



THE TOWNSHIP OF TARBUTT
Council Meeting Agenda
Wednesday, April 17, 2024 at 6:00 pm
Township Council Chambers, 27 Barr Road S.

- 1. CALL TO ORDER**
- 2. DISCLOSURES OF PECUNIARY INTEREST**
- 3. PREVIOUS MINUTES**
 - a. Minutes of the regular Council meeting held March 20, 2024. 1 - 6
- 4. DEPUTATIONS / PRESENTATIONS**
- 5. FINANCIAL STATEMENTS**
 - a. Payment log for the month of March, 2024. 7 - 8
- 6. STAFF AND COMMITTEE REPORTS**
 - a. Report of the Road Superintendent 9
 - b. Renewal of Integrity Commissioner Services 10-21
 - c. Draft Return to Work Policy 22-26
 - d. Proposed changes to Sick Time Entitlement 27-29
 - e. 2023 Asset Management Plan (circulated under separate cover) 30-31
 - f. Resignation of the Animal Control Officer 32
 - g. Designation of Prime Agricultural Lands in the Joint Official Plan 33-35
 - h. Report from the CAO/Clerk for April 2024
- 7. BY-LAWS**
 - a. By-law to appoint/renew Ironside Consulting Services as the Township's Integrity Commissioner
 - b. By-law to adopt a Return to Work Policy
- 8. INFORMATION / CONSENT AGENDA**
 - a. Correspondence and information items a through i. 36-37
- 9. OTHER BUSINESS**
- 10. CLOSED SESSION**



Council will move into closed session under Section 239 (2) b), personal matters about an identifiable individual, including municipal or local board employees.

a. Employment Contract Changes

11. CONFIRMATION BY-LAW

12. ADJOURNMENT



THE TOWNSHIP OF TARBUTT
Council Meeting Agenda
Wednesday, March 20, 2024 at 6:00 pm
Township Council Chambers, 27 Barr Road S.

1. CALL TO ORDER

Mayor Smith called the regular Council meeting to order at 6:00 pm.

2. DISCLOSURES OF PECUNIARY INTEREST

3. PREVIOUS MINUTES

- a. Minutes of the Regular Council meeting of February 21, 2024

Resolution No: 2024 – 32

Moved by: D. McClelland Seconded by: D. Farrar

Be it resolved that the minutes of the regular Council meeting held February 21, 2024 be adopted as presented.

Carried

4. DEPUTATIONS / PRESENTATIONS

5. FINANCIAL STATEMENTS

- a. Payment log for the month of February, 2024

Resolution No: 2024 – 33

Moved by: U. Abbott Seconded by: J. Nagel

Be it resolved that the payment log in the amount of \$170,632.64 for the month of February 2024 be approved as circulated.

Carried

- b. Year to date Financial Statement

DRAFT year to date statements were circulated to Council. A number of variances and questions remain unanswered and will require further work.

6. STAFF AND COMMITTEE REPORTS

- a. Report of the Road Superintendent

Council agreed, conditionally, to the rental of a brushing unit, based on enquiries regarding insurance coverage and liability, and three written quotes. Staff time should be included in the cost analysis provided to the Roads Committee.



Resolution No: 2024 – 34

Moved by: J. Nagel

Seconded by: U. Abbott

Be it resolved that the report from the Road Superintendent for March 2024 be received; and

That the Road Superintendent be authorized to obtain three written quotes for the rental of a brushing machine as an alternative to hiring a contractor.

Carried

b. Result of the Bridge Inspection Tenders

All five municipalities were in agreement that the bid be awarded to Kresin.

Resolution No: 2024 – 35

Moved by: D. Farrar

Seconded by: D. McClelland

Be it resolved that the results of the 2024 Bridge Inspection Tenders for municipalities in Central Algoma be received; and

That the Council of The Township of Tarbutt recommends acceptance of the bid from Kresin Engineering.

Carried

c. Letter from the Planning Board regarding the Joint Official Plan Fees

Resolution No: 2024 – 36

Moved by: D. McClelland

Seconded by: D. Farrar

Be it resolved that the letter from the Desbarats to Echo Bay Planning Board regarding the cost of the Joint Official Plan be received; and

That Council agrees that The Township of Tarbutt will pay 25% of the total cost of the new Official Plan, along with the other three municipalities.

Carried

d. Application for Consent to Sever, Lakeshore Drive and Mill Road

Resolution No: 2024 – 37

Moved by: U. Abbott

Seconded by: J. Nagel

Be it resolved that the report from the Administration/ Planning Assistant regarding Consent Application T2024-03 (Waugh/Rose) be received; and

That Council support the application for consent, provided that the Township receive up to 5% cash in lieu of the value of the severed portion for parkland dedication; and

That any outstanding taxes owing on the subject lands be paid in full prior to final consent being granted; and

That any portion of the traveled road known as Lakeshore Drive that is located on the subject property be transferred to the Township and the expense of the applicant.

Carried as amended

e. Transition to Next Generation 9-1-1 for Emergency Services

As this contract had a very short response time, a phone poll of Council members was taken on March 1, resulting in the following:



Resolution No: 2024 – 38

Moved by: D. Farrar

Seconded by: J. Nagel

Be it resolved that the letter from the OPP regarding the transition to Next Generation 9-1-1 Communications Modernization Project be received; and

That the Mayor be authorized to sign the Next Generation 9-1-1 Authority Service Agreement for a term of ten (10) years, unless otherwise terminated.

Carried

f. Dispatch Agreement for Secondary Public Safety Answering Point

Resolution No: 2024 – 39

Moved by: D. Farrar

Seconded by: D. McClelland

Be it resolved that the new dispatch agreement provided by Quattra be received; and
That the Clerk be authorized to complete and sign the agreement with Quattra SCS Ltd. for secondary Public Safety Answering Point (PSAP) and Dispatch services for a term of three (3) years.

Carried

g. Proposed policy on Protection of Wildlife

Resolution No: 2024 – 40

Moved by: U. Abbott

Seconded by: J. Nagel

Be it resolved that the report from the CAO/Clerk regarding the creation of a policy for habitat preservation be received; and

That staff be authorized to present a policy on measures to ensure the protection of wildlife and their habitat in The Township of Tarbutt, noting that Council approval is required prior to any work being undertaken.

Carried

h. Clerk's Report

Resolution No: 2024 – 41

Moved by: D. Farrar

Seconded by: D. McClelland

Be it resolved that the Report from the Clerk dated March 2024 be received for information; and

That the resolution from the Council of The Township of Laird regarding the joint recycling contract at the St. Joseph Island Turnoff be received; and

That GFL and Johnson Township be advised that the recycling contract for the landfill and the depot at the Island turnoff will not be renewed upon its termination date of January 2025; and

That the Community Emergency Management Coordinator (CEMC) position be added to the payroll system as an employee of the municipality.

Carried

7. BY-LAWS

a. Bell for Next Generation 9-1-1 Services



Resolution No: 2024 – 42

Moved by: D. McClelland Seconded by: D. Farrar

Be it resolved that leave be granted to introduce By-law 2024 – 08, being a By-law authorizing the Mayor to enter into an Agreement with Bell Canada for the provision of Next Generation 9-1-1 Services; and

That said by-law be read a first, and taken as read a second and third time and finally passed this Twentieth day of March, 2024.

Carried

8. INFORMATION / CONSENT AGENDA

- a. Algoma District Services Administration Board Budget Summary
Re: 2024 Municipal Allocation
- b. Resolution from the Municipality of Huron Shores
Re: Algoma Public Health Feasibility Study
- c. Letter from Algoma Public Health
Re: Algoma Board of Health decision not to proceed with a merger with Sudbury and District Public Health
- d. Letter from Autism Ontario
Re: Proclamation of World Autism Day on April 2, 2024
- e. Resolution from the Township of Amaranth
Re: Request to the Province to redirect 400 series highway monies to support municipal infrastructure and housing initiatives
- f. Resolution from the Township of Perry
Re: Request to amend Blue Box Regulation for Ineligible Sources
- g. Message from Emergency Management Community Grants
Re: Community Emergency Preparedness Grant
- h. Resolution from the Town of Lincoln
Re: Increased need for funding of libraries and museums
- i. Letter from Ironside Consulting Services Inc.
Re: Report of the Integrity Commissioner for 2023
- j. Resolution from the Township of Amaranth
Re: Operational Budget Funding
- k. Flyer from Carol Hughes, MP, Algoma-Manitoulin-Kapuskasing
Re: Proposed tax break for Volunteer Firefighters
- l. Public Advisory from the Ministry of Municipal Affairs and Housing
Re: Flooding Roles and Responsibilities



m. Notice of Inspection of Annual Work Schedule for Algoma Forest

The Clerk noted that the annual report of the Integrity Commissioner does not note or record any complaints or concerns for the year 2023.

Resolution No: 2024 – 43

Moved by: J. Nagel

Seconded by: U. Abbott

Be it resolved that correspondence items a through l on the consent agenda dated March 20, 2024 be received; and

That a letter be sent to Algoma Public Health supporting the Board's decision not to proceed with a merger between Algoma Public Health and Public Health Sudbury & District; and

That The Township of Tarbutt proclaim April 2, 2024 as World Autism Awareness Day; and

That The Township of Tarbutt support the resolutions from the Township of Amaranth asking the Province to redirect roughly \$8 billion from proposed Highway 413 to support municipal infrastructure costs and housing construction initiatives; and that the Province be requested to provide equivalent representative operational budget funding amounts to all Ontario municipalities; and

That The Township of Tarbutt support the Township of Perry resolution requesting the Province to amend O. Reg. 391/21 so that producers of recyclable materials are responsible for end of life management of ALL recycling sources, not just residential blue box materials; and

That The Township of Tarbutt support the resolution urging the Provincial government to support increasing funding to both public libraries and community museums, which contribute significantly to economic and community well being.

Carried

9. OTHER BUSINESS

10. CLOSED SESSION

Resolution No: 2024 – 44

Moved by: D. McClelland

Seconded by: D. Farrar

Be it resolved that Council move into closed session at 7:15 pm under Section 239 (2) b), personal matters about an identifiable individual, including municipal or local board employees.

Carried

a. Employee Leave

Resolution No: 2024 – 45

Moved by: J. Abbott

Seconded by: J. Nagel

Be it resolved that Council rise from closed session at 7:53 pm, and

That the Personnel Committee arrange a meeting with the affected staff.

Carried



11. CONFIRMATION BY-LAW

Resolution No: 2024 – 46

Moved by: J. Nagel

Seconded by: U. Abbott

Be it resolved that leave be granted to introduce By-law 2024 – 09 being a By-law to confirm the proceedings of the regular Council meeting held this Twentieth day of March, 2024; and

That said by-law be given a first, and taken as read a second and third time and finally passed.

Carried

12. ADJOURNMENT

Councillor Abbott noted that she will be away from April 5 until April 16.

Resolution No: 2024 – 47

Moved by: D. McClelland

Seconded by: D. Farrar

Be it resolved that the regular Council meeting of March 20, 2024 be adjourned at 7:55 pm, to meet again on Wednesday, April 17, 2024 at 6:00 pm.

Carried

Lennox G. Smith, Mayor

Carol O. Trainor, Clerk

The Township of Tarbutt				
Payment Log				
March 1 - 31, 2024				
Type	Cheque No.	Cheque Date	Payee	Amount
Cheque	4877	3/13/2024	Receiver General for Canada	\$ 12,728.03
Cheque	4884	03/08/2024	Algoma Office Equipment	\$ 173.58
Cheque	4885	03/08/2024	Heritage Home Hardware	\$ 45.17
Cheque	4886	03/08/2024	Receiver General for Canada	\$ 647.64
Cheque	4887	03/08/224	Ontario Association of Fire Chiefs Conference	\$ 1,525.50
Cheque	4888	03/08/2024	The Corporation of the City of Sault Ste Marie	\$ 1,469.00
Cheque	4889	03/08/2024	OMERS	\$ 28,268.22
Cheque	4890	03/11/2024	North Shore Fire Challenge Organizer	\$ 200.00
Cheque	4891	03/11/2024	Algoma District Services Admin Board	\$ 29,394.67
Cheque	4892	03/11/2024	Sault Ste Marie Public Library	\$ 1,901.00
Cheque	4893	03/12/2024	Fire Marshall's Public Fire Safety Council	\$ 100.00
Cheque	4894	3/12/2024	Quattra SCS	\$ 411.44
Cheque	4895	3/15/2024	Municipal Finance Officers' Association membership	\$ 339.00
Cheque	4896	3/15/2024	Tulloch Engineering Inc	\$ 782.64
Cheque	4897	3/15/2024	Fire Chief	\$ 300.00
Cheque	4898	03/15/2024	Volunteer Firefighter	\$ 300.00
Cheque	4899	3/15/2024	AMCTO Zone 7 meeting cheque voided	
Cheque	4900	03/15/2024	17E Trading Post	\$ 27.00
Cheque	4901	3/15/2024	Matthews Memorial Hospital Assoc 2023 donation	\$ 5,000.00
Cheque	4902	03/15/2024	Algoma Business Computers	\$ 47.46
Cheque	4903	3/15/2024	Accounting Clerk Mileage	\$ 231.00
Cheque	4904	3/15/2024	GFL Environmental	\$ 14,458.66
Cheque	4905	3/15/2024	AMCTO Zone 7 meeting <i>returned/cancelled</i>	
Cheque	4906	3/21/2024	ANP Office Supply	\$ 159.26
Cheque	4907	3/21/2024	Pioneer Construction	\$ 2,358.76
Cheque	4908	3/21/2024	TMS Truck Centre Ltd.	\$ 21.85
Cheque	4909	3/21/2024	Algoma Office Equipment	\$ 139.60
Cheque	4910	3/21/2024	Ledger Management Services	\$ 2,211.98
Cheque	4911	3/28/2024	Traction Heavy Duty Parts	\$ 1,036.46
Cheque	4912	3/28/2024	Bylaw Enforcement Officer	\$ 97.10
Cheque	4913	3/28/2024	Fire Chief Conference expenses	\$ 1,370.43
Cheque	4914	3/28/2024	Certified Labratories (Roads)	\$ 482.11
Cheque	4915	3/31/2024	Algoma District School Board	\$ 37,932.00
Cheque	4916	3/31/2024	Huron Superior Catholic District School Board	\$ 2,283.00
Cheque	4917	3/31/2024	Conseil Scolaire Public Grand Nord de l'Ontario	\$ 18.00
Cheque	4918	3/31/2024	Conseil Scolaire Catholique du Nouvel Ontario	\$ 499.00
Cheque	4919	3/31/2024	Algoma Business Computers	\$ 33.90
Cheque	4920	03/31/2024	MPAC	\$ 3,803.65
Cheque	4921	03/31/2024	encompassIT.ca	33.90
Cheque	4922	03/31/2024	Steffanizzi Professional Corporation (2023 budget)	5,763.00
	4923	03/31/2024	Kentvale Merchants Ltd.	112.31
	4924	03/31/2024	CEMC	72.78
			Total	143,877.49
Payroll		March	Staff (Council, Admin, Roads, Landfill & Caretaker)	\$ 25,723.18

The Township of Tarbutt				
Payment Log				
March 1 - 31, 2024				
Visa		03/05/2024	Starlink Internet	\$ 158.20
Visa		03/06/2024	Bell Canada	\$ 74.27
Visa		03/07/2024	Bell Canada	\$ 67.20
Visa		03/07/2024	Bell Canada	\$ 326.37
Visa		03/08/2024	Bell Mobility	\$ 249.74
Visa		03/10/2024	Adobe Inc	\$ 105.06
Visa		03/15/2024	Zoom	\$ 48.57
Visa		03/28/2024	Canada Post	\$ 281.37
			Total	\$ 1,310.78
PAP		3/1/2024	Equitable Life Insurance	\$ 2,286.57
PAP		3/1/2024	RCAP	\$ 93.33
PAP		3/4/2024	Service Charge CIBC	\$ 52.00
PAP		3/5/2024	Esso Mobil	\$ 2,427.51
PAP		3/18/2024	Algoma Power	\$ 202.33
PAP		3/18/2024	Algoma Power	\$ 725.22
PAP		3/18/2024	Algoma Power	\$ 367.24
PAP		3/28/2024	Bank Fee	\$ 25.00
PAP		3/28/2024	Bank Fee	\$ 55.00
PAP		3/28/2024	Bank Fee	\$ 3.50
			Total	\$ 6,237.70
				\$ 177,149.15
* Please note this is a summary of payments made in March and does not include all of				
March's expenditures as reflected in the monthly statement.				

**THE TOWNSHIP OF TARBUIT
BRUSHING HEAD RENTAL PROPOSAL
MARCH 2024**

VENDOR NAME	Fee per Day	Fee per Week	Float Fee	Other fees (Insur/Enviro)	Labour	TOTAL COST
Service Rentals	\$962.00	\$3,830.00	\$900.	\$14.43	\$29/hour	\$5,904.43
Construction Equipment Co.	\$962.00	\$3,962.00	\$800.		\$29/hour	\$5,922.00

2024 Brushing proposal:

MacLennan Rd North / Government Rd / Port Findlay Rd
 If time permits: Smith Rd / McCluskie Rd / Hardwood / Creek Rd / Range Lights Rd.

Three quotes were requested, but only two received.

With the cost to float the machine here and utilize it for the week, and the cost of fuel at 30 to 40 litres per day, works out to roughly \$70 in fuel and \$4500 for the rental. **Total being \$4850 for the week.**

This expense is a reduction from previous years where contractors were hired, saving from \$29/hour to \$80 to \$120 per hour. There are two contractors locally who provide this service: Contractor A is \$6000 for 40 hours and Contractor B is \$8000 for 40 hours

The work can be done now in the shoulder season, rather than according to the schedule and availability of a contractor.

Planned commencement date would be the week of April 22 as we want a full work week if we rent this unit. The Township would be responsible to obtain insurance and the normal wear and tear breakdowns would be the responsibility of the equipment owner except in the case of operator abuse.

Recommendation: Be it resolved that the report from the Road Superintendent providing a Brushing Rental Proposal be received; and
 That the quotation from _____ be accepted in the amount of \$ _____; and
 That the Road Superintendent be authorized to proceed with the equipment rental for one week and to complete the work.

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The Township of Tarbutt
27 Barr Road South
Desbarats, Ontario P0R 1E0
Ph: 705-782-6776 Fax: 705-782-4274
REPORT TO COUNCIL

Date: April 17, 2024
From: Carol Trainor, CAO/Clerk
Re: Reappointment of an Integrity Commissioner

BACKGROUND / OVERVIEW

Section 223.3 (1) of the *Municipal Act*, as amended, authorizes a municipality to appoint an Integrity Commissioner, who reports to Council and who is responsible for performing in an independent manner the functions assigned by the municipality with respect to the application of the Code of Conduct for members of Council or local boards; and the application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of Council and of local boards.

The Township has Council Code of Conduct and Conflict of Interest policies, dated 2019, which outline the powers, duties and responsibilities of the municipality's Integrity Commissioner. There have been some legislative changes since these policies were established, as well as changes to the work environment which require them to be updated; regardless they are required by statute, and an Integrity Commissioner (IC) must be appointed to manage any compliance or contraventions of the policies.

Council had previously appointed Ironside Consulting Services Inc. and is pleased with the result.

FINANCIAL IMPACT

There is no financial impact as a result of this report. Unless a complaint has been filed with the Integrity Commissioner, and unless the IC deems the complaint to be valid and requires investigation, no fee is incurred to the municipality.

SUMMARY

The appointment of an IC can be for no more than three years; however this by-law sets a term of two years so that the renewal may be dealt with by this council prior to the next election.

RECOMMENDATION:

Be it resolved that the report from the CAO/Clerk regarding reappointment of the Integrity Commissioner be received; and
That Council of The Township of Tarbutt appoints Ironside Consulting Services Inc as the Integrity Commissioner for The Township of Tarbutt for a two year term.

Carol O. Trainor, A.M.C.T.
CAO/Clerk/Deputy Treasurer

ENGAGEMENT OF INTEGRITY COMMISSIONER SERVICES FOR THE TOWNSHIP OF TARBUTT

THIS AGREEMENT made IN DUPLICATE THIS SEVENTEENTH DAY OF APRIL, 2024

BETWEEN:

The Corporation of The Township of Tarbutt
(Hereinafter referred to as the "Township")

And

Ironside Consulting Services Inc.
(Hereinafter referred to as the "Integrity Commissioner")

THIS AGREEMENT WITNESSES THAT in consideration of the mutual promises and obligations contained herein, the Parties agree as follows:

1. INTEGRITY COMMISSIONER

The integrity commissioner is Ironside Consulting Services Inc., and the role and function may be assigned to Antoinette Blunt, or another employee or sub-contractor deemed by the company to be qualified to perform the role and function as defined in this agreement.

2. TERM

This agreement (the "Agreement") shall commence April 18, 2024 and end April 15, 2026. The "Term" provided that this Agreement is not previously cancelled or terminated by the Township in accordance with this Agreement by operation of law or otherwise, and further provided that the Integrity Commissioner has faithfully complied with and performed all the covenants and conditions as set out in this Agreement on its part to be performed during the Term.

The Township reserves the right to extend the Agreement upon mutual agreement of the Parties hereto and on completion of the Term as set out herein.

3. DESCRIPTION OF WORK

The work (the "Work") shall consist of:

- (1) Provide all that is necessary and required to perform all the work shown and described in this Agreement and attached as Schedules "A" and "B" to this Agreement.

4. EXECUTION OF WORK

- (1) The Integrity Commissioner shall carry out the work in a diligent manner.
- (2) No information about any account shall be given to any person or entity by the Integrity Commissioner either during or after the Term unless prior written authorization to do so

has been provided by the Township and only then, in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1900, c. M. 56. Upon expiry of this Agreement, the Integrity Commissioner shall provide to the Municipality all accounts and related documentation pertaining to such accounts.

5. PAYMENT FOR SERVICES

- (1) The Integrity Commissioner shall invoice the Township monthly for the Work performed for the Township at the rates noted as follows:

Hourly Rate: . hour for 2024 + HST (Subject to annual increases) – Integrity Commissioner
Legal services are sub-contracted and invoiced at cost to the client.

Telephone Consultation/Responding to Questions Via Email:

Minimum fee of 20 minutes time

Workshops/Training:

Fees to be determined with client and will include research and development of materials, presentation, and disbursements. Fees are based in part on number of participants. Involvement of Municipal Lawyer in training may be sub-contracted and invoiced at lawyer's fees.

Disbursements: Separately invoiced at cost and may include items such as:

- Courier fees, Supplies
- Travel expenses (gas, air fare, taxi, car rental, etc.), meals and accommodation expenses for out-of-town assignments.
- Mileage charged at \$.68/km.

Notes:

1. There is no retainer for services. Fees are only charged on services delivered and at the hourly rate.
2. Annual Fee is subject to increase annually in January, up to 10% of current fee.
3. HST at 13% (Unless client is HST exempt)
4. Hourly fee is charged for one-way travel time.
5. Accounts are invoiced monthly.
6. Payment is due upon receipt of invoice.
7. Services cancelled with less than 24 hours' notice are subject to payment of full fees and any disbursements incurred that cannot be reversed.
8. The proponent is an independent contractor, and the company is incorporated and as such, the proponent is solely responsible for all payments and/or deductions required including those required for Canada Pension Plan, Employment Insurance, and Income Tax.
9. **Business Number: 87739 0922 RT0001**

Except where a dispute arises with respect to the accuracy of an invoice, the Township shall pay to the Integrity Commissioner invoiced within sixty (60) days or receipt thereof. Failure to do so may result in interest being charged.

6. TERMINATION OF AGREEMENT

- (1) The Township may terminate this Agreement, without cause or reason, by giving the Integrity Commissioner thirty (30) days written notice of its intention to do so.
- (2) Upon termination of this Agreement, the Integrity Commissioner and the Township shall forthwith pay to each other any monies owing to date, and the Integrity Commissioner shall return any incomplete account materials.

7. INSURANCE AND INDEMNIFICATION

- (1) The Integrity Commissioner shall protect itself from and against all claims that might arise from anything done, proposed to be done or omitted to be done by the Integrity Commissioner, its officers, employees, agents, or contractors in connection with this Agreement.
- (2) For the purposes of Section 6 (1) of this Agreement, and without restricting this generality of that Section, the Integrity Commissioner shall:
 - At their expense obtain and keep in force during the term of the Agreement, Commercial General Liability Insurance satisfactory to the Township and underwritten by an Insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:
 - (a) A limit of liability of not less than \$5,000,000 per occurrence with an aggregate of not less than \$5,000,000.
 - (b) Add the Corporation of the Township of Tarbutt as an additional insured with respect to the operations of the Named Insured.
 - (c) The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured.
 - (d) Non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96)
 - (e) Products and completed operations coverage.
 - (f) Contractual Liability
 - (g) Work performed on Behalf of the Named Insured by Sub-Contractors.
 - (h) The policy shall provide 30 days prior notice of cancellation.
 - Take out and keep in force Professional Liability insurance in the amount of \$5,000,000 providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy SIR/deductible shall not exceed \$25,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the province of Ontario and acceptable to the Township of Tarbutt. The policy shall be renewed for three years after contract termination. A certificate of insurance evidencing renewal is to be provided each year. If the policy is to be cancelled or non-renewed for any reason, 90-day notice of said cancellation or non-renewal must be provided

to the Risk Manager of the Township of Tarbutt. The Township of Tarbutt has the right to request that an Extended Reporting Endorsement be purchased by the (Professional) at the (Professional's) sole expense.

- (3) The Supplier shall defend, indemnify and save harmless the Township of Tarbutt, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property, including loss of revenue or incurred expenses resulting from disruption of services, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Supplier, its directors, officers, employees, agents, contractors, and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. The indemnity shall be in addition to and not in lieu of an insurance to be provided by the supplier in accordance with this Contract and shall survive this Contract.

8. ASSIGNMENT

The Integrity Commissioner shall not assign this Agreement or any portion thereof without the prior written consent of the Township. If the Township consents to such assignments, the Integrity Commissioner shall ensure that any assignees undertaking any of the Integrity Commissioner's obligations hereunder shall be bound by the terms of this Agreement. The Integrity Commissioner shall not be released of its obligation to the Township by reason of this assignment, and the Integrity Commissioner shall be deemed liable for any breach of this Agreement, or any legislations or regulations, committed by the assignee.

9. TOWNSHIP AND INTEGRITY COMMISSIONER CONTACT PERSONS

The following contact persons and addresses shall be used by all Parties for all matters in this Agreement that require the Parties to send documentation to a Party, or to contact a Party:

The Township of Tarbutt
CAO/Clerk
27 Barr Road South
Desbarats, ON
P0R 1E0
Phone: 705.782-6776

Antoinette Blunt
Ironsides Consulting Services Inc.
155 Ironsides Drive
Tarbutt Township, ON
P6A 6K4
Office Phone: 705-779-3223
Cellular: 705-542-3504

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10. INDEPENDENT CONTRACTOR STATUS

- (1) The Integrity Commissioner is an independent contractor and neither the Integrity Commissioner nor the Integrity Commissioner's staff is or shall be deemed to be employed by the Township. The Integrity Commissioner reserves the right to determine the method, manner and means by which the services will be performed in accordance with Schedules "A" and "B" attached. Notwithstanding the same, the Integrity Commissioner acknowledges and agrees to discharge its obligations and perform the services set out herein in accordance with the terms of this Agreement (including Schedules "A" and "B" attached), the Township's Code of Conduct and all applicable legislation including but not limited to the *Municipal Act, 2002* and the *Municipal Conflict of Interest Act*.
- (2) The Integrity Commissioner is not required to perform the services during a fixed hourly or daily time and if services are performed at the Township's premises, then the Integrity Commissioner's time spent at the premises is to be at the discretion of the Integrity Commissioner, subject to the Township's normal business hours and security requirements. The Integrity Commissioner hereby confirms to the Township that the Township will not be required to furnish or provide any training to the Integrity Commissioner to enable the Integrity Commissioner to perform services required hereunder.
- (3) The services shall be performed by the Integrity Commissioner or Integrity Commissioner's staff and the Township shall not be required to hire, supervise, or pay any assistants to help the Integrity Commissioner who performs the services under this agreement. The Integrity Commissioner shall not be required to devote the Integrity Commissioner's full time nor the full time of the Integrity Commissioner's staff to the performance of the services required hereunder, and it is acknowledged that the Integrity Commissioner has other Clients, and the Integrity Commissioner offers services to the public.
- (4) The order or sequence in which work is to be performed shall be under the control of the Integrity Commissioner, except to the extent that the Integrity Commissioner's work must be performed on or with the Township's computers or the Township's existing software. All materials used in providing the services shall be provided by the Integrity Commissioner.
- (5) The Township shall not provide any insurance coverage of any kind for the Integrity Commissioner or the Integrity Commissioner's staff, and the Township will not withhold any amount that would normally be withheld from an employee's pay.

11. AMENDMENTS

The Township and the Integrity Commissioner hereby acknowledge and agree that any future amendments to this Agreement must be made in writing and assigned by both Parties.

12. ENTIRE AGREEMENT

The Integrity Commissioner acknowledges that there are no covenants, representations, warranties, agreements, or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement other than as set out in this Agreement and the Contract documents, which constitutes the entire agreement between the Parties, and which may be modified as set out in Section 11 of this Agreement.

13. SUCCESSORS

The provisions of this Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and where applicable, permitted assigns.

14. GOVERNING LAW

The Parties acknowledge and agree that this Agreement is made in the Province of Ontario and the Courts of the Province of Ontario shall have jurisdiction in reference to any matters herein.

IN WITNESS WHEREOF the Parties hereto have signed this Agreement this Seventeenth day of April, 2024.

Antoinette Blunt, Ironside Consulting Services Inc.

Per: Name: Antoinette Blunt
 Position: Senior Consultant

I have the authority to bind the Corporation.

THE CORPORATION OF THE TOWNSHIP OF TARBUTT

Per: _____
Mayor, Lennox Smith

Per: _____
CAO/Clerk/Deputy Treasurer, Carol O. Trainor

We have the authority to bind the Corporation.

16



CODE OF CONDUCT POLICY

Subject: Code of Conduct (Council and Local Boards)

Source: By-law: 4-2019 - Schedule 'A'

Date: February 20th 2019

Purpose:

A written Code of Conduct for Council and local boards helps to ensure that the members of Council, advisory committees, and local boards of the municipality (as defined in the *Municipal Act*) share a common basis for acceptable conduct. This Code is designed to provide a reference guide and a supplement to the legislative parameters within which the members must operate. These standards should enhance public confidence that Tarbutt's elected and appointed representatives operate from a base of integrity, justice and courtesy. The key principles underlining the Code of Conduct are:

- a. All members shall serve and be seen to serve their constituents in a conscientious and diligent manner;
- b. Members should be committed to performing their functions with integrity and to avoiding the improper use of the influence of their office, and conflicts of interest, both real and apparent;
- c. Members are expected to perform their duties in office in a manner that promotes public confidence and will bear close public scrutiny;
- d. Members shall seek to serve the public interest by upholding both the letter and the spirit of the laws and policies established by the Federal Parliament, Ontario Legislature and Municipality Council.

Municipal Council members hold positions of privilege; therefore, they must discharge their duties in a manner that recognizes a fundamental commitment to the wellbeing of the community and regard for the integrity of the Corporation. The purpose of the Code of Conduct is to: protect the public interest; encourage high ethical standards among members of Tarbutt Municipal Council and local boards; provide a universal understanding of the fundamental rights, privileges, and obligations of members of Tarbutt Municipal Council and local boards; provide a means for members of Tarbutt Municipal Council and local boards to obtain information on some contemplated conduct in circumstances where they are uncertain as to the ethical appropriateness of that conduct.

Applications:

This policy shall apply to all members of Tarbutt Municipal Council and members of local boards as defined in section 223.1 of the *Municipal Act*.

Definitions:

"Members" includes the Mayor and members of Tarbutt Municipal Council and members of local boards as defined in section 223.1 of the *Municipal Act*.

"Confidential Information" includes:



- a. Any information in the possession of, or received in confidence by the Municipality, that the Municipality is prohibited from disclosing, or has decided to refuse to disclose, under the *Municipal Freedom of Information and Protection of Privacy Act* or any other law;
- b. Information of a corporate, commercial, scientific or technical nature received in confidence from third parties (personal information; information that is subject to solicitor-client privilege; information that concerns any confidential matters pertaining to personnel, labour relations, litigation, property acquisition, security of property of the municipality; any other information lawfully determined by the Council or the local board to be confidential or required to remain or be kept confidential by legislation or order;
- c. A matter, the substance of a matter, and information pertaining to a matter, that has been debated or discussed at a meeting closed to the public, unless the matter is subsequently discussed in open Council or it is authorized to be released by Council/local board or otherwise by law;
- d. Reports of consultants, draft documents and internal communications which, if disclosed, may prejudice the reputation of the Municipality, its officers and employees, or its effective operation;
- e. Information concerning litigation, negotiation or personnel matters;
- f. Information the publication of which may infringe on the rights of any person (eg. source of a complaint where the identity of a complainant is given in confidence)

“Integrity Commissioner” means the person appointed by by-law in accordance with section 223.3 of the *Municipal Act, 2001* and who is responsible for performing in an independent manner the functions assigned by the municipality with respect to the application of the Code of Conduct for members of Council and local boards.

Gifts and Benefits:

No member shall accept a fee, advance, gift or personal benefit that is connected directly or indirectly with the performance of his / her duties of office, unless permitted by the exceptions listed below. For these purposes, a fee or advance paid to, or a gift or benefit provided with the member’s knowledge to, a member’s spouse, child or parent or to a member’s staff that is connected directly or indirectly to the performance of the member’s duties is deemed to be a gift to that member. The following are recognized as exceptions:

- a. compensation authorized by by-law;
- b. such gifts or benefits that normally accompany the responsibilities of office and are received as an incident of protocol or social obligation;
- c. a political contribution otherwise reported by law;
- d. services provided without compensation by persons volunteering their time;
- e. a suitable memento of a function honouring the member;
- f. food, lodging, transportation and entertainment provided by provincial, regional and local governments or political subdivisions of them, by the Federal government or by a foreign country;
- g. food and beverages consumed at banquets, receptions or similar events, if:
 - o attendance is in keeping with his or her representative role; and
 - o the value is reasonable; and
 - o attendance at events sponsored by the same entity is infrequent.



- h. communication to the offices of a member, including subscriptions to newspapers and periodicals.

In the case of categories (b) (e) (f) (g) and (h), if the value of the gift or benefit exceeds \$300, or if the total value received from any one source during the course of a calendar year exceeds \$300, the member shall within 30 days of receipt of the gift or reaching the annual limit, file a disclosure statement with the Municipality Clerk. The disclosure statement must indicate:

- a. the nature of the gift or benefit;
- b. its source and date of receipt;
- c. the circumstances under which it was given or received;
- d. its estimated value;
- e. what the recipient intends to do with the gift; and,
- f. whether any gift will at any point be left with the Municipality.

Disclosure statements will be a matter of public record.

Except in the case of category (f), a member may not accept a gift or benefit worth in excess of \$500 or gifts or benefits from one source during a calendar year worth in excess of \$500. No member shall seek or obtain by reason of his / her office any personal privilege or advantage with respect to Municipal services not otherwise available to the general public and not consequent to his or her official duties.

Confidentiality

No member shall disclose, release, or publish by any means to any person or to the public any confidential information acquired by virtue of his or her office in any form, except when required or authorized by Council or otherwise by law to do so. No member shall use confidential information for personal or private gain or benefit, or for the personal or private gain or benefit of any other person or body.

Use of Municipal Property

No member shall, for personal purposes or profit, permit the use of any Municipal property, equipment, services, or supplies other than for purposes connected with:

- a. the discharge of Municipality duties; or
- b. associated community activities of which Council has been advised

Unless such use is permitted by one of the following exceptions:

- a. reasonable and incidental personal use of office space, equipment such as computers, fax machines, cell phones, etc., where the Municipality incurs no additional costs relating to such use, and the use is of limited duration and frequency.
- b. use of Municipality property and facilities where such use is universally known to be available to other residents upon request and on equal terms.

No member shall obtain financial gain from the use of Municipality-developed intellectual property, computer programs, technological innovations or other patentable items, while an elected official or thereafter. All such property remains the exclusive property of the Municipality of Tarbutt.



No member shall use information gained in the execution of his or her duties that is not available to the general public for any purposes other than his or her official duties.

Work of a Political or Personal Nature

Members are required to follow the provisions of the *Municipal Elections Act, 1996*. No member shall use the facilities, equipment, supplies, services or other resources of the Municipality (including Councillor newsletters and websites linked through the Municipality's website) for any election campaign or campaign-related activities. No member shall undertake campaign-related activities in any Municipal facility for the purpose of seeking the support of Municipal employees working in that facility. No member shall use the services of persons for his or her election campaign purposes during the working hours for which those persons receive compensation from the Municipality.

No member shall use Municipal facilities, services or property for his or her personal or business use.

No member shall use the services of persons for his or her personal or personal business use during the working hours for which those persons receive compensation from the Municipality.

Conduct Respecting Current and Prospective Employment

No member shall allow the prospect of his / her future employment by a person or entity to detrimentally affect the performance of his / her duties to the Municipality.

Business Relations

No member shall act as a paid agent before Council, its committees, or an agency, board or commission of the Municipality. A member shall not refer a third party to a person, partnership, or corporation in exchange for payment or other personal benefit.

Conduct

As a representative of the Municipality, every member has the duty and responsibility to treat members of the public, one another and staff appropriately and without abuse, bullying or intimidation, and to ensure that the municipal work environment is free from discrimination and harassment. A member shall not use indecent, abusive, or insulting words or expressions toward any other member, any member of staff or any member of the public. A member shall not speak or communicate in a manner that is discriminatory to any individual based on that person's race ancestry, place of origin, creed, gender, sexual orientation, age colour, marital status or disability.

Influence on Staff

Only Council as a whole has the authority to approve budget, policy, committee processes and other such matters. Members shall be respectful of the fact that staff work for the Municipality as a body corporate and are charged with making recommendations that reflect their professional expertise and corporate perspective, without undue influence from any individual member or group of members. Accordingly, no member shall maliciously or falsely injure the professional or ethical reputation, or the prospects or practice of staff, and all members shall show respect for the professional capacities of Municipality staff.



Council directs the business of the Municipality and passes by-laws or resolutions, as appropriate, for decisions adopted by Council. Council has delegated responsibility to the Clerk/Chief Administrative Officer (CAO) for the administration of the affairs of the Municipality in accordance with decisions adopted by Council. This means that under the direction of the Clerk/CAO, staff have the responsibility and the authority to provide consultation, advice and direction to Council and to implement Council approved policy. Accordingly, staff establishes the appropriate administrative policies, systems, structures and internal controls to implement the goals and objectives of Council, and manage implementation within the resources at their disposal. Council should expect a high quality of advice from staff based on political neutrality and objectivity irrespective of party politics, the loyalties of persons in power, or their personal opinions. No member shall compel any staff member to engage in activities that are contrary to the directions of Council or the policies of the municipality.

No member shall compel staff to engage in partisan political activities or be subjected to threats or discrimination for refusing to engage in such activities; nor shall any member use, or attempt to use, their authority or influence for the purpose of intimidating, threatening, coercing, commanding, or influencing any staff member with the intent of interfering with that person's duties, including the duty to disclose improper activity.

Improper Use of Influence

No member of Council shall use the influence of her or his office for any purpose other than for the exercise of her or his official duties.

Examples of prohibited conduct are the use of one's status as a member of Council to improperly influence the decision of another person to the private advantage of oneself, or one's immediate relatives, staff members, friends, or associates, business or otherwise. This would include attempts to secure preferential treatment beyond activities in which members normally engage on behalf of their constituents as part of their official duties. Also prohibited is the holding out of the prospect or promise of future advantage through a member's supposed influence within Council in return for present actions or inaction.

For the purposes of this provision "private advantage" does not include a matter:

- a. that is of general application;
- b. that affects a member of Council, his / her immediate relatives, staff members, friends, or associates, business or otherwise as one of a broad class of persons; or
- c. that concerns the remuneration or benefits of a member of Council.

Members should not advocate on behalf of any person at a hearing of an adjudicative board and should not contact any member of such a board regarding any application before it.

Complaints Alleging Violation of This Code

Where an elector or a person acting demonstrably in the public interest has reasonable grounds to believe that a member has breached this Code, a complaint may be submitted to the Clerk's Office in the prescribed form which will be forwarded to the Municipality's Integrity Commissioner who will process it in accordance with the Complaint Protocol attached hereto as Appendix "A".

Appendix "A" – Complaint Protocol



The Township of Tarbutt
27 Barr Road South
Desbarats, Ontario P0R 1E0
Ph: 705-782-6776 Fax: 705-782-4274

REPORT TO COUNCIL

Date: April 17, 2024
From: Carol Trainor, CAO/Clerk
Re: Return to Work Policy

BACKGROUND / OVERVIEW

The Township of Tarbutt has a very small staffing structure with limited human resources, which requires Council to provide assurance to staff, as well as the public, that business continuity is a priority. Every effort will be made to ensure that staff receive the necessary time off to care for themselves or family, but also that their return to work is managed in a way that ensures their safety, their co-workers, and operations in general. In a period of less than three years, the Township has experienced challenges as a result of three key staff members requiring leave for various reasons.

This policy was recommended by the Township's Group Benefits Plan provider, and initially presented in the fall of 2023. The Personnel Committee reviewed and recommends approval.

FINANCIAL IMPACT

There is no quantifiable financial impact as a result of this report; however the impact of not having a policy in place, or of a premature return to work for employees who have been off as a result of illness, injury or disability, could have detrimental effects on the quality and quantity of work produced, on service provision, health and safety of employees, and also on co-workers.

Employees with physical limitations who return to work before medically approved risk injury to themselves as well as township equipment.

SUMMARY

The establishment of policies for employee well being ensure that the best interests of all employees are covered, as well as reducing risk to staff, equipment, infrastructure and operations.

RECOMMENDATION:

Be it resolved that the report from the CAO/Clerk regarding a Return to Work policy be received;
and
That the Return to Work policy be approved as presented.

Carol O. Trainor, A.M.C.T.
CAO/Clerk/Deputy Treasurer

**THE TOWNSHIP OF TARBUTT
POLICY AND PROCEDURE MANUAL**

Policy Name: Return to Work following Leave **Department:** All departments
Human Resources Policy

Approval Date: Personnel, March 2024 **Revised:** April 2024

SCOPE

The Township of Tarbutt is committed to providing a safe workplace for all employees. In the event of an injury or illness which results in a leave of absence, every effort will be made to provide suitable return to work (RTW) conditions for employees. This procedure applies to all employees regardless of job status who are absent from work and/or require temporary or permanent accommodation by reason of a medical, physical or cognitive condition which absence has been ordered by a medical professional.

The Return to Work process shall include the completion of a Functional Abilities Form.

Both the employee and the employer have responsibilities in the Return to Work process. The employer's responsibility is to provide reasonable accommodation that is appropriate to the situation in order to assist the employee to integrate back at a comfortable pace. Employees are expected to be cooperative and reasonable when considering proposals, considering the impact their absence has on operations, and co-workers, and should not make unrealistic accommodation demands.

BACKGROUND

The Return to Work Plan should focus on the employee's functional abilities, not the symptoms of the injury or illness, and make every effort to return the employee to their pre-injury position. The Plan should include the following elements:

- Roles and Responsibilities of both parties
- Communication
- Prevention
- Accommodation
- Recovery Support
- Education and training
- Review at regular intervals, to be determined

Depending on the nature of the absence from work, and the length of time the employee has been off, the Return to Work Plan may include a *Job Demands Analysis*, which would include a physical and/or cognitive demands analysis, depending on the job each employee is returning to.

Policy Name: Return to Work following Leave **Department:** All departments
Human Resources Policy

The job demands analysis must include details about the job description, requirements related to safety, training needed, hours of work, essential skills, equipment used, and the work environment with considerations for accessibility.

A Physical Demands Analysis is a detailed, objective description of the physical demands required to complete the essential and secondary duties of a position.

A Cognitive Demands Analysis is a detailed, objective evaluation of the specific cognitive, emotional and psychological skills required to perform essential and secondary duties of a position.

In order for the Township to provide adequate accommodation to the employee, the health care provider must provide enough detail to adequately assess the physical and cognitive capacity of the employee.

IMPLEMENTATION

The Return to Work process will be utilized equally for both physical and cognitive injuries or illnesses. Each Return to Work Plan will be individualized to suit the circumstances, but each will include the following components:

1. Determine meaningful and suitable accommodations based on a completed Functional Abilities Form (physical or cognitive; in some cases both) completed by a medical professional.
2. Create a detailed plan with dates, times, tasks, and expectations which both the supervisor and the employee will agree to and sign. Determine if the employee anticipates any issues with the Return to Work date, the hours, the extent of the work, or any part of the Plan. This planning period is also the time to review any procedural, department, or organizational changes that may have occurred while the individual was off work.
3. Communicate with co-workers so the employee can be welcomed back, and any retraining can be organized. Supervisors will be available to support employees as needed. For example, gossip and other impolite behaviours will not be tolerated, which could create stigma and result in unsupportive or unwelcome work environments.
4. Before the employee returns to work, they will be provided with a list of changes to any practices, procedures, processes, staffing, or the workplace. This information will be relayed through the Return to Work interview with the Personnel Committee and the employee's supervisor.

Policy Name: Return to Work following Leave **Department:** All departments
Human Resources Policy

5. During the first two weeks back, review the Return to Work Plan. It is important to check in with the employee to see how they are doing and if they need any further accommodation to remain functional in their job.
6. The Plan should be reviewed by the Personnel Committee and the employee at set intervals to ensure the Work Plan remains appropriate, and until a gradual increase to full duties can be achieved. The Employee should be forthcoming if they have any concerns or challenges about their ability to fulfill the requirements of the position.

Following receipt and review of the Functional Abilities documentation, a Return to Work interview will be held with the Personnel Committee and the employee. This helps the Township meet its Duty of Care to employees, helping to address their wellbeing, health and safety, and ensure that their needs are met. The Interview has the following intent:

- Welcome the employee back, letting them know they have been missed and are valued;
- Update the employee on any changes or issues that may have occurred during their absence;
- Enable the employee to raise any underlying health or other issues they may have and need support with;
- Provides a good opportunity to offer help of an unrelated nature, keeping in mind that there may be other concerns and stressors that may not be work related.

ACCOMMODATION AND TRANSITIONAL MEASURES

The Plan should include a list of any limitations the employee may experience as a result of the injury or illness, how it affects different aspects of their job, and any accommodation or safety measures required to help the employee return to work. These measures would be based on the Functional Abilities form and may include, but are not limited to:

- Modified work hours or days
- Modified work location (includes different seating arrangements/desk location)
- Limit equipment to be used based on physical limitations, reach, sight, etc.
- Modified job requirements
- Assistive devices
- Additional support, such as coaching or assistance with specific tasks

If these measures will be phased in or out, include a commencement/completion date and the following:

- Limitations
- Tasks/Activities Affected
- Accommodation
- Safety considerations

Policy Name: Return to Work following Leave **Department:** All departments
Human Resources Policy

GOALS AND OBJECTIVES

At the end of the Return to Work process, the employee will:

- Return to their original job
- Return to their original job with modifications or accommodation
- Perform an alternate or revised job (include job description)

REVIEW AND ASSESSMENT

This policy shall be reviewed periodically by the Personnel Committee to ensure it remains relevant and in compliance with legislation and other Township policies.

SUMMARY

Once the employee has returned to full time duties, they will receive and be eligible to accrue vacation credits, statutory holiday pay, sick leave credits and footwear allowance.

Approved by the Personnel Committee, March 2024.
Approved by Council April, 2024 by Resolution No: 2024 –

Lennox G. Smith, Mayor



The Township of Tarbutt
27 Barr Road South
Desbarats, Ontario P0R 1E0
Ph: 705-782-6776 Fax: 705-782-4274

REPORT TO COUNCIL

Date: April 17, 2024
From: Carol Trainor, CAO/Clerk
Re: Employee Sick Time Entitlement

BACKGROUND / OVERVIEW

Over the past two years, administrative staff have discussed making a request to have additional sick days provided to their annual entitlement, particularly after the pandemic and viruses that require individuals to stay out of circulation until symptoms pass. While there has been a perception among longer term staff that three personal days were available, there is no policy in writing referencing personal days.

This policy would apply to full time staff only. Under the *Employment Standards Act*, part time employees are entitled to up to three unpaid sick days without penalty.

Attached is a survey of 16 other rural municipalities in Algoma, Manitoulin, Sudbury District and the North Bay area, showing the number of sick days per year, whether or not they are carried over and at what rate, if personal days are provided, and other details. Tarbutt offers the second lowest number of sick and/or personal days of those surveyed. Nine of the municipalities in the survey are within Central Algoma.

In terms of future recruitment and retention of staff, it would be difficult for Tarbutt to compete with the offerings of other small, northern municipalities.

FINANCIAL IMPACT

The financial impact as a result of this report, or it's resulting recommendation, would be minimal to the annual budget; however, lost staff time and having multiple staff contracting viruses can have a financial impact, at times resulting in the need to close the office due to staffing shortages.

SUMMARY

This request is intended to become part of the Employee Compensation Policy under the Human Resources Policy group, to take effect January 1, 2025.

Increasing the number of sick days or personal days would encourage staff to stay home when they are ill rather than risking the spread of a virus/infection to others, as well as reducing the incidence of the condition worsening without proper rest, which results in even more lost time.

If the Township hopes to recruit staff in future, Council may wish to consider increasing the number of sick days provided in order to offer a competitive benefit package compared to other small municipalities.



RECOMMENDATION:

Be it resolved that the report from the CAO/Clerk regarding Employee Sick Time entitlement for full time staff be received; and

That Council approve an amendment to the Employee Compensation Policy to increase annual sick day entitlement from six (6) days per year, to ten (10) days per year, plus two personal days, for full time staff, with no carry over into the next calendar year if the time is not used; and

That this entitlement take effect January 1, 2025.

A handwritten signature in blue ink, appearing to read "Carol O. Trainor", is written over a horizontal line.

Carol O. Trainor, A.M.C.T.
CAO/Clerk/Deputy Treasurer

Municipality	# of sick days/year	Carried over or paid out if unused?	Personal days available	Other	
A	6 paid, 4 unpaid	No. Paid out at 50%	1 floater		
B	Management – 10	No	Union – 5 personal days	Unionized	
C	7 sick days	No.	3 personal days		
D	10 sick days	No.	Not mentioned		
E	18 sick days	Yes, max out at 160 days	Not mentioned		
F	12 days/year, earned at one day per month	Yes, to a max of 90 days		The carry over is offered as an incentive.	Will be increasing to 120 days max.
G	5 days/40 hours	No. Use it or lose it.		Use banked or vacation if more time required.	Possible increase to 7 days.
H	12 days per year	No.	Not mentioned	Recently increased from 8 to 12 days	
I	12 days/year	No	"		
J	12 days/year	No	"		
K	6 days/year	No, but unused time is paid out	Not mentioned		
L	18 days New hires: 15 days	Carried over, to a maximum of 243 days		New hires after March 24 receive fewer days.	
M	None	No	6 per year	All staff are long term, all have six weeks vacation, which they use for sick time.	
N	12 days/year	Yes, up to 180 days (25% of which is paid as a retiring allowance if the employee retires from the municipality).	Not mentioned	Updated 2022	Part time staff get six sick days/year.
O	Max of 12	No Paid out at 50%	3 discretionary days, carried over	Discretionary days are for appointments, etc.	
P	9 days/year	No	3 Personal days	Staff sometimes run out, ask for more.	
Tarbutt	6 days/year	No	No		

be



The Township of Tarbutt
27 Barr Road South
Desbarats, Ontario P0R 1E0
Ph: 705-782-6776 Fax: 705-782-4274

REPORT TO COUNCIL

Date: April 17, 2024
From: Carol Trainor, CAO/Clerk
Re: Asset Management Plan

BACKGROUND / OVERVIEW

Ontario Regulation 588/17 requires that municipalities establish a comprehensive Asset Management Plan to develop a modernized, data based approach to the management of all assets owned by the municipalities. Goals of the AMP include gaining a better understanding of the infrastructure challenges faced by municipalities, improving standardization and consistency of asset management planning, to provide the Province with a more complete picture of municipal infrastructure needs, and to see input from municipalities on how to collect key information on assets and to foster discussions around long term financial sustainability.

Stefanizzi Professional Corporation was engaged by the Township in 2022 to complete this project, which consists of multiple phases over several years. At this time, we are approaching the end of Phase II, which is July 1, 2024. The next deadline for Phase III will be July 2025

Municipalities seeking provincial capital funding are required to prepare and maintain an up to date Asset Management Plan, which will be used to demonstrate the need for funding.

FINANCIAL IMPACT

The estimated cost of the Asset Management Plan work for 2024 is \$5,500. The Township's AMP is complete up to Phase II.

SUMMARY

This extensive process is a requirement of the Province, but is also a useful tool for the municipality in terms of capital planning for roads, infrastructure, buildings, equipment and overall appreciation and depreciation of assets.

RECOMMENDATION:

- Be it resolved that the report from the CAO/Clerk regarding the Asset Management Plan be received; and
- That the Asset Management Plan dated July 11, 2023 be approved and posted on the Township's website; and
- That Council approve the quotation from Stefanizzi Professional Corporation for completion of Phase III of the Asset Management Plan.

SVF ADVISORY

CHARTERED BUSINESS VALUATOR

March 28, 2024

Tarbutt Township
27 Barr Road South
Desbarats, Ontario
P0R 1E0

Dear Council and Management of the Corporation of the Township of Tarbutt:

In-House Changes – The Stefanizzi Group

Effective January 29, 2024, Stefanizzi Professional Corporation hired Mitchell Marinovich CPA as an Accounting and Assurance Principal. He has nine years of prior audit experience with KPMG LLP, including municipal audits, and we look forward to working together as part of our professional services team.

Mitch will help manage our audit function, further develop our audit process with new software, and integrate the recent standards published by the Public Sector Accounting Board (“PSAB”) as part of your financial statements. A summary of these changes can be found with the letter directly from Stefanizzi Professional Corporation (“SPC”), which also details a list of the current year audit requirements.

In addition, Justin-Peter Stefanizzi, will still be involved with the Municipality, but now to assist with the proposed annual Asset Management function. Please see a quote for services below:

Professional Services Quotes

Company	Professional Service	Quote
Stefanizzi Professional Corp.	Audit	No change*
SVF Advisory	Asset Management <ul style="list-style-type: none">- Annual Site Visit & Training- Capital Budget Planning & Asset Register Updates- CRV & related filings- Policy Review- O. Reg. 588/17 advisory- Annual Report to Council	\$ 5,500

*- there may be small one-time charges for current and future accounting (PSAB) and assurance (CAS) standard updates.

Any questions please contact me at jpete@stefanizzi.ca

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Carol Trainor

From: Chantal Parker <chantal.parker50@gmail.com>
Sent: Tuesday, April 2, 2024 4:14 PM
To: Carol Trainor
Subject: Dog Control

So I've been going back and forth on this for some time now and I've come to decide that I'm leaving the position of Dog Control Officer. Things in my life have gotten so busy and I don't feel like I can continue. Thank you and all the staff for supporting me for so many years.

Thank you again
Chantal Parker

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The Township of Tarbutt
27 Barr Road South
Desbarats, Ontario P0R 1E0
Ph: 705-782-6776 Fax: 705-782-4274

REPORT TO COUNCIL

Date: April 17th, 2024
From: Jared Brice, Administration Assistant/Planning Assistant
Re: Agricultural Advisory Committee – Prime Agricultural Lands Designations for the Joint Official Plan

BACKGROUND / OVERVIEW

The Agricultural Advisory Committee was created in late 2023 under the Planning Board to determine Prime Agricultural Areas for the Desbarats to Echo Bay Joint Official Plan. The recommendation for an Agricultural Advisory Committee was recommended by J.L. Richards and Associates.

The committee is comprised of 8 members (four members of the Desbarats to Echo Bay Planning Board and four members (one from each municipality) of the farming community).

Provincial Requirements

The provincial policy statement (PPS) and provincial plans require that Prime Agricultural areas be protected and designated for long term use for agriculture.

A municipality's Official Plan must be consistent with the current PPS.

Prime Agricultural areas represent large, generally contiguous blocks of land that enable current and future opportunities for agriculture. They are characterized by the presence of:

- Prime agricultural land, defined as specialty crop areas and/or areas with Canada Land Inventory (CLI) Classes 1 - 3 lands;
- Other areas associated with prime agricultural land including CLI Classes 4 - 7 lands and additional areas with a local concentration of farms with characteristics of ongoing agriculture; and,
- Agricultural areas with organic soil (not part of the CLI classification system).

Small pockets of existing non-agricultural uses may be found within prime agricultural areas.

Difference between Prime Agriculture and Rural designations

In areas to be designated Prime Agricultural for the Joint Official Plan, severance of land is generally not permitted as land division fragments the agricultural land base. Fragmentation of the land base can affect the future viability of agriculture over the long term. In areas designated as Rural, severances are permitted subject to all other municipal and provincial legislation. It is important to note that Rural land can be utilized as agricultural land also.

Mapping Procedure and Moving Forward

Using GIS data, a high level map has been created using OMAFRA approved Land Evaluation Area Review (LEAR) methodology. The LEAR mapping is posted on the Planning Boards [webpage](#).

At this stage of the LEAR study, a review and amendments to LEAR mapping have been made by the Agriculture Advisory Committee.

The attached map has been amended by the Agricultural Advisory Committee members from the Township of Tarbutt and shows the requested Prime Agricultural Land designations in Tarbutt for the Joint Official Plan.

It is the intent of the Tarbutt Agricultural Advisory Committee members to gain Council concurrence of their intent to designating the areas highlighted as Prime Agricultural Areas.

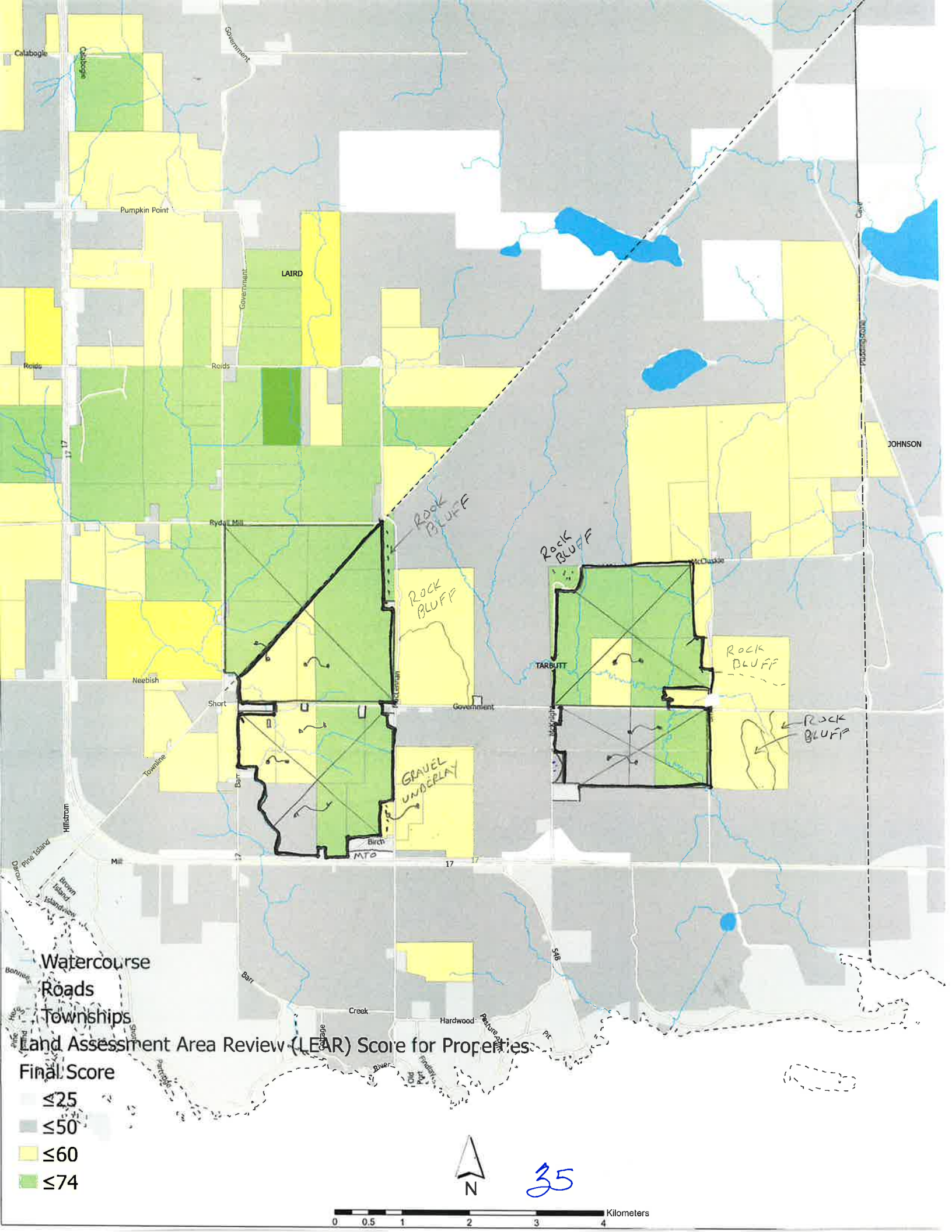
RECOMMENDATION:

Be it resolved that the report from the Administration Assistant/Planning Assistant regarding Prime Agricultural Areas for the Joint Official Plan be received; and

That Council receive the draft mapping of Prime Agricultural Areas as presented by the Agricultural Advisory Committee member(s) from the Township of Tarbutt.



Jared Brice
Administration Assistant/Planning Assistant



Watercourse
Roads
Townships
Land Assessment Area Review (LEAR) Score for Properties

- Final Score
- ≤ 25
 - ≤ 50
 - ≤ 60
 - ≤ 74



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**THE TOWNSHIP OF TARBUTT
COUNCIL MEETING OF APRIL 17, 2024
CONSENT AGENDA**

- a. Resolution from the Township of Clearview
Re: Support for Bill C-63 to establish a “digital safety commission”
- b. Resolution from The County of Prince Edward
Re: Establishment of a “Municipal Accessibility Fund” to meet AODA standards
- c. Notice of Decision from the Desbarats to Echo Bay Planning Board
Re: Provisional consent granted to Application T2024-03 (Waugh/Rose)
- d. Letter from the Harold S. Trefry Memorial Centre
Re: 2024 Municipal Contribution
- e. Municipal Proclamation of Hope Air Day on June 7, 2024
- f. Resolution from The Town of Goderich
Re: Review of Ontario Works and Ontario Disability Support Program
- g. Resolution from The City of Sault Ste. Marie
Re: Intimate Partner Violence and Coercive Control
- h. Press Releases from the North Shore Health Network
Re: Expansion of Medical Imaging Services
Re: Protocol Agreement with Nogdawindamin Family and Community Services
- i. Letter from Central Algoma Intermediate and Secondary School
Re: Grades 8 and 12 Graduation/Scholarship Awards

Recommendation: Be it resolved that correspondence items a through i on the consent agenda dated April 17, 2024 be received; and

That the Council of The Township of Tarbutt support the resolution from the Township of Clearview endorsing the passing of Bill C-63 in the House of Commons for the establishment of a “digital safety commission” and nomination of an independent Ombudsperson; and

That Council of The Township of Tarbutt support the resolution from The County of Prince Edward asking the provincial government to create a Municipal Accessibility Fund to develop, implement and enforce AODA standards related to goods, services, accommodation, employment and buildings; and

That the Council of The Township of Tarbutt support the Dr. Harold S. Trefry Memorial Centre by making the annual donation of \$5,000 toward programs and services for the seniors and disabled population; and

That The Township of Tarbutt proclaim June 7, 2024 as Hope Air Day; and
That the Council of The Township of Tarbutt supports the resolution from The Town of Goderich requesting the Provincial government to increase Ontario Works and ODSP rates and index rates to inflation, and to commit to ongoing cost of living increases above and beyond the rate of inflation; and
That The Township of Tarbutt supports the resolution from The City of Sault Ste. Marie supporting Bill C-332 and calling on the Federal Government to enact necessary amendments to the Criminal Code of Canada to include coercive control of an intimate partner; and
That The Township of Tarbutt make the annual donation of \$300 to the Grade 8 and Grade 12 graduations at CASS and CAIS.