

August 14, 2024  
6:00 pm  
Markstay-Warren Council Chambers  
21 Main St. S. Markstay, ON

Pages

1.	Opening remarks and call to Order	
2.	Land acknowledgment	
3.	Roll Call	
4.	Approval of the Agenda	
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8.	Report from Closed Session	
9.	Adjournment	

THE CORPORATION OF THE MUNICIPALITY OF MARKSTAY-WARREN

BY-LAW 2024 – XX - BEING A BY-LAW TO AUTHORIZE THE ADOPTION OF  
A COUNCIL CODE OF CONDUCT

WHEREAS Section 223.2 (1) of the *Municipal Act, 2001*, authorizes the municipality to establish codes of conduct for Members of the Council of the municipality and of local boards of the municipality;

NOW THEREFORE, THE COUNCIL FOR THE MUNICIPALITY OF MARKSTAY-WARREN ENACTS AS FOLLOWS:

1. That Council adopts the Council Code of Conduct for the Municipality of MARKSTAY-WARREN identified as Schedule "A" attached hereto and forming part of this by-law.
2. That the Council Code of Conduct shall apply to all Members of Council. This Code of Conduct also applies equally to all Members of Boards and Committees of the Municipality, whether or not a Member of that Board or Committee is also a Member of Council.
3. That Members of Council, Committee Members, and Board Members of the Municipality of MARKSTAY-WARREN shall acknowledge their receipt and understanding of the Council Code of Conduct by signing and dating the Acknowledgement of Understanding and Compliance form.
4. That any amendments to the Council Code of Conduct shall be acknowledged by Members of Council, Committee and Board Members of the Municipality of MARKSTAY-WARREN, by re-signing and dating the Acknowledgement of Understanding and Compliance Form.
5. That this Council Code of Conduct shall apply to all future Members of Council, Members of Committees, and Board Members of the Municipality of MARKSTAY-WARREN.
6. That a vote of two-thirds of all Council Members be required to amend or repeal this by-law.
- 7.
7. That all other by-laws or part of by-laws inconsistent with this by-law are hereby repealed.
8. That this by-law shall come into force and take effect immediately upon the final passing thereof.



**Schedule 'A'- By-law 2024-  
Code of Conduct for Members of Council, Committees and Local Boards  
of the Municipality of MARKSTAY-WARREN ("Members")**

**1. Purpose and Policy Statement**

The Council Code of Conduct is a public declaration of the principles of good conduct and ethics that are expected by Members.

Members are held to a high standard as leaders of the community and they are expected to become well informed on all aspects of municipal governance, administration, planning and operations and to carry out their duties in a fair, impartial, transparent and professional manner. A Code of Conduct aims to ensure public trust and confidence in the Municipality's decision making and operations. Adherence to these standards will protect and maintain the Municipality's reputation and integrity of its decision making process. In addition, it is meant to assist Members in understanding the standards of conduct that are expected of them so that they may fulfill their duty to act honestly and with care and diligence.

**2. Statutory Provisions Regarding Conduct**

This Council Code of Conduct operates along with and as a supplement to the existing statutes governing the conduct of members. The following provincial legislation governs the conduct of Members:

- a) The Municipal Act
- b) The Municipal Conflict of Interest Act (MCIA)
- c) The Municipal Elections Act (MEA)
- d) The Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)
- e) The Ontario Human Rights Code (OHRC)
- f) The Provincial Offences Act (POA)
- g) The Criminal Code of Canada (CCC)
- h) The Occupational Health and Safety Act (OHSA)
- i) The Accessibility for Ontarians with Disabilities Act (AODA)

**3. Application**

This Code of Conduct applies to all Members of Council. It also applies equally to all Members of Boards and Committees of the Municipality, whether or not a Member of that Board or Committee is also a Member of Council.

**4. General Principles and Values**

Members shall:

- a) respect the role of Council as set out in the *Municipal Act*;
- b) support the mission, vision and values of the Municipality;
- c) respect the decision-making process of Council by accurately communicating the decision reached by the majority of Council, even if they disagree with the outcome;
- d) maintain professionalism, integrity, respect, and trust;
- e) promote open, accountable and transparent local government; and
- f) encourage public respect for the Municipality, its by-laws and policies.

## 5. Definitions

In this Code of Conduct, the following terms have the meanings set out below:

- a) "Chief Administrative Officer" or "CAO" shall mean the employee who is responsible for exercising general control or management of the administration and affairs of the Municipality and other duties as directed by Council.
- b) "Child" includes a child born within or outside of marriage and includes an adopted child and a person to whom the Member has demonstrated a settled intention to treat as a child of his or her family.
- c) "Closed/In-Camera Meeting" means any meeting of Council, Committee of the Whole, Standing Committee or Board that is closed to the public in accordance with the *Municipal Act*.
- d) "Confidential Information" includes information in the possession of, or received in confidence by the Municipality, that the Municipality is prohibited from disclosing, that the Municipality is required to refuse to disclose, or that the Municipality chooses not to disclose, under MFIPPA, or other legislation or policy of the Municipality. Without limiting the generality of the foregoing, Confidential Information also includes all information concerning matters dealt with at Closed/In-Camera Meetings, information that is marked as "confidential", information obtained by the Member by virtue of their position as a Member that is not in the public domain, or information that is otherwise determined to be confidential by the Chief Administrative Officer, Clerk or as specifically declared by Council.
- e) "Council" means the Council of the Municipality of MARKSTAY-WARREN.
- f) "Ethically" means behaving in a manner characterized by honesty, fairness and equality in interpersonal relationships and with respect for the dignity and rights of other people.
- g) "Family Member" includes:
  - i. A Spouse of the Member;
  - ii. A Child of the Member;
  - iii. A Parent of the Member;
  - iv. A Sibling of the Member, whether by birth, marriage or adoption;
  - v. A Grandchild, grandparent, aunt, uncle, niece or nephew of the Member;
  - vi. A Parent-in-law of the Member; and
  - vii. Any person who lives with the Member on a permanent basis.
- h) "Gift" means any cash or monetary equivalent, fee, object of value, service, personal benefit or advantage, favour, travel and accommodation or entertainment. A gift does not include remuneration.
- i) "Harassment" includes, but is not limited to, engaging in a course of vexatious or unwanted comment or conduct that is known or ought reasonably to be known to be unwanted and includes Workplace harassment, Workplace violence and Sexual Harassment as defined in the *Occupational Health and Safety Act*.

- j) "Member" includes the elected Head of Council, an elected member of Council and all members of Boards and Committees of the Municipality.
- k) "Municipality" means the Municipality of MARKSTAY-WARREN.
- l) "Parent" includes those persons who demonstrated a settled intention to treat as a child the Member, whether or not the Member is their natural child.
- m) "Pecuniary Interest" means an interest of the Member that is financial in nature.
- n) "Spouse" means a person to whom the Member is married or with whom the Member is living in a conjugal relationship outside of marriage.
- o) "Staff" includes anyone employed by the Municipality, including full-time, part-time, temporary, casual or seasonal Staff, contract Staff, students and volunteers. In accordance with the *Municipal Act*, Council Members are not considered employees of the Municipality.

## 6. Standards of Behaviour and Conduct

### 6.1 General Conduct

Members shall:

- a) treat members of the public, one another, and Staff with respect;
- b) ensure their work environment is free from discrimination, harassment, bullying and intimidation;
- c) conduct themselves according to legislative and policy requirements;
- d) observe decorum and conduct themselves as outlined in the Procedure By-law;
- e) refrain from personal attacks on other members, staff, the public, or any other person.
- f) refrain from speaking in a manner that is discriminatory to any individual based on that person's race, ancestry, creed, gender, sexual orientation, age, colour, marital status, or disability;
- g) acknowledge that only Council as a whole has the capacity to direct staff including the CAO.

### 6.2 Confidentiality and Use of Information

- a) All information, including documentation or deliberations received, reviewed or taken Closed/In-Camera Meetings is considered Confidential Information, except as otherwise directed by Council;
- b) All information circulated in Closed/In-Camera Meetings whether or not it is marked confidential and/or privileged, shall be returned to the Clerk for destruction;
- c) Members shall not disclose or release by any means to any member of the public either in verbal or written form any Confidential Information acquired by virtue of their office, except when required by law or when authorized by Council or the CAO;
- d) Members shall keep all information that is circulated to Members confidential. Any documentation marked Confidential Information shall be kept securely until no longer

required in the course of Municipal business and shall at that time be destroyed by the Member or returned to the office of the CAO for destruction;

- e) Requests for information should be referred to the Clerk to be addressed in conformity with the *Municipal Freedom of Information and Protection of Privacy Act*;
- f) Members will not use information gained in the execution of their duties that is not available to the general public for any purpose other than as directed by Council;
- g) Members shall not access or attempt to gain access to Confidential Information in the custody of the Municipality unless authorized by Council or the CAO;
- h) The obligation to keep information Confidential applies even if the Member ceases to be a Member for any reason.

### **6.3 Conduct at Meetings**

Every Member shall conduct themselves with decorum and professionalism at all Council, Committee, Board and other meetings in accordance with the provisions of the applicable Procedure By-law, this code, and other applicable law.

### **6.4 Conduct at Public Events**

Members may be requested to make public presentations outside of Council, Committee, Board and other meetings or to attend public events as representatives of the Municipality. At any such event, every Member shall conduct themselves with dignity and decorum, in a manner befitting of a representative of the Municipality.

### **6.5 Conflict of Interest**

- 6.5.1 Members must be familiar with and comply with the *Municipal Conflict of Interest Act*, as amended. It is the responsibility of each Member, not Staff, to determine whether they have a direct or indirect pecuniary interest with respect to matters arising before Council, a Board or Committee. Each Member shall determine whether he or she has a direct or indirect pecuniary interest and shall at all times comply with the *Municipal Conflict of Interest Act*.
- 6.5.2 For purposes of this Code of Conduct, a pecuniary interest, direct or indirect, of a Family Member of the Member shall be deemed to also be the personal pecuniary interest of the Member. All Members shall declare a conflict of interest where they or their Family Member has a pecuniary interest in a matter and shall take all of the actions prescribed in the *Municipal Conflict of Interest Act* as if the Act applied to that interest.
- 6.5.3 In addition to pecuniary interests, Members must perform their duties impartially, such that an objective, reasonable observer would conclude that the Member is exercising their duties objectively and without undue influence. Each Member shall govern their actions using the following as a guide:
  - a) in making decisions, always place the interests of the taxpayers and the Municipality first and, in particular, place those interests before your personal interests and the interests of other Members, staff, friends, business colleagues or Family Members;
  - b) interpret the phrase "conflict of interest" broadly and with the objective of making decisions impartially and objectively;

- c) if there is doubt about whether or not a conflict exists, seek the advice of the Integrity Commissioner or legal counsel;
- d) do not make decisions that create an obligation to any other person who will benefit from the decision;
- e) do not make decisions or attempt to influence any other person for the purpose of benefitting yourself, other Members, Staff, friends, business colleagues or Family Members, or any organization that might indirectly benefit such individuals;
- f) do not put yourself in the position where a decision would give preferential treatment to other Members, Staff, friends, business colleagues or Family Members, or any organization that might indirectly benefit such individuals; and
- g) do not promise or hold out the prospect of future advantage through your influence in return for a direct or indirect personal interest.

6.5.4 Direct or indirect personal interests do not include:

- a) a benefit that is of general application across the Municipality;
- b) a benefit that affects a Member or his or her Family Members, friends or business colleagues as one of a broad class of persons; or
- c) the remuneration of Council, a Member or benefits available to Council or Members.

6.5.5 Every Member has the following obligations:

- a) to make reasonable inquiries when there is reason to believe that a conflict of interest may exist;
- b) to make Council or the Board or Committee aware of the potential conflict of interest and where appropriate declare the interest;
- c) to refuse to participate in the discussion of Council, the Board or Committee and to not vote on the matter or seek to influence the vote of any other Member where a conflict of interest exists;
- d) to refuse to be involved in any way in the matter once the conflict is identified, including without limitation participating in meetings, facilitating meetings or introductions to Staff or Members or providing advice to any person that would materially advance the matter; and
- e) if the matter which creates the conflict of interest is discussed during a Closed/In-Camera Meeting, the Member may not attend that portion of the closed session where that matter is discussed.

6.5.6 Members shall not borrow money from any person who regularly does business with the Municipality unless such person is an institution or company whose shares are publicly traded and who is regularly in the business of lending money.

6.5.7 Members shall not act as a paid agent before Council or its committees, agencies or boards.

**6.6 Gifts, Hospitality & Other Benefits**

6.6.1 The objective of these policies is to ensure that Members make decisions based on impartial and objective assessments of each situation free from the influence of gifts, favours, hospitality or entertainment.

6.6.2 Any stipend paid to a Member is intended to fully remunerate the Member for their service to the Municipality.



6.6.3 Members are prohibited from soliciting, accepting, offering or agreeing to accept any gifts, commissions, hospitality, rewards, advantages or benefits of any kind, personally or through a

Family Member or associate (business or otherwise), that is connected directly or indirectly with the performance of duties of office or could reasonably be construed as being given in anticipation of future, or recognition of past, special consideration by the Member.

6.6.4 This policy does not preclude Members from accepting:

- a) token gifts, souvenirs, mementoes or hospitality received in recognition for service on a committee, for speaking at an event or for representing the Municipality at an event;
- b) political contributions that are otherwise offered accepted and reported in accordance with applicable law.
- c) food and beverages at meetings, banquets, receptions, ceremonies or similar events.
- d) food, lodging, transportation, entertainment provided by other levels of governments, by other local governments or by local government boards or commissions;
- e) a stipend from a board or commission that the Member serves on as a result of an appointment by Council;
- f) reimbursement of reasonable expenses incurred in the performance of office;
- g) reimbursement of reasonable expenses incurred and honorariums received in the performance of activities connected with municipal associations;
- h) gifts of a nominal value less than \$25 that are received as an incident of protocol or social obligation that normally and reasonably accompany the responsibility of the office; and
- i) services provided without compensation by persons volunteering their time for election campaign, provided the services are properly valued in accordance with the *Municipal Elections Act*.

6.6.5 Where it is not possible to decline unauthorized gifts, hospitality or other benefit, Members shall report the matter to the Clerk. The gift shall become the property of the Municipality, and the Clerk may require that the gift be retained by the Municipality or be disposed of for charitable purposes in Council's sole discretion.

6.6.6 Members who have accepted a Gift in accordance with section 6.6.4 shall file a disclosure statement citing the nature of the Gift and the section 6.6.4 exception with the Clerk within 30 days of receipt. The disclosure shall also contain details of the circumstances in which the Gift was received, and the estimated value. The Clerk will report to Council on a monthly basis a summary of Gifts received and the nature of the exceptions.

## 6.7 Interaction with Staff

6.7.1 Members shall not:

- a) publicly criticize or threaten Staff in any way that questions their professional reputation, competence or credibility;
- b) interfere with Staff or the CAO's performance of their duties;
- c) compel Staff to engage in partisan political activities or be subjected to threats of discrimination for refusing to engage in such activities; or
- d) use their authority or influence for the purpose of intimidating, threatening, coercing, commanding, or influencing any Staff member with the intent of interfering with Staff duties.

6.7.2 Operational inquiries and complaints received from the public shall be addressed by Members as follows:

- a) Members who are approached by the public with inquiries/complaints regarding operational matters should encourage the party to contact the appropriate department for review/resolution;
  - b) where the member of the public is reluctant to contact the department directly, the Member should take the person's name, phone number and details of the inquiry/complaint and advise them that the matter will be referred to the CAO for review/resolution;
  - c) members of the public should be encouraged to provide their issue/matters of concern in writing to the appropriate department;
  - d) where the inquiry/complaint is not resolved to the satisfaction of the member of the public, the Member shall refer the member of the public to the Municipality's complaint policy for any further action, or place the matter on an agenda to be dealt with by Council or the appropriate Committee.
- 6.7.3 Members shall recognize and respect that many members of Staff are bound by professional associations to a code of ethics and professional conduct and that they provide their reports and recommendations objectively, in the best interests of the Municipality and within the requirements of their profession.
- 6.7.4 Council, acting as a whole, can dictate, through the CAO, that Staff perform such duties as are necessary for the efficient management of the affairs of the community, and/or research such matters as the Council deems necessary. Individual Council members do not have authority to direct Staff.
- 6.7.5 Board and Committee Members do not have the authority to direct Staff, with the limited exception of any Staff member assigned by Council to that Board or Committee. Ultimately, Council retains the discretion to assign, remove and direct Staff who provide assistance to any Board or Committee.
- 6.7.6 The role of the CAO and Department Heads is to direct the day to day management of the Municipality and assign duties to the Staff placed under their supervision. To encourage the efficient management of the Municipality, individual Members must be cognizant of that fact and comply with the following:
- a) Members will respect and adhere to the policies set by Council, and will under no circumstances take it upon themselves, individually, to circumvent established policies.
  - b) Council, as a body, and Members, as individuals, will liaise with the CAO, Treasurer, Department Heads, or Supervisors only. This requirement is not designed to interfere with the normal flow of information with those Staff members (Administrative Assistants, Clerk, Committee Secretaries) who have been assigned the responsibility of providing information to Members such as meeting times, copies of documents, information on standard operating procedures, etc.
  - c) If a complaint is raised by a taxpayer, Members will refer them to the Complaint process established by the Municipality. If a Member has questions or issues surrounding operational concerns or complaints, excluding the basic issues covered in s. 6.7.2 above, should raise these concerns with the CAO.
  - e) Members who still have concerns about operational issues after addressing them with the CAO should raise these concerns at the appropriate Committee and/or Council.
  - f) Should information be required by individual Council Members, a request must be made of the appropriate Department Head, with a copy to the CAO. The Department

Head will either respond directly, with a copy to the CAO or discuss with the CAO on who is the appropriate Staff member to respond, whichever is appropriate. This practice ensures that the CAO is aware of the request and/or that the request is addressed in a timely manner in the event the Department Head is absent or in the case of an urgent matter.

- g) Information requests that are time intensive should be approved by Council.

## 6.8 Expenses

- 6.8.1 Members are required to adhere to any relevant policies, procedures and guidelines with respect to any expenses included in the budget (such as, but not limited to: mileage reimbursement, conference and seminar attendance, and corporate promotional products).
- 6.8.2 Falsifying of receipts or signatures by a Member is a serious breach of this Code of Conduct and the Criminal Code of Canada and could lead to prosecution.

## 6.9 Use of Municipal Property and Resources

- 6.9.1 Members may only use municipal property, equipment, services or supplies of consequence for purposes associated with the discharge of official duties or associated community activities to the extent such resources are not otherwise available to the general public.
- 6.9.2 Members will comply with corporate policies related to the use of municipal assets, including but not limited to municipal vehicles, municipally owned computers, internet and email.
- 6.9.3 Members will not seek or gain personal benefit from municipal services, or from the use of municipally 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.

## 6.10 Media and Public Communications

- 6.10.1 Information related to decision and resolutions of Council, a Board or Committee, as the case may be, will normally be communicated to the community by the Head of Council (Mayor), the Chair of the Board or Chair of the Committee, as the case may be, or his or her designate.
- 6.10.2 Members will accurately communicate the decisions of Council/Committee/Boards, even if they disagree with the majority decision, and by doing so affirm the respect for and integrity in the decision making process of Council, Committees and Boards. A Member may state that he/she did not support the decision, or voted against the decision, and may give reasons why.
- 6.10.3 Members at all times shall refrain from speculating or reflecting upon the personal motives of other Members of Council or Staff, or being unduly judgmental or critical of other members or of Staff when communicating with the media or the public.

## 7. Municipal Elections

- 7.1 Members of Council must conduct themselves in accordance with the provisions of the *Municipal Elections Act*, in addition to legislation and policies in place during their term of office.

- 7.2 Members of Council shall respect the role of the Clerk and Staff in the election process, shall not interfere with the Clerk or designate's discharge of their duties during the election process, and understand that their role is to ensure that all candidates are treated equally.
- 7.3 The use of municipal resources, both actual municipal property and Staff time, for election-related activity is strictly prohibited. The prohibition applies to both the promotion and opposition to the candidacy of a person for elected office.
- 7.4 Election-related activity applies not only to a Member's personal campaign for office, but also other campaigns for municipal, provincial and federal office.

## 8. Integrity Commissioner-Advice and Complaint Process

### 8.1 Advice

- 8.1.1 Members may request advice or opinions from the Integrity Commissioner with respect to:
- a) the obligations of the Member under the *Municipal Conflict of Interest Act*;
  - b) the obligations of the Member under this Code; and
  - c) the obligations of the Member under a procedure, rule or policy of the Municipality governing the ethical behaviour of the Member.
- 8.1.2 Every request for advice or opinion shall be submitted in writing to the Integrity Commissioner, and the Integrity Commission shall advise the Clerk that a request has been received.
- 8.1.3 The Integrity Commissioner shall not provide to any Member any advice or opinion with respect to the obligations of another Member.
- 8.1.4 Members shall be mindful of the cost to the Municipality to obtain the advice or opinion of the Integrity Commissioner and shall not abuse this entitlement.
- 8.1.5 The advice and opinions received by any Member are personal to the Member and are considered confidential. No opinion or advice may be shared by the Integrity Commissioner without the written permission of the Member who requested the opinion or advice. The Member may grant permission to share part of an opinion or advice, but in circumstances where the member shares only a portion of an opinion or advice the Integrity Commissioner may release all or a part of the opinion or advice without the consent of the Member.
- 8.1.6 Council may require any Member to undertake training with the Integrity Commissioner where Council determines that the Member has requested opinions and advice more frequently than is reasonable in the circumstances. The nature of the training will be to better explain the Member's obligations under this Code of Conduct and the *Municipal Conflict of Interest Act* to enable the Member to govern his or her conduct without seeking advice unnecessarily.

### 8.2 Role of the Integrity Commissioner

- 8.2.1 The Integrity Commissioner shall be appointed by By-law of the Municipality.
- 8.2.2 The Integrity Commissioner shall operate independently of Council in accordance with the authority and powers granted by the Municipal Act and the Public Inquiries Act.
- 8.2.3 The Integrity Commissioner may delegate his or her duties and powers to any person, other than a Member. The delegation shall be in writing, shall be disclosed to the Clerk and shall set out the precise delegation, including the duration of the delegation.

- 8.2.4 Any delegation shall be at the sole discretion of the Integrity Commissioner, provided that the delegate is qualified and capable of independently undertaking the work.
- 8.2.5 The Integrity Commissioner shall make an assessment prior to undertaking any investigation as to whether the complaint gives rise to the need for another entity to undertake an investigation. In those circumstances where the allegations disclose a potential Criminal Code offence or the breach of other legislation (other than the Municipal Conflict of Interest Act), the Integrity Commissioner shall refer the investigation to the appropriate entity and shall not conduct his or her own investigation unless the entity determines that no investigation is required.
- 8.2.6 The Integrity Commissioner shall prepare and submit to Council an Annual Report that shall include at a minimum:
- a) a break-down of costs incurred for the following categories of work performed (advice/investigations/dispute resolution/training);
  - b) a summary of the nature of requests made and the resolution of the matters, without providing any confidential information in the Report; and
  - c) any recommendations for improvements to this Code or processes or any procedure, rule or policy of the Municipality governing the ethical behaviour of the Member.

### 8.3 Informal Complaint Process

- 8.3.1 Individuals are encouraged to pursue this informal complaint procedure as the first means of remedying behaviour or an activity that they believe violates this Code of Conduct or sections 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*.
- 8.3.2 Any individual who has identified or witnessed behaviour or activity by a Member that appears to be in contravention of this Code of Conduct or sections 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act* may address their concerns in the following manner and in accordance with section 8.5:
- a) Advise the Member of their belief that their behaviour or activity contravenes this Code of Conduct or sections 5. 5.1 or 5.2 of the Municipal Conflict of Interest Act;
  - b) Encourage the Member to acknowledge and agree to stop the prohibited behaviour or activity and to avoid future occurrences of the prohibited behaviour or activity;
  - c) If applicable, confirm to the Member the satisfaction or dissatisfaction with his or her response to the concern identified;
  - d) Keep a written record of the incidents including dates, times, locations, other persons present, and any other relevant information, including steps taken to resolve the matter;
  - e) If not satisfied with the response received through the informal process, consider the need to pursue the matter in accordance with the formal complaint through the Integrity Commissioner, as outlined in this Code of Conduct.

### 8.4 Formal Complaint Process

- 8.4.1 Any individual who has identified or witnessed behaviour or activity by a Member that they believe is in contravention of this Code of Conduct or sections 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act* may submit a formal complaint to the Clerk of the Municipality in accordance of with the following conditions and section 8.5:
- a) All formal complaints must be made using the prescribed complaint form and shall be dated and signed by the complainant.

- b) The complaint must set out reasonable and probable grounds for the allegation that the Member has contravened this Code of Conduct or sections 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*, list any witnesses, and include any evidence in support of the complaint. The Integrity Commissioner may request additional information from the complainant or other relevant persons prior to making an assessment.
- 8.4.2 If the Commissioner has not completed an investigation before nomination day for a regular election, he or she shall terminate the inquiry on that day.
- 8.4.3 If an inquiry is terminated under section 8.4.2, the Integrity Commissioner shall not commence another inquiry in respect of the matter unless, within six weeks after voting day in a regular election, the person or entity who made the request or the member or former member whose conduct is concerned makes a written request to the Integrity Commissioner that the inquiry be re-commenced.
- 8.4.4 The following rules apply during the period of time starting on nomination day for a regular election, and ending on voting day in a regular election (the "Election Period"):
- a) There shall be no requests for an inquiry about whether a Member has contravened this Code of Conduct or sections 5, 5.1 or 5.2 of the Municipal Conflict of Interest Act;
  - b) The Commissioner shall not report to Council about whether, in his or her opinion, a Member has contravened this Code of Conduct or sections 5, 5.1 or 5.2 of the Municipal Conflict of Interest Act; and
  - c) Council shall not consider whether to impose any penalties on a Member.
- 8.4.5 The Clerk shall forward all complaints to the Integrity Commissioner. The Clerk shall also provide notice to Council by way of confidential internal communication that a complaint has been filed, but no details of the complaint shall be provided other than the fact that a complaint has been received, and whether it is a complaint under this Code of Conduct, the *Municipal Conflict of Interest Act* or other policy.
- 8.4.6 If the Integrity Commissioner is of the opinion that the referral of a matter to him or her is frivolous, vexatious or not made in good faith, or that there are no grounds or insufficient grounds for an investigation, the Integrity Commissioner shall not conduct an investigation and, where this becomes apparent in the course of an investigation, shall terminate the investigation. The Integrity Commissioner shall communicate this position in writing to the complainant and the Member identified in the complaint.
- 8.4.7 Any person who has reasonable grounds to believe that a Member has breached this Code of Conduct may proceed with a complaint and request an investigation. Complaints must be submitted within ninety (90) days after the alleged violation occurred or the alleged violation came to the attention of the complainant. No complaint may be filed under any circumstances where the alleged violation occurred more than six (6) months prior to the complaint being filed.

## 8.5 Complaints Under the Municipal Conflict of Interest Act

- 8.5.1 Complaints under sections 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act* may only be submitted on or after March 1, 2019 by an elector as defined in section 1 of the *Municipal Conflict of Interest Act*, or a person demonstrably acting in the public interest, by filing the complaint with the Clerk the prescribed form.

- 8.5.2 No complaint under section 8.5.1 may be submitted more than six (6) weeks after the complainant became aware of the alleged contravention.
- 8.5.3 A complaint under sections 5, 5.1 or 5.2 of the Municipal Conflict of Interest Act may only be submitted in accordance with this section and section 8.4 above.
- 8.5.4 In the event that a complainant becomes aware of the alleged contravention within the period of time starting six (6) weeks before nomination day in an election year, the complainant may submit a complaint within six (6) weeks after the day after voting day, provided that the complainant includes in their written request for an investigation a statutory declaration attesting to the fact that the complainant became aware of the contravention not more than six (6) weeks before the date of the request, or in the case where a complainant became aware of the alleged contravention prior to nomination day, a declaration that the facts were not known to the complainant more than six (6) weeks prior to nomination day.
- 8.5.5 Where an investigation has not been completed before nomination day in an election year, the Integrity Commissioner shall terminate the investigation on that day.
- 8.5.6 An investigation terminated pursuant to subsection 8.5.5 shall not be recommenced unless the person who made the request, or the Member whose conduct is at issue, applies in writing to the Integrity Commissioner to re-commence the investigation within six (6) weeks after voting day.
- 8.5.7 The Integrity Commissioner shall complete the investigation within 90 days of receipt of the complaint, unless the investigation is terminated in accordance with subsection 8.5.5.
- 8.5.8 The Integrity Commissioner may, after completing an investigation, apply to a judge in accordance with the *Municipal Conflict of Interest Act* for a determination under the Act. Prior to making an application to court, the Integrity Commissioner shall present to Council a request to make the application and allow Council to provide recommendations to the Integrity Commissioner as to whether such an application should be made. The Integrity Commissioner is not bound by the advice or recommendation of Council and shall refer the matter to a judge in his or her sole discretion.

## **8.6 Complaints Outside Integrity Commissioner Jurisdiction**

If the complaint is not, on its face, a complaint with respect to non-compliance with this Code of Conduct or the *Municipal Conflict of Interest Act* or the complaint is covered by other legislation or complaint procedure under another policy, the Integrity Commissioner shall refer the complaint to the appropriate entity for investigation, advise the complainant in writing, suspend the investigation until after the matter has been finally disposed of, and report the suspension of the investigation to Council.

## **8.7 Opportunities for Resolution**

Following receipt and review of a formal complaint, or at any time during the investigation, where the Integrity Commissioner believes that an opportunity to resolve the matter may be successfully pursued, and both the complainant and the Member agree, efforts may be pursued as per Section 8.3 to achieve an informal resolution at the discretion of the Integrity Commissioner.



## 8.8 Investigation

- 8.8.1 If a complaint has been identified as being within the Integrity Commissioner's jurisdiction and not rejected in accordance with this Code or the Municipal Conflict of Interest Act, the Integrity Commissioner shall commence an investigation.
- 8.8.2 The Clerk shall inform Council of the Integrity Commissioner's decision to investigate.
- 8.8.3 The Integrity Commissioner shall provide a copy of the complaint and any supporting materials to the Member whose conduct is in question with a request that any response to the allegation(s) be provided in writing to the Integrity Commissioner within ten (10) days.
- 8.8.4 The Integrity Commissioner shall provide a copy of any response from the Member to the complainant with a request for any response to be provided in writing to the Integrity Commissioner within ten (10) days.
- 8.8.5 The Integrity Commissioner shall provide a copy of any response provided by the complainant to the Member with a request for any response to be provided in writing to the Integrity Commissioner within ten (10) days.
- 8.8.6 If necessary, after reviewing the submitted materials, the Integrity Commissioner may speak to anyone, access and examine any other documents or electronic materials and may enter any Municipal work location relevant to the complaint for the purpose of investigation and potential resolution and exercise all powers granted by the Municipal *Act* for this purpose.
- 8.8.7 The Integrity Commissioner may make interim reports to Council where necessary and as required to address any instances of interference, obstruction, delay or retaliation encountered during the investigation.
- 8.8.8 Reasonable extensions to the above time lines may be granted by the Integrity Commissioner.

## 8.9 Final Report

- a) The Integrity Commissioner shall report to Council, the Complainant and the Member generally no later than 90 days after the official receipt of the complaint (including a complaint under the *Municipal Conflict of Interest Act*). If the investigation process takes more than 90 days, the Integrity Commissioner shall provide an interim report and must advise Council of the date the report will be available.
- b) If during the investigation process, the complaint is resolved, the Integrity Commissioner shall report to Council outlining the findings, the terms of any resolution and any recommended action within thirty (30) days.
- c) If the report of the Integrity Commissioner finds that a breach of the Code has occurred, the Integrity Commissioner shall report his or her findings to Council, including a recommendation as to the imposition of a penalty or sanction.
- d) If the report of the Integrity Commissioner finds that there has been no breach of the Code, or that a breach occurred, however, the Member took all reasonable measures to prevent it, or the breach committed was trivial or committed through inadvertence or an error of judgement made in good faith, the Integrity Commissioner shall set this out in a report to Council, the Member involved and to the complainant.

- e) Where a Member has sought and followed advice from the Integrity Commissioner and is subsequently the subject of a complaint, the Integrity Commissioner may refer to the earlier advice and, provided that the facts as set out in the earlier advice are still applicable, determine in a summary manner that there has been no breach of this Code of Conduct or the *Municipal Conflict of Interest Act*.
- f) Council shall consider the report of the Integrity Commissioner within thirty (30) days of it being received by the Clerk and shall take action it considers appropriate with regard to the recommendations of the Integrity Commissioner.

#### **8.10 Confidentiality of Complaint Documents**

- a) The Integrity Commissioner and every person acting under his or her jurisdiction shall preserve confidentiality where appropriate and where this does not interfere with the course of any investigation, except as required by law and as required by this complaint protocol.
- b) The Integrity Commissioner shall retain all records related to the complaint and investigation.
- c) The Clerk shall ensure confidentiality is maintained during and after the Integrity Commissioner's investigation, with the limited exception of the Integrity Commissioner's Report, which shall be made public as directed by Council.

#### **8.11 Enforcement and Sanctions**

8.11.1 Every Member shall comply with this Code of Conduct and sections 5. 5.1 and 5.2 the *Municipal Conflict of Interest Act* . Breaches may be investigated by the Integrity Commissioner in accordance with this Code, the *Municipal Act* and the *Municipal Conflict of Interest Act*, and Council shall determine whether to impose any penalty or sanction on a Member found to have breached any provision of this Code of Conduct or sections 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*.

8.11.2 Every Member shall cooperate with an investigation carried out by the Integrity Commissioner.

8.11.3 The *Municipal Act* authorizes Council to impose one or more of the penalties listed below, if so desired, on a Member that has contravened this Code of Conduct or sections 5. 5.1 or 5.2 of the *Municipal Conflict of Interest Act*:

- 1) A reprimand;
- 2) Suspension of the remuneration paid to the Member in respect of his or her services as a Member of Council or local board, as the case may be for a period of up to 90 days.

8.11.4 The Integrity Commissioner may also recommend that Council impose one of the following additional actions:

- a) Written or verbal public apology;
- b) Removal from membership of a Committee or Board.
- c) Removal as Chair of a Committee or Board.
- d) Ask the Member to repay or reimburse the compensation received.

- e) Ask the Member to return property or reimburse for the value of it.
- f) Any other fair and reasonable sanction given the circumstances.

8.12 Fees

8.12.1 Every complaint must be accompanied by the administrative prescribed fee in the amount of \$150.00.

8.12.2 In the event that the Integrity Commissioner determines that a complaint is frivolous, vexatious or does not disclose a breach of this Code of Conduct or the *Municipal Conflict of Interest Act*, at any point after the submission of the complaint, the complainant shall forfeit the fee. If the result of the complaint is a negotiated resolution or a finding that the Member breached this Code of Conduct or the *Municipal Conflict of Interest Act*, the fee shall be refunded based on the recommendation of the Integrity Commissioner.

9. Acknowledgement of Understanding and Compliance with this Code of Conduct

The undersigned Member of Council, Committee, and/or Board of the Municipality of MARKSTAY-WARREN hereby acknowledges receipt of a copy of the Council Code of Conduct By-law No. 2019-01 and agrees to abide by its contents. The Member also acknowledges this form will be kept on file with the Municipality of MARKSTAY-WARREN, and a copy of this signed form was retained by the Member themselves.

\_\_\_\_\_  
Printed Name of Member

\_\_\_\_\_  
Signature of Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Clerk or designate (as witness)

Code of Conduct Formal Complaint Form and Affidavit

Complainant Information		
Name:		
Mailing Address:		
City:	Province:	Postal Code:
Home Telephone:	Cell Number:	
Email address:		

Please note that it is an offence under the Criminal Code of Canada to knowingly swear/affirm a false affidavit.

I, \_\_\_\_\_ (full name) of the \_\_\_\_\_ (municipality of residence) in the Province of Ontario make oath and say (or affirm):

1. I have personal knowledge of the facts as set out in this affidavit. (insert reasons e.g. I work for... I attended a meeting at which ... etc.)

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2. I have reasonable and probable grounds to believe that: (specify name of Member)

\_\_\_\_\_ has contravened section \_\_\_\_\_ (specify section(s)) of the Code of Conduct for Members of Council. The particulars are as follows: (Please provide information such as date, time and location of conduct, names of all persons involved, including witnesses, and information as to how they can be reached. Attach additional pages if necessary.):

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3. This affidavit is made for the purpose of requesting that this matter be investigated and for no improper purpose.

SWORN (or AFFIRMED) before me at the (Town, Municipality, etc)

\_\_\_\_\_ in the Province of Ontario on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Signature (to be witnessed by Commissioner)

\_\_\_\_\_  
A Commissioner, etc.

Municipal Conflict of Interest Act Complaint Form and Affidavit

Complainant Information		
Name:		
Mailing Address:		
City:	Province:	Postal Code:
Home Telephone:	Cell Number:	
Email address:		

Please note that it is an offence under the Criminal Code of Canada to knowingly swear/affirm a false affidavit.

I, \_\_\_\_\_ (full name) of the \_\_\_\_\_ (municipality of residence) in the Province of Ontario make oath and say (or affirm):

1. I have personal knowledge of the facts as set out in this affidavit. (insert reasons e.g. I work for... I attended a meeting at which ... etc.)

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2. I have reasonable and probable grounds to believe that: (specify name of Member)

\_\_\_\_\_ (specify section(s)) of the *Municipal Conflict of Interest Act* -i.e. section 5, 5.1 and/or 5.2). The particulars are as follows: (Please provide information such as date, time and location of conduct, names of all persons involved, including witnesses, and information as to how they can be reached. Attach additional pages if necessary.):

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3. This affidavit is made for the purpose of requesting that this matter be investigated and for no improper purpose.

SWORN (or AFFIRMED) before me at the (Town, Municipality, etc.)

\_\_\_\_\_ in the Province of Ontario on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
Signature (to be witnessed by Commissioner)

\_\_\_\_\_  
 A Commissioner, etc.

**THE CORPORATION OF THE MUNICIPALITY OF MARKSTAY-WARREN**

**BY-LAW 2024-**

**Being a By-law Governing  
PROCUREMENT POLICIES AND PROCEDURES**

**WHEREAS** Section 271 of the *Municipal Act, 2001, as amended*, imposes upon municipalities the obligation to adopt policies with respect to the procurement of Goods and Services;

**AND WHEREAS** this By-law establishes the authority and sets out the methods by which Goods, Services or Construction will be purchased and disposed of for the purposes of the Municipality of Markstay-Warren subject to certain exceptions set out herein;

**NOW THEREFORE** the Council of the Corporation of the Municipality of Markstay-Warren enacts as follows:

**PART I. SHORT TITLE**

1. This By-Law may be cited as the “Purchasing By-Law”.

**PART II- PURPOSES, GOALS AND OBJECTIVES**

2. The purposes, goals and objectives of this By-law and of each of the methods of procurement authorized are:
  - a) To encourage competition among suppliers;
  - b) To maximize savings for taxpayers;
  - c) To ensure service and product delivery, quality, efficiency and effectiveness;
  - d) To ensure fairness among bidders;
  - e) To ensure openness, accountability and transparency while protecting the financial best interests of the Municipality of Markstay-Warren;
  - f) To have regard to the accessibility for persons with disabilities to the Goods, Services and Construction purchased by Municipality of Markstay-Warren;
  - g) To attempt to reduce the amount of solid waste requiring disposal through the purchase of environmentally responsible Goods and Services.

**PART III .DEFINITIONS AND SCHEDULES**

**DEFINITIONS:**

3.-(1) The words and phrases listed below when used In this By-law shall have the following meanings ascribed to them:

“**AGENT**” means the CAO and/or Treasurer as well as other authorized signatories of the Municipality of Markstay-Warren;

“**APPROVED INVOICE**” means an original suppliers invoice issued at the time of purchase of low dollar Goods or Services not exceeding \$499 and which bears both the signature of an appropriately authorized employee and appropriate account number(s);

“**AWARD**”, “**AWARDED**” and “**AWARDING**” mean authorization to proceed with the purchase of Goods, Services or Construction from a chosen supplier;

“**BID**” means an offer or submission from a supplier in response to a Bid Solicitation;

“**BID BOND**” means the form of security required by the terms and conditions of Bid Solicitation documentation to guarantee that the successful bidder enters into a Contract with the Municipality of Markstay-Warren, as required by Section 20 of this By-law;

“**BID SOLICITATION**” means a formal request for Bids that may be in the form of a Request for Tender or Request for Proposal;

“**BLANKET PURCHASE ORDER**” means a Contract between the Municipality of Markstay-Warren and a supplier for the supply of regularly ordered Goods or Services at specified unit prices with, where possible, maximum dollar limits, or discounts, but not specified quantities;

“**CHIEF ADMINISTRATIVE OFFICER**” means the Chief Administrative Officer of the Municipality of Markstay-Warren;

“**CONSTRUCTION**” means a construction, reconstruction, demolition, repair or renovation of a building, structure or other civil engineering or architectural work and includes site preparation, excavation, drilling, seismic investigation, soil investigation, the supply of products and materials and the supply of equipment and machinery if they are included in and incidental to the construction, and the installation and repair of fixtures of a building, structure or other civil engineering design or architectural work, but does not include professional services related to the construction contract unless they are included in the specifications for the procurement;

“**CONTRACT**” means any agreement, regardless of form or title, for the lease, purchase or disposal of Goods, Services or Construction authorized in accordance with this By-law;

“**COUNCIL**” means the Council of the Corporation of the Municipality of Markstay-Warren;

“**COUNCIL APPROVED BUDGETS**” means Council approved department budgets including authorized revisions, or where applicable, Council approved budgets of local boards or utilities to which this By-law applies;

“**DEPARTMENT**” means an organizational unit of the Municipality of Markstay-Warren headed by a Department Head/Manager;

**“DIRECTOR OF HUMAN RESOURCES”** shall mean the CAO/Clerk of the Municipality of Markstay-Warren;

**“DIRECTOR OF LEGAL SERVICES”** shall mean the CAO/Clerk of the Municipality of Markstay-Warren;

**“ELECTRONIC ADVERTISING”** means the use of a computer based system directly accessible by suppliers irrespective of their location that provides suppliers with information related to Bid Solicitations;

**“EMERGENCY”** means a situation, or the threat of an impending situation, which may affect the environment, the life, safety, health and/or welfare of the general public, or the property of the residents of the Municipality of Markstay-Warren, or to prevent serious damage, disruption of work, or to restore or to maintain essential service to a minimum level;

**“FAIR MARKET VALUE”** means the price that would be agreed to in an open and unrestricted market between knowledgeable and willing parties dealing at arms-length where fully informed and not under any compulsion to transact;

**“FINANCING LEASE POLICY”** means the policy passed by Council under the authority of the Municipal Act, 2001, S.O. c.25, section 110, as amended;

**“DEPARTMENT HEAD/ MANAGER”** means the person appointed by Council to be responsible for the operation of a Department and/or their designate and includes the person appointed to the position of Chief Administrative Officer;

**“GOODS”** means moveable property including,

- (a) the cost of installing, operating, maintaining or manufacturing such moveable property;
- (b) raw materials, products, equipment and other physical objects of every kind and description;

**“IN HOUSE BID”** means a Bid made by a Department and authorized by the Department Head of that Department, submitted in response to a Bid Solicitation, where the provision of the Goods, Services or Construction will be provided entirely by the employees of the Municipality of Markstay-Warren;

**“LOWEST COMPLIANT BID”** means the Bid that would provide the Municipality of Markstay-Warren with the desired Goods, Services or Construction at the lowest Total Acquisition Cost, meets all the specifications and contains no irregularities requiring automatic rejection;

**“PROFESSIONAL SERVICES”** mean persons having a specialized knowledge or skill for a defined Service requirement including,

- (a) architects, engineers, designers, management and financial consultants; and
- (b) firms or individuals having specialized competence in environmental, planning or other disciplines;

**“PROPOSAL”** means an offer submitted in response to a Request for Proposal, acceptance of which may be subject to further negotiation;



**“PURCHASE ORDER”** means a Contract between the Municipality of Markstay-Warren and a supplier to supply a specific quantity of Goods or specific set of Services or specific type of Construction defined by such things as time period, location(s) and price;

**“REQUEST FOR PROPOSAL”** means a Bid Solicitation that is used to acquire Goods, Services or Construction, the suitability of which is dependant upon non-price factors and which may result in further negotiation between the parties;

**“RISK MANAGEMENT/ INSURANCE OFFICER”** shall mean the Risk Management/ Insurance Officer (CAO/Clerk and/or Treasurer) of the Municipality of Markstay-Warren;

**“SERVICES”** includes all professional and consulting services, all services in relation to real property or personal property including without limiting the foregoing the delivery, installation, construction, maintenance, repair, restoration, demolition or removal of personal property and real property and all other services of any nature and kind save and except only services to be delivered by an officer or employee of the Municipality of Markstay-Warren in accordance with terms of employment;

**“TENDER”** means a publicly advertised Bid Solicitation;

**“TOTAL ACQUISITION COST”** means an evaluation of quality and service in the assessment of a Bid and the sum of all costs including purchase price, all taxes, warranties, local service costs, life cycle costs, time of completion or delivery, inventory carrying costs, operating and disposal costs for determining the Lowest Compliant Bid;

**“TREASURER”** means the Treasurer of the Municipality of Markstay-Warren.

### **SCHEDULES:**

3.-(2) Schedules A, B and C attached hereto form part of this By-law.

Schedule “A” .....list of Exempt Purchases of Goods & Services

Schedule “B” .....chart of Purchasing Procedures

Schedule “C” .....chart of Response Procedures to Tender Irregularities

## **PART IV .GENERAL PROCUREMENT POLICY**

## **APPLICATION**

4.-(1) The procedures in this By-law shall be followed to Award a Contract or to recommend to Council that a Contract be Awarded.

(2) Subject to section 27 and section 4(3), a Manager may purchase or contract for the Goods and Services listed in Schedule "A" to this By-law without following the procedures set out herein.

(3) The procurement of legal services shall be contracted for by the CAO/Clerk and/or the Treasurer.

(4) The purchase of Goods and Services listed in Schedule "A" to this By-law may be made provided that sufficient funds are available and identified in appropriate accounts within Council approved budgets.

(5) The following local boards and corporations are bound by this By-law and this By-law shall apply with necessary modification to such local boards and corporations:

Markstay-Warren Public Library Board



(6) For all purposes of this By-law and this Section, all references to Council shall mean the governing body of each of the following local boards and corporations:

Markstay-Warren Public Library Board



(7) For all purposes of this By-law and this Section, all references to the Chief Administrative Officer and Department Heads of the Municipality shall mean the following persons associated with the relevant local board and corporation:

Markstay-Warren Public Library Board: CAO/Chief Librarian

## **RESTRICTIONS**

5.-(1) No Contract for Goods, Services or Construction may be divided into two or more parts to avoid the application of the provisions of this By-law.

(2) No Contract for Services shall be awarded where the services would result in the establishment of an employee .employer relationship.

(3) No employee shall purchase, on behalf of the Municipality of Markstay-Warren, any Goods, Services or Construction, except in accordance with this By-law,

(4) Where an employee involved in the Award of any Contract, either on his or her own

behalf or while acting for, by, with or through another person, has any pecuniary interest, direct or indirect, in the Contract, the employee,

- (a) shall immediately disclose the interest to the CAO/Clerk and the Department Head involved in the Award of the Contract and shall describe the general nature thereof;
- (b) shall not take part in the Award of the Contract; and
- (c) shall not attempt in any way to influence the Award of the Contract,

(5) An employee has an indirect pecuniary interest in any Contract in which the Municipality of Markstay-Warren is concerned, if,

- (a) the employee or his or her spouse or same-sex partner
  - (i) is a shareholder in, or a director or senior officer of a corporation that does not offer its securities to the public that has a pecuniary interest in the Contract,
  - (ii) has a controlling interest in or is a director or senior officer of a corporation that offers its securities to the public that has a pecuniary interest in the Contract, or
  - (iii) is a member of an incorporated association or partnership, that has a pecuniary interest in the matter; or
- (b) the employee or his or her spouse or same-sex partner is in the employment of a person, unincorporated association or partnership that has a pecuniary interest in the Contract.

(6) Every member of Council and every employee of the Corporation of the Municipality of Markstay-Warren are hereby expressly prohibited from accepting directly or indirectly any rebate, money, or gift, other than items of small intrinsic value, except where same is given for the use and benefit of the Corporation. The frequency and nature of gifts or hospitality accepted is not allowed if the recipient might be deemed by others to have been influenced in making a business decision as a consequence of accepting such hospitality or gifts.

(7) All Council members shall conduct themselves in accordance with the *Municipal Conflict of Interest Act*, R.S.O. 1990, c. M.50, as amended.

### **TOTAL ACQUISITION COST**

6. Where this By-law prescribes dollar limits, the Contract amount shall be the estimated Total Acquisition Cost less any rebates.

### **PRESCRIBED COUNCIL APPROVAL**

7. Despite any other provisions of this By-law, the following Contracts are subject to Council approval:

- (a) any Contract requiring approval from the Ontario Municipal Board;
- (b) any Contract where the Total Acquisition Cost is greater than the Council Approved Budget;
- (c) any Contract where an irregularity precludes the Award of a Contract to the supplier submitting the lowest bid;
- (d) any Contract where a Good, Service or Construction is available from only one source of supply and the Total Acquisition Cost of such Good, Service or Construction exceeds \$; or where a Bid Solicitation has been restricted to a single source of supply because standardization or compatibility is the overriding consideration;
- (e) any Contract where the Request for Proposal method of purchase of Goods, Services or Construction is being used and the estimated value of the Goods, Services or Construction exceeds \$;
- (f) when any Contract is required in accordance with the Municipality of Markstay-Warren's Financing Lease Policy.

## **RESPONSIBILITIES AND AUTHORITIES**

8. Department Heads shall be responsible for and shall have authority for all procurement activity and decisions within their Departments and may delegate their authority, where appropriate.

## **NOTIFICATION OF PROCUREMENT OPPORTUNITIES**

9.- (1) Notification of procurement opportunities for Goods, Services or Construction exceeding a Total Acquisition Cost of \$ shall be **made by Electronic Advertising on the Municipal web site , MERX and Bidingo.**

(2) Notification of procurement opportunities for Goods, Services or Construction may be supplemented by other means of notification where appropriate.

(3) Invitation to bid may be done by way of verbal, e-mail, mail or facsimile by directing a proponent to the advertised request for bid on the website.

## **PART V - PROCUREMENT PROCEDURES**

### **PURCHASING PROCEDURES**

10.-(1) The Agent shall establish purchasing procedures consistent with the Purposes, Goals and Objectives set out in this By-law relating to:

- (a) the form, content and use of forms, whether electronic or printed, including requisitions,

purchase orders, bonds, letters of credit and other forms of guarantee or surety, tender, proposal and other contract documents;

(b) the identification of those Goods, Services or Construction which, are more effectively acquired through cooperative purchasing;

(c) the process to be followed in the issuing, receipt and evaluation of Tenders and Requests for Proposals including the option of submitting documentation, payment or signature by electronic means pursuant to the *Electronic Commerce Act*, SO. 2000, c.1 7, as amended;

(d) any other aspect of process or procedure not specifically provided for in this By-law.

(2) Where, in the opinion of the Agent, circumstances giving rise to an issue of adherence or non-adherence to the requirements of this By-law which cannot be resolved to the satisfaction of the Agent, the Agent shall advise the Council who shall have the authority to determine the appropriate action.

## **PURCHASE ORDERS**

11. The Agent is responsible for the Purchase Order program.

## **BLANKET PURCHASE ORDERS**

12.-(1) A Blanket Purchase Order may be used where:

(a) one or more Departments repetitively order the same Goods, Services or Construction and the actual demand is not known in advance; or

(b) a need is anticipated for a range of Goods, Services or Construction for a specific purpose and for which convenience and location are major factors but the actual demand is not known at the outset.

(2) The Agent shall establish and maintain Blanket Purchase Orders.

(3) To establish prices and select sources, the Agent shall employ the provisions contained in this by-law for the acquisition of Goods, Services or Construction.

(4) More than one supplier may be selected where it is in the best interests of the Municipality of Markstay-Warren and the Bid Solicitation allows for more than one.

(5) The expected quantity of the specified Goods, Services or Construction to be purchased over the time period of the agreement will be as accurate an estimate as practical and be based, to the greatest extent possible, on previous usage adjusted for any known factors.

## **REQUEST FOR EXPRESSIONS OF INTEREST**

13. A Department Head or the Agent may conduct a request for expression of interest for the purposes of determining the availability of suppliers of any Goods, Services or Construction and for the purposes of keeping a list of available suppliers.

## **PURCHASING METHODS**

14. The purchasing methods for the purchase of Goods, Services or Construction are listed in Schedule "B".

### **PURCHASES NOT EXCEEDING FIVE HUNDRED (\$500) DOLLARS**

15.- (1) The Treasurer/Director of Finance shall have authority to establish petty cash funds in such an amount to meet the requirements of a Department for the acquisition of Goods, Services or Construction having an individual Total Acquisition Cost of \$500 or less.

(2) Purchases made pursuant to this Section shall be made from the competitive market place wherever possible and may be made by using an Approved Invoice, Petty Cash, or a Purchase Order, subject to Section 27.

(3) All petty cash fund disbursements shall be evidenced by vouchers and shall be available for auditing purposes through the Treasurer.

### **PURCHASES BETWEEN FIVE HUNDRED (\$500) DOLLARS AND DOLLARS**

16.- (1) Purchasing requirements for Goods, Services or Construction having an estimated Total Acquisition Cost between \$500 and may be made by using a Purchase Order, subject to Section 27.

(2) In appropriate circumstances, the Request for Proposal or the Request for Tender processes may be utilized for the purchase of Goods, Services or Construction in this Total Acquisition Cost range.

(3) The procedure used to purchase the Goods, Services or Construction In this Total Acquisition Cost range shall demonstrate that Fair Market Value was achieved.

### **PURCHASES EXCEEDING DOLLARS**

#### **REQUEST FOR TENDER**

17.-(1) A Request for Tender shall be used for purchases exceeding where all of the following criteria apply:

- (a) two or more sources are considered capable of supplying the requirement;
- (b) the requirement is adequately defined to permit the evaluation of tenders against clearly stated criteria; and
- (c) it is intended that the Lowest Compliant Bid will be accepted without negotiations.

(2) The Department Head in charge of the Bid Solicitation or the Agent, on behalf of such Department Head, may Award Contracts emanating from a Request for Tender provided that

(a) the Award is to the Lowest Compliant Bidder;

(b) sufficient funds are available and identified in appropriate accounts within Council Approved Budgets; and

(c) the provisions of this By-law are complied with.

(3) The Department Head or Agent shall follow the provisions of Section 27 regarding the form of contract required to complete the purchase.

### **REQUEST FOR PROPOSAL**

18.-(1) A Request for Proposal shall be used where one or more of the criteria for issuing a Request for Tender cannot be met such as:

(a) owing to the nature of the requirement, suppliers are invited to propose a solution to a problem, requirement or objective and the selection of the supplier is based on the effectiveness of the proposed solution rather than on price alone;

or.

(b) it is expected that negotiations with one or more bidders may be required with respect to any aspect of the requirement.

(2) Where the Contract price is anticipated to be or greater and the Request for Proposal method of procurement is utilized, the Agent shall be a member of the committee formed to evaluate the response to the Request for Proposal.

(3) Every Request for Proposal shall contain an evaluation grid.

(4) The Agent shall maintain a list of suggested evaluation criteria for assistance in formulating an evaluation grid, which criteria may include, but are not limited to, factors such as approach, equipment and facilities, experience and qualifications, methodology, past performance and scheduling, price and strategy.

(5) The Department Head in charge of the particular Bid Solicitation or the Agent, on behalf of such Department Head, may Award Contracts emanating from a Request for Proposal provided that:

(a) the estimated Total Acquisition Cost of the Goods, Services or Construction does not exceed

(b) the Award is to be made to the supplier meeting all mandatory requirements and determined, by reference to an evaluation grid, as providing best value;

(c) sufficient funds are available and identified in appropriate accounts within Council

Approved Budgets; and

(d) the provisions of this By-law are complied with.

(6) The Department Head and Agent shall follow the provisions of Section 27 regarding the form of contract required to complete the purchase.

### **IN HOUSE BIDS**

**19**, In House Bids may be used for the procurement of Goods, Services or Construction in the following circumstances:

i) where the Chief Administrative Officer considers it appropriate to do so.

2) Where the municipal staff / departments have capacity to do so,

3) Where cost efficiencies may be realized.

4) Where undertaking of a project could expand the capabilities of the municipality.

The evaluation of the bids would then be carried out by the CAO and/or council.

### **GUARANTEE OF CONTRACT EXECUTION AND PERFORMANCE**

**20.**-(1) The Agent may require that a Bid be accompanied by a Bid Bond or other similar security to guarantee entry into a Contract. Unless otherwise specified, in circumstances where a Bid Bond or other security is required, the refundable deposit requirements for Requests for Tenders and Requests for Proposals shall be as follows:

<b>ESTIMATED TOTAL ACQUISITION COST</b>	<b>MINIMUM DEPOSIT REQUIRED</b>
<b>or less</b>	<b>5%</b>
<b>Greater than \$</b>	<b>10%</b>

(2) Prior to the commencement of the work, the successful bidder may be required to provide the following security in addition to the security referred to in Subsection 20.-(1):

- (a) a performance bond to guarantee the performance of a Contract, and
- (b) a payment bond to guarantee the payment for labour and materials to be supplied in connection with a Contract.

(3) The Agent shall select the appropriate means to guarantee execution and performance of the Contract. Means may include one or more of, but not limited to, certified cheque, bank draft, irrevocable letter of credit, money order and, where appropriate, a bid bond issued by an approved guarantee company properly licensed in the province of Ontario, on bond forms acceptable to the Municipality of Markstay-Warren.

(4) Prior to the commencement of work, evidence of insurance coverage satisfactory to



the Risk Management/Insurance Officer must be obtained, ensuring indemnification of the Municipality of Markstay-Warren from any and all claims, demands, losses, costs or damages resulting from the performance of a Bidder's obligations under the Contract and from any other risk determined by the Risk Management/Insurance Officer as requiring coverage.

(5) Prior to payment to a supplier, a Certificate of Clearance from the Workplace Safety and Insurance Board shall be obtained ensuring all premiums or levies have been paid to the Workplace Safety and Insurance Board to the date of payment.

### **CONTRACT WITHOUT BUDGETARY APPROPRIATION**

21. Where a requirement exists to Initiate a project for which Goods, Services or Construction are required and funds are not contained within the Council Approved Budget to meet the proposed expenditure, the Department Head shall, prior to commencement of the purchasing process, submit a report to Council containing:

- (a) information surrounding the requirement to contract;
- (b) the terms of reference to be provided in the Contract;
- (c) information on the availability of the funds within existing estimates, which were originally approved by Council for other purposes, or on the requirement of additional funds.

### **BIDS IN EXCESS OF PROJECT ESTIMATES**

22.- (1) Where Bids are received in response to a Bid Solicitation but exceed project estimates, the Department Head in charge of the Bid Solicitation and the Agent, jointly, may enter into negotiations with the Lowest Compliant Bidder to achieve an acceptable Bid within the project estimate.

(2) Negotiations shall be conducted in accordance with the guidelines established by the Canadian Construction Documents Committee.

### **EMERGENCY PURCHASES**

23.-(1) Where an Emergency exists requiring the immediate procurement of Goods, Services or Construction, a Department Head or the Agent may purchase the required Goods, Services or Construction by the most expedient and economical means, notwithstanding any other provision of this By-Law. As soon as practicable thereafter, the Agent shall comply with Section 27 of this By-law.

(2) For all Emergency purchases made by a Department Head, the Department Head shall as soon after the purchase as reasonably possible, notify the Agent with a written report detailing the circumstances of the Emergency. A report to Council shall be made by the Department Head and the Agent in all circumstances where the Emergency purchase exceeds \$.

### **COOPERATIVE PURCHASING**



**24.**-(1) The Municipality of Markstay-Warren may participate with other government agencies or public authorities in cooperative purchasing where it is in the best interests of the Municipality of Markstay-Warren to do so and where the purposes, goals and objectives of this By-law are complied with by such government agencies and public authorities.

(2) The policies of the government agencies or public authorities calling the cooperative Bid Solicitation are to be the accepted policy for that particular purchase.

### **IDENTICAL TENDERS**

**25.**-(1) If the Lowest Compliant Bids from two or more bidders are identical in Total Acquisition Cost or unit price, the Agent, with the consent of the Department Head in charge of the Bid Solicitation, is authorized to enter into negotiations with the bidders who have submitted the identical prices in an attempt to obtain a lesser price and shall maintain a record in respect of such negotiations.

(2) The Agent shall not reveal information pertaining to such negotiations or the manner in which the final price was determined to any of the bidders concerned. The Agent shall include as part of the record, a report concerning the results of such negotiations.

(3) When negotiations are not successful in breaking the identical tenders, an evaluation will consider other aspects of the tender such as capacity, customer satisfaction ratings, history, etc.

### **BID IRREGULARITIES**

**26.** The process for administering irregularities contained in Bids pertaining to all Contracts shall be as set out in Schedule "C". For an irregularity listed in the second column of Schedule "C", the applicable response is set out opposite to the irregularity in the third column of Schedule "C".

### **CONTRACTUAL AGREEMENT**

**27.**- (1) The Award of Contract over shall be made by way of an agreement, or as a Purchase Order.

(2) A Purchase Order is to be used when the resulting Contract requires only the Municipality of Markstay-Warren standard contractual terms and conditions.

(3) A formal agreement is to be used when the resulting Contract is complex and will contain terms and conditions other than the Municipality of Markstay-Warren's standard contractual terms and conditions.



(4) It shall be the responsibility of the Department Head in charge of the particular Bid Solicitation, with the Agent, to determine if it is in the best interests of the Municipality of Markstay-Warren to establish a formal agreement with the supplier.

(5) Where it is determined that a formal agreement is required, the formal agreement shall be reviewed and approved for execution by the CAO/Clerk.

(6) Where a formal agreement is required, the Agent shall execute the agreement in the name of Municipality of Markstay-Warren.

(7) Where a formal agreement is issued, the Agent or Department Head may issue a Purchase Order incorporating the formal agreement.

(8) Where a formal agreement is not required, the Agent or Department Head shall issue and execute a Purchase Order incorporating the relevant terms and conditions.

## **SURPLUS AND OBSOLETE GOODS**

28.-(1) The Agent or Department Head must dispose of all Goods for which a Department no longer has use through GovDeals.

(2) No Council Member or employee shall be permitted to receive surplus or obsolete Goods except by purchase through GovDeals.

## **PART VI- OTHER**

### **ACCESS TO INFORMATION**

29. The disclosure of information received relevant to the issue of Bid Solicitations or the Award of Contracts emanating from Bid Solicitations shall be in accordance with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, as amended.

### **BY-LAW REVIEW**

30. This By-law shall be reviewed by Council every five years and at such time major revisions are made.

(2) The review shall determine how effective this By-law has been in achieving the objectives set out in the Section entitled "**PART II- PURPOSES, GOALS AND OBJECTIVES**" of the By-law as well as the requirements of the *Municipal Act, 2001*, as amended.

### **EFFECTIVE DATE**

31. This By-law shall come into force and take effect on the 1<sup>st</sup> day of **September, 2024**.

**REPEAL**

32. Any previous by-laws inconsistent with this present by-law.

READ A FIRST, AND SECOND TIME	)	
	)	
	)	_____
	)	Mayor
THIS ___ DAY OF _____, 2004	)	
	)	_____
	)	Clerk

READ A THIRD TIME AND	)	
	)	
FINALLY PASSED AS SUCH	)	_____
	)	Mayor
THIS ___ DAY OF _____, 2024	)	
	)	_____
	)	Clerk

**REPLACE THIS SCHEDULE A WITH THE NEW ONE ATTACHED**

**SCHEDULE "A"**  
**to**  
***By-Law 20024 of the Municipality of Markstay-Warren***

The purchasing methods described in this by-law do not apply to the following Goods and Services:

**1. Training and Education**

- (1) Registration and Tuition fees for conferences, conventions, courses and seminars
- (2) Magazines, books and periodicals unless the purchase of such magazines books and periodicals are subject to value-added services
- (3) Memberships

**2. Refundable Employee, Councillor Expenses**

- (1) Advances
- (2) Meal Allowances
- (3) Travel and Entertainment
- (4) Miscellaneous Non-Travel

**3. Employers General Expenses**

- (1) Payroll Deductions Remittances
- (2) Medical
- (3) Licenses (Vehicle, Firearms, etc.)
- (4) Debenture Payments

- (5) Grants to Agencies
- (6) Damage Claims
- (7) Petty Cash Replenishment
- (8) Tax Remittances

**4. Professional and Special Services**

- (1) Committee Fees
- (2) Legal fees and other Professional Services related to litigation or legal matters
- (3) Witness fees
- (4) Contracts related to the provision of ‘controlled acts’ by persons governed by a health profession Act’, as those expressions are used in the *Regulated Health Professions Act*, S.O. 1991, c.1 8, as amended
- (5) Veterinary Expenses

**5. Utilities**

**6. Advertising**

Advertising services required by the Municipality on or in but not limited to radio, television, newspaper and magazines

**7. Recovery of Receivables**

Bailiffs or collection agencies, legal fees for collection of accounts receivables.

**REPLACE THIS SCHEDULE B WITH THE NEW ONE ATTACHED**

**SCHEDULE “B”**

to

***By-Law 2004-32 of the Municipality of Markstay-Warren***

Page 1 of 1

**PURCHASING METHODS**

<b>Procedure</b>	<b>Cost of Goods or Service</b>
<b>Approved Invoice</b> Or <b>Petty Cash</b> Or <b>Purchase Order (including Blanket Purchase Order)</b>	<b>\$499 or less (Section 15)</b>
<b>Agreement Purchase Order (including Blanket Purchase Order)</b> Or <b>Request for Proposal</b> Or <b>Request for Tender</b> Or <b>Bid Solicitations</b>	<b>\$500 to 10,000 (Section 16)</b>
<b>Agreement, Request for Tender</b> Or <b>Request for Proposal</b>	<b>\$10,000 or more (Sections 17 and 18)</b>

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**SCHEDULE "C"**  
**to**  
**By-Law 2004-32 of the Municipality of Markstay-Warren**

**Page 1 of 2**

	<b>IRREGULARITY</b>	<b>RESPONSE</b>
1.	Late Bids.	Automatic rejection and not opened or read publicly.
2.	Unsealed Envelopes.	Automatic rejection.
3.	Insufficient Financial Security (No Bid Security or agreement to bond or Insufficient Bid bond or agreement to bond).	Automatic rejection.
4.	Bids completed and/or signed in erasable medium	Automatic rejection.
5.	All required sections of Bid documents not completed.	Automatic rejection unless, in the consensual opinion of the Agent, Department Head in charge of the Bid Solicitation and the Director of Legal Services, or designate, the incomplete nature is trivial or insignificant.
6.	Qualified Bids (Bids qualified or restricted by an attached statement).	Automatic rejection unless, in the consensual opinion of the Agent, Department Head in charge of the Bid Solicitation and the Director of Legal Services, or designate, the qualification or restriction is trivial or not significant.
7.	Bids received on documents other than those provided or specified by the Municipality.	Automatic rejection.
8.	Bids containing Minor Obvious clerical Errors.	48 hours to correct and initial errors, by Bidder
9.	Failure to execute Agreement to Bond (Sureties consent) or Bonding company corporate seal or signature missing from Agreement to Bond.	Automatic rejection.
10	Failure to execute Bid Bond by	Automatic rejection.

	Bidder and Bonding company.	
11	Corporate seal of the Bidder and Bonding Company, Missing	48 hours to correct, by Bidder
12	<u>Documents- Execution</u> corporate seal <b>or</b> signature missing; signatory's authority to bind the corporation or signature missing	48 hours to rectify situation by Bidder

**SCHEDULE "C"**  
**to**  
***By-Law 2004-32 of the Municipality of Markstay-Warren***

Page 2 of 2

	IRREGULARITY	RESPONSE
13.	<u>Documents- Execution</u> Corporate seal <b>and</b> signature missing; signatory's authority to bind the corporation and signature missing.	Automatic rejection.
14.	Non Initialed changes to the Tender documents, other than unit prices, which are trivial or not significant;	48 hours to initial. The determination of what constitutes trivial or insignificant uninitialed changes shall be made in the consensual opinion of the Agent, Department Head in charge of the Bid Solicitation and the Director of Legal Services, or designate.
15.	unit prices in the Schedule of Prices which have been changed but not initialed and the contract totals are inconsistent with the price as changed;	Automatic rejection.
16.	Mathematical errors which are not consistent with unit prices.	48 hours to initial corrections made by the Bidder.
17.	Documents, in which all necessary Addenda, which have financial implication, have not been acknowledged.	Automatic rejection.
18.	Any other irregularities.	The Agent, Department Head in charge of the Bid Solicitation and the Director of Legal

		Services, or designate, acting in consensus shall have authority to waive other irregularities or grant 48 hours to initial such other irregularities, which they jointly consider to be minor.
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**BY-LAW 2024**

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PROPOSED SCHEDULE A

**SCHEDULE "A" EXEMPT PURCHASES**

The methods of procurement described in this By-law do not apply to the following items:

1. All payment and allowances as determined in the employee policy manual including but not limited to:
  - a. Training, Education and Professional Credentials/ Representation, Meetings, Conferences, Workshops / Travel Expenses
  - b. Cell phone allowance
  - c. Expense reimbursement
  - d. Clothing allowance
2. Employer's General Expenses
  - a. Payroll deductions remittances
  - b. Benefits
  - c. Licenses (vehicles, firearms, elevators, etc.)
  - d. Debenture payments
  - e. Grants to agencies
  - f. Damage claims
  - g. Tax remittances
3. Professional and Special Services
  - a. Legal fees and other professional services related to litigation or legal matters
  - b. Appraisal fees
  - c. Insurance Deductibles
  - d. Mandated Services
  - e. Mandated inspections
4. Utilities
  - a. Water and Sewer
  - b. Hydro
  - c. Heating Fuel
  - d. Telephone (excluding cellular)
5. Vehicle Equipment Fuel/ Gas
6. Lease, sale or purchase of Real Property
7. Freight
8. Purchases made through Local Authority Services (LAS) program under the Association of Municipalities of Ontario (AMO)

**Exempt Purchases are subject to budget limitations and any budget overages must be reported to council in a follow-up report completed by the Department Head or CAO.**



PROPOSED SCHEDULE B – this is the example from Municipality of St-Charles.  
We are proposing a similar format with the limit of \$30 000.

**SCHEDULE "C" - PROCUREMENT THRESHOLDS**

**Purchases are subject to budget limitations and any budget overages must be reported to council in a follow-up report completed by the Department Head or CAO**

<b>Purchase Threshold</b>	<b>Purchase Method</b>	<b>Method / Advertising</b>	<b>Approval</b>	<b>Agreement Method</b>
<b>Under \$1,000</b>	Direct Purchase	- No competitive process required  - Public Advertising not required	- Employee designated by Department Head - Department Head - Treasurer - CAO	- Departmental Credit Card  <b>OR</b> - On account with Purchase Order
<b>\$1,000 to \$10,000</b>	Low Value Purchase	- Competitive quotes at the Department Head's discretion (informal - verbal)  - Public Advertising not required	- Department Head - Treasurer  - CAO	- On account with Purchase Order  <b>OR</b> - Departmental Credit Card with Purchase Order
<b>\$10,000 to \$50,000</b>	Informal Request for Pricing	- Minimum of (2) two written quote to be obtained (via email or fax)  - Public advertising is discretionary	- Treasurer   - CAO	- On account with Purchase Order  <b>OR</b> - Agreement / Contract with Purchase Order - Report to council of approval
<b>Over \$50,000</b>	Request for Tender (RFT) Request for Proposal (RFP)	- Minimum of (2) two written quotes to be obtained (RF document to be prepared using the approved template or professionally prepared format, approved by Finance Department or CAO, tracked with RF# and issued)  - Public advertising is mandatory	- CAO if within Budget - Council if over or not in budget	On account with Purchase Order  <b>AND</b> - Agreement / Contract with Purchase Order - Report to council of approval if required
<b>EXTRAORDINARY CIRCUMSTANCE (EMERGENCY) PURCHASE:</b>				
<ul style="list-style-type: none"> <li>- No competitive process required, - Requires approvals in accordance with the limits stated above</li> <li>- Purchases exceeding the limits of the CAO and requires authorization of Council, the CAO shall have authority to approve such purchase and a follow-up report to council shall be completed.</li> </ul>				
<b>SINGLE SOURCE/SOLE SOURCE:</b>				
<ul style="list-style-type: none"> <li>- No competitive process required</li> <li>- Requires approvals in accordance with the limits stated above Documentation to be provided to explain the compliance with section 9 or 10 of this policy</li> </ul>				

PROPOSED SCHEDULE D

**SCHEDULE "D" - Credit Card Waiver Form**

**Policy Regarding Use of Municipality-Issued Credit Cards**

The Municipality will issue credit cards to certain employees for use in their jobs; this policy sets out the

acceptable and unacceptable uses of such credit cards. Use of Municipality-issued credit cards is a privilege, which the Municipality may withdraw in the event of serious or repeated abuse.

Any credit card the Municipality issues to an employee must be used for Municipal business purposes only, in conjunction with the employee's job duties. Employees shall not use the credit cards for any non-business, non-essential purpose, i.e., for any personal purchase or any other transaction that is not authorized or needed to carry out their duties. Employees must pay for personal purchases (i.e., transactions for the benefit of anyone or anything other than the Municipality) with their own funds or personal credit cards. Receipts from the purchase must be handed in to the finance department no later than 15 days of receiving the VISA Monthly Statement. If a receipt is not submitted or if the information on the receipt is not detailed enough to determine the validity of the purchase, it will be deemed as an employee personal purchase.

The Municipality will not regard expenses for one's own business-related use, such as lodging and meals while on Municipality-approved business trips, as personal purchases, as long as such expenses are consistent with the Municipality's travel and expense reimbursement policy.

If any employee uses a Municipal credit card for personal purchases or any other type of unauthorized transaction in violation of this policy or goes beyond the employee's authorization to make business-related purchases, the cost of such purchase(s) or transaction will be the financial responsibility of that employee, and the employee shall reimburse the Municipality either via deductions from pay until the unauthorized amount is fully repaid or direct reimbursement. Such deductions will be in the amount of the unauthorized purchase(s) and may not take the employee's pay below minimum wage for the pay period(s) in question; any balance remaining will be deducted in full from subsequent paychecks until the wage advance is fully repaid.

In addition to financial responsibility and liability for wage deductions, any purchases an employee makes with a Municipal credit card in violation of this policy will result in disciplinary action, including termination of employment, depending upon the severity and repeat nature of the offense.

If suspicious of a security breach, the card holder must change the security PIN of the credit card immediately and advise the Finance department at your earliest convenience. If the card is thought to be stolen, the card holder must inform the Finance department immediately.

Initial - - - - -

**Agreement for Wage Deductions Associated with Improper Use of Municipality-Issued Credit Cards**

I, \_\_\_\_\_ (name), hereby certify that I understand and agree to abide by the Municipality's policy regarding use of Municipality-issued credit cards, a copy of which I have received, and which has been explained to me. I agree that if I make any personal purchases or any purchase that I cannot justify with the proper receipt (i.e., transactions for the benefit of anyone or anything other than the Municipality) in violation of that policy, the amount of such purchases is an advance of future wages payable to me, that the Municipality may deduct that amount from my next paycheck, and that if there is a balance remaining after such deduction, the Municipality may deduct the balance of the wage advance from my future paychecks until the amount is repaid in full. I further agree that if I make any non-personal transactions in violation of the policy in question, i.e., incur financial liability on the Municipality's part that is not within the scope of my duties or my authorization to make business-related purchases, I am financially responsible for any such expenses and agree to reimburse the Municipality via wage deductions for such amounts until the unauthorized amounts are fully repaid. Such deductions will be in the amount of the unauthorized purchase(s).

\_\_\_\_\_

Signature of Employee

Date

\_\_\_\_\_  
Employee's Name - Printed

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Date

**THE CORPORATION OF THE MUNICIPALITY OF MARKSTAY-WARREN**

**BY-LAW 2024-XX**

**BEING A BY-LAW OF THE CORPORATION OF THE MUNICIPALITY OF  
MARKSTAY-WARREN FOR THE MAINTENANCE, MANAGEMENT REGULATION  
AND CONTROL  
OF THE ST-THOMAS CEMETERY, WARREN PUBLIC CEMETERY IN WARREN  
AND THE ST MARK CEMETERY IN MARKSTAY**

**WHEREAS** the Municipal Council of the Corporation of the Municipality of Markstay-Warren deems it necessary to pass a By-law to administer, regulate and govern the municipal cemeteries.

**AND WHEREAS** the Cemeteries Act, (Revised) R.S.O. 1990, Chapter C.4 and regulations thereto, came into force on the 1<sup>st</sup> day of April 1992.

**AND WHEREAS** it is desirable and expedient to make provisions for the care and control of the cemeteries.

**AND WHEREAS** no such By-law comes into force and takes effect until it is filed with, and approved by the Registrar appointed under the Cemeteries Act, (Revised) R.S.O. 1990, Chapter C.4;

**AND WHEREAS** Section 191 of the Municipal Act R.S.O. 1990 Chapter M.45 provides that the Council of every municipal corporation may pass By-laws providing for the use by the public of lands of which the Corporation is the owner and for the regulation of such use and the protection of such lands.

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE  
MUNICIPALITY OF MARKSTAY-WARREN HEREBY ENACTS AS FOLLOWS:**

## PREFACE

St-Mark Cemetery, Dunnet Twp, Con 3, Pt Lot 12, Plc. 47986 in the District of Sudbury.

St Thomas Cemetery, Dunnet Twp, Con 6, Lot 1, Inst 86282, Plan RCP 84S, Lot 5 in the District of Sudbury.

Warren Public Cemetery, Dunnet Twp, Con 6, Lot 2, Plan 84S, Part Lot 7, RP 53R13312, Part 1 in the District of Sudbury.

Pinehill Cemetery, Hagar Twp, Con 4, Part of Lot 14 Pcl 4571 in the District of Sudbury.

Royal Cemetery, Loughrin Twp, Con 2 Lot 1 Parcel 6841 in the District of Sudbury

The Municipal Council of the Corporation of the Municipality of Markstay-Warren, in discharge of their responsibilities, appeals to the public to aid them by following this By-law, which has been adopted for the improvement and upkeep of the cemeteries; to keep them becoming and respectful places for the burial of the dead.

It is our hope that by the cooperative effort we can keep the cemeteries attractive and peaceful.

### Definition

- 1) **“Administrator”** means the cemetery Administrator
- 2) **“Care and Maintenance Fund”** This is the trust fund in which all monies received by the Town for the care and maintenance of lots, plots and monuments have been invested.
- 3) **“Cemetery”** as per our By-law
- 4) **“Corner Posts”** means any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot or plot.
- 5) **“Current Expense Account”** means the account that has been set aside for maintenance of the cemetery and for services rendered in connection with its operation.
- 6) **“Interment Rights”** includes the right to require or direct the interment of human remains in a lot.
- 7) **“Interment Rights Certificates”** means the certificate issued by the Corporation of the Municipality of French River to the purchaser of interment rights in either a lot or a plot.



- 8) “**Lot**” means an area of land in a cemetery containing or set aside to contain human remains.
- 9) “**Marker**” means any memorial of granite, marble or bronze set flush with the surface of the ground.
- 10) “**Monument**” means any permanent memorial projecting above the ground level, and will be of granite, marble, or bronze only.
- 11) “**Ministry**” means the Ministry of Consumer and Commercial Relations for Ontario.
- 12) “**Municipal Council, “Council**” means the Municipal Council of the Corporation of the Municipality of Markstay-Warren.
- 13) “**Municipality, Corporation**” means the Corporation of the Municipality of Markstay-Warren as constituted by the Statutes of Ontario.
- 14) “**Plan**” means the plan of the cemetery, approved by the Ministry of Consumer and Commercial Relations of Ontario.
- 15) “**Price List**” means the list of fees and charges set out by the Municipality
- 16) “**Resident**” means a person residing in the municipality at the time of purchasing a lot or owning property in the Municipality of Markstay-Warren.
- 17) “**Treasurer**” means the Treasurer of the Corporation of the Municipality of Markstay-Warren.
- 18) “**Trust funds**” means those funds in which a trustee may invest, which are defined in the “Trustee Act”, R.S.O. 1990

## A) ADMINISTRATION

### General Information

- 1) The Municipal Council of the Corporation of the Municipality of Markstay-Warren reserves full and complete control and management of the land, buildings, plants, roads, utilities, books and records of the cemetery and complete authority to administer this By-law.
- 2) The Municipal Council shall appoint a cemetery Administrator. No interment or removal of bodies or cremated remains will take place without notice to the administrator, and he or she will see that a proper Burial Permit or other certificate required by law is furnished to him/her in each instance.

- 3) The Cemetery Administrator and /or his assistants shall:
- a) observe and carry out all of the provisions of this By-law, the Cemeteries Act (Revised), and regulations made under the Act.
  - b) make, open and close all graves in the cemetery which may be required to be opened or closed and allow no other person to do so, except upon the express direction of Council.
  - c) attend all interments held in the cemetery and fill in all graves immediately after interments.
  - d) attend the regular and proper maintenance of the cemetery.
  - e) the Administrator, may, in writing, delegate any responsibilities or duties to other cemetery staff.

### **Hours of Operation**

- a) The Cemeteries shall be open daily from sunrise to sunset during burial season
- b) The burial season shall be from May 15 to November 15 as weather permits, Monday to Saturday excluding Statutory Holidays.

### **B) SALE AND TRANSFER OF INTERMENT RIGHTS**

1. No person will sell interment rights unless that person does so on behalf of the Municipality.
2. Interment rights in lots and plots may be purchased from the Municipality at the rates files with the Ministry and according to the plans approved by the Ministry of Consumer and Commercial Relations for Ontario that are on file in the Municipal Office. The prices for interment rights include the applicable portion for deposit to the Cemeteries Care and Maintenance Fund. (See Schedule C)
3. The deposit to the Care and Maintenance Fund will be as specified in the regulation made under the Cemeteries Act; R.S.O. 1990 and that came into effect April 1<sup>st</sup>, 1992.
  1. In the case of an in-ground grave for the burial of an adult **and/or Cremated Remains** the greater of 40% of the selling price or \$250.00 (\$282.50 with G.S.T.)

### **At the discretion of the Cemetery Administrator**

4. Payments for interment rights will be made at the Municipal Office.
5. The Municipality will provide each Rights Holder at the time of sale with:
  - a) A copy of the By-Law.
  - b) Upon payment in full, a Certificate of Interment Rights.
6. Interment Rights for lots will be sold in rotation. Special selection can be permitted.
7. Purchasers of Interment Rights acquire only the right and privilege to inter any human remains and erecting monuments or placing markers, subject to the Cemetery By-Laws from time to time in force and approved by the ministry of Consumer and Commercial Relations.
8. To ensure the correctness of records of ownership and interments, no transfer of any interment rights or any interest therein will be binding upon the Municipality until notice is given in writing to the Cemetery Administrator of the Municipality specifying the name and address of the proposed transferee and date of transfer, and such particulars have been entered in a register for that purpose. Upon receipt of such notice, the transfer will be made.
9. In cases of transmission of ownership by will or bequest of interment rights, the Municipality reserves the right to require the production of a notary's copy of the will or other evidence to prove ownership. The Municipality recommends Rights Holders to bequeath them and to mention the lot number in their will.
10. An interment rights holder may require, by written demand, the Cemetery to repurchase the rights at any time before they are used. The Cemetery will repurchase the Rights within thirty days from the date the request was received. The Cemetery is not required to Repurchase Interment Rights in a plot in which any interment rights have been exercised.
11. The repurchase price of interment rights will be the amount paid by the purchaser for the rights **less** the amount paid by the Cemetery owner to the Care and Maintenance Fund. This also applies to all purchases or contracts that were made before this Act came into being.
12. If the original selling price is unknown, the repurchase price will be deemed to be \$50.00 according to the Cemeteries Act. R.S.O. 1990.
13. In accordance with the Cemeteries Act, R.S.O. 1990, the Municipality is not required to repurchase the interment rights for more than four lots held by the same interment right holder, in a twelve-month period.
14. The Municipality after receiving such a demand, will repurchase the interment rights within thirty days after receiving the demand.

15. **NO REFUND** will be made for any lot if any interment rights have been exercised.
16. If any interment rights have not been used after a 20-year period has passed, they may be considered abandoned. The cemetery may apply to the Registrar for a declaration that the interment rights are abandoned after making inquiries and giving reasonable notices to find the interment rights holders or beneficiaries. Upon being satisfied that the rights are abandoned, the Registrar will issue a declaration to that effect. If there is not an appeal by the end of the time period allowed, the Cemetery may resell the lot in question.
17. Any person whose interment rights have been resold after being declared abandoned may apply to the Registrar for redress. Upon receiving an application for redress, the Registrar will order the Municipality to provide better or equivalent interment rights in the cemetery or if no interment rights are available in the cemetery, the closest cemetery appropriate to the religious or ethnic affinities of the person whose interment rights have been sold.
18. A purchaser may gift, bequest or otherwise transfer his interment rights without consideration to another person, by giving notice of the transfer to the Administrator. Upon receipt of the notice and the original Certificate, the Administrator shall issue a new Certificate of Interment Rights to the Transferee.

**C) INTERMENTS AND DISINTERMENTS**

1. No burials will take place between November 16 and May 15 unless the weather permits.
2. Not more than one burial will be made in any lot except
  - That of the cremated remains of not more than 8 people on a full-size lot.
  - That of the cremated remains of two persons in which a casket containing human remains has been buried on a full-sized lot.
3. Remains to be buried in a lot must be enclosed in a container/coffin securely, and of sufficient strength to permit burial with the container remaining intact. The container must be of a size to permit burial within the size of the lot.
4. All interments must be authorized in writing by the interment rights holder except the interment of the interment rights holder.
5. All funerals within the cemetery shall be under the direction of the Administrator or his designate, except under an order from the Medical Officer of Health. No interment shall be made on a statutory holiday.
6. The Administrator of the cemetery, his assistant or someone in the employ of the Municipality will attend each interment.

7. A burial permit issued by the Division Registrar, showing that the death has been registered and the fee for the opening of the lot according to the fee found in the Price List, must be deposited with an official of the Municipality before the interment can take place.
8. In the case of cremation interment, the cremation certificate and the prescribed fee for this service according to the Price List must be deposited with the caretaker.
9. Persons or their agents requesting interments in lots or plots will be held responsible for charges incurred.
10. When interment rights in a lot/plot are held jointly by two or more persons, an order will be accepted from either or any of them or their authorized representatives, for interment in such part of the plot as may be requested.
11. No lot will be opened for interment or disinterment by any person not in the employ of, or under the direction of the Municipality.
12. The interment fee includes the opening and closing of the lot and the registration of the burial.
13. No person will remove human remains, except cremated remains, from a cemetery unless a certificate of a Medical Officer of Health or the Municipality confirming that the Cemeteries Act and the regulations have been complied with is affixed to the container. A burial certificate under the Vital Statistics Act is not required to reenter human remains that have been disinterred according to the Cemeteries Act and regulations.
14. The Municipality will exercise all due care in making burials and interments but is not responsible for damage to any casket, urn or other container sustained during disinterment.
15. No interment equipment except that provided by the Municipality shall be used, except as directed by the cemetery Administrator or his/her assistant.
16. No interment will be permitted in any lot where the burial rights have not been paid in full.
17. In those cases where the first burial in an adult grave is at sufficient depth (6'), an infant burial above the first adult burial is permitted at 3' depth.
18. No double burial (full caskets) in a single grave permitted.
19. Funeral corteges within the cemetery will follow the route indicated by the Administrator of the cemetery, his assistant or someone in the employ of the Municipality.

20. The Municipality reserves the right, at its cost, to correct any error that may be made by it in making interments, in the description of the lot, or the transfer or conveyance of any interment rights. The Municipality may cancel either such grants and substitute other interment rights, or lot of equal value and similar location, as far as is reasonably possible; or refund all money paid on account for such purchase. Notice will be given personally to the rights holders.
21. The Municipality will not be responsible for any errors made regarding any funeral arrangements made over the phone. These arrangements should be made in writing. For the purpose of this subsection, an order from a funeral director will be deemed to be an order from a Rights Holder. Under no circumstances, will the Town assume responsibility for errors in opening graves where orders are given by telephone.
22. Notice of each interment to be made will be given to the Administrator or the Municipality's representative at least 24 hours in advance, 10 hours of which must be regular working hours. The Municipality cannot be held responsible for having lots prepared for funerals unless such notice is given.
23. When concrete liners are used, they will be installed by the supplier who shall use his own equipment.
24. If, for any reason, the Administrator determines that a burial cannot be made on the day of the funeral, he may direct that the body be placed in temporary entombment and the burial shall be as soon after the day of the funeral as conditions permit.
25. Temporary entombments may be made in the vault beginning on the first day of November, provided that all such entombments shall cease no later than the fifteen day of May of the next year.

**D) CARE OF LOTS – GENERAL**

1. All lots and plots will be maintained and kept properly graded, sodded or seeded and mown by the employees of the Municipality.
2. No person will do any work upon a burial lot without permission of the Administrator.  
**Articles Prohibited and Permitted**
3. Miniature shrubs, flowering or other plants may be cultivated on lots, but only such varieties that are in good taste and in keeping with the general plan of the grounds and subject to the approval of the Administrator. No existing trees or shrubs growing within any lot may be removed or altered without the consent of the Administrator.
4. If any trees or shrubs situated in any lot will have become by means of their roots or branches or in any other way, detrimental to the adjacent lots, drains, roads or walks, or prejudicial to the general appearance of the grounds or inconvenient to the public, the

Municipality may remove such trees, shrubs or parts thereof.

5. **NO GLASS CONTAINERS** of any kind are allowed in the cemetery at any time.
6. Nails, wires, articles of glass or pottery or any other material that may create a hazard to workers and to visitors will not be allowed in the cemetery.
7. **HEREAFTER NO LOT WILL BE DEFINED BY A FENCE, RAILING, WALL, CUT-STONE COPING, HEDGE, EMBANKMENT, DEPRESSION OR OTHER MARKS OTHER THAN CORNER-POSTS LEVEL WITH THE SOD TO DEFINE ITS CORNERS OR BOUNDARIES.**
8. No interment rights holder will change the framing of his lot, and in case of any such change, the Municipality may restore the lot to its original grade at the expense of the interment rights holder.
9. No unauthorized person will sod, move corner-post or lot markers.
10. The Municipality will not be responsible for loss or damage to any articles left upon any lot or plot.

**E) CARE OF LOTS – FLOWERS**

1. The Municipal staff reserves the right to remove all flowers, potted plants, wreaths and baskets of flowers when they become withered or unsightly, or for any other reason such removals are in the best interest of the Cemetery.
2. Floral tributes are permitted if placed on a lot at the time of the funeral and will be removed from a lot by cemetery staff as soon as they become unsightly.
3. Artificial flowers are permitted in all sections of the cemetery except on flat markers, if they are properly secured to a monument or contained so as not to impede grass cutting. The cemetery reserves the right to remove such artificial flowers once they become unsightly.
4. Flowerbeds are permitted in all sections of the cemetery except the “Flat Marker” section. Flowerbeds will be no greater 14" out from the front of the foundation to a maximum of 34" from the top of the plot. Borders around flowerbeds may be a maximum of 2" above ground level in height and must be made of granite or stone. Absolutely no cement, plastic, wire, wood or glass.
5. Flowerbeds require to be cleared of tender plants after the first frost of autumn. Rights holders desiring to take any plants away should do so before their removal becomes necessary.

6. Due to hazards created to workers, visitors, as well as monuments, during grass cutting operations, granular decorative stones will no longer be permitted in the cemetery, unless enclosed in a border as in #4 above.
7. Artificial wreaths without glass or plastic covers are allowed to be placed on the lot after November 1<sup>st</sup> provided, they are securely fastened to the monument, or where there is not a monument, mounted on a post at least 76.20cm (30 inches) high and securely anchored in the ground.
8. To preserve the proper appearance of the grounds, artificial wreaths must be removed before May 1<sup>st</sup> of each year; otherwise, the Municipal staff will remove them.
9. Except in ash burial areas, additions of bronze or marble ornaments, such as candle holders, vases or statues bolted to the monument or the base itself in a secure and safe fashion shall be permitted.

**F) MONUMENTS AND MARKERS – GENERAL INFORMATION**

1. No monument or other structure will be erected or permitted on a lot until accrued charges have been paid in full.
2. No foundations shall be installed except by authorized monument dealers.
3. No monument, footstone, marker or memorial of any kind will be placed, moved, altered or removed without permission from the Administrator.
4. No inscription will be placed on any monument, which is not in keeping with the dignity and decorum of the cemetery.
5. Candleholders, statues, and vases may constitute part of a monument if they are made principally of bronze, marble, or granite and are securely bolted to the monument or monument base.
6. Every person having a monument or marker installed in the cemetery, will pay the prescribed amount, as set out in the Cemeteries Act, to the Municipality's Care and Maintenance Fund. The interest earned from this fund will be used to maintain markers or monuments in a safe condition.
7. If a monument or marker the cemetery presents a risk to public safety because it is unstable, the Municipality will do whatever is necessary by way of repairing, resetting, or laying down the marker to remove the risk. **It is the responsibility of the lot owner to plan with a contractor or dealer to repair and/or reset the monument at their expense.**



8.

**G) MONUMENTS**

1. For the purpose of the regulations, a monument will be understood to mean any permanent memorial projecting above the ground level.
2. Minor scraping of the base portion of the upright monuments due to the turf mowing operations is normal wear.
3. The Municipality will take reasonable precautions to protect the property of interment rights holders, but is assuming no liability for the loss of, or damage to, any monument, or parts thereof except where such damage or loss is due to negligence.
4. The Municipality reserves the right to determine the maximum size of a monument, its number and its location on each lot or plot. They must not be of a size that would interfere with any future interments.
5. No monument other than a headstone may be erected on a single lot and only one headstone may be erected thereon.
6. Where in accordance with the section INTERMENTS AND DISINTERMENTS, subsection D-2, if there is more than one burial on a lot, then there will be no more than one upright monument, and one marker for each interred remains. No candle holders, statues or vases permitted on flat markers.

7. Monuments including base, will not exceed the following dimensions:

1. Single lots:

Height	42 inches above ground level
Width	30 inches
Depth	20 inches

2. Multiple grave lots:

Height	48 inches above ground level
Width	60 inches
Depth	20 inches

8. No monument including the base will exceed 36 inches in height where the die is less than 6 inches in thickness, and no die shall be less than 4 inches in thickness where the monument, including the base, is less than 36 inches. Foundations will be 2" larger all-around base and a minimum of 6" thick to be installed at ground level. The material must be of stone and/or concrete only. No foundation shall be installed except by an authorized monument dealer.



The bottom bed of all bases and markers will be cut level and true.

5. Temporary markers, normally provided by Funeral Homes, are permitted for a period of twelve months from the date of burial.

**I) RULES FOR MONUMENT DEALERS, CONTRACTOR AND WORKERS**

1. No monument or marker will be delivered to the cemetery without the proper paperwork.
2. Monument dealers must state on each order the date they wish to install and must give at least fifteen working days' notice.
3. **No monument or marker will be removed without notifying the Administrator or his assistant.**
4. All companies who do work for the Municipality's cemeteries will have their own Workers Compensation coverage for their workers as well as sufficient liability insurance.
5. The demeanor and behavior of all workers employed by others in the cemetery will be subject to control of by the Administrator.
6. Workers will cease work, if in the immediate vicinity of a funeral, until the conclusion of the service.
7. **All work must be done during regular cemetery hours, unless by special permission of the Administrator.**
8. Heavy loads will not be permitted into the cemetery when the roads are in unfit condition.
9. No monument dealer will park on the grass unless otherwise directed to do so by the Administrator or his assistant or someone in the employ of the Municipality. All restoration from the installation is the responsibility of the monument dealer. If any damage is done to other monuments, it will be the responsibility of the monument dealer to repair or replace the monuments. The caretakers will notify the said dealer if work is not satisfactory, e.g.: proper disposal of sod and earth.

**J) MORTUARY REGULATIONS**

1. The bodies of persons dying from contagious diseases cannot be admitted to the vault but must be interred.
2. All bodies stored in our vault must, for health reasons, be embalmed.
3. A body will not be placed in a reinforced cardboard container for storage. Only bodies

placed in a wooden or steel casket may be stored.

## **K) RULES FOR VISITORS**

1. Visitors are always welcome at the cemetery during the open hours, from 8:00 a.m. until sundown **during Operational Season**. They are asked to remember to respect the dead.
2. Prior to any Memorial Service being held in the cemetery, the Municipality will be given 15 days' notice in writing together with a satisfactory undertaking that the cost of repairing any damage that may be occasioned, will be paid by the party conducting such Memorial Service.
3. The Municipality and any of its authorized representatives are empowered and are required to preserve order and decorum in the cemetery.
4. No parades other than funeral processions or Remembrance Day proceedings will be admitted to or be organized within the cemetery.
5. Children under the age of twelve years are welcome in the Cemetery grounds when accompanied by an adult, who will be responsible for their good conduct and will see that they do not run over the lots or climb upon the monuments.
6. Vehicles within the cemetery will be driven at a moderate rate of speed and will not leave the avenues or park on the grass unless directed to do so by the caretaker.
7. No pleasure ATV's (all-terrain vehicles) or snowmobiles are allowed in the cemetery.
8. Proprietors of vehicles and their drivers will be held responsible for any damage done by them.
9. **Dogs or other pets will not be allowed in the cemetery.**
10. Picnics or parties will not be permitted in the cemetery grounds.
11. Any person who, in the cemetery, damages or moves any tree, plant, marker, fence, structure or other thing usually erected, planted, or placed in a cemetery, is liable to the Municipality and any interment rights holder, who, as a result, incurs damage. The amount of damage will be the amount required to restore the cemetery to the state that it was in before anything was damaged or moved by the person.
12. Any complaints by interment rights holders or visitors should be made to the Cemetery Administrator, and not to workers on the grounds and controversies with workers or others are to be avoided.
13. Rubbish will not be thrown on roadways, lots or walkways or any part of the grounds.

Receptacles are provided at convenient points on the grounds for the deposit of weeds, decayed flowers, plants, etc.

14. Any person disturbing the quiet and good order of the cemetery by noise or other improper conduct or who violates these by-laws must be expelled from the grounds.
15. **Any article which is detrimental to efficient maintenance or constitutes a hazard to machinery, employees, or visitors, or is unsightly or does not conform to the natural beauty or design of the cemetery, may be removed by the Municipality. The article removed will be held at the Municipal Office for collection. If not collected, it will be disposed of after 30 days.**
16. Tips or gratuities are not to be given to the cemetery workers by visitors or Rights Holder, nor will any cemetery worker accept any.

**L) CERTIFICATES OF INTERMENT & PRICE LIST**

1. The form of Certificate of Interment Rights is attached as Schedule “A” (St Mark Cemetery in Markstay) & Schedule “B” (Warren Public Cemetery in Warren), Schedule “C” (St Thomas Cemetery in Warren, Schedule “D” (Warren Protestant Cemetery in Warren, **Schedule “E” (Pinehill Cemetery in Markstay and Schedule “F” (Royal Cemetery in Veuve River.**
2. The Administrator or his/her assistant is hereby authorized to execute on behalf of the Municipality, the Certificate of Interment Rights referred to in Schedule “A” to “F”.
3. Price list is included in the municipality’s by-law established service charges and fees.
4. The contract for purchase of interment rights or cemetery supplies or services being Appendix “A” for each respective cemetery schedule attached hereto shall form part of this By-Law.

**M) REPEAL**

**By-law # 2006-13 The Corporation of the Township of Markstay-Warren, April 19, 2006 & By-Law 2007-24 Amendment is hereby repealed.**

**N) EFFECTIVE DATE**

This by-law will come into force and take effect upon approval by the Registrar appointed pursuant to the Cemeteries Act (Revised)

**READ A FIRST, SECOND TIME**  
**THIS \_\_\_ DAY OF \_\_\_\_\_, 20\_\_**

) \_\_\_\_\_  
) **MAYOR**  
) \_\_\_\_\_  
) **CLERK**

**READ A THIRD TIME AND FINALLY**  
**PASSED ON THIS \_\_\_ DAY**  
**OF \_\_\_\_\_, 20\_\_**

) \_\_\_\_\_  
) **MAYOR**  
) \_\_\_\_\_  
) **CLERK**

**Schedule "H" to By-law 202-06  
Cemeteries**

<b>Service/Document</b>			<b>Cost</b>	<b>Tax</b>
Regular Lots - Single Plot	General Fund	142.74	<b>\$432.74</b>	Taxable
	Care & Maintenance Fund	290.00		
Internment Charges - All Plots	General Fund	383.54	<b>\$383.54</b>	Taxable
Internment charges - Cremation	General Fund		<b>\$187.11</b>	Taxable
Disinterment	General Fund		<b>\$511.39</b>	Taxable
Transfer of Internment Rights (includes recording change of ownership and issuing new deed)	General Fund		<b>\$100.32</b>	Taxable
Monument Installation Charges - installing a flat marker measuring over 172 square inches	Care & Maintenance Fund	50.00	<b>\$100.00</b>	Taxable
Monument Installation Charges - installing an upright monument measuring up to 4 feet in height or width	Care & Maintenance Fund	100.00	<b>\$200.00</b>	Taxable
Monument Installation Charges - installing an upright monument measuring over 4 feet in height or width	Care & Maintenance Fund	200.00	<b>\$400.00</b>	Taxable

Above fees applies during regular work hours. A 50% surcharged will apply for a holiday or weekend or after hours.

Care and maintenance Fee: If pre-need lot or 1st interment prior to 1955, Care & Maintenance is collected at the current rate applicable to the grave/lot \$150.00 or \$250.00 O. Reg 30/11 s. 95(2)

1. LOT PRICES

	<b>Burial Rights</b>	<b>Care and Maintenance</b>	<b>Sub-Total</b>	<b>Total w/GST</b>
Regular Lots	\$200.00	\$290.00	\$490.00	\$553.70

2. INTERMENT CHARGES

	<b>Sub-Total</b>	<b>Total w/GST</b>
Casket Burial	\$442.25	\$499.97
Ash Burial	\$200.00	\$226.00
<b>A 50% surcharge will apply for a holiday or weekend or after hours. See below</b>		
Weekend Casket Burial	\$663.38	\$749.62
Weekend Ash Burial	\$450.00	508.50

3. ADDITIONAL SERVICE CHARGES

	<b>Sub-Total</b>	<b>Total w/GST</b>
Disinterment – Casket	\$1000.00	\$1130.00
Disinterment – Cremation	\$511.39	\$577.87
Transfer of Interment Rights (including recording changes of ownership and issuing new deed)	\$100.32	\$113.36

4. MONUMENT / MARKER INSTALLATION

	<b>Sub-Total</b>	<b>Total w/GST</b>
Monument Installation Charges – installing a flat marker measuring over 172 square inches	\$50.00	\$56.50
Monument Installation Charges – installing an upright monument measuring up to 4 feet in height or width	\$100.00	\$113.00
Monument Installation Charges – installing an upright monument measuring over 4 feet in height or width	\$200.00	\$226.00



**APPENDIX “A”**

**CERTIFICATE OF INTERNMENT RIGHTS**

Pursuant to the Cemeteries Act and Regulations and all Amendments thereto

**BETWEEN  
THE CORPORATION OF THE  
MUNICIPALITY OF MARKSTAY-WARREN**

**AND**

Name:

Address:

Hereinafter called “the Interment Rights Holder”

In consideration of five hundred and fifty-three and seventy cents **\$553.70** which includes a sum of Care and Maintenance (**\$290.00**) which is hereby acknowledged, and which is deposited in Trust by the Municipality, a body licensed under the laws of the Province of Ontario, hereby grants and assigns to the Interment Rights Holder the burial of Interment rights in:

- |   |  |
|---|--|
| <input type="checkbox"/> Warren Public Cemetery     | <input type="checkbox"/> St Mark Cemetery      |
| <input type="checkbox"/> Warren Protestant Cemetery | <input type="checkbox"/> Pinehill Cemetery     |
| <input type="checkbox"/> St Thomas Cemetery         | <input type="checkbox"/> Royal Centre Cemetery |

Row:

Lot:

Date of Purchase:

Receipt(s):

With respect to the erection of markers, the Purchaser agrees to abide by the By-Laws of the cemetery, wherein restrictions on the erection or installation of markers are given and a by which By-laws are attached hereto.

The purchaser by acceptance of this certificate indicated that the By-laws governing the operation of the cemetery have been received and read and agrees to be guided by the said By-laws as well the provisions of the Cemeteries Act (Revised) as if these were included as part of this certificate.

If the Interment Rights Holder transfers the Interment Rights herein conferred, this Certificate cannot be transferred, but must be returned to the Municipality, who will issue a new Certificate to the Transferee. Please note that a “transfer” means a gift, bequest or other transfer of an interment right without consideration.

Transfer of Interment Rights:

From: \_\_\_\_\_

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

\_\_\_\_\_

To: \_\_\_\_\_

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

\_\_\_\_\_

Date: \_\_\_\_\_

Per: \_\_\_\_\_  
Cemetery Manager or Designate

**CONDITIONS OF CONTRACT**

The Municipality agrees with the Interment Rights Holder as follows:

1. THE FOLLOWING TRUSTING PROVISIONS ARE IN EFFECT:

Regular Lot: 40% of Lot price or \$290.00, whichever is greater.

2. CONTRIBUTION TO CARE AND MAINTENANCE FOR MARKER INSTALLATION:

- Flat Marker over 72 sq. in. \$100.00
- Upright Monument up to 4 ft. in height or width \$200.00
- Upright Monuments over 4 ft. in height or width \$400.00

3. A CONTRACT FOR THE PURCHASE OF INTERMENT RIGHTS INCLUDES:

- a) The right of the Purchaser, by written demand, to request the owner repurchase the rights at any time before they are used.

- b) The repurchase price of interment rights shall be determined by establishing the amount paid by the Purchaser for the rights less the amount the owner paid into the Care and Maintenance Fund, or the predecessor of such a Fund, in respect of the interment rights.
- c) In accordance with By-law 2006-13 as amended of the Corporation of the Municipality of Markstay-Warren governing the following cemeteries:
 

Warren Public Cemetery	St Mark Cemetery
Warren Protestant Cemetery	Pinehill Cemetery
St Thomas Cemetery	Royal Centre Cemetery

The following restrictions on the exercise of interment rights apply:

- 1) No burials will take place between November 16 and May 15 unless the weather permits.
- 2) Not more than one burial will be made in any lot except
  - a) That of the cremated remains of not more than 8 people on a full-size lot.
  - b) That of the cremated remains of two persons in which a casket containing human remains has been buried on a full-sized lot.
- 3) Remains to be buried in a lot must be enclosed in a container or coffin securely, and of sufficient strength to permit burial with the container remaining intact. The container must be of a size to permit burial within the size of the lot.
- 4) All interments must be authorized in writing by the interment rights holder except the interment of the interment rights holder.
- 5) All funerals within the cemetery shall be under the direction of the Administrator or his designate, except under an order from the Medical Officer of Health. No interment shall be made on a statutory holiday unless by special permission buy the administration.
- 6) The Administrator of the cemetery, his assistant or someone in the employ of the Municipality will be in attendance at each interment.
- 7) A burial permit issued by the Division Registrar, showing that the death has been registered and the fee for the opening of the lot according to the fee found in the Price List, must be deposited with an official of the Municipality before the interment can take place.
- 8) In the case of cremation interment, the cremation certificate and the prescribed fee for this service according to the Price List must be deposited with the caretaker.

- 9) Persons or their agents requesting interments in lost, or plots will be held responsible for charges incurred.
- 10) When interment rights in a lot/plot are held jointly by two or more persons, an order will be accepted from either or any of them or their authorized representatives, for interment in such part of the plot as may be requested.
- 11) No lot will be opened for interment or disinterment by any person not in the employ of, or under the direction of the Municipality.
- 12) The interment fee includes the opening and closing of the lot and the registration of the burial.
- 13) No person will remove human remains, except cremated remains, from the cemetery unless a certificate of a Medical Officer of Health or the Municipality confirming that the Cemeteries Act and the regulations have been complied with is affixed to the container. A burial certificate under the Vital Statistics Act is not required to re-enter human remains that have been disinterred according to the Cemeteries Act and regulations.
- 14) The Municipality will exercise all due care in making burials and interments but is not responsible for damage to any casket, urn or other container sustained during disinterment.
- 15) No interment equipment except that provided by the Municipality shall be sued, except as directed by the cemetery Administrator or his/her assistant.
- 16) No interment will be permitted in any lot where the burial rights have not been paid in full.
- 17) In those cases where the first burial in an adult grave is at sufficient depth (6'), an infant burial above the first adult burial is permitted at 3' depth.
- 18) No double burial (full caskets) in a single grave permitted.
  - 1) Funeral corteges within the cemetery will follow the route indicated by the Administrator of the cemetery, his assistant or someone in the employ of the Municipality.
- 19) The municipality reserves the right, at its costs, to correct any error that may be made by it in making interments, in the description of the lot, or the transfer or conveyance of any interment rights. The Municipality may cancel either such grants and substitute other interment rights, or lot of equal value and similar location, as far as is reasonably possible; or refund all money paid on account for such purchase. Notice will be given personally to the rights holders.

20) The Municipality will not be responsible for any errors made for any funeral arrangements made over the phone. These arrangements should be made in writing. For the purpose of this subsection, an order from a funeral director will be deemed to be an order from a Rights Holder. Under no circumstances, will the Town assume responsibility for errors in opening graves where orders are given by telephone.

21) Notice of each interment to be made will be given to the Administrator or the Municipality's representative at least 24 hours in advance, 10 hours of which must be regular working hours. The Municipality cannot be held responsible for having lots prepared for funerals unless such notice is given.

23) If, for any reason, the Administrator determines that a burial cannot be made on the day of the funeral, he may direct that the body be placed in temporary entombment and the burial shall be as soon after the day of the funeral as conditions permit.

24) Temporary entombments may be made in the vault beginning on the first day of November, provided that all such entombments shall cease no later than the fifteenth day of May of the next year.

d) If a Purchaser transfers an interment right, the Purchaser shall give notice of the transfer to the Cemetery Manager, who shall issue a new certificate of Interment Rights to the Transferee.

e) In accordance with By-law 2006-13 as amended of the cemetery, the following restrictions on the transfer of interment rights apply:

- No person will sell interment rights unless that person does so on behalf of the Municipality.
- Interment rights in lots and plots may be purchased from the Municipality at the rates files with the Ministry and according to the plans approved by the Ministry that are on file in the Municipal Office. The prices for interment rights include the applicable portion for deposit to the Cemeteries Care and Maintenance Fund as approved by council from time to time.
- The deposit to the Care and Maintenance Fund will be as specified in the regulation made under the Cemeteries Act.
- In the case of an in-ground grave for the burial of an adult, the greater of 40% of the selling price or \$290.00 (\$327.70 with H.S.T.)
- In care of an in-ground grave for the burial of Cremated remains, the greater of 40% of the selling price or \$175.00 (\$197.75 with H.S.T.)

- f) The resale of interment rights by the purchaser is prohibited.
- g) The certificate of interment rights shall not be issued until the interment rights have been paid for.

4. A CONTRACT FOR THE PURCHASE OF RE-NEED SUPPLIES OR SERVICES INCLUDE THE FOLLOWING CANCELLATION RIGHTS:

- a) The purchaser has the right to cancel the contract within the thirty (30) day period following the day the contract is made.
- b) The purchaser's right to cancel survives the thirty (30) day period until such time as the owner provides the cemetery supplies and services.
- c) The cemetery owner shall not provide the cemetery supplies and services until the expiry of the thirty (30) day period immediately following the day the contract is made.
- d) The purchaser must pay the service fee required under the Cemeteries Act, (Revised) if the right to cancel the contract is exercised more than thirty (30) days after the contract is made. Such service fee is the lesser of 10% of since the purchase of \$200.00.

**CONTRACT FOR PURCHASE OF INTERMENT RIGHTS OR CEMETERY SUPPLIES OR SERVICES  
APPENDIX A TO BY-LAW NO. 2006-13 (page 1 of 2)**

<p>_____ <b>CEMETERY</b>  <b>c/o Municipality of Markstay-Warren</b>  <b>21 Main Street South,</b>  <b>Markstay, ON P0M 2G0</b></p>	<p><b>Contract for Purchase of</b>  <b>Interment Rights</b></p>
<p><b>Sold to:</b></p> <p>Date: / /  Day month year</p> <p>Pre-Need</p> <p>Name:</p> <p>Address:</p> <p>Lot No: Section:</p> <p>No of graves:</p> <p>Measurements: 5 x 10</p> <p>Name of Deceased:</p> <p>Date of Death: / /  Day month year</p> <p>Place of Death:</p> <p>Details:</p>	<p><b>INTERMENT RIGHTS:</b>  <b><u>LOT PRICES:</u></b></p> <p>Regular Adult Lot \$ 200.00</p> <p>Children (under 8) Lot \$</p> <p>Ash Burial Lot \$</p> <p>Amount-Care &amp; Maintenance \$ 290.00</p> <p>Repurchase Price \$</p> <p><b><u>SUB TOTAL</u></b> \$ <b>490.00</b></p> <p><b><u>INTERMENT CHARGES:</u></b></p> <p>Regular Adult \$</p> <p>Infant – child \$</p> <p>Cremation \$</p> <p><b><u>SUB TOTAL</u></b> \$</p> <p>HST (where applicable) \$ 63.70</p> <p><b>TOTAL PAID</b> \$ <b>553.70</b></p> <p><b>TOTAL DUE</b> \$ <b>0.00</b></p>

It is agreed between the parties that the Contract is subject to the By-Law of the Corporation of the Municipality of Markstay-Warren governing The Warren Public Cemetery and the Purchaser hereby acknowledges receipt of a copy of the By-Law of the Cemeteries and that the "Conditions of Contract" attached hereto have been understood.

ORDERED BY:

\_\_\_\_\_ PURCHASER  
CEMETERY MANAGER – PER

\_\_\_\_\_ KIM MORRIS

Cemetery By-Law

By-Law 2024-\_\_

**SCHEDULE “H” TO BYLAW 2020-06 FEES AND CHARGES BYLAW**

**CEMETERIES**

<b>Service/Document</b>			<b>Cost</b>	<b>Tax</b>
Regular Lots - Single Plot	General Fund	\$200.00	<b>\$490.00</b>	Taxable
	Care & Maintenance	290.00		
Internment Charges - Casket	General Fund		<b>\$442.25</b>	Taxable
Internment charges - Cremation	General Fund		<b>\$200.00</b>	Taxable
Disinterment – casket	General Fund		<b>\$511.39</b>	Taxable
Disinterment – Cremation	General Fund		<b>\$511.39</b>	Taxable
Transfer of Internment Rights (includes recording change of ownership and issuing_ new deed)			\$100.32	Taxable
Monument Installation Charges - installing a flat marker measuring over 172 square inches	Care & Maintenance Fund	\$50.00	\$100.00	Taxable
Monument Installation Charges - installing an upright monument measuring up to 4 feet in height or width	Care & Maintenance Fund	100.00	<b>\$200.00</b>	Taxable
Monument Installation Charges - installing an upright monument measuring over 4 feet in height or	Care & Maintenance Fund	200.00	<b>\$400.00</b>	Taxable
The above fees applies during regular work hours. A 50% surcharge will apply for a holiday or weekend or after hours.				
Care and maintenance Fee: If pre-need lot or 1st interment prior to 1955, Care & Maintenance is collected at the current rate applicable to the grave/lot \$250.00 to \$950.00 O. Reg 30/11 s.				



## Appendix "B" Installation Form

### FORMULAIRE D'AUTORISATION POUR L'INSTALLATION D'UN MONUMENT



MUNICIPALITY OF / MUNICIPALITÉ DE  
**MARKSTAY  
WARREN**

Municipality of Markstay-Warren / Municipalité de Markstay-Warren

21 Main Street South Markstay, ON P0M 2G0  
Tel./Télé.: (705) 853-4536 Fax/Télécopieur : (705) 853-4964

Name(s) of deceased or Internment Rights Holder: / Nom(s) du défunt ou Titulaire de droit d'inhumation:		
Date of death: / Date du décès:	Plot / No. du lot:	
Cemetery: / Cimetière :		
<input type="checkbox"/> Pinehill <input type="checkbox"/> St-Marc <input type="checkbox"/> St-Thomas <input type="checkbox"/> Warren Public <input type="checkbox"/> Warren Protestant <input type="checkbox"/> Royal Cemetery		
Purchased by: / Acheté par:		
Mailing Address: / Adresse postale:		
Tel.: / Télé.:	Cell: / Cellulaire:	E-mail: / Courriel :

DIMENSIONS			
<b>Monument / Marker:</b>	width/largeur:	thickness/épaisseur:	depth/profondeur:
<b>Base:</b>	width/largeur:	thickness/épaisseur:	depth/profondeur:
<b>Foundation / Fondation:</b>	width/largeur:	thickness/épaisseur:	depth/profondeur:

#### MONUMENT / MARKER INSTALLATION

Prices subject to change / Prix sujets à changement	Sub-Total	Total w/GST
Monument Installation Charges - installing a flat marker measuring over 172 square inches.	\$50.00	\$56.50
Monument Installation Charges - installing an upright monument measuring up to 4 feet in height or width.	\$100.00	\$113.00
Monument Installation Charges - installing an upright monument measuring over 4 feet in height or width.	\$200.00	\$226.00
Care and Maintenance Charge: / Frais pour fonds d'entretien:	\$	
Salesperson: / Vendeur :		
Address: / Adresse:		
To be installed by: / À être installé par:		
Installation date: / Date d'installation:		
Authorized by the Municipality / Autorisé par la Municipalité	Signature and title: / Signature et titre :	

#### APPROVAL OF INSTALLATION / APPROBATION DE L'INSTALLATION

(Please provide a 5 day advance notice / SVP donner un avis de 5 jours en avance)

Installer's signature: / Signature de l'installateur:	Date:
Approval of installation by Municipality: / Approbation de l'installation par la Municipalité:	Date:



**K. SMART ASSOCIATES LIMITED**  
CONSULTING ENGINEERS & PLANNERS

85 McIntyre Drive  
Kitchener, ON N2R 1H6

Tel: 519-748-1199  
Fax: 519-748-6100

February 1, 2024

File No. 24-038

Kim Morris, CAO/Clerk  
Municipality of Markstay-Warren  
21 Main Street South  
P.O. Box 79  
Markstay ON P0M 2G0

[kmorris@markstay-warren.ca](mailto:kmorris@markstay-warren.ca)

**RE: MUNICIPALITY OF MARKSTAY-WARREN  
2024 BRIDGE INSPECTIONS**

Dear Kim,

As you are likely aware, the Municipality of Markstay-Warren's bridge inspections are due to be completed in 2024. Ontario Regulation 104/97 requires every structure in the Municipality with a span or combined span exceeding 3.0m to be inspected every two years. As two (2) years will soon elapse since the last inspections, these inspections are due to be completed again.

K. Smart Associates Limited (KSAL) would be pleased to inspect thirty-three (33) bridges in the Municipality of Markstay-Warren. KSAL has previously completed inspections for the Municipality numerous times since 2003. The inspections will be carried out in accordance with the latest version of the Ontario Structure Inspection Manual (OSIM) and the reports will be in OSIM format (Municipal Version). The work would also include recommendations for future preventive maintenance, repairs or replacement with cost estimates. This report will satisfy the Municipality's legal requirement outlined above.

Our fees including all disbursements to inspect thirty-three (33) structures and prepare a summary report will not exceed **\$24,850.00 plus HST**.

If you have any questions regarding the above, please call the undersigned anytime.

Sincerely,

Trevor Hoard

cc: Ronny Theiss, Manager of Public Works, [rtheiss@markstay-warren.ca](mailto:rtheiss@markstay-warren.ca)

**TO:** Council  
**FOR:** Decision  
**DEPARTMENT:** Administration  
**DATE:** August 7, 2024

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**SUBJECT :** Housing Accelerator Fund Round 2

### **BACKGROUND**

On July 19, 2024, Minister Sean Fraser announced the launch of the second round of Housing Accelerator Fund (HAF2) funding. With the launch of the HAF2, \$400 million in funds may be available to local authorities to incentivize the implementation of local actions that remove barriers to housing supply and accelerate the growth of supply.

As for Round 1, there needs to be a Council Resolution accompanying any application for it to be valid. All applications need to be completed by September 13, 2024.

### **RECOMMENDATION**

THAT Council directs staff to proceed with an application to Round 2 of the Housing Accelerator Fund

CORPORATION OF THE MUNICIPALITY OF MARKSTAY-WARREN

BY-LAW 2024-

Being a by-law to provide rules governing the proceedings of the Council, the conduct of its members and the calling of meetings.

**WHEREAS** pursuant to Section 55 of the Municipal Act, R.S.O. 1990, Chapter M.45, as amended, every Council and local board shall adopt a procedure by-law to govern the calling, place and proceedings of meetings.

**AND WHEREAS** pursuant to Section 102 of the said Municipal Act, every Council may pass by-laws to govern the conduct of its members.

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF MARKSTAY-WARREN HEREBY ENACTS AS FOLLOWS:**

The rules and regulations contained in this By-law shall be observed in all proceedings of Council and shall be the rules and regulations for the dispatch of business by Council and its Committees.

**1. Definitions**

In this by-law:

- a) "Agenda" shall mean those items which are to be dealt with by Council or a Committee at a meeting.
- b) "Chair" shall mean the person presiding over a meeting.
- c) "Clerk" shall mean the Clerk of the Corporation of the Municipality of Markstay-Warren.
- d) "Closed Session" shall mean a meeting or part of a meeting that is not open to the public to discuss matters authorized by the Municipal Act, R.S.O. 1990, as amended.
- e) "Committee" shall mean an Advisory Committee as provided for in By-law 99-08 or any other committee, subcommittee or similar entity composed of members of one or more Councils and established by Council from time to time.
- f) "Council" shall mean the Council of the Corporation of the Municipality of Markstay-Warren; or committee assembly, as the case may be.

- g) "Consent Agenda" shall mean those items on a Council or Committee agenda which are of a routine or repetitive nature, or are unlikely to require debate, and may be summarily dealt with in accordance with Section 8.
- h) "Head of Council" shall mean the Mayor of the Corporation of the Municipality of Markstay-Warren
- i) "Meeting" shall mean any regular, special, committee or other meetings of Council.
- j) "Member" shall mean a member of the Council or a Committee, as the case may be.
- k) "Motion" shall mean a question to be considered by the Council or a Committee which is moved, seconded, presented, read by the presiding officer or Clerk and is subject to debate. When a motion is carried or defeated it becomes a "RESOLUTION" and represents the vote and will of the Council.
- l) "Municipality" shall mean the Corporation of the Municipality of Markstay-Warren.
- m) "Quorum" shall mean a majority of the total members of Council/Committee required to constitute a council/committee. For Council a quorum is three (3) members of Council. A quorum of any of the advisory committees shall be a majority of its members.

**2. Convening Council Meetings**

a) Inaugural Meeting

The inaugural meeting of the Council after a regular election shall be held on the first Monday in December at 7:00 p.m., and in accordance with the provisions of the Municipal Act, R.S.O. 1990, as amended.

b) Regular Meetings

- i) Regular meetings of the Council shall be held on the third (3rd) Monday of each month at 19h00 / 7:00 p.m. in the Council Chamber, unless so changed by resolution of the Council.
- ii) If the designated meeting day falls on a public holiday, Council shall meet at the designated time, the first day following, which is not a public holiday; or at another date and time set by resolution of Council.
- iii) Council may, by resolution passed by a majority of the members present, dispense with or alter the date, time or place of a regular meeting, provided that adequate notice of the change is posted at the municipal office and local post offices, and provided that the location be within the boundaries of the

municipality. The notice requirement stipulated in this section shall be consistent with the notice requirement for scheduling of special meetings.

c) Special Meetings

- i) The Head of Council may, at any time, summon a special or emergency meeting.
- ii) Upon receipt of a petition from the majority of the members of Council/Committee, the Clerk shall summon a special meeting for the purpose and at the time mentioned in the petition.
- iii) Special or emergency meetings shall be held in the Council Chambers, unless otherwise stated in the notice.

d) Broadcasted and Recorded Meetings

- i) Live Broadcast of all Meeting of Council, save and except Closed Session Meetings shall, when and where possible, be broadcast live to the public by live video streaming. The live meetings will be accessible through the Municipality's website.
- ii) Technical or other failure to broadcast shall not be constructed as to invalidate any proceedings of any Meeting and the written minutes, as recorded by the Municipal Clerk, shall constitute the permanent official Meeting record in accordance with the *Municipal Act, 2001*.
- iii) Closed Session Meetings shall be video, and audio recorded, however such recordings will not be available to the public nor broadcast in any way.
- iv) Closed Meeting recordings shall be retained by the Clerk on a secure storage device in accordance with the Municipality's by-law regarding retention of records.
- v) The Clerk shall be authorized to release a recording of a Closed Meeting only to:
  - a) The office of Ombudsman or Closed Meeting Investigator, only in those instances where they are relevant to a closed Meeting investigation and do not breach solicitor-client, or other privilege.
  - b) The Municipality's solicitor for the purpose of providing solicitor client advice with respect to the contents of a recording; or
  - c) Any additional party authorized by the Municipal Council.

### **3. Notice of Meetings**

- a) Regular Meetings
  - i) Subject to Section 3(b)(iii) herein, the Clerk shall give notice of the meeting to all Council members or Committee members, and where required to such other persons as the Chair or the Clerk deems advisable and in conformance with the provisions in this by-law.
  - ii) The notice shall be in the form of an Agenda which shall first make mention of the day, time and place for the meeting.
  
- b) Special Meetings
  - i) The notice of a special meeting shall specify the date, the place, the time and the purpose for the special meeting.
  - ii) The special meeting shall be held no sooner than 48 hours following the Head of Council's summons, or receipt of the petition, as the case may be and the Clerk shall provide notice of the special meeting immediately following receipt of the summons or petition.
  - iii) The notice of a special meeting may be given to Council/Committee members by telephone, or personal contact as determined by the Clerk and as time permits.
  - iv) Despite Section 3(b)(ii) a special/emergency meeting may be held as soon as practicable following receipt of the summons or petition, as the case may be, upon a majority vote of Council to suspend such requirement.
  - v) The public shall be notified of a special meeting by placing a notice on the Municipal Website. Said notice shall specify the date, place, time and purpose of the meeting and shall be placed as soon as practicable upon receipt of summons or petition, as the case may be.

### **4. Duties of the Mayor (Head of Council)**

The Mayor shall be the Chair of Council meetings and it shall be the duty of the Mayor or another presiding officer:

- a) to open the meeting by taking the chair and calling the members to order.
- b) to announce the business before the Council/Committee in the order in which it is to be acted upon as outlined on the agenda.
- c) to receive and submit, in the proper manner, all motions presented by the members.

- d) to put to a vote all questions which are moved and seconded, or necessarily arise in the course of the proceedings, and to announce the result.
- e) to decline to put to vote motions which infringe upon the rules of procedure.
- f) to enforce on all occasions the observance of order and decorum among the members and guests.
- g) to call by name any person persisting in breach of the rules of order of the Council/Committee thereby ordering the person to vacate the Council Chambers, or other place of meeting, as the case may be.
- h) to authenticate by signature all by-laws, resolutions and minutes of the Council/Committee.
- i) to inform the Council/Committee, when necessary, when referred to for the purpose, on a point of order or usage.
- j) to recommend the members of Council who are to serve on Committees, and have such approved by resolution of Council, from time to time.
- k) to represent and support the Council/Committee, declaring it will and implicitly obeying its decisions in all things.
- i) to ensure that the decisions of Council/Committee are in conformity with the laws and by-laws governing the activities of the Municipal Corporation/Committee.
- m) to order any person or group in attendance at the meeting to cease and desist any behavior which disrupts the order and decorum of the meeting.
- n) to expel from a meeting, any person or group who continues to disrupt the meeting after being so warned, and who engages in improper conduct.
- o) to adjourn the meeting without question in the case of grave disorder arising in the Council Chambers, or other place of meeting, as the case may be.
- p) to adjourn the meeting without question in case of any person or group who refuses to vacate the place of the meeting after being ordered to do so by the Chair.

**5. Conduct of Members of Council/Committee**

- a) No member at a meeting shall:
  - i) speak aloud at a meeting or address members without first receiving permission from the Chair to do so.



- ii) use profane or offensive words or insulting expressions against the Council or against any member, staff or guest.
- iii) resist the rules of Council or disobey the decisions of the Mayor or presiding officer or of Council on questions of order or practice or upon the interpretation of the rules of Council;
- iv) leave his/her seat or make any noise or disturbance while a matter is being considered or discussed by Council; while a vote is being taken; or until the results are declared.
- v) disturb another, or the Council, staff, or guest, by any disorderly conduct disconcerting the speaker or the assembly.
- vi) use of a cellular phone or any type of personal electronic devices during the proceeding; this includes texting, posting on social media or digital communication amongst members during the meeting.
- vii) interrupt any member who has the floor through speaking out, noise or disturbance, except to raise a point of order.
- viii) speak on any subject other than the subject in debate.
- ix) enter the meeting while a vote is being taken.
- x) leave a meeting without first obtaining permission from the Mayor or presiding officer;
- xi) be permitted to retake their seat after being ordered to vacate, having committed a breach of any rule of the Council, until the next meeting and without making an apology to Council.

b) Disclosure of Confidential Information

- i) Where a matter is discussed during a closed session permitted under the provisions of this by-law, members of Council/Committee, staff or other persons in attendance shall not discuss or repeat the discussion, in whole or in part, with any other person outside of the closed session.
- ii) Following a closed session, members of Council/Committee, staff or other persons in attendance are hereby instructed to restrict their response to public and media inquiries as to the content of a closed session to "No Comment", unless appointed by resolution passed by a majority of members present, as the official spokesperson; or to issue a press release or comments approved by Council/Committee, as the case may be.
- iii) Any violation will result in the exclusion of the offending member, staff or

persons from any future closed session, and that member will no longer be provided with correspondence, materials or information proposed to be dealt with in closed session.

- iv) Such violation shall be recognized by Council/Committee and the exclusion of the offending member, staff or persons, shall be by resolution passed by a majority of the members present, during a closed session.

## **6. Conduct of Members of the Public**

No person at a meeting shall:

- a) speak aloud at a meeting or address members without receiving permission from the Chair to do so.
- b) use profane or offensive words or insulting expressions against the Council/Committee or against any member, staff or guest.
- c) resist the rules of Council/Committee or disobey the decisions of the Chair or of Council/Committee on questions of order or practice or upon the interpretation of the rules of Council.
- d) leave his seat or make any noise or disturbance while a matter is being considered or discussed by Council/Committee; while a vote is being taken; or until the results are declared; this includes, but is not limited to, speaking out of turn, phone pings, and notifications, as well as making or taking a phone call during the proceedings of council.
- e) disturb another, or the Council/Committee, staff or guest, by any disorderly conduct disconcerting to the speaker or the assembly.
- f) interrupt any member who has the floor through speaking out, noise or disturbance, except for a member of Council/Committee to raise a point of order.
- g) enter the meeting while a vote is being taken.
- h) be permitted to attend another meeting of Council after being ordered to vacate, having committed a breach of any rule of the Council, and without having first met with the Mayor/presiding officer and the Clerk, and having satisfied the Mayor that the person's conduct at future meetings will be in conformance with the rules of this by-law.
- i) use of a cellular phone or any type of personal electronic devices during the proceeding; this includes texting, posting on social media, exchanging emails and or communicating electronically with members of Council.

## **7. Preparation of the Agenda**

- a) The Clerk shall be responsible for the preparation of agendas of Council and Committee meetings as applicable.
- b) The Clerk shall:
  - i) Accept items for any agenda from the Mayor/presiding officer and members of Council/Committee
  - ii) Receive correspondence and petitions from the public and if, in the opinion of the Clerk, the matter warrants the consideration of the Council/Committee, place the correspondence or petition on an agenda. When in the opinion of the Clerk, the petition or correspondence requires the consideration of a Committee or a department head, it shall be directed to the appropriate individual(s) for such consideration and subsequently the recommendation and/or report shall be included in the Agenda of Council/Committee.
- c) Insofar as is practicable, Council/Committee Agendas along with supporting material, shall be prepared and made available to members of Council/Committee only, four (4) working days prior to the regular meeting.
- d) Agendas will be made available to the public, on the municipal website, four (4) working days prior to the regular meeting, however any supporting material, included in the Agenda packages for Council/Committee members shall be disclosed to the public two (2) business days before the scheduled meeting unless protected from disclosure under any other Act at the municipal office for the established fees under the Fees and Charges by-law.

**8. Agenda Format**

- a) Agendas shall be generally formatted as follows, but modifications to the matters to be included or the order of business may be affected without requiring amendment to this by-law:
  - i) Opening remarks and call Meeting
  - ii) Land Acknowledgment
  - iii) Roll Call
  - iv) Approval of Agenda
  - v) Disclosure of Pecuniary Interest and General Nature Thereof
  - vi) Petitions and Delegation (only those that have submitted written request)
  - vii) Public Inquiries

- viii) Reports
  - ix) Adoption of Minutes
  - x) Routine Management Reports  
- Cash Disbursements
  - xi) Correspondence for Council's information only
  - xii) Business Arising from Meeting Minutes
  - xiii) New Business
  - xiv) Unfinished Business / Ongoing Projects
  - xv) By-Laws
  - xvi) Motions
  - xvii) Notice of Motions
  - xviii) Addendum
  - xix) Announcements & Inquiries
  - xx) Closed Session
  - xxi) Reporting from Closed Session
  - xxii) Confirming By-Laws
  - xxiii) Adjournment
- b) The items on the agenda of each meeting shall be dealt with in the order in which they stand on the agenda unless otherwise decided by resolution passed by a majority of the members present.
  - c) All items on an agenda not dealt with at a meeting shall be placed on the agenda for the next regular meeting unless otherwise decided by resolution passed by a majority of the members present.
  - d) Public inquiries about a specific item on the agenda may be dealt with by the Council during their debate over the item upon approval of the majority of the members present.

## **9. Commencement of Meetings**

- a) As soon as there is a quorum after the hour fixed for the meeting, the Chair shall take

the chair and call the meeting to order.

- b) If the Chair is not present at the meeting by the commencement of the meeting, the Deputy Mayor shall call the meeting to order.
- c) Once the presiding officer has called the meeting to order, the Clerk shall record the names of the members present.
- d) If a member arrives at a meeting after the roll call has been made, the Clerk shall note the time of arrival in the minutes.
- e) If a member leaves a meeting after the roll call but before adjournment of the meeting, the Clerk shall note the time of departure in the minutes.

#### **10. Quorum**

- a) A quorum is required to commence and continue any meeting of Council/Committee.
- b) A quorum of the Council shall be three (3) members present. A quorum of a Committee shall be the majority of its members.
- c) Unless a quorum is present within thirty (30) minutes after the time appointed for the commencement of the meeting, the meeting shall automatically be deemed to stand adjourned until the next regular meeting, or until a special meeting is called to deal with the matters intended to be dealt with at the adjourned meeting.
- d) The Clerk shall record the names of such members present at the expiration of the thirty (30) minute time limit and such record shall form part of the agenda for the next regular meeting.
- e) If at any time during the meeting there is no quorum, the meeting shall automatically be deemed to stand recessed until there is a quorum again in attendance or should the lack of quorum continue for thirty (30) minutes, then the meeting shall automatically be adjourned until the next regular meeting, or until a special meeting is called to deal with the matters still to be dealt with at the adjourned meeting.
- f) Quorum shall include members that participate electronically.

#### **11. Disclosure of Pecuniary Interest**

- a) Any member who has a direct or indirect pecuniary interest in matters brought before the Council/Committee is required by law to make a disclosure of his/her interest in the following manner.
  - i) disclose the interest and its general nature at the meeting, prior to

any discussion on the matter taking place.

- ii) refrain from taking part in the discussion of the matter.
  - iii) refrain from voting on the matter; and
  - iv) make no attempt to influence the voting at any time before, during or after the meeting.
- b) The Clerk shall record any and all disclosures of pecuniary interest, as well as the general nature of the interest, in the minutes.
  - c) If the matter in which the member has a pecuniary interest is discussed at a meeting closed to the public, the member must disclose his/her interest as outlined above, and also leave the meeting, or that portion of the meeting dealing with the matter.
  - d) A member's disclosure of pecuniary interest during a closed meeting must also be recorded in the minutes of the next regular meeting that is open to the public. This can be achieved when the member declared a disclosure of pecuniary interest on the resolution adopting the minutes of the closed meeting in question, at which time, the member is again prohibited from discussing or voting on the minutes relating to the matter.
  - e) If the matter in which the member has a pecuniary interest is discussed at a meeting, he/she has not attended, the member must disclose his/her interest in the appropriate manner at the first following meeting he/she attends.
  - f) If the Chair has made a disclosure of pecuniary interest on any matter before the Council/Committee, the Chair shall withdraw from the chair during the deliberations on that matter.
  - g) In the event that the Chair is unable to chair the portion of a meeting in which a disclosure of pecuniary interest applies, the Deputy Mayor is to act as Acting Chair for that portion of the meeting.

## **12. Delegations**

- a) A delegation may be heard by Council/Committee at a meeting, provided that the following requirements are complied with:
  - i) A delegation shall submit to the Clerk a written request to be placed on the Agenda, together with a written submission detailing the matters that the delegation wishes to present to the Council/Committee. The written submission shall be included in the Agenda.
  - ii) Such requests must be submitted to the Clerk not later than 5 working days prior to the regular meeting, and the Clerk may make a determination as to

deferral of delegations to subsequent meetings or referral to the appropriate Committee of Council or Department Head

- iii) The Clerk shall reply to such requests, in writing, indicating approval, refusal, deferral or referral of the delegation/presentation, and the reasons therefor.
- b) A delegation shall be listed on the Agenda and heard in the order determined by the Clerk.
- c) Only one person shall be permitted to address the Council/Committee for each delegation representing any group or organization.
- d) A delegation shall have up to 5 minutes to make its presentation. Such a time limit may be extended by such amount of time as Council, or the Committee deems advisable by resolution passed by a majority of the members present.
- e) There shall be no more than two (2) delegations at any meeting.
- f) No delegation will be permitted to address the Council/Committee with respect to a specific issue dealt with during closed session, under the provisions of the Municipal Act, R.S.O. 1990, as amended.
- g) Presentation by a delegation shall be followed by questions to the delegation from members of Council/Committee.

### **12.1 Public Inquiries**

- a) General Public Inquiries shall be limited to five minutes in length per person and to a total duration of fifteen (15) minutes for all the public inquiries section of the agenda.
- b) The Clerk shall advise the Chair once the prescribed time limit has lapsed.
- c) Attendees wishing to speak shall await approval from the Chair before commencing. Once approval is granted, the attendee shall state their first and last name which the Clerk will record in the minutes. Questions will be taken one at a time, in the order received.
- d) Attendees wishing to ask more than one question shall give all other attendees the opportunity before being permitted to ask a second question.
- e) The Chair shall be given the first opportunity to respond to the attendees and may ask members of Council or staff for further input. Questions requiring a lengthy answer, or which require research shall be directed to staff for further review.
- f) The Chair shall have the right to curtail any questions which are not related to an agenda item, or questions which are deemed to be inappropriate, derogatory or

otherwise not suitable for discussion in an open meeting.

- g) This opportunity to speak shall not be used to file complaints of any nature. Attendees wishing to file a complaint should direct the information to municipal administration staff outside of meeting times.

**13. Minutes**

- a) It is the duty of the Clerk to truly record all the resolutions, decisions and other proceedings of the Council/Committee.
- b) The minutes shall also show record of:
  - i) the place, date, and time of the meeting,
  - ii) the names of the Council/Committee members in attendance; and the absence of any members, and the reason for this absence, if known.
- c) The Council/Committee shall adopt at a public meeting all minutes of previous meetings submitted by the Clerk. During the adoption of the minutes of a previous meeting, no changes can be made to the action taken at the previous meeting by the Council/Committee, except for changes in the form of correction of errors. Omissions in the recording of any action taken at the previous meeting may be made in the motion adopting the minutes.

**14. Correspondence**

- a) Correspondence for information only, included in the agenda for consideration of Council/Committee shall be deemed to be accepted by Council/Committee whether or not there are questions or discussion at the meeting on such correspondence.

**15. Motions**

- a) Motions shall be debated in the order of their presentation on the agenda.
- b) A motion relating to a matter not within the jurisdiction of Council/Committee is not in order and shall not be entertained by the Chair.
- c) Members of Council/Committee, the Clerk and other officers may introduce matters to be dealt with by motion, subject to the notice provisions in this by-law.
- d) A motion for introducing a new matter shall not be presented without notice, unless the Council/Committee, without debate, dispenses with such notice by a vote of the majority of the members present.
- e) Every motion, amendment to a main motion, or amendment to an amendment must



be formally moved and seconded in writing, before the Chair can put the question to Council/Committee, and prior to any discussion on the question.

- f) Any member may require a motion under discussion to be read by the Clerk at any time during the debate, but not so as to interrupt another member who has the floor.
- g) A motion, properly before the Council/Committee for consideration, must receive disposition before any other motions can be received, unless it's a motion:
  - i) to amend,
  - ii) to refer to a committee, or staff for a report,
  - iii) to defer indefinitely or a specified time,
  - iv) to adjourn the meeting; or
  - v) that the vote be now taken.
- h) A motion to refer shall require direction as to the body to which it is being referred and is not debatable.
- i) A motion to defer shall include a reason for the deferral, and a time certain to which the matter is deferred.
- j) A motion to refer or defer shall take precedence over any motion or amendment except a motion to adjourn.
- k) Amendments are changes in the form of a motion. An amendment is designed to alter or vary the main motion without materially changing its intent or meaning. It may propose certain words be omitted, replaced or added.
- l) An amendment modifying a motion may be made provided it is not contrary to the main intention of the motion. An amendment relating to a different subject is not in order.
- m) A motion to amend shall be made in writing and shall be relevant to the main motion.
- n) Only one amendment at a time can be presented to a main motion and only one amendment to an amendment can be presented.
- o) An amendment to the amendment shall be voted on first, then if no other amendment to the amendment is presented, the amendment to the main motion shall be voted on next, then if no other amendment to the main motion is presented, the main motion, as amended, shall be put to a vote.
- p) Every motion in the property of Council/Committee has been presented to the chair and read to the meeting but may be withdrawn at any time prior to the vote thereon with the consent of the majority of members present.
- q) When a Council/Committee has decided either for or against a certain question, it shall not reconsider the same question during the same calendar year, until a

motion to reconsider, presented by a prevailing member, has been passed by a majority of the members present.

- i) Debate on a motion to reconsider must be confined to reasons for or against reconsideration.
- ii) If a motion to reconsider is decided in the affirmative, such reconsideration shall not be made until a subsequent meeting of the Council/Committee and must be presented to the Clerk in the form of a Notice of Motion prior to the preparation of the agenda for that meeting.
- iii) No more than two motions to reconsider the same question shall be permitted in the same calendar year.
- iv) In the event of resolution that was defeated due to an equality of votes, both sides shall be considered as prevailing.

## **16. Voting**

- a) Voting shall be by way of a "show of hands" in favour or against, except when a recorded vote is requested by any member.
- b) The Chair, except where disqualified to vote, may vote on all questions.
- c) After the Chair commences to take a vote on a question, no member shall speak to such question or present any other motion until a vote has been taken on such questions.
- d) The Chair or the Clerk shall announce the results of the vote once the vote is completed.
- e) Where a vote is taken for any purpose and a member request immediately prior to the taking of the vote that the vote be recorded, each member present, except otherwise prohibited by law to vote, shall announce his vote openly and individually in favour of or against the questions.
  - i) The Mayor shall call by name the members present in alphabetical order and the clerk shall record each member's vote, and such vote shall be recorded in the minutes.
  - ii) Every member present at a meeting who refuses or fails to vote during a recorded vote and when permitted by law to vote on the question, shall be deemed as voting against the questions.
  - iii) After completion of the recorded vote the Mayor shall announce the results.
- f) If there is no request for a recorded vote, a member may request the Clerk to record

his/her vote only, either for or against the question, as the case may be.

- g) Any question on which there is an equality of votes shall be deemed to be defeated, except where expressly provided in legislation.

## **17. By-laws**

- a) No by-law, except the by-law to confirm the proceedings of Council, shall be presented to Council unless the subject matter has been considered and approved by Council.
- b) Every by-law shall be presented in printed format and shall contain no blanks except as may be required to conform to accepted procedure, or to comply with provisions of any Act.
- c) A by-law shall be introduced by the Clerk reading the motion which will state:
  - i) who is the proposer and who is the seconder.
  - ii) whether the by-law is being read the first time only; a first and second time only; or a first second and third time and finally passed.
  - iii) a short description of its contents.
- d) A summary of the contents of the by-law shall be contained in the agenda and incorporated into the by-law motion. If a majority of the Council present wishes the by-law to be read in its entirety, the Clerk shall do so.
- e) Every by-law shall have three readings prior to it being passed.
  - i) The first and second reading shall be decided without amendment or debate
  - ii) Following the first and second reading, Council shall receive the by-law, and the by-law shall be open to debate and amendment before it is ordered for the third reading.
  - iii) All amendments to a by-law shall be presented in the form of a motion and shall be voted on before the by-law is ordered for the third reading.
  - iv) The Clerk shall be authorized to provide a copy of the by-law, as amended, and shall be responsible for its correctness when amended.
- f) A by-law may be given three readings on the same day except when requested otherwise by resolution passed by a majority of the members present or unless otherwise provided by law.

- g) The Clerk shall set out on all by-laws enacted by Council, the date of the several readings, as the case may be.
- h) Upon passage, a by-law shall be signed by the Mayor and Clerk and shall be embossed with the seal of the corporation.
- i) Council may employ a confirmatory by-law, immediately prior to adjournment for the purpose of validating decisions, and directing officers and staff to take action required.

**18. Addendum**

- a) There shall only be an addendum to an agenda for a meeting when one or more items arise after the closing of the deadline for preparation of the agenda and prior to the meeting, which items the Clerk believes are of urgent nature and require the immediate consideration of Council/Committee at the meeting.
- b) Before any addendum may be dealt with, a resolution must be passed by a majority of the members present, authorizing the Council/Committee to deal with all or any of the items in the addendum.

**19. Notices of Motion**

- a) Notices of motion may be submitted to the Clerk by a member at any time and each notice of motion the Clerk has received prior to the preparation of the agenda shall be included on the agenda for that meeting under the item "motions."
- b) A notice of motion in writing may also be received by the Clerk prior to the closing of a meeting and in this event the Chair or the Clerk shall read the notice of motion, and it shall be duly recorded in the minutes and form part of the agenda for the subsequent meeting under the item "motions".
- c) A Notice of Motion shall not be considered or otherwise disposed of by the council unless the mover of the motion attends the meeting where the Notice is being considered.
- d) A motion for which notice was given in accordance with this by-law must be moved and seconded at the meeting at which it appears on the agenda for debate.
- e) A notice of motion must be presented in the appropriate motion format, on the appropriate municipal form.

**20. Announcements and Inquiries**

- a) Verbal announcements may be made by any member of the Council/Committee or the Clerk upon approval by the Chair to do so.
- b) Inquiries shall deal with an item of an immediate nature not previously dealt with, for

the purpose of clarification, and shall not be used to table new items that require the Council's/Committee's consideration.

## **21. Closed Session**

- a) All Council and Committee meetings shall be open to the public.
- b) Despite Part 21(a), a meeting or part of a meeting shall be closed to the public if the subject matter being considered is:
  - i) the security of the property of the municipality or local board.
  - ii) personal matters about an identifiable individual, including municipal or local board employees.
  - iii) a proposed or pending acquisition of land for municipal or local board purposes.
  - iv) labour relations or employee negotiations.
  - v) litigation or potential litigation, including matters before administrative tribunals affecting the municipality or local board.
  - vi) the receiving of advice that is subject to solicitor-client privilege, including communications necessary for that purpose.
  - vii) a matter in respect of which Council, a committee or other body has authorized a meeting to be closed under another Act.
  - viii) a matter that relates to the consideration of a request under the Municipal Freedom of Information and Protection of Privacy Act, if the Council, board, commission or other body is designated as head of the institution for the purposes of that Act.
- c) Before holding a meeting or part of a meeting that is to be closed to the public, a Council or local board shall state by resolution:
  - i) the fact of the holding of the closed meeting; and
  - ii) the general nature of the matter to be considered at the closed meeting.
- d) Subject to Part 21(e), a meeting shall not be closed to the public during the taking of a vote.
- e) Despite Part 21(d), a meeting may be closed to the public during a vote if:
  - i) Part 21(b) permits or requires a meeting or part of a meeting to be closed to the public; and

- ii) the vote is for a procedural matter or for giving directions or instructions to officers, employees or agents of the municipality or local board or persons retained by or under contract with the municipality or local board.
- f) The presentation of the annual report of the auditors shall be presented to the Council and debated in Closed Session if deemed necessary. Once approved in the open Council/Committee, it shall be made available to the public.
- g) Unless specifically requested to remain for a "closed session", all staff, except for the Clerk, and the public shall leave the meeting room.
- h) Upon completion of the closed session, a motion to rise and reconvene to the Regular/Special meeting shall be passed, and Council/Committee shall report any results and any resolutions to the public, if appropriate.

## **22. Adjournment and Curfew**

- a) Meetings of Council shall stand adjourned at the hour of 22h00 / 10:00pm. Should Members of Council wish to continue dealing with business beyond the curfew, a motion of two-thirds (2/3) of Members present and voting shall be required to suspend the rule and to continue the meeting.
- b) Whereby Part 22(a), in the event that a meeting is extended beyond curfew as provided for herein, in no circumstances shall the meeting extend beyond the hour of 22h30 / 10:30pm.
- c) Members of Council/Committee and the public may not leave their places on adjournment until the Chair leaves the chair.

## **23. Rules of Debate**

- a) The Chair may speak on any matter either before the commencement of the debate on that matter, or to close the debate on any matter after everyone else wishing to speak has spoken.
- b) After being recognized by the Chair, a member shall respectfully acknowledge the Chair prior to speaking on any matter.
- c) A member who moves a motion has the first right to speak on that motion after that the Chair and the seconder have the right to speak next on the motion.

## **24. Points of Order**

- a) The Chair shall preside over the conduct of the meeting, including the preservation of good order and decorum, ruling on points of order and deciding all questions relating to the orderly procedure of the meetings.

- b) When a member wishes to call attention to what the member believes to be a violation of the rules of procedure, the member shall, when recognized by the Chair, raise the point of order. On raising the point of order, a member shall state the point of order with a concise explanation and the Chair shall rule upon the point of order.
- c) Unless a member immediately appeals the ruling of the Chair, the ruling on the point of order shall be final.
- d) If an appeal is made, the member appealing shall, after announcing the appeal, state the reasons for the appeal and the Chair may then indicate why the appeal should be rejected and the ruling upheld.
- e) Without debate, the remaining members by roll call will then vote on the appeal and its decision shall be final.
- f) If the appeal is upheld, then the Chair shall change the ruling; accordingly, if the appeal is rejected, then the Chair's ruling stands.

**25. Staff Attendance- Council Meetings**

The Department Heads or their designates shall render assistance to the Council or Committees and shall attend meetings of the Council as directed by the CAO (Chief Administrative Officer).

**26. Seat Allocation**

The Clerk, in consultation with the Chair, shall designate the seating arrangements for Council/Committee members, the municipal staff, and the public at meetings. The seating arrangement established shall be in effect for the full three-year term of the Council/Committee.

**27. Points Not Provided For**

- a) Subject to the provisions of the Municipal Act, and except as expressly provided in this by-law, Robert's Rule of Order shall be referred to when questions arise respecting the interpretation of the rules contained in this by-law, and on all points of order or procedure not provided for in this by-law.
- b) Subject to 24(a) all points of order or procedure not provided for in this by-law shall be decided by a vote of Council/Committee members present.

**28. Suspension of Procedures**

Any standing rule, order of Council/Committee or provision in this by-law may be suspended, for a particular meeting, by resolution of Council/Committee passed

by a majority of the members present.

**29. Amendment or Repeal of By-Law**

- a) Any provision contained in this by-law may be amended, varied, or repealed, and additions may be made to this by-law by a majority vote, provided that no motion for that purpose be considered unless notice thereof has been given at a preceding regular meeting, and such notice may not be waived.
- b) All by-laws inconsistent with this by-law are hereby repealed.

**30. Enactment**

This by-law shall come into force and take effect immediately upon the final passing thereof.

**READ A FIRST, SECOND AND THIRD**

**TIME AND FINALLY PASSED THIS**

\_\_\_\_\_ **DAY OF** \_\_\_\_\_ **2024**

) \_\_\_\_\_

) **MAYOR**

)

)

) \_\_\_\_\_

) **CLERK**



CORPORATION OF THE MUNICIPALITY OF MARKSTAY-WARREN

BY-LAW 2024-\_\_

Being a by-law to provide rules governing the proceedings of the council, the conduct of its members and the calling of meetings.

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**TO:** Council  
**FOR:** Decision  
**DEPARTMENT:** Administration  
**DATE:** August 7, 2024

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**SUBJECT :** Caisse Alliance Signing Authority

## **BACKGROUND**

Caisse Alliance, our banking partner, needs to update its list of signing officers for the Municipality of Markstay-Warren. There is no need for a By-law, just a Council Resolution.

Here is the proposed list of signatories:

- Kim Morris – CAO/Clerk
- Pam McCracken – CFO
- John Groulx – Assistant Treasurer
- Ronny Theiss – Manager of Public Works
- Rachelle Poirier – Deputy Mayor
- Steven Olsen – Mayor

## **RECOMMENDATION**

THAT Council approve the proposed list of signatories for Caisse Alliance.