investigations as authorized by Council.
12. With Council approval, retain independent counsel, accountants or others to advise Committee or assist in the conduct of a review.

Compliance

13. Obtain regular updates from management and others (legal counsel, external auditors, etc.) regarding compliance with laws and regulations having a material impact on the financial statements including:
 - tax and financial reporting laws and regulations;
 - legal withholding requirements; and
 - environmental protection laws and regulations.

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14. Review by-laws and policies specifically regulating the conduct of members of council, staff and suppliers.
 15. Review the findings of any examinations by regulatory agencies and any auditor observations.
 16. Discuss with the City Solicitor, any significant legal, compliance or regulatory matters that may have a material effect on the financial statements, the business of the City or on the compliance policies of the City.
 17. Review the results of management's investigation and follow-up for any instances of non-compliance.
 18. Review the effectiveness of the systems established to ensure compliance.

Adequacy of the City's Resources

19. Review the nature of evolving businesses managed by the City, including those changes occasioned by business or process redesign or through updated legislated requirements.
20. As new businesses and ventures are embarked on by the City, gain comfort that all appropriate processes have been put in place to evaluate the feasibility of the new business and to ensure proper resources, both human and financial, have been provided.

Reporting Responsibilities

21. Provide an open avenue of communication between the external auditor and Council.

Financial Statements

22. Review significant accounting and reporting issues, including complex or unusual transactions, highly judgmental areas and recent professional and regulatory pronouncements, and understand their impact on the financial statements.
23. Review the representation letter provided by management to the external auditor.
24. Prior to the presentation of the annual financial statements to Council, review the financial statements and consider whether they are complete, consistent with information known to Committee and reflect appropriate accounting principles.
25. Recommend to Council the approval and distribution of the annual financial statements.

Auditor Performance and Review

26. Review and confirm the independence of the external auditor by obtaining statements from the auditor on relationships between the auditor and the City, including non-audit services, and discussing the relationships with the auditor.
27. Direct and review the performance evaluation process for the external auditor.
28. Recommend changes to the external auditor's compensation for Council approval.

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29. Periodically determine whether a request for proposal should be issued to select an external auditing firm. As per the Municipal Act, 2001 section 296 (3), the external auditor shall not be appointed for a term exceeding five (5) years.
 30. Participate in the selection of an external auditing firm by reviewing the request for proposals and bids received, interviewing potential auditing firms and recommending the external auditor for final approval to Council.

Financial Literacy

31. On-going training and development is provided to enhance the financial literacy of Committee members.

Internal Audit Activities

32. Review and approve the risk-based annual internal audit work plan recommended by the Internal Auditor.
33. Review and approve the Internal Audit Charter at least every four (4) years or sooner if needed.
34. Review and receive internal audit reports identifying key issues and management action plans.
35. Review adequacy of the management responses to audit concerns in relation to the risks and costs involved.
36. Ensure the internal audit recommendations are implemented in a timely fashion by reviewing internal audit's follow-up reports.
37. Communicate and meet independently with the Internal Auditor as appropriate.

Schedule 4 - Governance Committee

The Governance scope of responsibilities includes ensuring that appropriate policies, principles, procedures and roles are established to guide and enhance:

- effective corporate governance
- accountability and transparency
- strategic planning processes
- committee and Council effectiveness
- CAO performance and review
- oversight of governance policies
- succession planning
- Council compensation
- Council performance reporting

Specific Governance Responsibilities:

Strategic Planning

1. Review and recommend governance principles, policies and guidelines with respect to strategic planning for Council approval.

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2. Ensure an effective strategic planning and priority setting process is implemented during each new term of Council and advise on necessary improvements.
 3. Receive regular update reports on the status of priority initiatives to ensure appropriate progress.
 4. Receive regular updates on key performance indicators related to the Strategic Plan.

Enterprise Risk Management

5. Understand and address risks that threaten the achievement of the Corporation's objectives.
6. Assess risks in terms of likelihood and magnitude of impact.
7. Oversee the development of policies and appropriate response strategies to identify, prioritize, and respond to the risks.
8. Monitor progress on the effectiveness of policies and response strategies.

Accountability and Transparency

9. Receive and review recommendations for the development of strategic communications material to support community understanding of the City's financial standing and strategic directions.
10. Assess the need for discretionary positions as defined by the Municipal Act and make appropriate recommendations to Council (e.g. Auditor General, Integrity Commissioner, Lobbyist Registrar and Ombudsman).

Committee Performance Reporting

11. Regularly evaluate meeting effectiveness and incorporate improvements as appropriate.

Effective Corporate Governance

12. Regularly review Council's governance principles, policies and procedures and make recommendations for improvements.
13. Receive an annual report from the Integrity Commissioner reviewing the effectiveness of the implementation of the Code of Conduct for Council and Local Boards.
14. Ensure a succession management plan is in place.
15. Review annual service review approach and on-going results.
16. Ensure strengthened performance governance including performance metrics and reporting practices.

CAO Performance and Review

17. Review and recommend governance principles, policies and procedures with respect to the recruitment, delegation of authority, compensation, succession planning and evaluation of the CAO.
18. Direct and discuss CAO succession planning efforts consistent with policy guidelines.
19. Oversee the recruitment process for a new CAO consistent with policy guidelines.
20. Oversee the performance evaluation process for the CAO consistent with policy guidelines.
21. Oversee the development of annual performance objectives for the CAO consistent with policy guidelines.
22. Recommend changes to CAO compensation for Council approval.

Council Compensation

23. Regularly review and assess on-going work requirements of Council.
24. Direct the development of recommendations regarding principles of compensation for Council approval.
25. Recommend an appropriate compensation review process involving citizens and stakeholders.
26. Review and recommend required updates to existing compensation policies.

Committee and Council Effectiveness

27. Regularly assess Council effectiveness and solicit input on governance concerns to be addressed.
28. Provide input on changes to the Citizen Advisory Committee appointment process.
29. Recommend core elements of an orientation program for the following term of Council to address learning and knowledge requirements in a timely manner.
30. Recommend a Council Professional Development Program.
31. Review the Procedural By-law and recommend any changes to Council.
32. Review and recommend changes to the Committee of the Whole and Council Terms of Reference once a term or as needed.

Schedule 5: Emergency Governances Committee

The Emergency Governance Committee's scope of responsibilities includes the exercise of Council's legislative, quasi-judicial and administrative powers, subject to the limitations of the Municipal Act, with such delegated authority to be exercised only:

- for the duration of an emergency which has been declared by the Mayor or his/her designate, in accordance with the City's Emergency Response Plan;
- at such time when at least seven members of Council are incapacitated through death, illness or injury, and are not able to attend a properly scheduled Meeting of Council; and

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- for Council's normal decision-making process and not for the management or co-ordination of emergency response activities.

Head, Clara & Maria Policies and Procedures			
DEPARTMENT: Council Policies			POLICY #: C-01
POLICY NAME: Council and Staff Relations Policy			
DATE:	REV. DATE: December 2020	APPROVED BY:	PAGE #: 1 of 4

Introduction

As of March 1, 2019, amendments to section 270 of the Municipal Act, 2001 will require the Municipality to adopt and maintain a policy with respect to the relationship between Members of Council and the Officers and Staff of the Municipality.

Scope and Intent

This Policy shall apply to all Municipal Staff, Officers and Members of Council. The intent of this Policy is to ensure that the relationship between Members of Council and the Officers and Staff of the Municipality is co-operative and supportive with a clear understanding of the respective roles and responsibilities.

Definitions

“Member(s) of Council” means a member or members of the municipal council of the United Townships of Head, Clara and Maria.

“Municipality” means the Municipality of Head, Clara and Maria.

“Officer(s)” means a person who holds a position of responsibility with definite rights and duties prescribed by statute or by-law.

“Staff” means any of the following:

- i. A person, not including Members of Council, who performs work for the municipality for wages;
- ii. A person who supplies services to the Municipality for wages;
- iii. Such other persons as may be prescribed who perform work or supply services to the municipality for no monetary compensation.

Clarifying Roles

Role of Council:

- Policy Focus:
 - Represent the Municipality, provide direction and create policy.

Role of Clerk-Treasurer:

- Direction Focus:
 - Liaison between Council and Staff, direct implementation of Council’s policies, hire and develop a team of competent Staff.

Head, Clara & Maria Policies and Procedures			
DEPARTMENT: Council Policies			POLICY #: C-01
POLICY NAME: Council and Staff Relations Policy			
DATE:	REV. DATE: December 2020	APPROVED BY:	PAGE #: 2 of 4

Role of Staff and other Officers:

- Implementation Focus:
 - Research policy and programs, give best professional advice, implement decisions of Council, fulfill statutory duties, follow direction of the Clerk-Treasurer, generally see to the operation of the municipal organization.

Guiding Principles

1. Members of Council are Public Figures, not Staff and Officers.

Once a matter is proposed or decided, Staff should only comment on matters of fact or history in discussing issues with the public and the media and should comply with the Press Releases policy. Dealing with the media is generally part of an elected representative's job.

2. All Members of Council are Equal

Regardless of how they interrelate with Members, Staff and Officers must avoid favouritism and the appearance of favouritism. Differences in experience and abilities amongst Members of Council are irrelevant – they all must be treated equally.

3. Respect the Chain of Command

Members of Council must understand they have no individual capacity to direct Staff to perform, or not perform functions or duties. The Clerk-Treasurer is responsible for Staff and Officers - Members of Council who need to engage with Staff and Officers must do so through the Clerk-Treasurer. This would include both in person, verbal, written and electronic messages.

4. Make Good Use of Staff's Time

Members of Council should use the resources of Staff and Officers judiciously. Reports cost taxpayer money and take Staff and Officer time away from other issues or problems that may need attention. Members should be discouraged from asking for reports as a means of getting past an unhappy public delegation. The public respects political courage and decisiveness.

5. Council Time is Valuable

Members should not allow presentations by Staff or Officers to consume all of the time they have to debate various issues. Such presentations should, to the extent possible, be

Head, Clara & Maria Policies and Procedures			
DEPARTMENT: Council Policies			POLICY #: C-01
POLICY NAME: Council and Staff Relations Policy			
DATE:	REV. DATE: December 2020	APPROVED BY:	PAGE #: 3 of 4

concise. Members of Council should understand they can take any one or more of the following actions where appropriate:

- Recommend that more items be relegated to the 'consent' agenda;
- Pass on an audio-visual presentation;
- Urge Staff or Officers to be more concise;
- Require multiple public delegations with essentially the same point to select a spokesperson, or to impose a limited speaking time, or to provide information in advance or in written form; and/or
- Enact 'curfew' procedures for Council deliberations.

6. Represent the Whole Community

Members, together with the Municipality's Staff and Officers, work for the public good. Decision making by Members should be based on complete information and unbiased recommendations from Staff and Officers. Members should, in addition to such information and recommendations, rely on their own judgment and show leadership in their decision making.

7. Control Anger

Members of Council should avoid the temptation to play up divisions or conflicts. Staff and Officers shall not be targets of derisive/vexatious comments/behaviour/conduct. The public expects Members to do the job that they have been elected to do. The public expects Staff and Officers to do the job that they have been hired to do. Comments on Staff and Officer performance shall be directed through the appropriate confidential performance reviews.

8. Politics or Management – Not Both

Council provides direction, Staff and Officers give professional advice and implement Council's directives. Members of Council are not elected to be technical experts nor to act in their professional capacities. Likewise, Staff and Officers are not politicians. Advice comes from Staff, policy and service delivery decisions are made by Council.

9. A Formal Relationship

Staff and Officers shall treat Council as a collective decision-making body. Staff and Officers shall not communicate directly with individual Members on municipal business, rather they must communicate on such matters through the Clerk-Treasurer. Information

Head, Clara & Maria Policies and Procedures			
DEPARTMENT: Council Policies			POLICY #: C-01
POLICY NAME: Council and Staff Relations Policy			
DATE:	REV. DATE: December 2020	APPROVED BY:	PAGE #: 4 of 4

from the Clerk-Treasurer shall be communicated to all Members. Staff and Officers shall stay out of political lobbying.

10. Professionalism

Members of Council, Staff and Officers must treat each other with professionalism. When Council requests that Staff and Officers appear before Council, they must comply and be prepared for any questions Council has. Advance notice of questions to Staff provides an opportunity for Staff to provide quality reports and advice.

11. Respect

Members, Staff and Officers shall work hard at fostering a climate of mutual respect. Each must be respectful of others' intelligence and professional duties. Members, Staff and Officers must understand that they all face different, often unique, challenges and recognize their overarching goal is to serve the best interests of the Municipality.

Complaints

The Municipal Clerk-Treasurer shall be responsible for receiving complaints and/or concerns related to this Policy. Upon receipt of a complaint and/or concern, the Clerk shall notify:

- a) In the case of Staff and Officers other than the Clerk-Treasurer, the Clerk-Treasurer;
- b) In the case of the Clerk-Treasurer, Council; or
- c) In the case of a Member, the Integrity Commissioner.

Handling of complaints shall be done in the manner set out in the applicable Code of Conduct or policy.

Where there is a discrepancy between this Policy and the applicable Code of Conduct, the applicable Code of Conduct prevails.

Head, Clara & Maria Policies and Procedures			
DEPARTMENT: Human Resources			POLICY #: HR-01
POLICY NAME: Harassment, Bullying and Workplace Violence Policy			
DATE:	REV. DATE: December 2020	APPROVED BY:	PAGE #: 1 of 19

POLICY STATEMENT:

The following policy outlines the definitions of harassment, bullying and workplace violence and provides employees, members of the public and Council with tools to protect themselves and ensure a respectful and safe workplace.

Purpose:

THE MUNICIPALITY OF THE CORPORATION OF UNITED TOWNSHIPS OF HEAD, CLARA & MARIA is committed to providing and maintaining a working environment that is based on respect for the dignity and rights of everyone in the Municipality. It is THE MUNICIPALITY OF THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA's goal to provide a healthy and safe work environment that is free of any form of harassment or violence.

The Corporation of the United Townships of Head, Clara & Maria is committed to fostering an environment that is free from any of the forms of discrimination and harassment which are prohibited under the Ontario Human Rights Code. Discrimination, harassment and/or violence are unacceptable within the Municipal organization in any form and at any level.

Policy:

This policy governs all employees, contractors, consultants, members of Council, administrative staff, other municipal employees and to a limited extent, members of the public. Remedies under this policy are available to individuals who are engaged in work-related activities in relation to the Municipality. The location of the work activity includes, but is not limited to:

- the workplace;
- during work-related travel;
- at restaurants, hotels or meeting facilities that are being used for business purposes;
- in company-owned or leased facilities;
- during telephone, e-mail or other communications;
- at any work-related social event, whether or not it is company sponsored.

Conduct, comments or behaviour that constitutes harassment, discrimination and/or violence and occurs in locations covered by this expanded definition are subject to investigation under this policy.

If you are a complainant, this policy applies to situations in which you are harassed or subjected to violence in the workplace from either employees of the Municipality or individuals who are not employees of the Municipality, such as Council Members, volunteers, members of the public,

Head, Clara & Maria Policies and Procedures			
DEPARTMENT: Human Resources			POLICY #: HR-01
POLICY NAME: Harassment, Bullying and Workplace Violence Policy			
DATE:	REV. DATE: December 2020	APPROVED BY:	PAGE #: 2 of 19

customers and suppliers, although the available remedies may be constrained by the particular situation.

Remedies may also be available under the Ontario Human Rights Code. Everyone is encouraged to fully examine the various options which are available to them.

The pursuit of a complaint under the internal complaint mechanism does not preclude an individual from filing a complaint with the Ontario Human Rights Commission or pursuing any other available forms of relief. It should be noted that time limits apply to complaints which are taken to the Ontario Human Rights Commission, and persons contemplating making such complaints are urged to contact the Commission immediately so that these time limits are not missed.

A - DEFINITIONS:

In this policy, any reference to a statute or code means the legislation bearing that name at the time this policy is issued and includes its regulations and any amending or successor legislation. "Discrimination"

Workplace discrimination includes any distinction, exclusion or preference based on the protected grounds in the Ontario *Human Rights Code*, which nullifies or impairs equality of opportunity in employment, or equality in the terms and conditions of employment.

The protected grounds of discrimination are:

- race, colour, ancestry, citizenship, ethnic origin or place of origin;
- creed, religion;
- age;
- sex (including pregnancy and gender identity) ;
- sexual orientation;
- family, marital (including same-sex partnership) status;
- disability or perceived disability;
- a record of offences for which a pardon has been granted under the federal *Criminal Records Act* and has not been revoked, or an offence in respect of any provincial enactment.

For purposes of this policy, discrimination will be interpreted in a manner consistent with the Human Rights Code, which does contain some exceptions and interpretive provisions. Decisions

Head, Clara & Maria Policies and Procedures			
DEPARTMENT: Human Resources			POLICY #: HR-01
POLICY NAME: Harassment, Bullying and Workplace Violence Policy			
DATE:	REV. DATE: December 2020	APPROVED BY:	PAGE #: 3 of 19

under the Code have recognized that discrimination may be direct or “constructive”. Direct discrimination is easily recognized but constructive discrimination is more subtle, and includes situations where occupational requirements effectively exclude individuals by race, ancestry, place of origin, etc.

"Sexual Harassment"

Sexual harassment includes conduct or comments of a sexual nature that the recipient does not welcome or that offend him or her. It also includes negative or inappropriate conduct or comments that are not necessarily sexual in nature, but which are directed at an individual because of his or her gender.

Both men and women can be victims of harassment, and someone of the same or opposite sex can harass someone else.

Some examples of sexual harassment include:

- sexual advances or demands that the recipient does not welcome or want;
- threats, punishment or denial of a benefit for refusing a sexual advance;
- offering a benefit in exchange for a sexual favour;
- leering (persistent sexual staring);
- displaying sexually offensive material, such as posters, pictures, calendars, cartoons, screen savers, pornographic or erotic Web sites or other electronic material;
- distributing sexually explicit e-mail messages or attachments, such as pictures or video files;
- sexually suggestive or obscene comments or gestures;
- unwelcome remarks, jokes, innuendoes, propositions or taunting about a person's body, clothing or sex;
- persistent, unwanted attention after a consensual relationship ends;
- physical contact of a sexual nature, such as touching or caressing;
- sexual assault.

"Discriminatory Harassment"

Discriminatory harassment includes comments or conduct based on the protected grounds in the Ontario *Human Rights Code* which the recipient does not welcome or that offends him or her.

Some examples of discriminatory harassment include:

Head, Clara & Maria Policies and Procedures			
DEPARTMENT: Human Resources			POLICY #: HR-01
POLICY NAME: Harassment, Bullying and Workplace Violence Policy			
DATE:	REV. DATE: December 2020	APPROVED BY:	PAGE #: 4 of 19

- offensive comments, jokes or behaviour that disparage or ridicule a person's membership in one of the protected grounds, such as race, religion or sexual orientation;
- imitating a person's accent, speech or mannerisms;
- persistent or inappropriate questions about whether a person is pregnant, has children or plans to have children;
- inappropriate comments or jokes about an individual's age, sexual orientation, personal appearance or weight.

Harassing or discriminatory comments or conduct can poison someone's working environment, making it a hostile or uncomfortable place to work, even if the person is not being directly targeted. This is commonly referred to as a **poisoned working environment** and it is also a form of harassment.

Some examples of actions that can create a poisoned work environment include:

- displaying offensive or sexual materials, such as posters, pictures, calendars, Web sites or screen savers;
- distributing offensive e-mail messages or attachments, such as pictures or video files;
- practical jokes that embarrass or insult someone;
- jokes or insults that are offensive, racist or discriminatory in nature.

"Workplace Harassment" and Bullying

Workplace harassment is a health and safety issue that is covered under the Ontario *Occupational Health and Safety Act*.

The *Occupational Health and Safety Act* defines "workplace harassment" as: "engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome"

Workplace harassment may have some or all of the following components:

- it is generally repetitive, although a single serious incident may constitute workplace harassment if it undermines the recipient's psychological or physical integrity and has a lasting harmful effect;
- it is hostile, abusive or inappropriate;
- it affects the person's dignity or psychological integrity;
- it results in a poisoned work environment.

Head, Clara & Maria Policies and Procedures			
DEPARTMENT: Human Resources			POLICY #: HR-01
POLICY NAME: Harassment, Bullying and Workplace Violence Policy			
DATE:	REV. DATE: December 2020	APPROVED BY:	PAGE #: 5 of 19

In addition, behaviour that intimidates isolates or discriminates against the recipient may also be included.

Some examples of workplace harassment include:

- verbally abusive behaviour, such as yelling, insults, ridicule and name calling, including remarks, jokes or innuendoes that demean, ridicule, intimidate or offend;
- workplace pranks, vandalism, bullying and hazing;
- gossiping or spreading malicious rumours;
- excluding or ignoring someone, including persistent exclusion of a particular person from workplace-related social gatherings;
- undermining someone else's efforts by setting impossible goals with short deadlines and deliberately withholding information that would enable a person to do his or her job;
- providing only demeaning or trivial tasks in place of normal job duties;
- humiliating someone;
- sabotaging someone else's work;
- displaying or circulating offensive pictures or materials;
- offensive or intimidating phone calls or e-mails;
- impeding an individual's efforts at promotions or transfers for reasons that are not legitimate;
- making false allegations about someone in memos or other work-related documents.

What isn't harassment?

Workplace harassment should not be confused with legitimate, reasonable management actions that are part of the normal work function, including:

- measures to correct performance deficiencies, such as placing someone on a performance improvement plan;
- imposing discipline for workplace infractions;
- requesting medical documents in support of an absence from work.

It also does not include normal workplace conflict that may occur between individuals or differences of opinion between co-workers.

The test of harassment

It does not matter whether you intended to offend someone. The test of harassment is whether you knew or *should have known* that the comments or conduct were unwelcome to the other

Head, Clara & Maria Policies and Procedures			
DEPARTMENT: Human Resources			POLICY #: HR-01
POLICY NAME: Harassment, Bullying and Workplace Violence Policy			
DATE:	REV. DATE: December 2020	APPROVED BY:	PAGE #: 6 of 19

person. For example, someone may make it clear through his or her conduct or body language that the behaviour is unwelcome, in which case you must immediately stop that behaviour.

Although it is commonly the case, the harasser does not necessarily have to have power or authority over the victim. Harassment can occur from co-worker to co-worker, supervisor to employee and employee to supervisor.

"Workplace Violence" and "Domestic Violence"

Workplace violence and domestic violence that may occur in the workplace are health and safety issues which are covered under the Ontario *Occupational Health and Safety Act*.

Workplace violence is defined under the Ontario *Occupational Health and Safety Act* as:

- "(a) the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker,
- "(b) an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker,
- "(c) a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker."

It is defined broadly enough to include acts that may be considered criminal. Workplace violence includes:

- physically threatening behaviour, such as shaking a fist at someone, finger pointing, destroying property, throwing objects;
- verbal or written threats to physically attack a worker;
- leaving threatening notes or sending threatening e-mails;
- wielding a weapon at work;
- stalking someone;
- physically aggressive behaviours, including hitting, shoving, standing excessively close to someone in an aggressive manner, pushing, kicking, throwing an object at someone, physically restraining someone or any other form of physical or sexual assault.

Violence that occurs outside the normal workplace but which has an impact on the working environment, including working relationships, may also be considered violence in the workplace.

Head, Clara & Maria Policies and Procedures			
DEPARTMENT: Human Resources			POLICY #: HR-01
POLICY NAME: Harassment, Bullying and Workplace Violence Policy			
DATE:	REV. DATE: December 2020	APPROVED BY:	PAGE #: 7 of 19

Domestic Violence If you are experiencing domestic violence that would likely expose you, or other workers, to physical injury that may occur in the workplace, we will take every precaution reasonable to protect you and your co-workers in the circumstances. This may include some or all of the following:

- creating a safety plan;
- contacting the police;
- establishing enhanced security measures, such as a panic button, code words, and door and access security measures;
- screening calls and blocking certain e-mail addresses;
- adjusting your working hours and location so that they are not predictable;
- facilitating your access to counselling through the Employee Assistance Program or other community programs.

We appreciate the sensitivity of these issues and will do our best to assist you as discreetly as possible while maintaining your privacy.

B - PREVENTING HARASSMENT, DISCRIMINATION AND VIOLENCE:

It is our mutual responsibility to ensure that we create and maintain a harassment-free, discrimination-free and violence-free workplace, and address violence and/or the threat of violence from all possible sources (including customers, clients, employers, supervisors, Council members, volunteers, workers, members of the public, strangers and domestic/intimate partners).

1. The Municipality's Commitment:

THE MUNICIPALITY OF CORPORATION OF THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA will do its part by not tolerating or condoning discrimination, harassment or violence in the workplace. This includes making everyone in our organization aware of what behaviour is and is not appropriate, assessing the risk of workplace violence, investigating complaints and imposing suitable corrective measures.

The Corporation recognizes that it is possible for allegations to be advanced against the very persons required or permitted to investigate or deal with complaints under this policy. In such cases, a person who wishes to make a formal or informal complaint may contact any member of the Municipality's management with whom the complainant is comfortable. The staff member

Head, Clara & Maria Policies and Procedures			
DEPARTMENT: Human Resources			POLICY #: HR-01
POLICY NAME: Harassment, Bullying and Workplace Violence Policy			
DATE:	REV. DATE: December 2020	APPROVED BY:	PAGE #: 8 of 19

so contacted shall bring the complaint to the attention of senior management (including the Municipal lawyer) who shall ensure that the complaint is investigated by persons who come as close as possible to meeting the requirements of this policy but who have no complaint, and in such circumstances this policy shall permit all necessary substitutions.

2. Persons who may take advantage of this Policy:

Anyone who alleges that they have suffered discrimination, harassment or violence by a person governed by this policy may make a complaint in accordance with this policy.

3. Obligations and Responsibilities:

Everyone governed by this policy is responsible for ensuring that all Municipal operations are free from discrimination, harassment and/or violence.

Council and senior staff have specific responsibilities to create and maintain a Workplace that is free from violence, discrimination or harassment. The Clerk-Treasurer is specifically responsible for ensuring that the policy is communicated and understood by all staff and that the policy is supported and encouraged. The Clerk-Treasurer is also responsible for maintaining policies to prevent the development, escalation or recurrence of discrimination, harassment or violence.

The successful resolution of concerns and complaints is often determined by the way in which they are handled. The existence of a process with detailed procedures and guidelines is critical to ensure that all complaints are dealt with in a consistent and fair manner which allows flexibility to accommodate different situations, circumstances and needs.

The Municipality has established a procedure to permit complaints of discrimination, violence and harassment to be dealt with internally. External investigation will be obtained where necessary. All complaints so advanced will be taken seriously, and will be acted upon quickly and in a confidential manner.

4. Duties of Supervisors:

Supervisors are expected to assist in creating a harassment-free, discrimination-free workplace and to immediately contact the Clerk-Treasurer or alternate if they receive a complaint of workplace harassment, discrimination or violence, or witness or are aware of harassing or violent behaviour. Supervisors must also take every reasonable precaution to protect employees from

Head, Clara & Maria Policies and Procedures			
DEPARTMENT: Human Resources			POLICY #: HR-01
POLICY NAME: Harassment, Bullying and Workplace Violence Policy			
DATE:	REV. DATE: December 2020	APPROVED BY:	PAGE #: 9 of 19

workplace violence, including evaluating a person's history of violent behaviour to determine whether and to whom this employee poses a risk. In making this evaluation supervisors should consider:

- whether the person's history of violence was associated with the workplace or work;
- whether the history of violence was directed at a particular employee or employees in general;
- how long ago the incidence of violence occurred.

In certain circumstances, supervisors may have a duty to provide information about a risk of workplace violence from a person with a history of violent behaviour if an employee can be expected to encounter that person during the course of his or her work and the risk of workplace violence is likely to expose the employee to physical injury. Supervisors will only release as much personal information about the person with a history of violent behaviour as is reasonably necessary to protect the employee from physical injury.

5. Duties of All Employees:

You must do your part by ensuring that your behaviour does not violate this policy and by fostering a work environment that is based on respect and is free of harassment or discrimination.

You are also required to report to the Clerk-Treasurer or alternate the existence of any workplace violence or threat of workplace violence.

6. Duties of the Clerk-Treasurer as Advisor:

To assist you in understanding your rights and obligations under this policy, THE MUNICIPALITY OF THE CORPORATION OF THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA has appointed the Clerk-Treasurer to act as advisor.

The role of the advisor is to:

- act as a resource and answer inquiries with respect to this policy;
- discuss complaints on a confidential basis, unless the advisor is required to release information by law, or where there is a risk of harm to you or another individual;
- assist individuals who may be experiencing domestic violence that may expose them to a risk of physical injury in the workplace;

Head, Clara & Maria Policies and Procedures			
DEPARTMENT: Human Resources			POLICY #: HR-01
POLICY NAME: Harassment, Bullying and Workplace Violence Policy			
DATE:	REV. DATE: December 2020	APPROVED BY:	PAGE #: 10 of 19

- assist in the informal resolution of complaints through counseling;
- engage in discussions with the respondent to see if the matter can be resolved informally.

To avoid any potential conflicts of interest, the advisor is not involved in conducting formal investigations.

The advisor is impartial and may provide assistance in resolving issues of harassment and discrimination to any employee, contractor or consultant. That can include facilitating a solution between two or more affected parties or assisting a complainant, respondent or witness during an investigation.

The advisor is an advocate for a respectful workplace, not an advocate for a particular individual. The advisor shall maintain confidentiality to the extent practicable and appropriate under the circumstances. They are not investigators under the policy, nor are they decision-makers.

In carrying out their duties under this policy, the Clerk-Treasurer as advisor will be directly responsible to the Council.

Such contact will have three possible outcomes:

- The complainant may decide, after discussing the matter with the advisor, that no discrimination or harassment occurred. If this happens, no further action will be taken and no record will be made in any file;
- The complainant may have evidence of harassment or discrimination, but may not wish to lay a formal complaint. If this happens:
 - i. If the complainant agrees, the advisor may choose to take no further action with respect to the allegations where this would be appropriate in the circumstances;
 - ii. The advisor and the complainant may agree on an informal means of resolving the issue which may include informal meetings or other communications with the person against whom the allegations are made; or
 - iii. The Clerk-Treasurer or Council may recommend that an investigation should nevertheless occur as though a formal complaint was in fact laid, even where that recommendation is contrary to the wishes of the complainant. We may need to

Head, Clara & Maria Policies and Procedures			
DEPARTMENT: Human Resources			POLICY #: HR-01
POLICY NAME: Harassment, Bullying and Workplace Violence Policy			
DATE:	REV. DATE: December 2020	APPROVED BY:	PAGE #: 11 of 19

continue with an investigation if the allegations are serious or if there have been previous complaints or incidents involving the respondent the complainant was not aware of. The Clerk-Treasurer or Council will consider this recommendation in consultation with the Municipal Solicitor.

- The complainant may decide to lay a formal complaint.

C - PROCEDURE FOR RESOLVING AND INVESTIGATING HARASSMENT COMPLAINTS

1. Informal Procedure:

If you believe that you are being harassed, the first thing to do is to tell the person to stop. Do so as soon as you receive any unwelcome comments or conduct. Although this may be difficult to do, telling the person you don't like his or her actions is often enough to stop the behaviour.

Some of the things you can say that might stop the behaviour include:

- "I don't want you to do that."
- "Please stop doing or saying . . ."
- "It makes me uncomfortable when you . . ."
- "I don't find it funny when you . . ."

If the harassment continues after you have confronted the individual, you may want to provide him or her with a written statement of the situation. Include specific details of the behaviours you consider to be harassing, your request to the harasser to stop and your expectations that he or she will stop. Provide details of the next steps you plan to take if the harassment does not stop, *e.g.*, filing a formal complaint. Make sure you keep a copy of this statement for yourself.

It helps to keep a record of any incident(s) that you experience. This includes when the harassment started, what happened, whether there were any witnesses and what your response was.

If you believe that someone who is not a member of our organization, *e.g.*, volunteer, member of the public, customer, contractor, supplier, etc., has harassed or discriminated against you, please report the harassment to the Clerk-Treasurer. Although THE MUNICIPALITY OF THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA has limited control over third parties, we will do our best to address the issue and prevent further problems from arising.

Head, Clara & Maria Policies and Procedures			
DEPARTMENT: Human Resources			POLICY #: HR-01
POLICY NAME: Harassment, Bullying and Workplace Violence Policy			
DATE:	REV. DATE: December 2020	APPROVED BY:	PAGE #: 12 of 19

2. Formal Procedure:

If the complaint cannot be resolved informally (or with assistance of the Clerk-Treasurer as Advisor) or if it is too serious to handle on an informal basis, you may bring a formal complaint to the Clerk-Treasurer's Office. The Clerk-Treasurer acts as a workplace coordinator with respect to harassment, discrimination and violence in the workplace.

If you bring a formal complaint, we will need as much written information as possible, including the name of the person you believe is harassing you, the place, date and time of the incident(s), and the names of any possible witnesses. A copy of the appropriate form, Harassment, Bullying and Workplace Violence Complaint Form (Appendix A) is available from the Clerk-Treasurer.

It is important that we receive your complaint as soon as possible so that the problem doesn't escalate or happen again. Once we receive your complaint, we will initiate a formal investigation if it is necessary and appropriate to do so.

Such complaints may be registered either personally or through a solicitor or agent.

Please note that it is our policy not to investigate anonymous complaints unless there are extenuating circumstances.

3. Investigation procedure:

The Clerk-Treasurer will commence an investigation as quickly as possible.

All investigations will be handled by a member of the Municipality's management in consultation with the Municipal Solicitor.

The Clerk-Treasurer is authorized to contact and consult with the Municipal Solicitor when faced with an unprecedented situation or when the Clerk-Treasurer deems that the solicitor's assistance and advice are needed. It must be noted that whether the solicitor is assisting the Clerk-Treasurer or another staff member the role of the municipal solicitor is to assist Council as a whole and not any particular member of Council or staff person.

In the event of a complaint against a member of Council, the rules concerning breach of the Municipal Code of Conduct for Council members will apply to this policy as well including:

Head, Clara & Maria Policies and Procedures			
DEPARTMENT: Human Resources			POLICY #: HR-01
POLICY NAME: Harassment, Bullying and Workplace Violence Policy			
DATE:	REV. DATE: December 2020	APPROVED BY:	PAGE #: 13 of 19

timeliness of investigation, process to be followed etc. Please refer the most current Municipal Code of Conduct for Council Members Policy for further details.

Any investigation will include:

- interviewing the complainant and respondent to ascertain all of the facts and circumstances relevant to the complaint, including dates and locations;
- interviewing witnesses, if any;
- reviewing any related documentation;
- making detailed notes of the investigation and maintaining them in a confidential file.

Once the investigation is complete, the investigator(s) in conjunction with the Municipal Solicitor will prepare a detailed report of the findings to the Clerk-Treasurer or Council. A summary of the findings will also be provided to the complainant and respondent.

It is our goal to complete any investigation and communicate the results to the complainant and respondent within 30 days after we receive a complaint, where possible.

If the complaint of harassment, bullying or workplace violence is made by the Clerk/Treasurer against a member of Council or a member of the public, the issue will be referred to the Municipal Solicitor for investigation and resolution in conjunction with a member of Council. Any recommendations made by the investigator and Municipal Solicitor will be presented to Council for resolution and decision based on this policy and the Councillor Code of Conduct.

If the complaint of harassment, bullying or workplace violence is made against the Clerk-Treasurer the issue will be referred to the Municipal Solicitor for investigation and resolution in conjunction with a member of Council. Any recommendations made by the investigator and Municipal Solicitor will be presented to Council for resolution and decision based on this policy, the employee Code of Conduct policy and the Municipal Discipline and Dismissal policy.

4. Corrective action:

In the case of an employee, the Clerk-Treasurer will determine what action should be taken as a result of the investigation as per municipal policy and legislation.

Head, Clara & Maria Policies and Procedures			
DEPARTMENT: Human Resources			POLICY #: HR-01
POLICY NAME: Harassment, Bullying and Workplace Violence Policy			
DATE:	REV. DATE: December 2020	APPROVED BY:	PAGE #: 14 of 19

The Clerk-Treasurer will inform the complainant and respondent of the results of the investigation and whether (but not necessarily what) corrective measures were taken, if any were necessary.

In the case of the Clerk-Treasurer, Council will determine what action should be taken as a result of the investigation as per municipal policy and legislation based on the recommendations of the employee investigator with the assistance and upon referral to the municipal solicitor.

If a finding of harassment is made, THE MUNICIPALITY OF CORPORATION OF THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA will take appropriate corrective measures, regardless of the respondent's seniority or position in the organization.

In addition to those disciplinary actions outlined in the Discipline and Dismissal Policy, corrective measures may include one or more of the following:

- discipline, such as a verbal warning, written warning or suspension without pay;
- termination with or without cause;
- referral for counselling (sensitivity training), anger management training, supervisory skills training or attendance at educational programs on workplace respect ;
- a demotion or denial of a promotion;
- reassignment or transfer;
- financial penalties, such as the denial of a bonus or performance-related salary increase;
- any other disciplinary action deemed appropriate under the circumstances.

If there is not enough evidence to substantiate the complaint, corrective measures will not be taken.

In the case of a complaint against a member of Council the appropriate corrective measures and sanctions which may be imposed will be those which exist in the Councillor Code of Conduct. Harassment, bullying or workplace violence would constitute a breach of the Councillor Code of Conduct.

If you make a complaint in good faith and without malice, regardless of the outcome of the investigation, you will not be subject to any form of discipline. THE MUNICIPALITY OF THE CORPORATION OF THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA will, however, discipline or terminate anyone who brings forward a false and malicious complaint.

Head, Clara & Maria Policies and Procedures			
DEPARTMENT: Human Resources			POLICY #: HR-01
POLICY NAME: Harassment, Bullying and Workplace Violence Policy			
DATE:	REV. DATE: December 2020	APPROVED BY:	PAGE #: 15 of 19

If the decision to be made concerns a member of Council or the Clerk-Treasurer, the incident would be considered a “Code of Conduct” breach and the debate and decision would need to be made in open session of Council.

If the decision concerns a member of the public the issue may be discussed in closed session at the discretion of Council using the exemption to open meetings concerning “personal information about an identifiable individual

D - PROCEDURE FOR RESOLVING AND INVESTIGATING WORKPLACE VIOLENCE

You have the right to refuse work if workplace violence is likely to endanger you. In that instance, please immediately contact your supervisor, at which point appropriate measures will be taken to protect you and investigate the situation. You will be moved to a safe place as near as reasonably possible to your normal workstation and will need to be available for the purposes of investigating the incident. In some circumstances, you may be provided with reasonable alternative work during normal working hours.

In appropriate circumstances, we (or workers) may contact the police, or other emergency responders as appropriate, to assist, intervene or investigate workplace violence. Details about the measures and procedures for summoning immediate assistance will be provided and may include:

- equipment to summon assistance, such as phones, cell phones, etc.;
- emergency telephone numbers and/or e-mail addresses;
- detailed emergency procedures.

Provided the situation is dealt with quickly and the danger to workers is removed, the necessity of a worker refusing to work may be alleviated. In no way, regardless of the actions taken to deal with the threat of violence, is a worker’s right to refuse work limited.

1. Investigation Procedure:

You are required to report the existence of any workplace violence or threat of workplace violence to your supervisor or the Clerk-Treasurer. The Clerk-Treasurer will commence an investigation as quickly as possible. We may choose to use either an internal or an external investigator, depending on the nature of the complaint.

The investigation will include:

Head, Clara & Maria Policies and Procedures			
DEPARTMENT: Human Resources			POLICY #: HR-01
POLICY NAME: Harassment, Bullying and Workplace Violence Policy			
DATE:	REV. DATE: December 2020	APPROVED BY:	PAGE #: 16 of 19

- interviewing the complainant and respondent to ascertain all of the facts and circumstances relevant to the complaint, including dates and locations;
- interviewing witnesses, if any;
- reviewing any related documentation;
- making detailed notes of the investigation and maintaining them in a confidential file.

Once the investigation is complete, the employee investigator(s) with the assistance of and referral to the municipal solicitor will prepare a detailed report of the findings to the Clerk-Treasurer or Council. A summary of the findings will also be provided to the complainant and respondent.

It is our goal to complete any investigation and communicate the results to the complainant and respondent within 30 days after we receive a complaint, where possible.

2. Corrective Action:

The Clerk-Treasurer or Council in the case of the Clerk-Treasurer will determine what action should be taken as a result of the investigation.

The Clerk-Treasurer or alternate will inform the complainant and respondent of the results of the investigation and whether (but not necessarily what) corrective measures were taken, if any were necessary.

If a finding of workplace violence is made, THE MUNICIPALITY OF THE CORPORATION OF THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA will take appropriate corrective measures, regardless of the respondent's seniority or position in the MUNICIPALITY.

In addition to those disciplinary actions outlined in the Discipline and Dismissal Policy, corrective measures may include one or more of the following:

- discipline, such as a verbal warning, written warning or suspension without pay;
- termination with or without cause;
- referral for counselling (sensitivity training), anger management training, supervisory skills training or attendance at educational programs on workplace respect ;
- a demotion or denial of a promotion;
- reassignment or transfer;
- financial penalties, such as the denial of a bonus or performance-related salary increase;

Head, Clara & Maria Policies and Procedures			
DEPARTMENT: Human Resources			POLICY #: HR-01
POLICY NAME: Harassment, Bullying and Workplace Violence Policy			
DATE:	REV. DATE: December 2020	APPROVED BY:	PAGE #: 17 of 19

- any other disciplinary action deemed appropriate under the circumstances.

If there is not enough evidence to substantiate the complaint, corrective measures will not be taken.

If you make a complaint in good faith and without malice, regardless of the outcome of the investigation, you will not be subject to any form of discipline. THE MUNICIPALITY OF THE CORPORATION OF THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA will, however, discipline or terminate anyone who brings forward a false and malicious complaint.

E - PROCEDURE FOR ADDRESSING DOMESTIC VIOLENCE

If you are experiencing domestic violence that would expose you to physical injury in the workplace, or if you are experiencing workplace violence or believe that workplace violence is likely to occur, you may seek immediate assistance by contacting the Clerk-Treasurer or alternate. Senior Management will assist in preventing and responding to the situation.

F - CONFIDENTIALITY OF COMPLAINTS AND INVESTIGATIONS

We recognize the sensitive nature of harassment, discrimination and violence complaints and we will keep all complaints confidential, to the extent that we are able to do so. We will only release as much information as is necessary to investigate and respond to the complaint or situation or if required to do so by law.

The Corporation, through its management and legal staff, must ensure that complaints are investigated and handled in a manner so that the identities of the persons involved are kept confidential. It must be recognized that, to the extent that the complainant chooses to initiate proceedings or make comments outside the Corporation's internal harassment complaint procedures, confidentiality cannot be guaranteed. It must also be recognized that information collected and retained is subject to release under the *Municipal Freedom of Information and Protection of Individual Privacy Act*, the Ontario Human Rights Code or the rules governing court proceedings.

The investigation process will involve the direct and indirect collection of personal information in relation to the complainant and the person against whom any complaint is advanced. Persons investigating discrimination or harassment on behalf of the Corporation are expressly authorized

Head, Clara & Maria Policies and Procedures			
DEPARTMENT: Human Resources			POLICY #: HR-01
POLICY NAME: Harassment, Bullying and Workplace Violence Policy			
DATE:	REV. DATE: December 2020	APPROVED BY:	PAGE #: 18 of 19

to collect any such personal information as may be required to properly conduct the investigation.

Out of respect for the relevant individuals, it is essential that the complainant, respondent, witnesses and anyone else involved in the formal investigation of a complaint maintain confidentiality throughout the investigation and afterwards.

The investigation will be conducted by a **third party investigator** with the assistance of and referral to the Municipal Solicitor or his designate. Pursuant to the stated guidelines of the Ontario Human Rights Commission for internal dispute resolution mechanisms, the investigation shall not be conducted by any person who exercises supervisory responsibilities over the complainant or the person against whom allegations have been made.

G - PROTECTION FROM RETALIATION

THE MUNICIPALITY OF THE CORPORATION OF THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA will not tolerate retaliations, taunts or threats against anyone who complains about harassment or takes part in an investigation. Any person, who taunts, retaliates against or threatens anyone in relation to a harassment, discrimination or violence complaint may be disciplined or terminated.

The findings of the investigation shall be compiled in the form of a written report to the Clerk-Treasurer, who shall receive the report and recommend the appropriate disciplinary action (if such action is warranted by the results of the report). The complainant shall be advised of the outcome of the investigation and any disciplinary action taken. In the event that the complainant is not satisfied with the disciplinary action taken by the Corporation, the complainant shall be reminded that, subject to the possible expiration of time limits, there is a continuing right to file a complaint with the Ontario Human Rights Commission.

The findings of the investigation may also include other relevant recommendations of the investigators in relation to the matter in question. For instance, the investigators may recommend certain administrative changes to correct deficiencies which were noted during the investigation.

Any persons being interviewed during the course of an investigation shall be entitled to have legal counsel present at their expense during any questioning. The person against whom allegations have been made shall be specifically warned prior to any questioning in the formal

Head, Clara & Maria Policies and Procedures			
DEPARTMENT: Human Resources			POLICY #: HR-01
POLICY NAME: Harassment, Bullying and Workplace Violence Policy			
DATE:	REV. DATE: December 2020	APPROVED BY:	PAGE #: 19 of 19

investigation that serious allegations have been brought, that his or her answers will be recorded and may be used against him or her, and that he or she is entitled to have a solicitor present at his or her expense during any questioning.



Name of Complainant: _____

Person Against Whom Complaint Laid:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on its right side, suggesting it's resting on a surface.

Signature

Date _____

Received in Office Date and Time

By _____

HR-01 Harassment, Bullying and Workplace Violence Policy
Appendix A

Mutual Assistance Agreement

BETWEEN:

The Corporation of the County of Renfrew

(each a "Party" and collectively the "Parties")

Mutual Assistance Agreement

This Agreement made this ____ day of _____, 20__.

BETWEEN:

The Corporation of the County of Renfrew;

(each a "Party" and collectively the "Parties")

WHEREAS Section 2.1 of the Emergency Management and Civil Protection Act, R.S.O. 1990 c. E.9 (the "Act") as amended, requires every municipality to develop and implement an emergency management program;

AND WHEREAS Section 3(1) of the Act requires every municipality to formulate and adopt by by-law an emergency plan;

AND WHEREAS Section 2.1(1) requires every municipality to develop, implement and adopt by by-law an emergency management program;

AND WHEREAS Section 13(3) of the Act permits the Council of a municipality to enter into an agreement with any other municipality or with any person for the provision of personnel, services, equipment or material during emergencies ("Mutual Assistance");

AND WHEREAS for purposes of this agreement, Mutual Aid (**Fire Services**) is excluded and is covered under separate Mutual Aid Agreements;

AND WHEREAS the Councils of the municipalities in the **County of Renfrew, _____** deem it necessary and desirable to enter into an agreement with each other for the provision of Mutual Assistance;

NOW THEREFORE in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1.0 Definitions

In this Agreement the following words shall have the following meanings:

Emergency Control Group – means the organizational entity responsible for directing and controlling the Assisted Municipality's response to an Emergency;

Emergency, Emergency Area and Emergency Plan – shall have their respective meanings as defined in the Act;

Mutual Assistance Agreement – means this Agreement and the attached Schedule(s), which together form the entire Agreement between the parties;

Mutual Assistance – means the provision of personnel, services, equipment or material during an Emergency by a Responding Party, but excludes the provision of personnel, services, equipment or material from a Responding Party's **Fire Service**;

Receiving Party – means a municipality which receives Mutual Assistance pursuant to this agreement;

Responding Party – means a municipality which provides Mutual Assistance pursuant to this Agreement.

2.0 Principles of Mutual Assistance Agreement

2.1 Each party agrees that:

- (a) Mutual Assistance shall be supplied at no cost to a Receiving Party;
- (b) this Agreement does not require any party to provide emergency **Fire Services** to any other party;
- (c) the intent of this Agreement is to provide an organizational framework for the effective and co-ordinated provision of Mutual Assistance to a Receiving Party; and
- (d) the provision of **Fire Services** during an Emergency is not covered by this Agreement, but that each party has entered into, or has had a reasonable opportunity to enter into, a mutual aid agreement concerning the provision of emergency **Fire Services**.

2.2 Each party agrees that it is entering into this Agreement in order to:

- (a) minimize the effects of an Emergency by establishing the process for the effective and co-ordinated provision of Mutual Assistance; and

- (b) provide the organizational framework necessary to effectively manage Mutual Assistance resources.

3.0 Activation of Mutual Assistance

3.1 In order to receive Mutual Assistance, the Receiving Party shall:

- (a) activate its Emergency Control Group;
- (b) implement its Emergency Plan;
- (c) request Mutual Assistance in accordance with this Agreement;
- (d) provide clear, concise and specific direction to the Responding Party concerning the specific staff and resources required as Mutual Assistance;
- (e) provide clear, concise and specific direction so that the Mutual Assistance is directed to the correct location;
- (f) identify and advise, as soon as possible, the expected duration of the Emergency; and
- (g) identify and advise, as soon as possible, whether lodging, meals, fuel or other logistics are required from, or will be supplied to, the Responding Party.

3.2 The Responding Party, upon receiving a request for Mutual Assistance, reserves the following rights:

- (a) to provide assistance at its own discretion;
- (b) to recall all, or a portion thereof, of the Mutual Assistance it has provided;
- (c) to direct that all the Mutual Assistance it is sending report to the appropriate designated command area (being either the Emergency Operations Centre or the Site Command Post) for assignment; and
- (d) to supply its own personnel to supervise their own Mutual Assistance resources.

- 3.3 Each party hereby authorizes its Chief Administrative Officer, or such other senior officer of the party as the Chief Administrative Officer has designated (hereinafter "CAO") to request assistance, accept offers to provide assistance, accept requests for assistance or offer to provide assistance pursuant to this Agreement on behalf of that party.

4.0 Requests for Assistance

- 4.1 The parties agree that in an Emergency, a Requesting Party may request assistance in the form of qualified personnel, services, equipment, or material from the other party.
- 4.2 The request for assistance shall be made by the CAO of the Requesting Party to the CAO of the Requested Party. The CAO may make the initial request for assistance orally however a written request should follow as soon as reasonably practicable. The Requested Party may request such reasonable additional information as it considers necessary to confirm the existence of the Emergency and to assess the type, scope, nature and amount of assistance to be provided.
- 4.3 The Requested Party shall respond to the request within one (1) day, and may in its sole discretion determine the type and scope, nature and amount of assistance it will provide. The Requested Party may respond to the request orally however a written response should follow as soon as reasonably practicable.
- 4.4 The Assisting Municipality may provide assistance to the other party upon a request and a response having been given orally.
- 4.5 The agreement to provide assistance shall be confirmed in writing as soon as reasonably practicable using the form set out in Schedule "A" attached hereto. The CAO of the Requesting Party shall complete, sign and forward the form to the CAO of the Requested Party, who shall then return a signed copy. The written confirmation shall set out in detail the specific personnel, services, equipment or material that has been requested as assistance, and which the Assisting Municipality has agreed to provide.
- 4.6 The parties may, by mutual agreement, amend the assistance to be provided to the Assisted Municipality under this Agreement. Amendments to the scope, type, nature or amount of assistance shall be confirmed in

writing by the parties using the form set out in Schedule "A" attached hereto within three (3) days of being agreed upon.

5.0 Limitations on Assistance Provided

- 5.1 Nothing in this Agreement shall require or obligate or be construed to require or obligate a party to provide assistance. Each party shall retain the right to refuse the request to provide assistance, and the right to offer options to the assistance that has been requested.
- 5.2 No liability shall arise against the Requested Party if it fails, for any reason whatsoever, to respond to a request for assistance made under this Agreement.
- 5.3 When assistance has been offered or provided by the Assisting Municipality, the Assisting Municipality shall not be obligated to provide any further assistance or to do anything or take any action beyond that which is specifically agreed to by the acceptance of the request for assistance.
- 5.4 Nothing in this Agreement shall prevent the Assisting Municipality, in its sole discretion, from withdrawing any or all assistance provided to the Assisted Municipality. Any withdrawal of assistance by the Assisting Municipality shall be made only upon at least forty-eight (48) hours notice to the Assisted Municipality, unless the Assisting Municipality is responding to an actual or pending Emergency within its own geographical boundaries, in which case it may withdraw assistance from the Assisted Municipality without notice.
- 5.5 The Assisted Municipality may determine in its sole discretion that its requirement for assistance has ceased and shall notify the Assisting Municipality of this in writing.

6.0 Indemnification

- 6.1 The Receiving Party shall indemnify and save harmless the Responding Party from all claims, costs, all manner of action or actions, cause and causes of action, accounts, covenants, contracts, demands or other proceedings of every kind or nature whatsoever at law or in equity arising out of this Agreement and out of assistance provided pursuant to this

Agreement. The indemnity herein provided shall include all costs, including but not limited to duties, dues, accounts, demands, penalties, fines and fees.

7.0 Insurance

7.1 During the term of this Agreement, each party shall obtain and maintain in full force and effect, general liability insurance issued by an insurance company authorized by law to carry on business in the Province of Ontario, providing for, without limitation, coverage for personal injury, public liability and property damage. Such policy shall:

- (a) have inclusive limits of not less than Five Million Dollars (\$5,000,000) for injury, loss or damage resulting from any one occurrence;
- (b) contain a cross-liability clause endorsement and severability of interests clause of standard wording;
- (c) name the other party as an additional insured with respect to any claim arising out of the Assisted Municipalities obligations under this Agreement or the Assisting Municipality's provision of personnel, services, equipment or material pursuant to this Agreement; and
- (d) include a non-owned automobile endorsement.

7.2 During the term of this Agreement, each party shall obtain and maintain in full force and effect, automobile liability insurance in the amount of Five Million Dollars (\$5,000,000) for injury, loss or damage resulting from any one occurrence.

7.3 Upon the request of the other party, each party shall provide proof in a form satisfactory to the Receiving Party's Chief Administrative Officer, or designate.

7.4 In the case of any conflict between the provision of this document and other provisions speaking to contractual indemnity or insurance clauses, the provisions of this Agreement will govern.

8.0 Costs

8.1 Unless specifically provided for in this agreement, any costs incurred in connection with the provision of Mutual Assistance shall be borne by the Responding Party providing such aid unless:

- (a) an alternate agreement is reached between the parties for payment of services provided prior to deployment of any Mutual Assistance.
- (b) provincial and/or federal funding becomes available to offset the costs associated with responding to an Emergency.

8.2 In the event provincial and/or federal funding becomes available to offset costs associated with responding to an Emergency, and such funding exceeds the Receiving Party's own expenses, then the Receiving Party shall distribute such excess funds in an equitable manner between the Responding Parties in accordance with the following:

- (a) any agreement it entered into in order to receive the funding;
- (b) invoices submitted by a Responding Party;
- (c) the value of the Mutual Assistance provided by a Responding Party;
and
- (d) a consideration of the costs borne by each Responding Party.

8.3 The parties agree and accept that provincial and/or federal funding may not be available, or, if available, may not completely compensate the Receiving Party for its expenses associate with responding to an Emergency. The parties also agree and accept that the Receiving Party shall have the unfettered discretion to distribute excess funds in accordance with Article 8.2.

8.4 For the duration of the assistance provided under this Agreement, the Assisted Municipality shall be responsible for providing all food, lodging and accommodation required by the personnel furnished pursuant to this Agreement. Where food and lodging cannot be provided in-kind, the Assisted Municipality shall pay a reasonable per diem to personnel for any food and lodging purchased by personnel of the Assisting Municipality. The

per diem shall be no less than the Assisted Municipality pays to its own employees as a matter of policy or agreement.

9.0 Review and Termination

- 9.1 This agreement comes into force and effect for each municipality on the day of that municipality's endorsement and will be reviewed yearly thereafter by all parties. At the time of the review, changes or additions may be introduced by way of an amendment, which shall become part of the agreement upon ratification by all parties.
- 9.2 Any one of the parties may withdraw from this agreement by giving thirty (30) days notice of termination to all other parties. After the withdrawal of any party, the agreement shall continue to be in force between the remaining parties.

10.0 Employment Relationship

- 10.1 Despite that the employees, contractors, servants and agents (collectively "the workers") of the Assisting Municipality may be assigned to perform duties for the Assisted Municipality, and that for the duration of the Emergency, the Assisted Municipality shall reimburse the Assisting Municipality for the costs of the wages, salaries and expenses of the workers, in all other respects the workers of the Assisting Municipality retain their employment or contractual relationship with the Assisting Municipality. The parties acknowledge and agree that the Assisted Municipality is not to be deemed the employer of the Assisting Municipality's employees, agents, or contractors or servants, under any circumstances or for any purpose whatsoever. The Assisting Municipality shall remain responsible for all statutorily required deductions, contributions and/or payments, such as E.I. CPP, etc.
- 10.2 Each Party agrees to review the provisions of this Agreement with its appropriate local bargaining units for the purpose of seeking amendments to local agreements, if necessary, to reflect the terms of this Agreement. Each party further agrees to advise the other party as soon as practically possible if it becomes aware of any impediments or obstacles imposed by local agreements to meeting its obligations under this Agreement.

11.0 Liaison and Supervision

- 11.1 The Assisting Municipality shall have the right, to be exercised in its sole discretion, to assign an employee or agent (the "Liaison Officer") of the Assisting Municipality to the Emergency Control Group of the Assisted Municipality. The Liaison Officer shall provide a liaison between the Assisting Municipality and the Emergency Control Group of the Assisted Municipality. The parties acknowledge that the purpose of the Liaison Officer shall be to permit communication between the Assisted and Assisting Municipalities. Subject to the Municipal Freedom of Information and Protection of Privacy Act, the Liaison Officer shall be permitted to inform the Assisting Municipality on the status of the Emergency and the actions taken by the Assisted Municipality. The Liaison Officer shall have the right to obtain information about the Emergency and the use of the assistance provided in order to report to the Assisting Municipality during and after the duration of the assistance provided and the Emergency. The Assisting Municipality shall keep confidential and not disclose any information concerning the emergency or the assistance provided without the prior consent of the Assisted Municipality, except as may be legally required.
- 11.2 The Assisting Municipality shall assign its personnel to perform tasks as directed by the Emergency Control Group of the Assisted Municipality. The Assisting Municipality shall have the right to assign supervisory personnel to operate or supervise the operation of any of the Assisting Municipality's personnel and or equipment furnished as assistance to the Assisted Municipality. Such supervision shall be in accordance with the instructions of the Emergency Control Group.

12.0 Information Sharing

- 12.1 If requested and subject to the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), each party shall respond to the other party's request for information regarding specified types of personnel, services, equipment or material in the possession of each party that may be used in the provision of assistance under this Agreement. All such information shall be provided without any warranty of any kind as to its accuracy, reliability, usefulness or other characteristics.

12.2 Personal Information

- (a) Section 12.1 shall not require any party to provide personal information, as defined in the Municipal Freedom of Information and Protection of Privacy Act.
- (b) The parties agree to comply with the provisions of the Municipal Freedom of Information and Protection of Privacy Act in respect of all personal information.
- (c) Without limiting (b), if any personal information is shared between the parties pursuant to this Agreement, or in relation to the matters set out in this Agreement, the receiving party shall:
 - (i) use the information only for the purposes specifically indicated by the providing party;
 - (ii) not disclose such information except in accordance with the Municipal Freedom of Information and Protection of Privacy Act and with any other applicable legislation, or as may be otherwise required by law from time to time; and
 - (iii) notify the party providing the information immediately if it becomes aware of any disclosure of the personal information contrary to the provisions of this Agreement, the Municipal Freedom of Information and Protection of Privacy Act or any other applicable legislation.

13.0 Rights and Remedies

- 13.1 Nothing contained in this Agreement shall be construed as restricting or preventing either party from relying on any right or remedy otherwise available to it under this Agreement, at law or in equity in the event of any breach of this Agreement.

14.0 Notice

- 14.1 Unless otherwise provided in this Agreement or advised in writing by the party, written notice given pursuant to this Agreement shall be addressed to:

Clerk of the County of Renfrew

15.0 Entire Agreement and Miscellaneous

- 15.1 This Agreement and the attached Schedule "A" embody the entire Agreement and supersede any other understanding or agreement, collateral, oral or otherwise, existing between the parties prior to or at the date of execution.
- 15.2 This Agreement shall ensure to the benefit of, and be binding upon the parties and their respective successors, administrators and assigns.
- 15.3 This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties, and no third party shall have any right of action arising in any way or manner under this Agreement for any cause whatsoever.
- 15.4 Sections 6.1 and 13.1 of this Agreement shall survive termination of this Agreement.
- 15.5 The parties agree to be governed by the laws of the Province of Ontario and Canada.
- 15.6 This Agreement may be executed in counterparts.

16.0 Arbitration

- 16.1 The parties herein agree that in the event of any dispute arising under or pursuant to this Agreement, which dispute cannot be resolved by the mutual agreement of the parties' CAOs, the CAOs shall refer the dispute to the respective Heads of Council of the parties for resolution. In the event that the Heads of Council cannot resolve the dispute, either party may, on providing ninety (90) days written notice to the other, refer the dispute to a third party arbitrator of their mutual choice for resolution. Such arbitration shall be conducted pursuant to the Arbitration Act, 1991, S.O. 1991 c. 17, as amended.

IN WITNESS WHEREOF the parties have hereunto caused their corporate seals to be affixed, attested to by the proper officers on its behalf, the day and year first above written.

The Municipal Corporation of the County of Renfrew

Warden

Clerk

The Municipal Corporation of the

Warden

Clerk

The Municipal Corporation of the County of Renfrew

Warden

Clerk

SCHEDULE "A"

MUTUAL ASSISTANCE REQUEST FORM

I, _____, Chief Administrative Officer/Designated
Official of _____, duly authorized to do so by the Council
of _____, do hereby confirm my request of _____
_____ to provide assistance in the form of:

_____ PERSONNEL

_____ SERVICES

_____ EQUIPMENT

_____ MATERIAL

as is more particularly set out in detail as follows:

The above written request confirms the assistance verbally requested on _____
_____ and which assistance _____ has agreed to
provide.

Dated at _____ this _____ day of _____, 20____.

Chief Administrative Officer

(Assisted Municipality)

Confirmed at _____ this _____ day of _____
_____, 20____.

Chief Administrative Officer

(Assisted Municipality)

January 12, 2020

Dear Mayor Grills and Members of Council;

We are writing this letter in response to the article found in the December 23, 2020 North Renfrew Times entitled "Owners Push Back on Townships' Road Plans"

We would like to formally register our opposition to the plans to discontinue maintaining a portion of the Mackey Creek Road.

We own private land 4 kms off the Mackey Creek Road. At this time, we live full time on our property. To reach our property we need to travel approximately 8kms of the Mackey Creek Road before we turn off. We have a County issued 911 emergency number sign posted at the corner where we turn off the Mackey Creek Road. This 911 number sign has been issued to us since about 1994. We have paid residential property taxes...not recreational property taxes...on this land, also since approximately 1994. For our taxes we do not receive garbage pickup, recycling pickup nor is our road plowed by the Township. There are also 8 other families that have seasonal properties and pay recreational property taxes every year and need to travel on the Mackey Creek Road to access their properties.

Mayor Grills pointed out that the decision to stop maintenance of the road was in an effort "to be reasonable for all taxpayers" and make it more reasonable for the "numerous taxpayers who pay more than their fair share but live on private roads" What about being fair to the taxpayers....recreational or residential...who also pay their fair share of taxes and only receive very minimal services in return?

We respectfully ask that you reconsider discontinuing maintaining the Mackey Creek Road.

Sincerely,

Paula Fischer



Eddy Fischer



Cathy McKay



Brian McKay



Mary Pichette



Calvin Chartrand



Mayor's Report- Thursday January 28, 2021

Happy New Year to all, I hope that you have been able to enjoy some rest and relaxation in the last 6 weeks since our last meeting.

I attended an Ottawa Valley Tourist Association (OVTA) Board orientation on January 8th and my first meeting of the Board on January 18th. The OVTA Code of Conduct & Ethics and Conflict of Interest Policies were reviewed as well as the roles of the President and the VP. There was also a discussion of the need for representation from our Indigenous neighbours. In a review of the OVTA Business Plan it was thought that due to COVID-19 restrictions some of the goals may be need to be moved forward to 2022. But for the good news - the next Ontario Winter Games will be held in Renfrew County (whether it is 2022 or beyond).

I am happy to report that Renfrew County Warden Robinson has been acclaimed as the Chair of the Eastern Ontario Wardens Caucus (EOWC). The role of the Chair is to provide leadership to the group of 13 upper tier and single municipalities in Eastern Ontario. The EOWC priorities for 2021 include the completion of the comprehensive review of Eastern Ontario LTC facilities, EORN's Gig Project, Municipal Recovery and Attainable, Affordable Housing. The January COR Budget Workshops have been postponed and rescheduled for Feb 1st and 2nd.

We are at the halfway mark of our mandate and a good time to look at our goals. Today we will enact our updated Procedure Bylaw, this is a document that should be reviewed often. As a Council, we must strive to fulfil the important roles and responsibilities of our elected positions as outlined in the bylaw. Following the procedural rules allow a Council to make good decisions. We will be working through our policy reviews in the next upcoming months. It is important for this Council to create, understand and then uphold strong policies when passed.

There have been 2 meetings this month hosted by the Minister of Municipal Affairs and Housing (MMAH) Steve Clark. On January 14th Heads of Council were updated on COVID-19 vaccinations and Public Health measures. When it came to question time, the majority of speakers represented the concerns of small and rural communities. County of Renfrew Warden Robinson was first in the queue to remind the province of the successes of RC VTAC and the COR Paramedic Service during the pandemic. She emphasized that the outstanding work could serve as a template for the rollout of vaccinations to vulnerable people who live in rural Renfrew County and beyond.

At the MMAH virtual meeting of 180 participants on January 20, 2021, the provincial message was clear: ***"As the COVID-19 case count continues to rise and our public health care system is pushed to the brink, it is more critical than ever that Ontarians adhere to the Stay-at-Home order."***

With Ontario reaching this point, the province through the Minister of Municipal Affairs and Housing and the Minister of Heritage, Sport, Tourism, and Culture Industries, Lisa MacLeod, are requesting that municipalities send the message across all of our social media platforms. The age group of 18 to 29 is being targeted in the latest messaging. As the campaign is sent out, we will be forwarding to our citizens the **Stay Home, Stay Safe and Save Lives** message.

On Monday and Tuesday of this week I attended a virtual conference held by the Rural Ontario Municipalities Association (ROMA). Reoccurring themes of a diverse group of speakers were: COVID-19 recovery and rural economic resiliency; rural healthcare needs supported by Community Paramedicine programs; broadband as an essential service and affordable, attainable housing in rural Ontario.

I attended a full day meeting of County Council, yesterday January 27, 2021. The first order of business was a presentation from our Acting Medical Officer of Health, RCDHU, Dr. Rob Cushman to provide an update and to reinforce some of the key messages on COVID-19. He did offer some good news on that front. Vaccinations have begun in LTC facilities (Valley Manor in Madawaska Valley), as of yesterday. There has only been one case in the COR in the last 7 days. Schools are back in session and we have no outbreaks. The COR case demographics show that the highest incidence rate is the 0-19 group, however there are little to no incidents in the school environment. The data is showing that 70% of cases in this group has likely acquired the infection outside of the school setting. Dr. Cushman stated that the lockdowns have worked and we must remain vigilant.

At the COR committee level, it was noted at Finance & Administration that MIS Municipal Insurance Services indicated that they were seeing a 15-20% increase on accounts without any claims and with claims, greater than 20%. MIS has indicated that they cannot fight the market, as all insurers are increasing their premiums at dramatic rates. The Development & Property committee is hoping for a clearer understanding of the Broadband Expansion program by February's meeting. The quote of the day from a fellow Councillor, "lots of commitments, but NO shovels in the ground!"

Mayor Debbi Grills