Municipalité de / Municipality of Val Rita-Harty
November 10, 2026 - Special Meeting of Council - 06:00 PM

1 Appel à l'ordre/Called To Order

This Special Meeting of Council is called to order at ____p.m.

2 Adoption de l'ordre du jour/Approval of Agenda

THAT the agenda be adopted as circulated.

3 Déclarations d'intérêts divergents (pécuniaires)/Declarations of Disqualifying Interest (Pecuniary)

4 Délégations/présentations/Delegations/Presentations

5 Session de travail du Comité plénier/Committee of the Whole Working Session

5.1 Holiday Season Gift Policy

- Holiday Season Gift Policy Report
- Holiday Season Gift Policy Current Policy

5.2 Notice Provisions Bylaw Update to Current

- Notice Provisions Bylaw No. 1277-26 DRAFT - Update to Current

5.3 Closed Session Protocol Draft Bylaw - Update with Electronic Devices

- Closed Session Protocol Draft Bylaw No. 1278-26 - Update with Electronic Devices

5.4 Workplace Harassment Policy

- Draft Workplace Harassment Policy

6 Approbation du procès-verbal de la (des) dernière(s) réunion(s)/Approval of the Minutes of the Most Recent Meeting (s)

THAT Council for the Municipality of Val Rita-Harty adopt the minutes of the Special Council meeting of October 29, 2026 as circulated.

- Special Meeting of October 29, 2026

7 Orientations du Conseil pour la réunion précédente/Council Direction From the Previous Meeting

7.1 HR Policy - Schedules "A" and "B"- November 10th or 12th Special Council Meeting- Final Draft

7.2 Levels of Service - Performance Measures - November 10th or 12th Special Council Meeting - Final Draft

8 Affaires législatives/Legislative Matters

8.1 Bylaws

8.1.1 Bylaw No.1276-26 Fire Dispatch Services

THAT Bylaw No. 1276-26, being a bylaw to authorize the Deputy Clerk to execute the agreement with Timmins Police Service Board for Fire Communication and Dispatch Services be read and adopted this 10th day of November 2026.

- Bylaw No. 1276-26 Fire Dispatch Services Recommendation Report
- Timmins Police Services Board Email
- Fire Dispatch Services Agreement

8.1.2 Bylaw No. 1277-26 - Provision of Notice Bylaw

THAT Bylaw No. 1277-26, being a bylaw to establish a Notice Requirements Policy be read and adopted this 10th day of November 2026.

8.2 Bylaw No. 1278 -26 - Closed Meeting Protocol

THAT Bylaw No. 1278-26, being a bylaw to establish a Closed Meeting Protocol be read and adopted this 10th day of November 2026.

9 Affaires administratives/Administrative Matters

9.1 MNR Ontario Road Network MOU

THAT Council for the Municipality of Val Rita-Harty receive the report from the Deputy Clerk regarding the MOU for Permission to use Val Rita-Harty road network data and FURTHERMORE authorizes the Deputy Clerk to execute the MOU with the Ministry of Natural Resources.

- MNR Ontario Road Network MOU Recommendation Report
- MNR Ontario Road Network MOU

9.2 Restricted Acts and 2026 Post-Election Report

THAT Council receive the report from the Deputy Clerk/Elections Clerk regarding Restricted Acts and the 2026 Post-Election report.

- Restricted Acts and 2026 Post-Election Report
- Election Statistics
- Official Results

9.3 ROMA Attendance and Ministerial Delegation(s)

THAT the Municipality of Val Rita-Harty Council approves the attendance of Mayor-Elect Lambert and one Councillor to the ROMA conference being held in Toronto January 24-26 and FURTHERMORE that delegation requests be submitted pertaining to: ----------

- ROMA Attendance and Ministerial Delegation(s) Report
- ROMA Attendance and Ministerial Delegation(s)

9.4 Holiday Season Gift Policy

THAT the Municipality of Val Rita-Harty Council recommends the Holiday Season Gift Policy, as amended, be adopted and direct staff to institute a Standard Operating Procedure for implementation of the policy and annual costs be included annually in the budget.

9.5 Public Works October Report

THAT the Public Works October Equipment Report be received.

- Public Works October Equipment Report

10 Questions relatives à l'encadrement/Leadership Issues

11 Huis clos/Closed Session

THAT Council move to Closed Session meeting at 8:07 p.m. pursuant to Section 239(2) of the *Municipal Act* to consider: (a) the security oft he property of the municipality or local board, (b) personal matters about an identifiable individual, including municipal or local board employees regarding a confidential employment matter and (k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality of local board regarding HR matter,(2) a Succession & transition plan and cybersecurity matters.

12 Report from Closed Meeting Session

Council returned to public session at _____ p.m. Council met in Closed Session pursuant to Section 239(2) of the *Municipal Act* to consider: (a) the security of he property of the municipality or local board, (b) personal matters about an identifiable individual, including municipal or local board employees regarding a confidential employment matter and (k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality of local board regarding HR matters (2), succession & transition plan and cybersecurity matters. Council directed _____

13 November 12, 2026 meeting Notice

That Council confirm the scheduling of a Special Meeting of Council for November 12, 2026.

14 Confirmation des procédures/Confirmation of Proceedings

THAT Bylaw No. 1279-26, being the Confirmatory Bylaw for the Special Council meeting of November 10, 2026 be read and adopted this 10th day of November, 2026.

Bylaw No. 1279-26 - Confirmatory Bylaw

15 Ajournement/Adjournment

THAT this Special Meeting of Council be adjourned at _____p.m.

Municipalité de Val Rita-Harty Municipality

Item #: Working Group	**Personnel responsable / staff: Deputy Clerk**
Date : November 10, 2026	**pour / for: conseil / Council**
Sujet / Re : Holiday Season Gift Policy	

Description:

The attached Holiday Season Gift Policy was approved by Council in December, 2024. Council Working Group is requested to review the policy and provide direction to staff.

Lien avec plan stratégique / Link to Strategic Plan:

The report aligns with the Municipal Strategic Plan by ensuring transparency and accountability.

Recommandation / Recommendation:

THAT the Municipality of Val Rita-Harty Council recommends the Holiday Season Gift Policy, as amended be adopted and direct staff to institute a Standard Operating Procedure for implementation of the policy and annual costs be included during budget deliberations.

Financial Implications: 2026 budget

Rapport soumis par / respectfully submitted:

Barbara Major, Deputy Clerk

CORPORATION OF THE TOWNSHIP OF VAL RITA-HARTY

SUBJECT:	**Holiday Season Gift Policy**
POLICY TYPE:	**HUMAN RESOURCES**
POLICY NUMBER:	**HRD-017**
ISSUE DATE:	**December 10th, 2024**
REVISION DATE:	

POLICY

The purpose of this Policy is to outline the guidelines for providing a Holiday Season Gift to municipal employees.

DEFINITIONS

Holiday Season Gift: A discretionary monetary sum provided to all municipal employees on the occasion of the Holiday Season which occurs annually between the 24th of December and 2nd of January.

SCOPE

This Policy applies to all eligible municipal employees.

RESPONSIBILITY

The municipal administrator/CAO/or equivalent, at his/her discretion, may distribute a Holiday Season Gift to municipal employees to mark the Holiday Season.

PROCEDURE

Eligibility:

1. All full-time and part-time municipal employees gainfully employed by the Municipality during the Holiday Season may receive a Holiday Season Gift.
2. Municipal employees on leave (paid or unpaid) during the Holiday Season may receive a contribution at the municipal administrator/CAO/or equivalent's discretion.
3. Contractors employed by the Municipality are not eligible.

Gift Amount:

1. The municipal administration/CAO/or equivalent may select an amount between $50 to $100.
2. The Gift shall be in the form of a gift certificate or cheque.
3. Gift certificates shall be purchased from a registered business operating within municipal boundaries.
4. The Gift shall be subject to applicable Provincial/Federal taxation rules.
5. All municipal employees shall receive the same amount.
6. Under exceptional circumstances only, the Administrator/CAO/or equivalent may submit a recommendation to Council to issue an amount above the Policy threshold. Any change shall be approved by resolution of Council.

Distribution Method:
Gifts will be distributed before the Holiday Season.

Administration:
1. The Administrator/CAO/or equivalent shall be responsible for administering this Policy, its Guidelines, and ensure compliance with all applicable laws and regulations.
2. Any dispute regarding eligibility or amount shall be brought, and addressed, and administrated by the Administrator/CAO/or equivalent in accordance with this Policy.

Review, Amendment or Cancellation:
1. The Administrator/CAO/or equivalent may review, amend, or cancel this Policy upon the passing of a resolution by the Council of the Municipality of Val Rita-Harty.

Summary Information

Policy Name:	Holiday Season Gift Policy
Issue Date:	December 10th, 2024
Approval Date:	December 10th, 2024
Last Revision Date:	**December 10th, 2024**

Approval Resolution Number: 24-138

THE CORPORATION OF THE
TOWNSHIP OF VAL RITA HARTY

BYLAW NUMBER 1277-26

BEING A BYLAW TO ESTABLISH A NOTICE REQUIREMENTS POLICY FOR THE CORPORATION OF THE TOWNSHIP OF VAL RITA-HARTY AND TO REPEAL BYLAW NO. 873-10

Legal Authority

Scope of Powers

Section 224 of the *Municipal Act, 2001,* as amended, provides that it is the role of Council to ensure the accountability and transparency of the operations of the Municipality, including the activities of the senior management of the Municipality.

Section 270(1) of the *Municipal Act, 2001,* as amended, provides that municipalities shall adopt and maintain policies with respect to matters including the circumstances in which the municipality shall provide notice to the public and, if notice is to be provided, the manner and times notice shall be given.

Section 270(1) of the *Municipal Act, 2001*, as amended, provides the manner in which the Municipality will try to ensure that it is accountable to the public for its actions, and the manner in which the Municipality will try to ensure that its actions are transparent to the public.

Preamble

Council for the Corporation of the Township of Val Rita-Harty is interested and committed to ensuring an accountable and transparent Corporation through the provision of reasonable notice to enable citizens to be aware of the business of the Municipality.

Direction

Council of the Corporation of the Township of Val Rita-Harty deems it expedient to set out the minimum notice requirements that Council considers will provide adequate and reasonable notice. The purpose of the policy is to establish standards for the giving of reasonable notice to the public. The Council of the Corporation of the Township of Val Rita-Harty hereby approves the Notice Requirements Policy by means of this Bylaw.

Decision/Direction

NOW THEREFORE the Council for the Municipality of Val Rita Harty enacts as follows:

1. The Notice Requirements Policy, attached hereto as Schedule “A” and forms part of this Bylaw, is hereby adopted.

2. This bylaw shall come into force and take effect on the date of its final passing.

3. THAT Bylaw #873-10 and any associated resolution(s) are hereby repealed.

Read and adopted by Resolution 26- this 10th day of November, 2026.

Mayor	Deputy Clerk

SCHEDULE "A" TO BYLAW NO. 1277-26

1.0 POLICY STATEMENT

The Corporation of the Township of Val Rita-Harty is interested and committed to ensuring an accountable and transparent corporation.

2.0 PURPOSE

Accountability, transparency and openness are standards of good government that enhance public trust. The Township of Val Rita-Harty is committed to accountable and transparent governance through the provision of notice thereby enabling citizens to be aware of the business of the Municipality. The purpose of this policy is to establish standards for the giving of reasonable notice to the public.

3.0 SCOPE

This policy shall apply to all members of Council and Staff of the Corporation of the Township of Val Rita-Harty.

4.0 DEFINITIONS

"Act" means the *Municipal Act, S.O. 2001, C. 25*, as amended.

"Municipal Bulletin" means a bulletin distributed by Canada Post by means of mass mailing to all ratepayers published periodically by the Municipality.

"Bulletin Board" means the bulletin board located in the interior lobby of the Township of Val Rita-Harty Administration Office, 106 Government Road, Val Rita, Ontario and may also include the front entrance door.

"Clerk" means the Clerk of the Corporation of the Township of Val Rita-Harty or designate.

"Council" means the municipal Council of The Corporation of the Township of Val Rita-Harty.

"Days" means the number of calendar days to include Saturdays, Sundays and holidays.

"Mail" means mail that is sent by the Municipality and is delivered by Canada Post or a courier service.

"Municipality" shall mean The Corporation of the Township of Val Rita-Harty.

"Notice" means a written, printed, electronic, published or posted notification or announcement.

"Plain Language" means written in such a way as to be clearly understood by members of the general public, avoiding the use of jargon or complicated language wherever possible.

"Registered Mail" means prepaid mail that requires the recipient to sign for it and is delivered by Canada Post or a courier service.

"Social Media" refers to the Corporation of the Township of Val Rita-Harty official accounts on internet-based technologies and sites specifically designed for the public dissemination of information, news and other matters of interest in a freely available manner. These include (but are not limited to) Facebook and municipal website at www.valharty.ca

"Township" means the Corporation of the Township of Val Rita-Harty.

"Website" means posting notification or announcement on the Corporation of the Township of Val Rita-Harty website at www.valharty.ca

5.0 APPLICATION

Where the Township is required to give Notice under a provision of the *Municipal Act* or the *Planning Act,* the notice shall be given in a form and manner and at times indicated in this Bylaw unless:

a) The Act, another state, or a regulation prescribes or permits otherwise;
b) The requirements for notice are prescribed in another policy or resolution; or
c) Council directs that other public notice is to be given as the Council considers necessary in the circumstances, upon adoption of a resolution of Council.

The form, manner and timing for giving of notice as set out in this policy shall be deemed to be the minimum requirement and nothing in this policy shall prevent the use of more comprehensive methods of Notice or for providing for a longer period.

Wherever possible, public notice should be written in plain and clear language in a manner that promotes openness and engagement from members of the public and in an accessible format thereby reducing barriers to the public.

6.0 CONTENT OF PUBLIC NOTICES

Notice to the Public shall contain the following information, when applicable, unless otherwise prescribed:

- A general description of the subject matter under consideration or otherwise involved;
- Reference to the applicable legislation, regulation or Township Bylaw under which the Notice is being given;
- Where the matter relates to a defined location, sufficient particulars of the location to identify it generally, such as reference to a municipal address or street intersection, or a legal description or plan or key map;
- The purpose of any meeting of which notice is required to be given or the purpose and effect of the proposed action;
- Date, time and location of any meeting at which the subject matter will be considered of which Notice is required to be given;
- Where written submissions may be made, or where delegations for the purpose of providing a verbal submission can be registered, the name and title of the person to whom they are to be sent, together with the email address/address of the official and the deadline for receipt of such submissions;
- That the Notice is given by The Corporation of the Township of Val Rita-Harty, or by the Clerk on its behalf;

- That Notices direct the public to the Township Website for additional information. For example: “For more information about this matter or other public services delivered by the Township of Val Rita-Harty see www.valharty.ca ;

- The Notice shall contain a notice indicating “**alternative formats are available upon request”.**

The notice for council meetings shall be in the form of an Agenda which shall first make mention of the day, time and place for the meeting and is posted on the Township website. The annual Regular Council meeting schedule, as approved annually by Council, will be posted on the Township website.

7.0 NOTICE OF SUBSEQUENT MEETINGS

If a decision is not made at the meeting specified in the Public Notice, a statement should be made by the Chair at the meeting specifying the date, time and location of any subsequent meeting, at which consideration of the matter will ensue and such statement will be recorded in the Minutes of the meeting at which it was made.

No additional prescribed notice will be required for subsequent meetings where a matter has been deferred to a subsequent meeting unless otherwise determined by Council.

8.0 EMERGENCY PROVISION/UNFORESEEN CIRCUMSTANCES

a) Upon the declaration of a state of emergency by the Township or the Province of Ontario under the *Emergency Management and Civil Protection Act,* or any other circumstances that is considered to be of an urgent or time sensitive nature, or which could reasonably be construed to affect the health or well-being of the residents of the Township, the notice requirements will be as is deemed reasonable under the circumstances.
b) In unforeseen circumstances where Notice Bylaw requirements cannot be met/provided, for example: power outages, weather situations, technological difficulties, etc… public notice will be posted at a minimum on the Administration Building entrance door and bulletin board(s) with notice being posted on the website and Facebook as soon as possible thereafter.

9.0 RESPONSIBILITY

It is the responsibility of the appropriate Department in coordination with the Clerk to ensure notice requirements applicable to their Department are met, and that the notices meet the Town’s accessibility requirements.

10.0 ACCESSIBILITY

It is the responsibility of the Department Head in coordination with the Clerk to ensure notice requirements applicable to their Department meet the Township’s commitment to accessibility requirements. If requested, staff are to provide materials in an alternative format.

11.0 GENERAL

Where separate Bylaws have been enacted in accordance with provisions contained in the Act, the notice provisions set out in such By-Laws will prevail.

12.0 NOTWITHSTANDING PROVISION

Where notice of intention to pass a Bylaw or notice of a public meeting is required to be provided and the timeframe for such notice is not prescribed in the *Act* or its Regulations or otherwise addressed in this Bylaw, notice shall be given at a minimum on the Township Website at by means of posting of the relevant Council meeting agenda.

13.0 AMENDMENTS

Over time, additional notice requirements may be determined. In such case, the attached Schedule "B" Appendix 1 shall be amended and updated, if required. Delay in amending Schedule "B" Appendix 1 does not preclude the implementation of notice requirements as determined by Council or staff or legislation. Schedule "B" and Appendix 1 can be amended by means of resolution of Council.

14.0 UPDATING POLICY AND PROCEDURE

The Clerk is hereby authorized to update this policy with changes to bylaw and policy/procedure references for those bylaws and policies listed in this policy. Any additions or deletions to the policy shall be endorsed by Council by means of resolution.

15.0 REVIEW PERIOD

This Bylaw shall be reviewed every five (5) years by the Clerk and will be revised as a result of any changes in legislation.

16.0 SCHEDULE:

In the event that Schedule "A" – Appendix 1, as attached, does not include all instances where the Township of Val Rita-Harty is required to provide notice and where the provision of notice and term of notice is not identified in the *Act* or its regulations, the following shall apply:

<u>Provision of Notice:</u>
Post on the Township of Val Rita-Harty Municipal Bulletin Board and Municipal Building Entrance Door.
Post on the website at www.valharty.ca

SCHEDULE "A" - Appendix 1 to Bylaw No. 1277-26

NOTICE REQUIREMENTS

***Municipal Act Section/*Requirement And/or Subject Matter of Notice**	**Township Notice Requirement Form, Manner and Time**
PART III – SPECIFIC MUNICIPAL POWERS	
Section 34 – Permanent Closure of a Highway No public notice requirement	Mail Notice of Intent to all persons who abut the affected highway closure prior to passing of Bylaw. Notice to be posted on website and on the Municipal office lobby bulletin board 21 days prior to the matter being considered by Council or Committee.
Permanently Altering a Highway If the alternation is likely to deprive any person of the sole means of motor vehicle access to and from the person's land over any highway. No public notice requirement	Mail Notice of Intent to all persons who abut the affected highway closure prior to passing of By-Law . Notice to be posted on website and on the Municipal office lobby bulletin board 21 days prior to the matter being considered by Council or Committee.
Naming or Changing the Name of a Highway No public notice requirement	Mail Notice of Intent to all persons who abut the affected highway prior to passing of Bylaw. Notice to be posted on website and on the Municipal office lobby bulletin board 14 days prior to the matter being considered by Council.
Section 48 - Change/Naming of Private Roads A local municipality may name or change the name of a private road after giving public notice of its intention to pass the Bylaw.	Mail Notice of Intent to all persons who abut the affected highway prior to passing of Bylaw. Notice to be posted on website and on the Municipal office lobby bulletin board 14 days prior to the matter being considered by Council.
Section 81- Shut off of Public Utility A municipality may shut off the supply of a public utility by the municipality to land if fees or charges payable by the owners or occupants of the land for the supply of the public utility to the land are overdue. Reasonable notice required.	Form: printed on standard forms and includes the total amount owing, the due date for payment of outstanding amount; the date of earliest disconnection of service if account is not paid in full by the due date; name/title of contact at Township Office. Manner: Letter to property owner hand delivered and posted on land in a conspicuous place no less than 7 days prior.

Section 99 – Advertising Devices No public notice requirements	Notice is given to the public through the posting of the Council meeting agenda on the website
Section 110 – Agreements for Municipal Capital Facilities A municipality may enter into agreements for the provision of municipal capital facilities by any person, including another municipality. Upon passing the bylaw, the municipality shall give notice.	As per requirements stipulated in the *Municipal Act, 2001, as amended.*
Section 110 – Notice of Tax Exemption By-law The municipality may exempt from taxation for municipal and school purposes land or a portion of it on which municipal capital facilities are or will be located (under specific conditions). Upon passing of the bylaw, the municipality shall give notice.	Written notice in accordance with the requirements stipulated in the *Municipal Act, 2001, as amended.*
Section 150 – General Licensing Powers A municipality may pass a bylaw to provide for a system of licenses with respect to any business wholly or partially carried on with the municipality. No public meeting requirement No public notice requirement.	Notice is given to the public through the posting of the Council meeting Agenda on the website.
PART V – MUNICIPAL REORGANIZATION	
Section 173 – Municipal Restructuring Proposal The Council of a municipality votes on whether to support or oppose a restructuring proposal. Council shall consult with public by giving notice; hold at least one public meeting; consult with Minister prescribed bodies/persons; consult with other persons Town considers appropriate.	Council shall hold at least one public meeting. Notice to be posted on website – 14 days prior to the public meeting. May include other notice prescribed by the Minister. Notice to be posted on Municipal office lobby bulletin board As per requirements stipulated in the *Municipal Act, 2001, as amended.*
Section 187 – Change Changing the name of a municipality. Notice of intention required to pass Bylaw and hold at least one public meeting.	Council shall hold at least one public meeting prior to passing bylaw. Notice to be posted on website – 14 days prior to public meeting. Notice to be posted on Municipal office lobby

	bulletin board
Section 204-210 – Business Improvement Area A municipality may designate an area as an improvement area and may establish a board of management. Before passing a by-law, notice shall be provided as required under the Act.	No BIA in Township of Val Rita-Harty As per requirements stipulated in the *Municipal Act, 2001, as amended.*
Section 211 – Business Improvement Area Repealing Bylaw Council shall give notice of a proposed Bylaw to repeal a Bylaw establishing a business improvement area. Before passing Bylaw, notice shall be provided as required under the Act.	No BIA in Township of Val Rita-Harty As per requirements stipulated in the *Municipal Act, 2001, as amended.*
Section 216 – Dissolution of Local Boards Power to dissolve or change Local Boards No Public notice requirement	Notice is given to the public through posting the Council agenda, at which the matter will be considered, on the website.
Section 217-219 – Composition of Council A municipality may change the composition of its Council. Before passing a bylaw described in Section 218, the municipality shall give notice of its intention to pass the Bylaw and shall hold at least one public meeting to consider the matter.	Council shall hold at last one public meeting. Notice on website 14 days prior to the public meeting. Posting of notice on Municipal office lobby bulletin board
Section 222 – Establishment of wards A municipality may divide or re-divide the municipality into wards or dissolve existing wards. No requirement for public meeting.	Council shall hold at last one public meeting. Notice on website 14 days prior to the public meeting. Posting of notice on Municipal office lobby bulletin board
Within 15 days after a bylaw is passed, the Municipality shall give notice of the passing of the bylaw to the public specifying the last date or filing a notice of appeal.	Website posting within 15 days passing of bylaw.
PART VI – PRACTICES AND PROCEDURES	
Section 238 – Procedural Bylaw A municipality shall pass a procedure bylaw for governing the calling, place, proceedings and providing public notice of meetings of Council and its Committees. Public notice requirement prior to passage of a	Any change to the procedural bylaw or the introduction of a new procedural bylaw will require public notice. Notice is given to the public through the posting of the Council meeting Agenda on the website

procedural bylaw.	
Section 238 (2.1) – Notice of Public Meetings The Procedure Bylaw shall provide for public notice of meetings.	Notice is given to the public through the posting of the regular annual Council meeting Agenda, as approved by Council, on the website. Notice may be given at each Council meeting of upcoming meetings by means of agenda item called "Calendar"
Section 270.1 – Sale of Land A municipality shall adopt and maintain policies with respect to the sale and other disposition of land. Reasonable notice shall be provided to those who are most likely expected to be affected.	Notice on website 14 days prior to the selling of the land by means of posting on the website the Council agenda at which the matter will be considered. Sale to be undertaken in accordance with Sale of Surplus Property policies and procedures.
PART VII, VIII, IX, X, XI – FINANCIAL ADMINISTRATION AND TAXATION	
Section 290-291 – Budget - Adopt or Amend Advertising a budget or amending the budget. No public notice requirement No public meeting requirement	Notice on website 14 days prior to the public meeting by means of posting Council agenda on the website.
Section 295 – Publication of Financial Statements Audited financial statements, the notes to the financial statements, the auditor's report and the tax rate information for the current and previous year as contained in the financial review. Within 60 days after receipt, the Treasurer to make public copy of statements and/or notice that statements are available upon request.	As per requirements stipulated in the *Municipal Act, 2001, as amended.* Notice to be posted on website within 60 days after receiving the audited financial statements of the municipality for the previous year.
Section 308 (22)(b) – Establishment of Tax Ratios The Minister may make regulations requiring municipalities that establish tax ratios to give notice of the tax ratios to such persons and in such manner as prescribed.	As per requirements stipulated in the *Municipal Act, 2001, as amended.*
Section 318 – Phase-in of Tax Changes Resulting from Reassessments A notice of demand of taxes payable in respect of which there is a phase-in shall indicate the amount of taxes that would have been payable without the phase-in, the amount of taxes that are payable and	As per requirements stipulated in the *Municipal Act, 2001, as amended.*

the difference.	
Section 331 – Taxes on Eligible Property Within 60 days of receiving the notice by the assessment corporation, the municipality shall determine the taxes for municipal and school board purposes for each eligible property for the year or portion of the year and shall provide notice as per the *Act.*	As per requirements stipulated in the *Municipal Act, 2001, as amended.*
Section 342 – Tax Collection – Ceasing of Alternative Installments and due dates of taxes Treasurer gives written notice to taxpayer that alternative installments and due dates may no longer be used.	As per requirements stipulated in the *Municipal Act, 2001, as amended.*
Section 343 – Notice of Tax Bill The Treasurer shall send a tax bill to every taxpayer at least 21 days before any taxes shown on the tax bill are due.	As per requirements stipulated in the *Municipal Act, 2001, as amended.*
Section 348 – Determination of Tax Status The Treasurer shall by February 28 in each year determine the position of every tax account as of December 31 of the proceeding year. In making this determination, the Treasurer shall send to every taxpayer who owes taxes from a proceeding year a notice of those taxes and of the related late payment charges. The notice may be sent with a tax bill.	As per requirements stipulated in the *Municipal Act, 2001, as amended.*
Section 350 – Obligations of Tenant-Taxes Owed Where taxes are owed in respect of any land occupied by a tenant, the Treasurer may give the tenant notice in writing requiring the tenant to pay the rent in respect of the land to the Treasurer as it becomes due up to the amount of the taxes due and unpaid plus costs, and the tenant shall comply with the notice.	As per requirements stipulated in the *Municipal Act, 2001, as amended.*
Section 351 – Seizure Personal Property – Public Auction Subject to certain conditions, the Treasurer may seize personal property to recover the taxes and costs of the seizure. The Treasurer or the Treasurer's agent shall give the public notice of the time and place of the public auction and of the	As per requirements stipulated in the *Municipal Act, 2001, as amended.* Written notice by mail, 21 days prior to auction, to sheriff, bailiff, assignee, liquidator, trustee or licensed trustee in bankruptcy.

name of the person whose personal property is to be sold.	Notice to be posted on website – 14 days prior. Notice to be posted on Municipal office lobby bulletin board – 14 days prior.
Section 356 – Division into Parcels Upon application by the Treasurer of the municipality or to the Treasurer by an owner of land, the municipality may divide land into two or more parcels; apportion unpaid taxes; and direct part payment of taxes to each of the parcels.	As per requirements stipulated in the *Municipal Act, 2001, as amended.*
Section 357 – Cancellation, Reduction, Refund of Taxes Upon receipt of an application, and subject to certain conditions, the municipality may cancel, reduce, refund all or part of taxes levied.	As per requirements stipulated in the *Municipal Act, 2001, as amended.*
Section 358 – Overcharges Caused by Gross or Manifest Error Upon receipt of an application and subject to certain conditions, the municipality may cancel, reduce or refund all or part of taxes which were overcharged due to a gross or manifest error in the preparation of the assessment roll.	As per requirements stipulated in the *Municipal Act, 2001, as amended.*
Section 359 – Increase of Taxes as a Result of any Undercharged Caused by a Gross or Manifest Error Upon receipt of an application by the Treasurer, the municipality may increase the taxes levied when the taxes were undercharged due to a gross or manifest error.	As per requirements stipulated in the *Municipal Act, 2001, as amended.*
Section 364 – Vacant Unit Rebate A local municipality may pass a bylaw to provide cancellation, reduction or refund of taxes to owners of property that has vacant portions upon application by the property owner.	As per requirements stipulated in the *Municipal Act, 2001, as amended.*
Section 365.2 – Tax Reduction for Heritage Property If a local municipality passes a Bylaw to provide tax reductions or refunds to eligible heritage properties, the Minister of Finance shall be notified within 30 days after the Bylaw is passed.	As per requirements stipulated in the *Municipal Act, 2001, as amended.*

Section 374 – Notice of Registration Tax Arrears Certificate Notice required to be sent may be given by personal delivery or be sent by certified or registered mail.	As per requirements stipulated in the *Municipal Act, 2001, as amended.*
Section 379 & 380 – Public Sale (Tax Arrears Certificate) Sale of property for tax arrears. Any notice required to be sent may be given by personal delivery or be sent by certified or registered mail.	As per requirements stipulated in the *Municipal Act, 2001, as amended.* Registered mail of Final Notice.
Section 386.2 – Tax Sales – Entering to Carry out Inspection without Warrant A municipality may enter a property to carry out an inspection without a warrant. At least 7 days before inspection, written notice to be provided.	As per requirements stipulated in the *Municipal Act, 2001, as amended.*
Section 386.3 – Tax Sales – Entering to Carry out Inspection with Warrant The Municipality may apply to a provincial judge or justice of the peace for a warrant authorizing a personal named in the warrant to inspect land. At least 7 days before application, written notice to be provided.	As per requirements stipulated in the *Municipal Act, 2001, as amended.*
PART XII – FEES & CHARGES	
Section 391 – Fees and Charges No public notice requirement No public meeting requirement	Notice is given to the public through posting the Council agenda at which the matter will be considered on the website. Amendments to be brought forward via Staff Report to Council.
Section 400 – Regulations Local Improvement Charges – Priority Lien Status Under Section 400, the Minister may make regulations regarding fees and charges with priority lien status, including a requirement that the municipality give notice of its intention to pass Bylaw imposing fees and charges which have priority lien status.	As per requirements stipulated in the *Municipal Act, 2001, as amended.*
Section 400 – Local Improvement Bylaw Before passage, reasonable notice of intention to pass Bylaw to public and to owners of lots liable to	Reasonable notice. As per requirements stipulated in the *Municipal Act, 2001, as amended.*

be specifically charged	
Section 402 – Notice of Debt Upon receipt of application of a municipality to incur a debt the Ontario Municipal Board may direct the municipality to give notice of the application to such persons and in such manner as the Bord determines	As per requirements stipulated in the *Municipal Act, 2001, as amended.*
PART XIII - ENFORCEMENT	
Section 435 – Power of Entry onto Private Land Reasonable time before proposed entry. Notice to occupier of land by personal service or prepaid mail, or by posting notice on land in conspicuous place.	As per requirements stipulated in the *Municipal Act, 2001, as amended.* Notice to occupier of land in writing 7 days in advance.
Section 441 – Collection of Unpaid Licensing Fines If any part of a fine for a contravention of a business licensing Bylaw remains unpaid after the fine becomes due and payable under the *Provincial Offences Act*, the authorized offer may give the personal against whom the fine was imposed a written notice.	As per requirements stipulated in the *Municipal Act, 2001, as amended.*
Section 447 – Court Order to Close Premises The municipality that passed a licensing bylaw in respect of which a closing order was made is a party to any proceedings in accordance with the rules of the court.	As per requirements stipulated in the *Municipal Act, 2001, as amended.*
***PLANNING ACT* NOTICE REQUIREMENTS**	
Section 17 – Official Plans O.Reg 543/06	As per the requirements stipulated in the *Planning Act, 1990, c.P. 13, as amended.*
Sections 34, 36, 38 – Zoning Bylaws, Hold Bylaws, Interim Control Bylaws O.Reg 545/06	As per the requirements stipulated in the *Planning Act, 1990, c.P. 13, as amended.* *(20 days prior notice)*
Section 45 – Minor Variance Applications O.Reg 200/96	As per the requirements stipulated in the *Planning Act, 1990, c.P. 13, as amended.* *(10 days prior notice)*
Sections 50,51 – Plans of Subdivision O.Reg 544/06	As per the requirements stipulated in the *Planning Act, 1990, c.P. 13, as amended.*

Section 53 – Consent Applications O.Reg 197/96	As per the requirements stipulated in the *Planning Act, 1990, c.P. 13, as amended.* *(14 days prior notice)*

THE CORPORATION OF THE
TOWNSHIP OF VAL RITA-HARTY

BYLAW NUMBER 1278-26 DRAFT

BEING A BYLAW TO ESTABLISH A CLOSED MEETING PROTOCOL POLICY AND TO REPEAL BYLAW NO. 1176-24

Legal Authority

Scope of Powers

Section 8(1) of the *Municipal* Act (2001, S.O. 2001, c.25, *("Municipal Act")* as amended, provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate, and to enhance their ability to respond to municipal issues.

Powers of a Natural Person

Section 9 of the *Municipal Act* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act.

Powers Exercised by Council

Section 5(1) of the *Municipal Act* provides that the powers of a municipality shall be exercised by its Council.

Powers Exercised by Bylaw

Section 5(3) of the *Municipal Act* provides that a municipal power, including a municipality's capacity, rights, powers and privileges under section 9, shall be exercised by Bylaw unless the municipality is specifically authorized to do otherwise.

Meetings Open to the Public

Section 239 (1) of the *Municipal Act* provides that all meetings of Council and its Committees shall be open to the public except as related to the exceptions included in Section 239 of *Municipal Act.*

Preamble

Council for the Township of Val-Rita-Harty established Bylaw 1167-26 being a Bylaw to establish rules governing the proceedings of Council, calling of meetings and the conduct of members, staff and the public. Subsection 10 of the Procedural Bylaw outlines rules with respect to Open and Closed Meetings.

Decision

Council of the Corporation of the Township of Val Rita-Harty deems it expedient to establish a Closed Meeting Protocol Policy to ensure compliance with the *Municipal Act* and to provide guidance to the Corporation of the Municipality of Val Rita-Harty Council and staff as it relates to Closed Meetings.

Direction

NOW THEREFORE the Council of the Corporation of the Municipality of Val Rita-Harty directs as follows:

1. That Schedule **"A",** as attached, being the Closed Meeting Protocol Policy, forms part of this Bylaw.

2. THAT Bylaw No. 1176-24 is hereby repealed

3. This Bylaw takes effect on the day of its final passing.

Read and adopted by Resolution 26- this 10th day of November, 2026.

Mayor

Deputy Clerk

TOWNSHIP OF VAL RITA-HARTY
SCHEDULE "A" TO BYLAW NO. 1178-26

COUNCIL - CLOSED MEETING PROTOCOL POLICY

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1. Purpose

The Corporation of the Municipality of Val Rita-Harty acknowledges that all meetings of Council and its Committee shall be open to the public except as related to the exceptions included in Section 239 of the *Municipal Act.*

The purpose of this policy is to ensure compliance with Section 239 (2) and (3) of the *Municipal Act* as well as to provide guidance to the Corporation of the Municipality of Val-Rita Harty Council and staff as it relates to Closed Meetings.

2. Definitions

"Closed Meeting" means a meeting of Council/Committee or part of a meeting which is closed to the public pursuant to Section 239 (2) and (3) of the *Municipal Act.*

"Open Meeting" means a meeting of Council/Committee that is open to the public.

3. Should the Meeting be Closed?

In the interest of accountability and transparency, and when possible, Municipality of Val Rita-Harty Council endeavours to conduct its decision making in public. It is recognized, however, that there are items which should be considered by Council in a Closed Meeting in accordance with the *Municipal Act.*

When determining whether a matter should be considered in a Closed Meeting staff should consider the following questions when determining whether a matter should be considered in a Closed Meeting:

Question 1: Does the matter meet the criteria noted in Section 239 of the *Municipal Act* (Section **** of the Procedural Bylaw as amended).

Question 2: If so, just because the meeting can be discussed in Closed Meeting, is there a compelling reason that it should be?

The determination of whether a matter should be dealt with in a Closed Meeting is the responsibility of the Clerk, in consultation with the Mayor.

4. *Municipal Act* Rules for Closed Meetings

Topic/M.A. Exception	Discussion Can Include	Voting Permissions
Security of Municipal Property	• Municipal property • Municipal facilities • Municipal assets • Management issues identified by auditors	• Procedural matters • Giving Directions or instructions to staff
Personal Matters about Identifiable Individuals	• Municipal employees • Members on various boards and committees	• Procedural matters • Giving Directions or instructions to staff
Proposed or Pending Acquisition or Disposition of Land	• Land purchases • Land sales • Land leases • Expropriation of land	• Procedural matters • Giving Directions or instructions to staff
Labour Relations or Employee Negotiations	• Union or employee negotiations	• Procedural matters • Giving Directions or instructions to staff
Litigation or Potential Litigation	• Current or pending litigation	• Procedural matters • Giving Directions or instructions to staff • Giving Directions or instructions to Legal Counsel
Advice subject to Solicitor-Client Privilege	• Legal opinions, advice • status reports/briefings	• Procedural matters • Giving Directions or instructions to staff • Giving Directions or instructions to Legal Counsel
Matters under other Legislation	• *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) • *Emergency Management and Civil Protection Act* • *Occupational Health and Safety Act*	• Procedural matters • Giving Directions or instructions to staff

Information supplied in Confidence by the federal government, provincial government or Crown agency	• Information explicitly provided in confidence and in writing by the Government of Canada, a province or Crown Agency	• Procedural matters • Giving Directions or instructions to staff

Trade secret or scientific, technical, commercial, financial, or labour relations information supplied in confidence which, if disclosed, could interfere with contractual or other negotiations	• Information explicitly provided in confidence that, upon review by the Clerk, is a trade secret or scientific, technical, commercial, financial or labour relations information that could interfere with negotiations	• Procedural matters • Giving Directions or instructions to staff
Trade secret or scientific, technical, commercial or financial information belonging to the municipality which has a monetary value	• Information explicitly provided in confidence that, upon review by senior municipal staff or the municipal solicitor, is a trade secret or scientific, technical, commercial or financial information that has monetary value or could be sold or exchanged for cash or something of value	• Procedural matters • Giving Directions or instructions to staff
Position, plan, procedure, criteria or instruction to be applied to negotiations carried out by the municipality	• A position, plan, procedure, criteria or instruction directly related to negotiations carried out by the Municipality	• Procedural matters • Giving Directions or instructions to staff
Education and Training	• Council orientation • Team building exercises • Professional development	• No discussion or decisions that materially • advance the business or decision-making of Council/Committee

An ongoing investigation respecting the Municipality by an Ombudsman	• Ongoing investigation by Ombudsman appointed under the Ombudsman Act or Ombudsman appointed by the Municipality	• Procedural matters • Giving Directions or instructions to staff

5. Statutory Requirements for Closed Meetings

Pursuant to Section 239 of the *Municipal* Act:

- Public Notice of the Closed Meeting must be given;
- Before holding a Closed Meeting, Council must state, by resolution, the fact of the holding of the Closed Meeting and the general nature of the matter(s) to be considered at the Closed Meeting.
- All resolutions, decisions, and other proceedings at Closed Meetings are to be recorded without note or comment by the Clerk or designate.
- Any person can request an investigation of whether the Municipality has complied with the *Municipal Act* or the Procedural Bylaw in respect of a meeting or part of a meeting that was closed to the public.
- The Ontario Ombudsman is the Val Rita-Harty Closed Meeting Investigator to investigate any such complaints.
- Any and all investigative reports\correspondence from the Ombudsman are to be made available to the public.

6. Access Requests for Closed Meeting Reports and Materials

Reports and materials prepared for consideration at Closed Meetings are records that may be subject to Freedom of Information requests under the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA). While it would be desirable to protect the confidentiality of records that are considered at Closed Meetings, in the event of an appeal, the Municipality might be ordered to release such records.

7. Closed Meeting Reports and Recommendations

7.1 Reports

Whenever possible, written Closed Meeting reports are preferred over verbal reports as the former provides for a more detailed account of the confidential record. Written reports also ensure that Council and/or Committee is prepared for any decisions they may need to consider in relation to a Closed Meeting discussion. It is also important to ensure that information which can be made available to the public is disclosed appropriately.

7.2 Report Titles

The following standard format is to be used for Closed Meeting report titles and included on Open Meeting agendas for notice purposes:
Confidential Report of the (Department Head) - reference to Topic/Municipal Act Exception>with respect to <reference to subject matter, property location>

7.3 Recommendations

Under the *Municipal Act,* Council or Committee in a Closed Meeting is permitted to vote on procedural motions or to direct or instruct officers, agents or employees. No other decisions or approvals are permitted in a Closed Meeting. Some items conform to this requirement and may be discussed and voted on in Closed Meetings. Other items, however, can and should be voted on in an Open Meeting.

Motions emanating from the Closed Meeting may be read as one all-encompassing motion or may be read and voted upon separately. The following provides examples of procedural motions to be used to rise from the Closed Meeting:

Examples of Procedural Motions

Confidential Report be received for Information: That Council for the Corporation of the Municipality of Val Rita-Harty arise from Closed Meeting at (state time) and report as follows: That Council met in Closed Meeting to consider matters under Section 239.2 (specify) and/or 239.3 (specify) of the *Municipal Act 2001* and the following resolution emanated:

Moved by: Seconded by:
That Council for the Corporation of the Municipality of Val Rita-Harty receive the Confidential Report #1 for information.

Confidential Report Recommendations be Adopted: That Council for the Corporation of the Municipality of Val Rita-Harty arise from Closed Meeting at (state time) and report as follows: That Council met in Closed Meeting to consider matters under Section 239.2 (specify) and/or 239.3 (specify) of the *Municipal Act 2001* and the following resolution emanated:

Moved by: Seconded by:
That Council for the Corporation of the Municipality of Val Rita-Harty adopt the recommendations contained in Confidential Report #1.

Staff Direction: That Council for the Corporation of the Municipality of Val Rita-Harty arise from Closed Meeting at (state time) and report as follows: That Council met in Closed Meeting to consider matters under Section 239.2 (specify) and/or 239.3 (specify) of the *Municipal Act 2001* and the following resolution emanated:

Moved by: Seconded by:
That staff be directed to report back at a subsequent meeting of Council in relation to confidential report XXX.

No Action from Closed Meeting: That Council for the Corporation of the Municipality of Val Rita-Harty arise from Closed Meeting at (state time) and report as follows: That Council met in Closed Meeting to consider matters under Section 239.2 (specify) and/or 239.3 (specify) of the *Municipal Act 2001* and no resolution(s) emanated.

8. Public Disclosure

8.1 Disclosing Closed Meeting Information

Members of Council and Staff shall not disclose or release information considered in a Closed Meeting. This is a standard practice established to protect the interests of both Council and the Municipality.
However, if Council deems it desirable and appropriate to release the final recommendations, the following clause may be included as part of the motion to adopt the recommendations in the confidential report, to authorize staff to release/publish the recommendations adopted by Council:

a) That staff be directed to release the recommendations adopted by Council as it pertains to Confidential Report <report #1>;

8.2 Disclosing Closed Meeting Agenda Items

Although information contained in Closed Meeting reports shall not be disclosed, *the Municipal Act* requires that public notice of meetings be provided in a Procedural Bylaw. The Municipality of Val Rita-Harty Procedural Bylaw requires that there be public notice of meetings and that the agenda, including a list of items to be considered at each meeting, to be posted on the website and made available prior to the meeting.

In order to be accountable and transparent and inform all present in public of matters dealt with in closed session, Council and its committees shall open all meetings in open session and pass a motion to move into closed session. Once matters in the Closed Meeting have been dealt with, Council shall reconvene in open session to disclose, in a general manner, how the agenda items were dealt with in the Closed Meeting. A sample script is attached as Appendix A to the Closed Meeting Protocol.

9. Addition of a Closed Meeting Item Not on the Agenda

In the event an item not appearing on an agenda must be considered at the meeting due to exceptional circumstances involving urgent or time sensitive issues, which require a Council resolution prior to the next regularly scheduled meeting or in advance of the time required to convene a special meeting, the item may be added to the agenda by way of an addition in accordance with the Procedural Bylaw.
In order for a 'time sensitive' matter to be added to an agenda, as soon as practical the Clerk shall be advised of the matter and provided an explanation as to its urgency.

10. Attendance at a Closed Meeting

Unless otherwise directed by Council/Committee, attendance at Closed Meetings is limited to the CAO, Clerk/Treasurer and/or his/her designate, and other Staff as deemed necessary. With the exception of the Clerk, staff are to remain outside the Closed Meeting room until called upon to speak to their specific matter(s). Staff should vacate the meeting once their matter has been dealt with by Council/Committee.

10.1 Electronic Devices and Cellular Telephones

To protect the confidentiality of matters considered during a Closed Meeting, no cellular telephones, smart phones, tablets, smart watches, recording devices, personal computers, or other personal electronic communication devices shall be permitted within the Closed Meeting room or Council Chambers during a Closed Meeting unless specifically authorized for municipal business.

Prior to the commencement of a Closed Meeting:

1. All Members of Council, staff, consultants, guests, and any other persons authorized to attend the Closed Meeting shall surrender all personal electronic devices to the Clerk for secure safekeeping.
2. All persons authorized to attend the Closed Meeting have responsibility to report to Council if a personal electronic device(s) has not been surrendered.
3. Where the Clerk is attending the Closed Meeting virtually, devices shall be surrendered to a designated staff member who is participating in the open meeting in person or the Mayor in the absence of a staff person.
4. The Clerk, Deputy Clerk. Clerk Pro Tempore, Mayor, Deputy Mayor or designated staff member receiving the devices shall maintain custody of the devices until the Closed Meeting has concluded.
5. Municipal-issued devices required for the conduct of business may be permitted with the approval of the Clerk, provided that all recording, photography, video, audio capture, communication, wireless transmission, and internet connectivity functions are disabled before the commencement of the Closed Meeting.
6. No person attending a Closed Meeting shall record, photograph, screen capture, transmit, livestream, copy, or otherwise capture any portion of the Closed Meeting proceedings. Read AI or other meeting transcription application is to be blocked from attendance.

Failure to comply with this section may result in the attendee being required to leave the Closed Meeting and shall be reported to Council for further action under the Municipality's applicable bylaws, policies, procedures, or Code of Conduct.

11. Closed Meeting Prelude

In order to remind the Members of Council/Committee of their obligations in Closed session, the Chair shall read a script at the beginning of the closed session detailing the Closed Meeting rules of the Municipality of Val Rita-Harty (Appendix B) to the Closed Meeting Protocol.

12. Closed Meeting Record Retention and Access by Council

Agendas, Reports, Closed Meeting Minutes and notes taken by members of Council are all part of the Closed Meeting record. Closed Meeting records are to be maintained in confidence by the Clerk. A member of Council may request to see a Closed Meeting record by petitioning the Clerk in writing. The Clerk will set a date and time for the member of Council to review the Closed Meeting record. The member of Council may not take notes, photograph or otherwise copy Closed Meeting records.

Paper records made available for Closed Meetings will be given to the Clerk after the meeting. Electronic records made available for Closed Meetings will be available for the meeting and access will be removed immediately after the meeting. Members of Council may request access to the electronic records in the manner set out above.

Appendix "A"

Chair's Sample Script when rising from the Closed Meeting

****Please note that this is not the motion, only an overview by Chair****

Council met in Closed Session to consider matters it is permitted to do so under the Municipal Act, and as listed on today's Council/Committee agenda.

The following items were considered during the Closed Session:

List of Items Considered in Closed Session
(insert items shown on Open Meeting agenda)

In the continuing interest of transparency and open government, I am reporting in public session any outcomes from today's closed meeting.

As a result of our closed meeting today, I wish to report the following:

Examples:

Citizen Appointments: Council voted to bring forward a motion to be considered at today's open meeting. That motion will be voted on later in this meeting.

Litigation Matter: Direction was given to staff with respect to litigation related to XXX

Solicitor-Client Privilege - Council received legal advice related to XXX

Union or Staff Negotiations: There was direction given to staff regarding this item.

Appendix "B"

Chair's Script at the Beginning of Closed Meetings

Kindly be informed that we are meeting in a closed meeting as permitted in subsections 239 (2) and/or 239(3) of the *Municipal Act* to discuss :

(a) security of municipal property;

(b) personal matters about an identifiable individual;

(c) proposed or pending acquisition or disposition of land;

(d) labour relations or employee negotiations;

(e) litigation or potential litigation;

(f) advice that is subject to solicitor-client privilege;

(g) a matter in respect of which Council may hold a closed meeting under another Act

(h) information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them;

(i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;

(j) a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value; or

(k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board. 2001, c. 25, s. 239 (2); 2017, c. 10, Sched. 1, s. 26.

Subsection 239(3.1) Education and Training of members

Note: Only reference the section of the *Municipal Act* that pertains to the matters to be considered in Closed Meeting, along with the subject matter. Any other matters not mentioned in the motion to move into Closed Meeting cannot be discussed.

Be informed only those matters pertaining to the sections of the *Municipal Act* already mentioned may be discussed. Any other matters related to the subject at hand that do not relate to these open meeting exceptions cannot be discussed.

I will verbally report out in a general sense on items considered in the Closed Meeting once we rise from the meeting and move back to open session.
Please note that Closed meeting matters shall not be discussed either before or after the closed meeting with any person not related to the subject matter. I will be verbally reporting out in a general sense on all items in this closed agenda when we move into open session.

Please turn off any electronic devices while attending this meeting.

THE CORPORATION OF THE TOWNSHIP OF VAL RITA-HARTY

BYLAW NUMBER XXXXXX

BEING A BYLAW TO ADOPT A WORKPLACE VIOLENCE & HARASSMENT POLICY AND PROGRAM FOR THE TOWNSHIP

Legal Authority

Scope of Powers
Section 8(1) of the *Municipal Act*¸ 2001, S.O. 2001, c.25, ("*Municipal Act*") as amended, provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate, and to enhance their ability to respond to municipal issues.

Powers of a Natural Person
Section 9 of the *Municipal Act* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other *Act*.

Powers Exercised by Council
Section 5 (1) of the *Municipal Act* provides that the powers of a municipality shall be exercised by its Council.

Powers Exercised by Bylaw
Section 5(3) of the *Municipal Act* provides that a municipal power, including a municipality's capacity, rights, powers and privileges under section 9, shall be exercised by bylaw unless the municipality is specifically authorized to do otherwise.

Workplace Safety
Municipalities must comply with the *Occupational Health and Safety Act* R.S.O. 1990 as amended and more specifically section 32 which requires employers to adopt a policy and establish a program with respect to Workplace violence and harassment.

Further, Section 25(2)(h) of the *Occupational Health and Safety Act* requires that an employer take every precaution reasonable in the circumstances for the protection of a Worker.

Section 217.1 of the *Criminal Code of Canada* states that everyone who

undertakes, or has the authority to direct how another person does work or performs a task is under a legal duty to take reasonable steps to prevent bodily harm to that person, or any other person, arising from that work or task.

Preamble

Council for the Corporation of Township of Val Rita-Harty ("Council") has adopted an organizational structure in which all officers and employees of the Township report to the Manager of Municipal Services and it is the responsibility of the person occupying this position to ensure that all officers and employees of the Township perform their work in a manner that exhibits the fundamental values or principles established by Council and facilitates the achievement of Council's Vision and Mission.

Council is committed to maintaining a non-violent and harassment-free work environment in which everyone feels welcome and accepted.

Direction

Council of the Corporation of the Township of Val Rita-Harty deems it in the best interest of the Corporation to establish a workplace violence & harassment policy and program.

NOW THEREFORE the Council of the Corporation of the Township of Val Rita-Harty enacts as follows:

1. That the short form title of this Bylaw will be Respect in the Workplace Policy and Program.

2. That this Bylaw be reviewed on an annual basis and a report is delivered to Council by March 31, of any given year, regarding adequacy of the Bylaw and attached schedules and whether there are any recommended changes.

3. That Council has determined that this Bylaw is a priority for the Township and as such, changes in law which require amendments to this Bylaw be delivered to Council in a report within thirty (30) days of the Manager of Municipal Services becoming aware of the changes.

4. That the following schedules attached hereto form part of this Bylaw:
    a. Schedule "A" - Respect in the Workplace Policy and Program
    b. Schedule "B" - Workplace Violence Risk Assessment
    c. Schedule "C" - Investigation of Alleged Violations
    d. Schedule "D" - Investigation Committee Formation and Terms of Reference

5. That any changes to the Schedules may be adopted by resolution.

6. That this Bylaw supersedes any preceding Bylaw that is contrary to this Bylaw.

7. That this Bylaw repeals the following Bylaws:
    a. Workplace violence Policy #
    b. Workplace harassment Policy #

8. This Bylaw takes effect on the day of its final passing.

Read and adopted by Resolution XXX this XX Day of XXXX, 2022.

_____ _____

Mayor Clerk

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Schedule "A" – Respect in the Workplace Policy and Program

1. GUIDING PRINCIPLES

Council of the Corporation of the Township of Val Rita-Harty is committed to ensuring a civil and respectful work environment free of any form of harassment, discrimination, or abuse.

This commitment requires that all Members of Council, Officers & Employees, Volunteer Firefighters and other Township Volunteers actively demonstrate, at all times, a respect for others and an appreciation of differences.

Everyone has the right to work in an environment free from any form of harassment and unacceptable Workplace behaviour. Such behaviour towards an individual because of race, creed, colour, religion, country of origin, ethnicity, citizenship, ancestry, gender, gender identity, sexual orientation, same-sex partnership status, age, marital or family status, or physical ability is unacceptable, and will not be tolerated. The Township will treat any allegation of such behaviour as a serious matter.

Furthermore, we must always treat ourselves, our colleagues, our stakeholders, and our residents with the utmost respect and goodwill. Strong relationships with our employees, clients, and suppliers serve the Township tremendously. The Township is committed to maintaining a non-violent and harassment-free work environment in which everyone feels welcome and accepted. Doing so starts with you. You must always conduct yourself respectfully and in a manner reflective of the Township's core values.

This Policy is designed to comply with the *Occupational Health and Safety Act* and provide guidance on how to conduct yourself. Rather than be exhaustive, this Policy will give you a foundation for determining the types of behaviours that are expected and those that are not. Please read this Policy in its entirety and consider how you can incorporate this Policy and its guiding principles into your everyday interactions whether at work or in the community. Together we can build and maintain a stellar reputation as we continue to strive to provide excellent services to our residents. You are the key to our success, and we thank you for being a part of the municipal team.

Who this Policy Applies To:

- Members of Council
- Officers & Employees of the Township
- Local Board and Committee Members
- Volunteer Firefighters
- Other Volunteers

2. INCLUSIVENESS AND SOCIAL RESPONSIBILITY

Having a diverse workforce helps us better understand and serve our clients. You are expected to be part of creating a respectful Workplace that is free of violence, harassment and discrimination.

3. DEFINITIONS

1. **"Alleged Aggrieved Person" ("AAP")** means the Worker or Official who has allegedly been the subject of a violation of this Policy.

2. **"Clerk"** for the purposes of this Bylaw means a person who has the statutory duties as defined in section 228 of the *Municipal Act* and may be a different entity than the person who has been appointed by the Township as their statutory Clerk. (See Schedule D re Investigation Committee)

3. **"Complainant"** means the person who has made a report about another individual whom they believe violated this Policy. The Complainant does not have to be the AAP.

4. "**Integrity Commissioner"** means the statutory officer appointed by Council.

5. **"Investigation Committee"** means a committee of Council established for the purpose of selecting and providing direction to the external Investigator.

6. **"Investigator"** means the individual investigating reports received under this Policy.

7. **"Official"** means a person who holds a public office (i.e. a Councillor or the head of Council) or membership on a Council Committee with the Township whether obtained by election, acclamation, nomination of Council or the Township.

8. **"Respondent"** means the person who is alleged to have violated this Policy. To be clear, the Respondent may, or may NOT be a Worker and their status as a person who is not employed by the Municipality/Township/Town is not determinative of any investigation or complaint.

9. **"Worker"** means any of the following, but does not include an inmate of a correctional institution or like institution or facility who participates inside the institution or facility in a work project or rehabilitation program:

i. a person who performs work or supplies services for monetary compensation for the Township. This would include Members of Council who receive a stipend or other remuneration for their service.
ii. a secondary school student who performs work or supplies services to the Township for no monetary compensation under a work experience program

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authorized by the school board that operates the school in which the student is enrolled.

iii. a person who performs work or supplies services to the Township for no monetary compensation under a program approved by a college of applied arts and technology, university or other post-secondary institution.

iv. an Official.

v. such other persons as may be prescribed under the *Occupational Health and Safety Act*, RSO, 1990, c O.1 (or other applicable legislation) who perform work or supply services to the Township for no monetary compensation.

10. **"Workplace"** means, any land, premises, location or thing at, upon, in or near which a Worker works including:

a) the site where the individuals are customarily employed; and
b) all other places which
   i. result from employment responsibilities or employment relationships, locations at work-related social functions, off-site work assignments, work-related conferences or training sessions, and work-related travel; or
   ii. affect relationships in the Workplace such as the Internet, including, but not limited to, chat rooms/bash boards, social networking sites, blogs/vlogs, and gaming sites.

11. **"Workplace harassment"** means,
(a) engaging in a course of vexatious comment or conduct against a Worker in a Workplace that is known or ought reasonably to be known to be unwelcome; or
(b) Workplace sexual harassment.

Workplace harassment may include (This is NOT an exhaustive list but is provided for explanation purposes):
(a) making remarks, jokes or innuendo that demean, ridicule, intimidate or offend;
(b) displaying or circulating, offensive pictures or materials in print or electronic form;
(c) bullying;
(d) repeated offensive or intimidating phone calls or emails; or
(e) any inappropriate conduct comment, display, action or gesture that:
   a. is made on the basis of race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin; or
   b. constitutes a threat to the health or safety of the Worker.

8. **"Workplace sexual harassment"** means,
(a) engaging in a course of vexatious comment or conduct against a Worker in a Workplace because of sex, sexual orientation, gender identity or gender

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expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or

(b) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the Worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

Workplace sexual harassment may include:

(a) a direct or implied threat of reprisal for refusing to comply with a sexually-oriented request;
(b) unwelcome remarks, jokes, innuendos, propositions or taunting about a person's body, attire, sex or sexual orientation;
(c) displaying pornographic or sexually explicit pictures or materials;
(d) unwelcome physical contact;
(e) unwelcome invitations or requests, direct or indirect, to engage in behavior of a sexual nature; or
(f) refusing to work with or have contact with Workers because of their sex, gender or sexual orientation

12. **"Workplace violence"** means,

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

Workplace violence may include:

(a) verbally threatening to attack a Worker;
(b) leaving threatening notes at or sending threatening emails to a Workplace;
(c) shaking a fist in a Worker's face;
(d) wielding a weapon at work;
(e) hitting or trying to hit a Worker;
(f) throwing an object at a Worker;
(g) sexual violence against a Worker;
(h) kicking an object the Worker is standing on such as a ladder;
(i) trying to run down a Worker with a vehicle or equipment.

4. WHAT IS NOT WORKPLACE HARASSMENT OR WORKPLACE VIOLENCE

The following is NOT Workplace Harassment or Workplace Violence:

i. Reasonable action or conduct by the Township, a manager, or supervisor, that is part of the normal work function. Examples include changes in work assignments, scheduling, job assessment, and evaluation/performance management., implementation of any dress code and disciplinary action.

ii. Harassment that arises out of circumstances unrelated to the Worker's employment. Physical contact necessary for the performance of the work using accepted industry standards.

iii. Conduct which all parties agree is inoffensive or welcome.

iv. Accidental situations – such as a Worker tripping over an object and pushing a co-worker as a result.

5. REPORTING POLICY VIOLATIONS

Consistent with the requirements of the *Occupational Health and Safety Act*, all s ***must*** report violations of this Policy and raise concerns about risks to the Township. When you make a report, it helps us correct specific problems and identifies areas which require improvement.

If you believe that a violation has taken place, report the situation promptly to the Township's Manager of Municipal Services. Where the alleged Respondent is the Township's Manager of Municipal Services, a member of Council, or all of Council, you may report the situation to the Township's Legal Counsel:

Wishart Municipal Group
C/O Wishart Law Firm LLP
390 Bay Street, Suite 500
Sault Ste. Marie, ON
P6A 1X2
P: (705) 949-6700
F: (705) 949-2465
E: reportwishart@wishartlaw.com

In any of the cases where the alleged Respondent is the Manager of Municipal Services a member of Council, or all of Council, Legal Counsel for the Township will be involved.

In all cases involving a member or members of Council, but not all of Council, an Investigation Committee will be struck composed of the uninvolved members of Council.

In all cases involving the entirety of Council, the Township's legal counsel and Integrity Commissioner will constitute the Investigation Committee and will cause an investigation to be commenced.

5.1 Report Content

Where possible, your report of a perceived policy violation should be made in writing and include details of:

- What happened – a description of the events or situation
- When it happened – dates and times of the events or incidents
- Where it happened – location(s)
- Who saw it happen – the names of any witnesses, if any.

Although a written report is possible, the Township is obligated to conduct an investigation appropriate in the circumstances whenever they come into possession of information leading the Municipal Adminstrator to suspect the existence of Workplace Harassment, Workplace Sexual Harassment or Workplace Violence.

When an incident of Workplace violence is reported, the person receiving the report will notify police or emergency responders for immediate assistance where necessary. If the incident results in a Worker incurring a lost time injury, the person receiving the report will submit a report of the incident to the Ministry of Labour.

5.2 No Derogation of Rights

The provisions of this Policy in no way affect the right of any person to:

(a) contact the police or other law enforcement agency on their own initiative;

(b) exercise their right(s) under any legislation including, their right to refuse unsafe work as provided by the Ontario *Occupational Health and Safety Act*; or

(c) take any other available legal action.

5.3 No Reprisal

You can report any violation of this Policy without fear of reprisal. The Township does not permit or condone reprisal against anyone who, in good faith, reports or participates in an investigation of a possible violation of this Policy. Good faith means that you have made a genuine and honest attempt to provide accurate information, even if it turns out you were mistaken.

It is a violation of this Policy to discipline or punish a person because they have made a report in good faith of any violation of the Policy. Reprisal may be the subject of a report under this Policy, and persons engaging in reprisal are subject to disciplinary measures up to and including termination of employment.

5.4 Frivolous, Vexatious, and Bad Faith Reports

If you make a report that is frivolous, vexatious or made in bad faith (“weaponizing” the policy) you will be subject to appropriate action and possible disciplinary measures up to and including termination of employment (or of volunteer service) with the Township.

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Examples of bad faith include, but are not limited to, making a report knowing the allegations therein are untrue or making a report for an improper purpose.

6. INVESTIGATIONS

All reports of violations of this Policy will be promptly investigated in a manner appropriate in the circumstances. Investigations will follow the process set out in **Schedule "C"** of Bylaw XXXX-XXX.

It may be necessary to consult with Legal Counsel or obtain the services of one or more external Investigator(s). The following factors may be considered by the Township in determining whether it is appropriate to use external investigation services:

- Cost;
- Timeliness, degree of urgency;
- Real or perceived objectivity;
- Staff time and availability;
- Anticipated investigation complexity and length;
- Degree of information security required;
- Staff will not investigate complaints against members of Council or against the (Manager of Municipal Services). In such cases, an external investigator will be involved.

6.1 COMPLAINT SCREENING

An initial screening of the complaint will be conducted to ensure it includes sufficient information. The Complainant may be contacted if additional information is required to determine whether the complaint can advance (i.e. be screened in).

Complaints are presumed to be screened in, unless there is a reason to screen out a complaint. The following is a non-exclusive list of factors that may justify a complaint being screened out:

- **Frivolous**: complaints that lack substance, are trivial, or lack an air of reality.

- **Vexatious**: complaints that are made out of anger or a desire to seek retribution. Vexatious complaints may lack a reasonable purpose or be made with the intention to harass or annoy. Such complaints are often repeatedly filed after a previous complaint has been screened out.

- **Bad faith**: complaints made for improper purposes including deceiving the Township or where the issues raised have previously been addressed by proceedings under another redress process for which a remedy has been granted.

- **Not about this Policy**: complaints that do not disclose allegations that, if true, would constitute violation(s) of this Policy.

Should a complaint be screened out, the Complainant will be advised in writing.

6.2 What Investigations Will Include

Complaints screened in will proceed to investigation.

The Township's investigation will include:

- Disclosing as much information to the parties as necessary to facilitate the investigation and ensure procedural fairness;
- Interviewing the AAP, the Complainant (where the Complainant has not chosen to remain anonymous and where the Investigator(s) deem such interview appropriate), any person involved in the incident, and any identified witnesses;
- Interviewing any other person who may have knowledge of the incidents related to the report or any other similar incidents;
- Ensuring the results of interviews are documented either through audio recording or being reduced to writing; and
- Reviewing any relevant documentation.

Should circumstances warrant, the Respondent's employment with the Township may be suspended with pay during all or part of the Township's investigation.

When the Investigator determines that it is appropriate and, in any case, before interviewing the Respondent about the merits of the complaint, the Investigator shall prepare a Notice of Investigation and provide a copy to the Respondent. The Notice of Investigation shall include particulars of the allegations made against the Respondent.

After a copy of the Notice of Investigation is provided to the Respondent:

- The Respondent is invited to reply in writing to the allegations, and the reply will be made known to the Complainant before the investigation proceeds further.
- To the extent possible, details of the incident being investigated and the identities of the AAP, Complainant, and the Respondent as well as any witnesses will be protected from unnecessary disclosure.
- During the investigation, the AAP, Complainant, and the Respondent will be interviewed, as will any relevant witnesses.
- While the incident is being investigated, to the extent possible, contact between the parties involved will be limited.
- Upon completion of the investigation, the Township will inform both the Complainant and Respondent in writing of the findings of the investigation and any corrective action that has been or will be taken as a result of the investigation.

If it is determined that harassment in any form has occurred, appropriate corrective measures will be taken as soon as possible. Possible measures may include:

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- a letter of apology or a performance agreement, if the parties will agree to these;
- referral for counselling;
- education and training;
- verbal or written reprimand;
- reprimand, suspension (with or without pay), dismissal, transfer or removal;
- establishing appropriate security measures;
- any other corrective action deemed appropriate under the circumstances;
- Note that a breach of this Policy by a Councillor may be a breach of the Township's Code of Conduct

If it is determined that harassment in any form has not occurred, the Investigator may provide recommendations to the Township.

6.3 CONFIDENTIALITY

Information about complaints and incidents shall be kept confidential to the extent possible. Information obtained about an incident or complaint under this Policy, including identifying information about any individuals involved, will not be disclosed unless disclosure is necessary to protect Workers, to investigate the complaint or incident, to take corrective action or otherwise as required by law.

While the investigation is on-going, the AAP, Complainant, the Respondent(s) and any witnesses should not discuss the incident or complaint or the investigation with each other or other Workers or witnesses unless necessary to obtain advice about their rights. The Investigator may discuss the investigation and disclose the incident or complaint-related information only as necessary to conduct the investigation.

All records of the investigation will be kept confidential to the extent permitted by applicable law.

6.4 NO INTERFERENCE WITH INVESTIGATION

It is a violation of this Policy to hinder, obstruct, molest, or interfere with or attempt to hinder, obstruct, molest or interfere with an investigation. Individuals engaging in such conduct will be subject to disciplinary measures, up to and including termination of employment with the Township.

6.5 RECORD KEEPING

The Township will keep records of the investigation including:

(a) a copy of the complaint or details about the incident;
(b) a record of the investigation including notes;
(c) a copy of the investigation report (if any) except in cases where legal counsel for the Township is involved in the complaint processes as, in such cases, all copies of the investigation report shall be kept by legal counsel for the Township;
(d) a summary of the results of the investigation that was provided to the Complainant and the Respondent, if a Worker; and
(e) a copy of any corrective action taken to address the complaint.

All records of the investigation will be kept confidential. The investigation documents, including the report should not be disclosed unless necessary to investigate an incident or complaint, take corrective action, or otherwise as required by law.

Records will be kept in accordance with the Township's Retention Bylaw.

6.6 MFOIPPA

No records of an investigation, complaint or an investigation report are subject to production pursuant to the *Municipal Freedom of Information and Protection of Privacy Act*. They are excluded from the *Act* by s. 52(3) and the IPC decision in Order MO-3385, Appeal MA16-62 from *The Corporation of the Municipality of St. Charles*. Unauthorized disclosure of these records is an unjustified invasion of privacy contrary to the *Act*.

7. ASSESSING THE RISKS OF WORKPLACE VIOLENCE

The Township will conduct a risk assessment of the work environment to identify any issues related to potential violence that may affect the Township's operation and will institute measures to control any identified risks to Worker safety. This assessment will take into account:

(a) circumstances that would be common to similar Workplaces;

(b) circumstances specific to the Workplace; and

(c) any other elements prescribed by applicable legislation.

The Township may use a third party to assess Workplace violence, threat levels and advice about maintaining a safe Workplace.

7.1 COMMUNICATING THE RESULTS OF THE WORKPLACE ASSESSMENT

Upon completion of the assessment, the Township will advise the joint health and safety committee or safety representative, if any, of the results of the assessment and provide a copy if the assessment is in writing. If there is no joint health and safety committee or safety representative, the Township will advise the Workers of the results of the assessment and, if the assessment is in writing, provide copies on request or advise the Workers how to obtain copies.

7.2 REASSESSMENT

The Township will reassess the risks of Workplace violence as often as is necessary to ensure that this Policy continues to protect Workers from Workplace Violence. The Municipality/Township/Town can and where necessary, will access the services of a qualified third party to assist in conducting a risk assessment.

8. Domestic Violence

A person who has a relationship with a Worker – such as spouse or former spouse, current or former intimate partner or a family member – who may physically harm or threaten to physically harm, that Worker at work. In these situations, domestic violence is considered Workplace violence.

If the Township becomes aware, or ought reasonably to be aware, that domestic violence would likely expose a Worker to physical harm that may occur in the Workplace, the Township shall take every precaution reasonable in the circumstances for the protection of the Worker. (NOTE: in reviewing the risk of Domestic Violence exposing a Worker to harm, the Worker in question may or may not be the spouse, former spouse etc. but could be any Worker of the Municipality/Township/Town).

9. Violations of this Policy by Third Parties

This Policy covers all forms of Workplace violence and harassment. Residents, clients, suppliers, contractors or their Workers and others invited to the Workplace who could engage in Workplace violence or harassment against a Worker are subject to this policy.

The Township may have limited ability to investigate or control the conduct of these third parties. However, the Township will take reasonable practicable action to stop or reduce the risk to its Workers from violations of the Policy by third parties.

Such action may include, but is not limited to:

(a) posting this Policy in a location visible to third parties; and
(b) requiring certain suppliers or contractors and their Workers to accept and meet the terms of this Policy; and
(c) removing third party violators;
(d) contacting law enforcement; and
(e) taking legal action against third party violators.

Where a third party engaged in Workplace harassment has been asked to stop and does not, all Workers are authorized to:

(a) end telephone conversations;
(b) politely decline service; and
(c) ask the third party to leave the Workplace
(d) remove themselves from the presence of the Third Party.
Where any of these actions are taken, the Worker MUST report this to their immediate supervisor or the Manager of Municipal Services.

10. Policy Information and Training

The Township will ensure all Workers have read this policy and sign an acknowledgment of same in substantially the form attached to this Policy. Training to enhance understanding of how to prevent and respond to harassment will be conducted by the Township at least annually as part of the Policy review. More frequent training may be requested or directed to individuals or groups as required

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Schedule "B" – Workplace Violence Risk Assessment

1. PURPOSE

This Workplace Violence Risk Assessment is designed to assist the Township in assessing the hazard of Workplace violence and identifying possible measures, procedures and controls that can be implemented to control the risk of Violence in the Workplace.

"Workplace violence" means,

(a) the exercise of physical force by a person against a Worker, in a Workplace, that causes or could cause physical injury to the Worker,

(b) an attempt to exercise physical force against a Worker, in a Workplace, that could cause physical injury to the Worker,

(c) a statement or behaviour that it is reasonable for a Worker to interpret as a threat to exercise physical force against the Worker, in a Workplace, that could cause physical injury to the Worker.

Workplace violence may include:

(a) verbally threatening to attack a Worker;
(b) leaving threatening notes at or sending threatening emails to a Workplace;
(c) shaking a fist in a Worker's face;
(d) wielding a weapon at work;
(e) hitting or trying to hit a Worker;
(f) throwing an object at a Worker;
(g) sexual violence against a Worker;
(h) kicking an object the Worker is standing on such as a ladder;
(i) trying to run down a Worker with a vehicle or equipment.

2. COUNCIL DIRECTION

The Manager of Municipal Services shall:

1. Hold meetings with Workers to seek their input in order to:
    - Identify risks that Workers perceive and their sense of personal safety in the Workplace
    - Consider Workers' experience of violence and whether the situation involved strangers, clients, co-workers, students, estranged partners or family members
    - Identify jobs, practices or locations in which Workplace violence is a concern; and
    - Gather opinions about the effectiveness of the controls currently

in place.

2. Prepare an Assessment Report that identifies areas of risk of Workplace violence with recommendations for necessary risk control measures.

3. Identification and Assessment of Specific Risks and Risk Factors

Certain types of work or conditions can put Workers at higher risk from Workplace violence. The Manager of Municipal Services will establish and maintain a list of potential workplace hazards including, but not limited to:

- Dealing with irate persons
- Working alone
  - In the Township office
  - At a Township facility other than the Township office
  - In an isolated area/worksite
  - Working during late evening or early morning hours
- Handling money or valuables
- Working with unstable or volatile persons

3.1 Risk Assessment Method

The Manager of Municipal Services will evaluate each of the potential Workplace hazards and determine a "Level of Risk Score".

A Level of Risk Score is calculated as follows:

Level of Risk = Severity + Frequency

"Risk" will be considered any hazard or threat inherent in the job assuming there are no controls in place.

"Frequency" will be categorized using the following descriptive terms:

- Rarely
- Occasionally
- Regularly

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3.2 Level of Risk Matrix

The following matrix will be used to calculate Level of Risk.

Frequency	Severity	Level of Risk
"Regularly" Score = 3 Exposure may be part of the normal work routine or assignment	**"High" Score = 3** - potential for fatal or critical injury - may be exposed to physical injury from physical assault, punching, kicking, hitting, weapons	**"High" Total score = 6**
"Occasionally" Score = 2 Exposure is infrequent	**"Moderate" Score = 2** - potential for lost time or health care - may be exposed to threatening behaviour such as hostile, intimidating, frightening etc. (e.g., shouting, pushing a table etc.)	**"Moderate" Total score = 4 - 5**
"Rarely" Score = 1 Not a normal part of the work routine or employees are exposed to risk.	**"Low" Score = 1** - potential for first aid - may be exposed to behaviours that are disruptive and aggressive (e.g., slamming the door, walking out etc.)	**"Low" Total score= 1 - 3**

4. Assessment Report

The Manager of Municipal Services will prepare an Assessment Report that includes:

I. Identified threats/hazards to Workplace safety related to Workplace violence;
II. Calculated Level of Risk for each threat/hazard;
III. Priority threats/hazards;
IV. Safety strategies; and
V. Implementation plan.

Upon completion, the Assessment Report will be submitted to Council for information only. This may be submitted in closed session pursuant to at least s.239(a), possibly (b) and maybe even (d)(e).

Schedule "C" – Investigation of Alleged Violations

1. INVESTIGATIONS

Investigations will be confidential to the largest extent possible. Investigations of alleged violations of the Workplace Respect Policy ("Policy") will be conducted in an independent, objective manner. The Investigator will provide an opinion as to whether the allegations, as proven, constitute harassment, discrimination or otherwise a breach of law or policy and, will make appropriate recommendations regarding remedial (but not disciplinary) actions.

Investigations will be conducted in a neutral manner that provides due process to all parties.

1.1 Investigation Guidelines

Any person investigating allegations that an individual contravened the Policy will follow this process:

1. **Notification of Parties**
   The (INSERT TITLE), or in some circumstances the Investigator, will give notice to:
   - the Complainant acknowledging receipt of the complaint and naming the Investigator.
   - AAP (if the AAP is not the Complainant) advising of the complaint, that the allegations are under review and naming the Investigator.
   - the Respondent advising of the receipt and nature of the complaint, that the allegations are under review and naming the Investigator.

2. **Crystallization of the Complaint & Preliminary Review**
   The Complainant/AAP may not have submitted sufficient detail to clearly understand (crystalize) the allegations and the Investigator will need to speak with/interview the Complainant to ensure they have sufficient relevant information to first determine that the matter is properly investigated as a contravention of the Policy and to provide the Respondent with an account of the allegation(s).

   Within seven (7) days of crystalizing the allegations, the Investigator will determine if a full investigation is required.

   Upon deciding not to proceed with an investigation, the Investigator will notify the Complainant and Respondent that an investigation will not be proceeding, and a report will be delivered to the Manager of Municipal Services.

3. **Investigation Plan**

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Prior to commencing an investigation, the Investigator will prepare an investigation plan that will include:

a. Summary of Complaint
b. Identification of Applicable Law/Policy
c. Investigation Timeframe
d. Identification of Parties to be Interviewed and Key Topics to Cover
e. Documents to be Obtained and Relevance

4. Notification of Investigation to the Complainant & Respondent

If the Investigator decides a full investigation is warranted, they will notify the Complainant that an investigation has commenced.

They will also provide the Respondent notice which includes a summary outlining the allegations of breach and sufficient evidence that the Respondent can provide a response. The investigator does not have to provide the Respondent with all Complainant and/or Witness evidence only what they believe is necessary to allow the Respondent a chance to respond.

5. Analysis of the Evidence and Preparation of Findings

Findings of contravention will be based on the civil burden of proof being a balance of probabilities. Balance of probabilities means that there is evidence to support the allegation that the actions/conduct "more likely than not" [50.1%] took place, and that the behaviour is a contravention of the Policy.

As required, assessments of credibility will be made based on:

- whether or not the individual has firsthand knowledge of the situation,
- whether or not the individual had an opportunity to observe the events,
- whether or not the individual may have bias or other motive,
- the individual's ability to clearly describe events,
- consistency within the story,
- the attitude of the individual as they are participating,
- any admission of dishonesty[1]

6. Presentation of Findings to Respondent

Prior to the finalization of the Investigation Report, the Investigator will provide the Respondent with their findings.

The Respondent has seven (7) calendar days to provide feedback to the Investigator. Any Respondent requiring additional time to respond must notify the Investigator within three (3) days of receiving the Investigator's findings citing the reason for the extension and the Respondent's preferred response date.

In the sole discretion of the Investigator, an extension may be granted. If an extension has not been granted, the Respondent must submit their response by

[1] *Faryna* v. *Chorny* (1951), [1952] 2 D.L.R. 354 (B.C.C.A.), at Para 10, 11.
Alberta (Department of Children and Youth Services) v. *A.U.P.A. (2009), 185 LAC (4th)* 176 (Alta.Arb.)

the original date.

7. **Finalization and Presentation of Report**
   Within fifteen (15) days of receiving the Respondent's feedback on the findings, the Investigator will finalize and present the investigative report to the (INSERT TITLE).

The investigation plan, any evidence collected by any Investigator as well as any documents provided to the parties are the "record" of the Investigator, will not form part of the personnel file of any of the parties and will remain in the care and control of the Investigator.

Report of Findings and Corrective Action

Upon completion of an investigation the Manager of Municipal Services, or Mayor/Legal Counsel if the Respondent is the Manager of Municipal Services, or Legal Counsel if the Complainant is the Manager of Municipal Services, will ensure the AAP and the Respondent are provided with the findings and any corrective action that involves them. To be clear, notification will be given to:

- The AAP advising them that a contravention of the Policy was or was not found to have occurred and if applicable that corrective action will be taken. The AAP will not be advised of the corrective action unless an action is being taken that directly impacts the AAP.
- The Respondent advising them that a contravention was or was not found to have occurred and if applicable what corrective action will be taken.

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Schedule "D" – Investigation Committee Formation and Terms of Reference

1. INVESTIGATION COMMITTEE

The Investigation Committee will be automatically struck when allegations are made that a member of Council has contravened the Respect in the Workplace Policy ("Policy").

The Investigation Committee will consist of the members of Council not involved in the proceedings.

In all circumstances, the Investigation Committee will receive advice from the Township's Solicitor.

The Investigation Committee is responsible for:

i. Appointing a Clerk who is not the Township's Clerk for the purpose of having meetings if there is a quorum of Council on the Investigation Committee;
ii. Appointing a recording secretary if there is less than a quorum of Council on the Committee;
iii. Reviewing the complaint received; and
iv. Causing an investigation and engaging an external Investigator.

The Investigation Committee will remain in effect as long as is necessary to complete the proceedings, receive the reports and make recommendations arising from the reports and thereafter, to implement the decisions of Council.

2. TERMS OF REFERENCE

The Terms of Reference for the Committee are as follows:

- The Committee will receive advice from the Township Solicitor and/or other agents directly involved in the proceedings and will provide to the Municipal Solicitor and/or other agents all necessary instructions;

- The Committee will receive a presentation about the report(s) when they are completed and will make recommendations to Council with respect to any decisions that arise from the presentation;

- Pursuant to section 239(2)(b) of the *Municipal Act, 2001*, all meetings of the Committee will not be open to the public and will be conducted in accordance with the closed meeting and other procedures of the Township of Val Rita-Harty Procedure Bylaw and Closed Session Protocol Policy.

Municipalité de / Municipality of Val Rita-Harty

Meeting Minutes

Special Meeting of Council October 29, 2026 - 06:00 PM

Membres/Members	Johanne Baril - Mayor
	Steven Lambert - Deputy Mayor
	Roger Lachance – Conseillere/Councillor
	Angele Beauvais – Conseillere/Councillor
	Alain Tremblay – Conseiller/Councillor
Employees:	Barbara Major - Deputy Clerk - Virtual
	Bert Filion - Fire Chief
	Genevieve Couture -Acting Municipal Services Coordinator
Others:	Peggy Young-Lovelace – E4m - Virtual
	Josh Young - E4m – Virtual
Public:	3

1 Appel à l'ordre/Called To Order

THAT this Special Meeting of Council be called to order at 6:07 p.m.

2 Adoption de l'ordre du jour/Approval of Agenda
Res. # 26-257
PROPOSÉE PAR / MOVED BY: Councillor Angèle Beauvais
APPUYÉE PAR / SECONDED BY: Councillor Roger Lachance

THAT the agenda be adopted as circulated.

CARRIED

3 Déclarations d'intérêts divergents (pécuniaires)/Declarations of Disqualifying Interest (Pecuniary) Nil

4 Délégations/présentations/Delegations/Presentations

Nil

5 Session de travail du Comité plénier/Committee of the Whole Working Session

5.1 Closed Meeting Protocol

Council Working Group reviewed the Draft Electronic Devices and Cellular Telephone policy addition to the Closed Meeting Protocol. Council recommended amendments to the policy. The bylaw with amendments will be presented for approval at the November 10, 2026 Special Meeting of Council.

5.2 Levels of Service - Performance Measures

Council Working Group reviewed the Draft Levels of Service - Performance Measures bylaw. Council recommended amendments to the Draft document. The revised document will be returned for consideration at the November 10, 2026 Special Council Meeting,

5.3 HR Bylaw Schedule A & B

Council Working Group reviewed Draft HR Bylaw Schedules A and B and the analysis of difference between HR bylaw and current policy for discussion. Council recommended amendments to the Draft Schedules. The Schedules will be returned for consideration at the November 10, 2026 Special Council Meeting, with guidelines.

6 Approbation du procès-verbal de la (des) dernière(s) réunion(s)/Approval of the Minutes of the Most Recent Meeting (s)

Res. # 26-258
PROPOSÉE PAR / MOVED BY: Councillor Steven Lambert
APPUYÉE PAR / SECONDED BY: Councillor Roger Lachance

THAT Council adopt the Special Council minutes of October 15, 2026 (as amended) and the Regular Council minutes of October 20, 2026.
Deputy Clerk to correct seconder for Resolution #26-235. Corrected with Councillor Angèle Beauvais.

CARRIED

7 Orientations du Conseil pour la réunion précédente/Council Direction From the Previous Meeting

7.1 Tax Arrears Report and Outstanding Utility Billings

P. Young-Lovelace explained that the tax report credit is for unapplied tax credits received. In terms of outstanding utility billings, public education will be undertaken will utility billings by means of a letter to individuals to pay Past Due

accounts and/or to contact the office. The Treasurer was directed to set up separate accounts at La Caisse Populaire for tax billings and utility billings.

8 Affaires législatives/Legislative Matters

8.1 Approval of recommendations from Committee of Adjustment meeting

Res. # 26-259
PROPOSÉE PAR / MOVED BY: Councillor Steven Lambert
APPUYÉE PAR / SECONDED BY: Councillor Alain Tremblay

THAT Council for the Municipality of Val Rita approve the recommendations from the Committee of Adjustment meeting pertaining to amendments to Consent applications VRH-02 and VRH-03.

CARRIED

9 Affaires administratives/Administrative Matters

9.1 Remembrance Day Purchase of Wreath

Res. # 26-260
PROPOSÉE PAR / MOVED BY: Councillor Alain Tremblay
APPUYÉE PAR / SECONDED BY: Councillor Steven Lambert

THAT Council for the Municipality of Val Rita-Harty purchase a 20" wreath from Branch 85 of the Royal Canadian Legion and Deputy Mayor (Mayor-Elect) Lambert attend at the Kapuskasing cenotaph for purposes of laying the wreath on November 11, 2026. Council further directed that staff prepare a SOP for this matter thereby eliminating need to bring forth to Council for approval and the purchase becomes a budget item.

CARRIED

9.2 OPP 2027 statement letter and billing

Res. # 26-261
PROPOSÉE PAR / MOVED BY: Councillor Angèle Beauvais
APPUYÉE PAR / SECONDED BY: Councillor Roger Lachance

THAT Council for the Municipality of Val Rita-Harty receive the 2027 OPP billing letter and statement.

CARRIED

9.3 Consent Agenda (includes items of correspondence not requiring administration reports/action, Committee reports not requiring any action by Council -- matters that are for information purposes only)

Res. # 26-262
PROPOSÉE PAR / MOVED BY: Councillor Steven Lambert
APPUYÉE PAR / SECONDED BY: Councillor Angèle Beauvais

THAT Council receive the information items as per the Consent Agenda of the October 29, 2026 meeting. **CARRIED**

10 Questions relatives à l'encadrement/Leadership Issues

Deputy Mayor (Mayor-Elect Lambert) expressed appreciation to Mayor Baril on behalf of Council and the Municipality for her years of commitment to the Municipality and promoting cooperation on Council. He requested her availability for the incoming Council, as required, and to leave the door open for review.

11 Recess

Council took a 5-minute recess at 8:03 p.m. and returned to the Council Chambers at 8:07 p.m.

12 Huis clos/Closed Session
Res. # 26-263
PROPOSÉE PAR / MOVED BY: Councillor Alain Tremblay
APPUYÉE PAR / SECONDED BY: Councillor Steven Lambert

THAT Council move to Closed Session meeting at 8:07 p.m. pursuant to Section 239(2) of the *Municipal Act* to consider: (a) the security of the property of the municipality or local board, (b) personal matters about an identifiable individual, including municipal or local board employees regarding a confidential employment matter and (k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality of local board regarding a Succession & transition plan, OT policy and cybersecurity matters.

CARRIED

13 Report from Closed Meeting Session
Res. # 26-264
PROPOSÉE PAR / MOVED BY: Councillor Steven Lambert
APPUYÉE PAR / SECONDED BY: Councillor Angèle Beauvais

Council returned to public session at 9:30 p.m. Council met in Closed Session pursuant to Section 239(2) of the *Municipal Act* to consider: (a) the security of he property of the municipality or local board, (b) personal matters about an identifiable individual, including municipal or local board employees regarding a confidential employment matter and (k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality of local board regarding a Succession & transition pan, OT policy and cybersecurity matters. Council received information from P. Young-Lovelace and direction was provided to staff. No resolutions emanated.

CARRIED

14 Confirmation des procédures/Confirmation of Proceedings

Res. # 26-265
PROPOSÉE PAR / MOVED BY: Councillor Steven Lambert
APPUYÉE PAR / SECONDED BY: Councillor Angèle Beauvais

THAT Bylaw No. 1275-26, Being a bylaw to confirm the proceedings of Council at its Special Meeting of October 29, 2026 be read and adopted this 29th day of October, 2026.
CARRIED

15 Ajournement/Adjournment

Res. # 26-266
PROPOSÉE PAR / MOVED BY: Councillor Alain Tremblay
APPUYÉE PAR / SECONDED BY: Councillor Steven Lambert

THAT this Special Meeting of Council be adjourned at 9:31 p.m.

CARRIED

_____ _____

Mayor Deputy Clerk

Municipalité de Val Rita-Harty Municipality

Item #: 12 **Personnel responsable / staff: Deputy Clerk**
Date : November 10, 2026 **pour / for: conseil / Council**

Sujet / Re : Fire Dispatch Services Agreement

Description:

The contract with the City of Timmins Police Service Board for the provision of 24-hour emergency fire call response system expires on December 31, 2026. Attached is copy of the new agreement for consideration by Council.

The table below outlines the 2025-2026 (2 year) service cost and the upcoming five-year agreement costs.

Year	Per capita Fee	Annual Fee	Monthly invoice
2025-2026	45 cents/capita	$4,114.80	$ 342.90
2027-2028	50 cents/capita	$4,542.00	$378.50
2029-2030	53 cents/capita	$4,814.52	$401.21
2013-2032	56 cents/capita	$5,087.04	$423.92

Lien avec plan stratégique / Link to Strategic Plan:

The report aligns with the Municipal Strategic Plan by ensuring transparency and communication.

Recommandation / Recommendation:

THAT Council for the Municipality of Val Rita-Harty receive the report outlining costs under the Fire Dispatch Services Agreement with the Timmins Police Services Board and recommends that the 2027 budget reflect the new contract costs and bylaw be adopted.

Rapport soumis par / Respectfully submitted:
Barbara Major
Deputy Clerk

From: Selena Pearce-Gauthier <Selena.Pearce-Gauthier@timmins.ca>
Sent: October 16, 2026 9:44 AM
To: Clerk <clerk@valharty.ca>
Subject: Fire contract renewal - Timmins Police Service Communication Centre
Importance: High

Good morning,
Please find attached the renewed Fire Dispatch Services Agreement between your municipality and the Timmins Police Service Emergency Communications Centre (ECC).
While a new agreement has been prepared in its entirety, the services provided remain unchanged from the previous agreement. The only revisions are to the **term of the agreement and the rates outlined in Schedule A**.
Once the agreement has been reviewed and signed, please return an electronic copy via email to the attention of **Jennifer Scott**, who will be assuming the role of Emergency Communications Manager following my retirement October 30th.
Thank you for your continued partnership and trust in our Emergency Communications Centre. We look forward to continuing to serve your communities.
Jennifer can be reached at:
Email: jennifer.scott@timmins.ca
Phone: 705-264-1201 ext. 8012

Selena Pearce-Gauthier B.A. ENP,
Communications Manager
Timmins Police Service
185 Spruce Street South
Timmins, ON P4N 2M7
selena.gauthier@timmins.ca
Office (705) 264-1201 ext. 8122

"Pride and Integrity Since 1912"

FIRE COMMUNICATIONS AND DISPATCH SERVICES RENEWAL AGREEMENT

THIS SERVICES AGREEMENT (this "**Agreement**") is made this

BETWEEN:

THE TIMMINS POLICE SERVICE BOARD

(Hereinafter referred to as the "**Board**")

OF THE FIRST PART

-and-

THE CORPORATION OF

(Hereinafter referred to as the "**Municipality**")

OF THE SECOND PART

WHEREAS the Board operates and maintains a twenty-four (24) hour bilingual Emergency Communications Centre located at 185 Spruce Street South, Timmins, Ontario, providing emergency communications services with a Primary Public Safety Answering Point ("**Primary PSAP**") for Police, Fire and Emergency Medical Services;

AND WHEREAS the Municipality and the Board previously entered into an agreement dated for the provision of fire communications and dispatch services and twenty-four (24) hour 9-1-1 Primary PSAP emergency call answering services (the "**Existing Agreement**");

AND WHEREAS the Municipality wishes to continue receiving such services from the Board;

AND WHEREAS the Board possesses the personnel, facilities, communications infrastructure and operational expertise necessary to continue providing such services;

AND WHEREAS both parties desire to renew and add to their existing relationship under the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows.

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions under which the Board will continue providing twenty-four (24) hour emergency communications services to the Municipality during the Term, including those services currently provided under the Existing Agreement

2. TERM

a) This Agreement shall commence on the and shall remain in force until the (the "**Term**") unless terminated earlier in accordance with this Agreement.

b) The parties may mutually agree, in writing, to renew or extend the Term of this Agreement before its expiry.

3. OBLIGATIONS OF THE TIMMINS POLICE SERVICE BOARD

3.1. Fire Communications and Dispatch Services

a) The Board agrees to operate and maintain twenty-four (24) hour emergency fire communications and dispatch services ("**Fire Communications and Dispatch Services**") for the benefit of the Municipality's fire department.

b) Fire Communications and Dispatch Services shall include only the following:

   i. receipt and processing of emergency and non-emergency fire-related calls from a Secondary PSAP;

   ii. dispatching of fire department personnel through a paging system, the establishment, operation, and maintenance of which shall be the responsibility of the Municipality (see Section 4 below);

   iii. coordination of emergency communications, including maintaining continuous communications and immediate responses to on-scene requests of fire personnel for the dispatch of additional resources and assistance, including additional fire personnel, police, ambulance, public works, the Ministry of the Environment, gas and hydro utilities, and any other agency or resource deemed necessary;

   iv. maintenance of records and recordings relating to fire calls, dispatches, radio messages and other communications processed by the Board under this Agreement, including real-time recordings of all emergency telephone and radio communications relating to fire calls for service and dispatch within the Municipality, and provision of such records, recordings and related documentation to the Municipality upon request in accordance with Section 9;

   v. operation and maintenance of the equipment currently located at the Board operated Emergency Communications Centre Communications Centre, *provided that* in no way does this entitle the Municipality to require the Board to replace or upgrade such equipment; and

   vi. such other communications support services as may reasonably be required to facilitate the effective response to emergency incidents.

3.2. 9-1-1 Answering Services

a) The Board agrees to provide twenty-four (24) hour 9-1-1 emergency call answering services ("**9-1-1 Answering Services**" and, collectively, with Fire Communications and Dispatch Services the "**Services**") as the Primary PSAP for the Municipality.

b) 9-1-1 Answering Services shall be twenty-four (24) hour primary and secondary 9-1-1 emergency call answering, including:

   i. receipt and processing of 9-1-1 emergency calls transferred from another Primary Public Safety Answering Point (Primary PSAP);

   ii. transfer or routing of calls to the appropriate emergency service or answering point, as required;

   iii. dispatch of an emergency response where required; and

   iv. such other related services as may reasonably be required to facilitate the effective response to emergency incidents.

3.3. Service Standards

a) The Board shall provide the Services in accordance with its established operational procedures, applicable legislation, recognized public safety communications standards, and any mutually agreed upon operational protocols between the parties.

b) The Board reserves the right to amend its operational procedures and communications systems from time to time, provided that such modifications do not materially reduce the level of service provided under this Agreement.

c) Nothing in this Agreement shall be interpreted as creating a guarantee of uninterrupted service, dispatch performance metrics, response times, staffing levels or specific service levels. The Board does not warrant any specific outcome or result.

4. OBLIGATIONS OF THE MUNICIPALITY

The Municipality agrees to:

a) Acquire, install, and maintain, at its own cost and expense, all communications equipment, systems, and infrastructure under its ownership or control that are necessary for the provision of the Services by the Board. Such equipment, systems, and infrastructure shall ensure that emergency calls to the Municipality are routed to the Board's Emergency Communications Centre and allow for are routed to the Board's Emergency Communications Centre and allow for the transfer and re-routing of such calls between the Municipality and the Board's Emergency Communications Centre, as required for the Board to deliver the Services.
b) Provide the Board with current operational information, including response protocols, contact information, and any other information reasonably required to support the delivery of the Services.
c) Notify the Board as soon as reasonably practicable of any changes that may affect the provision of services.
d) Cooperate with the Board in maintaining effective communications and operational continuity.
e) Fulfill all financial obligations set out in this Agreement.

5. PAYMENTS FOR SERVICES

a) The Municipality agrees to pay the Board for the Services provided under this Agreement in accordance with the fee schedule set out in Schedule A.
b) Schedule A shall identify the annual service fee applicable for each year of the Term.
c) The Board shall invoice the Municipality in accordance with the payment schedule identified in Schedule A.
d) Invoices shall be payable within thirty (30) days of the invoice date.
e) Any overdue amounts shall accrue interest at the rate established by the City of Timmins for overdue municipal accounts or such other rate as may be permitted by law.
f) In addition to all other remedies available under this Agreement or at law (which the Board does not waive by the exercise of any rights hereunder), the Board shall be entitled to suspend the provision of any Services if the Municipality fails to pay any fee when due hereunder and such failure continues for thirty (30) days following written notice thereof.
g) The parties agree and acknowledge that the fees contained in Schedule A reflect the negotiated rates for the term of this Agreement and may only be amended by mutual written agreement of the parties hereto.

6. INSURANCE

a) Throughout the Term (including any renewal or extension thereof) and for a reasonable period thereafter, each party shall maintain comprehensive general liability insurance appropriate to its operations and sufficient to protect against claims arising from the performance of its obligations under this Agreement. Without limiting the generality of the foregoing, the Municipality shall maintain comprehensive general liability insurance with limits of not less than Fifteen Million Dollars ($15,000,000) per person and not less than Fifteen Million Dollars ($15,000,000) per occurrence, inclusive of bodily injury, death and property damage, and including such additional terms and coverage as the Board acting reasonably may require. Such insurance shall name the Board as a named insured and shall be at the sole cost and expense of the Municipality.

b) Each party shall provide proof of insurance upon written request.

7. INDEMNIFICATION

a) Each party (the "**Indemnifying Party**") shall indemnify and hold harmless the other party (the "**Indemnified Party**") and its elected officials, board members, officers, employees and agents from and against any third-party claims, actions, damages, liabilities, costs and expenses arising directly from: (a) the negligent acts, omissions, or wilful misconduct of the Indemnifying Party or those persons for whom the Indemnifying Party is responsible for at law; (b) the material breach of this Agreement by the Indemnifying Party; and/or (c) arising as a result of or connected to actions or inactions of the Indemnifying Party that are illegal, inappropriate, or against any Applicable Law (including but not limited to the *Police Services Act* and the *Community Safety and Policing Act, 2019*) or applicable corporate policy.

b) The Indemnified Party shall promptly notify the Indemnifying Party of any claim. The Indemnifying Party shall have carriage of the defence and settlement of the claim, provided that no settlement adversely affecting the Indemnified Party shall be entered into without its consent.

c) Without in any way limiting the foregoing, any employee, agent or contractor of the Municipality who enters the Board's Communications Centre or any property of the Board for any purpose related to this Agreement, including the installation, construction, inspection, operation, maintenance, repair or replacement of equipment, systems or infrastructure maintained by the Municipality, shall do so at the Municipality's sole risk. The Board shall not be liable for any injury, loss, damage, cost or expense suffered by any such person or relating to the Municipality's property while on the Board's premises, except to the extent caused by the negligence or wilful misconduct of the Board or its employees, agents or contractors. The Municipality shall indemnify and hold harmless the Board and its directors, officers, employees, agents and contractors from and against any and all claims, demands, actions, losses, damages, liabilities, costs and expenses arising from or relating to the presence of the Municipality's employees, agents or contractors on the Board's premises, except to the extent caused by the negligence or wilful misconduct of the Board or its employees, agents or contractors.

d) This section shall survive the expiry or termination of this Agreement.

8. CONFIDENTIALITY

a) The parties acknowledge that information exchanged under this Agreement may include confidential, operational, or personal information (collectively, "**Confidential Information**"). All Confidential Information disclosed by a party, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the other party's use in performing its obligations under this Agreement may not be disclosed or copied unless authorized by the disclosing party in writing.

b) Each party agrees to collect, use, disclose, retain and protect such Confidential Information in accordance with all Applicable Law (including but not limited to the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, and/or the *Community Safety and Policing Act, 2019*, S.O. 2019, c. 1, Sched. 1, and each of their respective regulations) and shall not disclose confidential information except as authorized by law, required for the administration of this Agreement, and as such party is required by Applicable Law or by any enforceable court or administrative order.

c) Each party will take all reasonable precautions in dealing with Confidential Information so as to prevent its unauthorized use, disclosure, publication or dissemination including, without limitation, all steps that such party takes to protect its own confidential or proprietary information.

d) Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of a party's breach of this Agreement; (b) is obtained by a party on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; (c) the party establishes by documentary evidence was in the party's possession prior to disclosure hereunder.

9. RECORDS

The Board shall maintain communications records and recordings relating to the Services in accordance with Applicable Law, applicable records retention schedules and the Board's established policies, including all recorded communications between callers, the dispatch centre and Municipality fire personnel and all messages sent or received by the dispatch centre on behalf of the Municipality, for a period of five (5) years. Subject to Applicable Law, the Board shall provide the Municipality, upon written request, with copies of such records, recordings, communications and related documentation.

10. COMPLIANCE WITH LEGISLATION

Each party shall comply with all applicable federal, provincial and municipal legislation, regulations, codes, standards, policies principle of common law or equity, rule, municipal by-law or other requirement having force of law relating or applicable to the Services provided under this Agreement ("**Applicable Law**").

11. FORCE MAJEURE

a) Neither party shall be considered in default of this Agreement, liable or responsible to the Other Party for any failure or delay in fulfilling or performing any term of this Agreement, where, when and to the extent such failure of performance is prevented or delayed by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, labour disruptions (strikes, labour stoppages or slowdowns, or other industrial disturbances), failures of public utilities, national or regional telecommunications outages, pandemics, or other emergencies.
b) The affected party shall notify the other party as soon as reasonably practicable and shall make reasonable efforts to resume normal performance.

12. TERMINATION

a) Either party may terminate this Agreement for any reason by providing not less than one hundred and eighty (180) days written notice to the other party.
b) Termination shall not affect those rights of the parties hereto which have accrued prior to the date of termination and shall not relieve any party from its obligations which may have arisen during the term hereof.

13. DEFAULT

a) Where either party fails to comply or is in breach of a material obligation under this Agreement the non-defaulting party shall provide written notice describing the default.
b) If the breach is capable of being cured, the defaulting party shall have thirty (30) days, or such longer period as may be mutually agreed, to remedy the default.
c) If the default is not capable of being cured or is not remedied within the prescribed period, the non-defaulting party may terminate this Agreement immediately, provided that, in accordance with Section 12, termination shall not affect those rights of the parties hereto which have accrued prior to the date of termination and shall not relieve any party from its obligations which may have arisen during the term hereof.

14. NOTICE

Any notice required under this Agreement shall be provided in writing and delivered personally, by registered mail, courier, or electronic mail to the designated representatives identified as follows:

If to the Board: 185 Spruce St S, Timmins, ON P4N 2M7

Email:

Attention:

If to the Municipality:

Email:

Attention:

Notice shall be deemed received:

i. on the date of delivery if delivered personally;
ii. on the fifth (5^{th}) business days after mailing by registered mail;
iii. on the next business day if delivered by courier (all fees prepaid);
iv. on the date transmitted by electronic mail where receipt is acknowledged (such as by the "read receipt" function, as available, return email or other form of written acknowledgment).

15. RELATIONSHIP

The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. Each party shall remain solely responsible for its own employees, operations and obligations.

16. ASSIGNMENT

Neither party shall assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. No assignment or delegation shall relieve the Customer of any of its obligations under this Agreement accrued prior to the date of assignment.

17. ENTIRE AGREEMENT

This Agreement, including all schedules attached hereto, constitutes the entire agreement between the parties and supersedes all previous negotiations, understandings, agreements and representations relating to the subject matter of this Agreement, including but not limited to the Existing Agreement.

18. AMENDMENTS

No amendment to or modification of this Agreement shall be valid or effective unless made in writing and signed by both parties.

19. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

20. WAIVER

No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any subsequent breach thereof.

21. EXECUTION

This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same Agreement. Electronic signatures shall be deemed to have the same legal effect as original signatures.

WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

TIMMINS POLICE SERVICE BOARD

Name:

Title:

Date:

Signature:

Name:

Title:

Date:

Signature

THE CORPORATION OF

Name:

Title:

Date:

Signature:

Name:

Title:

Date:

Signature:

SCHEDULE A - FEE SCHEDULE

The annual fees payable under this Agreement are as follows:

Contract Year	Statistics Canada Population	Rate Per Capita	Annual Service Fee	Monthly Invoice

Payment Terms

The parties acknowledge and agree that:

a) The annual service fees are calculated and based on the most recent Statistics Canada Census population available at the date of this Agreement.
b) The annual service fee shall be invoiced in twelve (12) equal monthly installments.
c) Monthly invoices are payable within thirty (30) days of the invoice date.
d) Any fee payable by the Municipality to the Board shall be exclusive of any applicable taxes where required by Applicable Law and the Municipality shall, in addition to the fee, pay to the Board all amounts of applicable taxes payable in respect of the Services.
e) The per capita rates identified above represent the negotiated rates for the term of this Agreement and shall remain in effect unless otherwise amended by mutual written agreement of the parties.

Municipalité de Val Rita-Harty Municipality

Item #: 12	**Personnel responsable / staff: Deputy Clerk**
Date : November 10, 2026	**pour / for: conseil / Council**

Sujet / Re : MNR MOU use of road data for Ontario Road Network (ORN)

Description:

The Ministry of Natural Resources Mapping and Geomatics reached out requesting permission to use the Municipality's road network data for the Ontario Road Network (ORN). The MOU is attached to the report. The Ministry would work with CGIS, take the municipal roads data and run it through quality control processes, make improvements /changes and provide observations/changes to CGIS.

Entering the MOU would be beneficial for the Municipality as limited changes have been undertaken with CGIS.

Lien avec plan stratégique / Link to Strategic Plan:

The report aligns with the Municipal Strategic Plan by ensuring transparency and communication.

Recommandation / Recommendation:

THAT Council for the Municipality of Val Rita-Harty receive the report from the Deputy Clerk regarding the MOU for Permission to use Val Rita-Harty road network data and FURTHERMORE authorizes the Deputy Clerk to execute the MOU with the Ministry of Natural Resources.

Financial Implications: Nil

Rapport soumis par / Respectfully submitted:
Barbara Major
Deputy Clerk

Ontario

His Majesty the King in Right of Ontario as represented by the Minister of Natural Resources (the "Province")
300 Water St, 2nd Floor, North Tower
Peterborough ON K9J 8M5

October 28, 2026

Municipality of Val Rita-Harty (the "Organization")
106 Government Road
Val Rita-Harty, Ontario P0L 2G0

Re: Permission to use the Organization's road network data for the Ontario Road Network (the "ORN").

As per our recent discussions, we are requesting the use of the Organization's road network data, as provided (or to be provided) by the Organization to the Province during the current calendar year or during any of the next four subsequent calendar years (the "Data") to update the Ontario Road Network (ORN). The Data will be processed as required (addition/modification of road segments and road attributes) to update the ORN.

The Province will not distribute the Data itself (except as may be required under applicable law) and shall take measures to protect the Organization's data, from unauthorized access, loss or damage, however the ORN (and the Data modified to update the ORN) will be made public.

The Organization hereby grants the Province a perpetual, worldwide, non-exclusive, irrevocable paid-up, royalty-free license to use, reproduce, modify, issue sublicenses for, and distribute the Data in connection with the ORN. The Organization represents and warrants that it has all rights in the Data necessary to grant such license and such use of the Data will not infringe upon any intellectual property rights of any third party.

Please indicate your agreement to the above terms by signing and returning this request to Kent Todd at the address above. If you have further questions or concerns regarding the above please feel free to contact me at any time.

Sincerely,

Kent Todd
Coordinator, Provincial Geospatial Data
Geospatial Ontario
Ontario Ministry of Natural Resources 705-761-8692

Agreed: Municipality of Val Rita-Harty

_____
Name: _____
Title: _____

I have authority to bind the Organization.

Date: _____

Municipalité de Val Rita-Harty Municipality

Item #: 12	**Personnel responsable / staff: Deputy Clerk**
Date : November 10, 2026	**pour / for: conseil / Council**
Sujet / Re : Post Elections Report and Restricted Acts position	

Description:

Restricted Acts:

Kindly consider this as confirmation that the Council of the Municipality of Val Rita-Harty is in a Restricted Provision or "Lame Duck" position as a result of the October 26, 2026 Municipal Election results.

The Municipality of Val Rita-Harty Council will remain in a Restricted or a "Lame Duck" position until such time when the new Council is sworn in, on November 16, 2026.

Council had previously approved the Delegation of Authority By-Law which delegates authority to the Treasurer for the following restricted acts of Council:

a) the appointment or removal from office of any officer of the municipality;
b) the hiring or dismissal of any employee of the municipality;
c) the disposition of any real or personal property of the municipality which had a value exceeding $50,000 at the time of disposal*; and
d) making any expenditures or incurring any other liability which exceeds $50,000*.

* does not include items already approved in the annual budget.

In accordance with the Delegation of Authority by-law, the Treasurer will report to Council on any actions taken under the restrictions between now and the commencement of the Council term at the December 15, 2026 first regular meeting of Council.

Post-Election Report

In accordance with the *Municipal Act, 1996,* kindly find attached the ***Declaration of Elected Candidates*** for the Municipality of Val Rita-Harty Elections for Council.

Also attached is a copy of the Intelivote Systems Inc (ISI) Vote Count summary, for your information.

The following outlines voter participation for the 2026 municipal election in comparison with the 2022 municipal election:

ELECTION YEAR	ELIGIBLE VOTERS	VOTES CAST	%
2022	**748**	**289**	**38.64%**
2026	**678**	**289**	**42.63%**

Lien avec plan stratégique / Link to Strategic Plan:

The report aligns with the Municipal Strategic Plan by ensuring transparency and accountability.

Recommandation / Recommendation:

THAT the Municipality of Val Rita-Harty Council receives the Restricted Acts and Post-Election report from the Deputy Clerk.

Financial Implications: Nil

Rapport soumis par / respectfully submitted:

Barbara Major,
Deputy Clerk

MUNICIPLAITY OF VAL RITA-HARTY
2026 MUNICIPAL & SCHOOL BOARD ELECTIONS

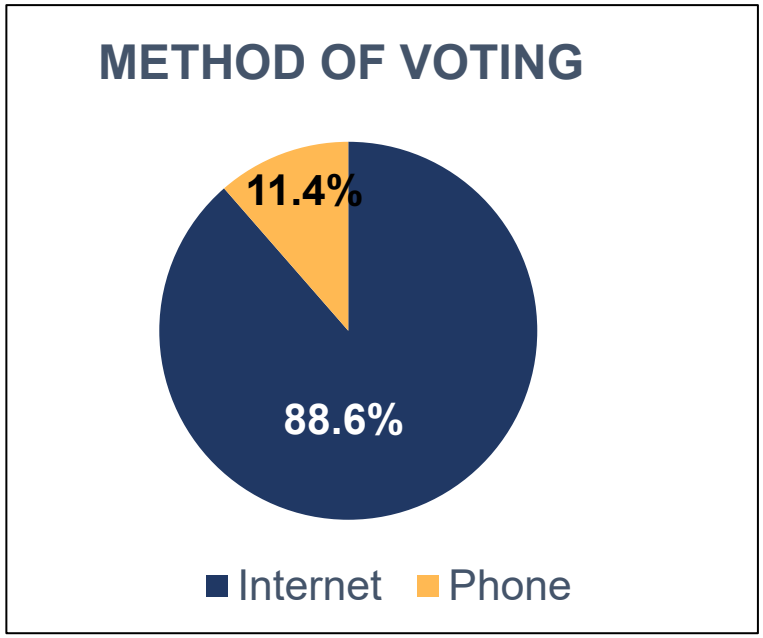
ELECTION STATISTICS

Prepared by: Intelivote Systems Inc.
Date: October 27, 2026

intelivote systems inc

2026 Municipal and School Board Elections
General Election Statistics

	Information Base	Number	%
1	Number of eligible electors in system.	677	
2	Number of electors who cast a ballot	289	
3	Participation rate.		**42.7%**
4	Internet Votes*	256	88.6%
5	Telephone Votes	33	11.4%
6	*Kiosk Votes (included in Internet votes, above)	26	

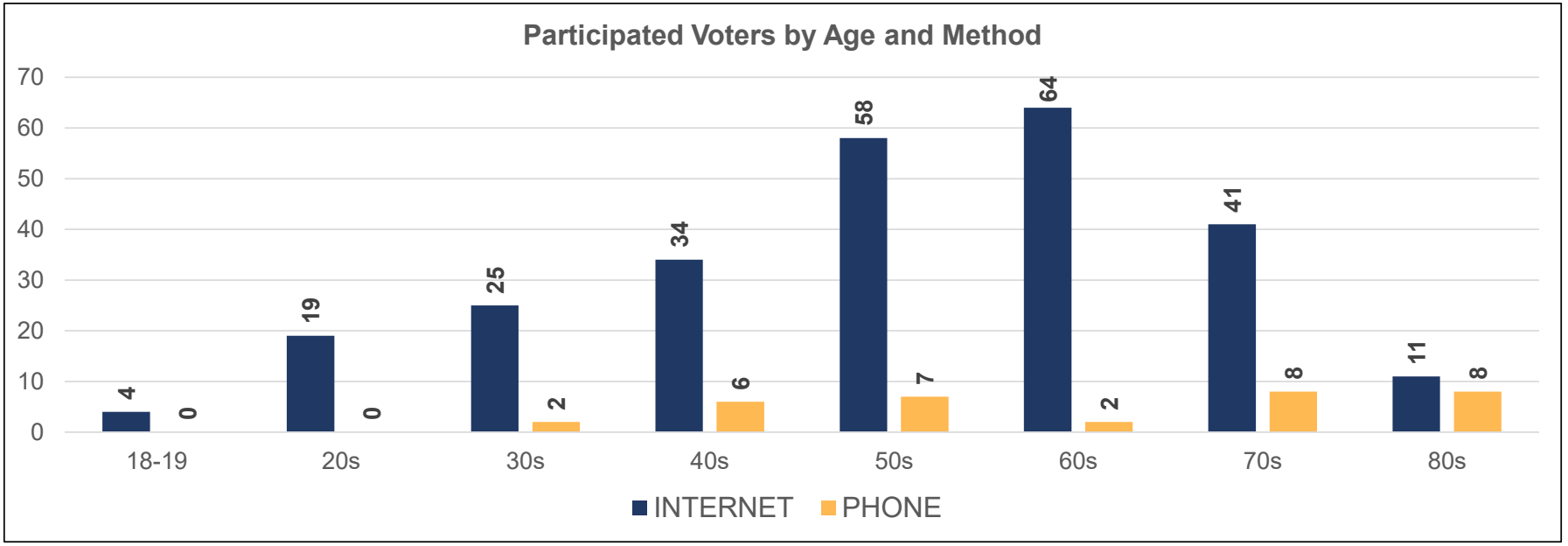


Internet Voting Stats*

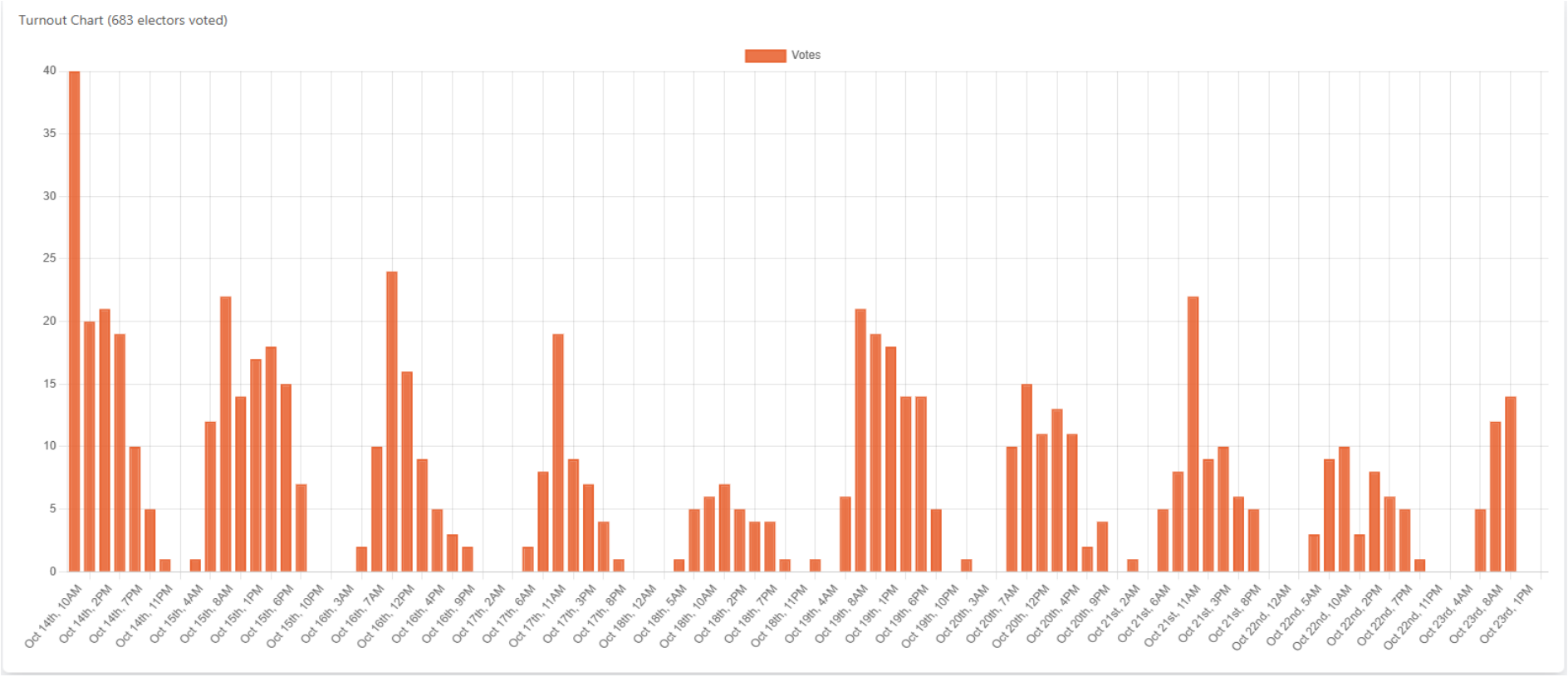
Desktop / PC	141	55%
Mobile Internet Device	115	45%
Total	256	

2026 Municipal and School Board Elections
Age Statistics

Age Breakdown of Who Voted						
Age	ELIGIBLE	VOTED	PARTICIPATION	INTERNET	PHONE	SHARE OF VOTE %
18-19	13	4	30.8%	4	0	1.4%
20s	64	19	29.7%	19	0	6.6%
30s	100	27	27.0%	25	2	9.3%
40s	109	40	36.7%	34	6	13.8%
50s	131	65	49.6%	58	7	22.5%
60s	149	66	44.3%	64	2	22.8%
70s	84	49	58.3%	41	8	17.0%
80s	27	19	70.4%	11	8	6.6%
Total	677	289	42.7%	256	33	100.0%
				88.6%	11.4%	



2026 Municipal and School Board Elections
Voting Time Breakdown



CORPORATION OF THE TOWNSHIP OF VAL RITA-HARTY / CORPORATION DE LA MUNICIPALITÉ DE VAL RITA-HARTY

OFFICIAL RESULTS / RÉSULTATS OFFICIELS

Declaration of Election Candidate / Déclaration de Candidat à l'élection *

Municipal Elections Act, 1996 (s. 55(4) a) / Loi sur les élections municipales, 1996 (s. 55(4) a)

I, **BARBARA MAJOR, Elections Clerk/Returning Officer** for the Corporation of the Township of Val Rita-Harty in the District of Cochrane declare the following candidates elected on October 26, 2026 pursuant to Section 55(4)(a) of the *Municipal Elections Act, 1996.*

Je, **BARBARA MAJOR, Greffière aux élections / Officier au scrutin** de la Corporation du canton de Val Rita – Harty dans le district de Cochrane déclare les candidats suivants élus le 26 octobre 2026 conformément à l'article 55(4)(a) de la Loi sur les élections municipales de 1996.

Corporation of the Township of Val Rita-Harty
Corporation de la municipalité de Val Rita-Harty

OFFICE	NAME / NOM	ELECTED (Y/N) / ÉLU (O/N)	NUMBER OF VOTES/ NOMBRE DE VOTES
Councillor / Conseillier	Regis Bergeron	N / N	73
Councillor / Conseillière	**Shannon L. Durand**	**Y / O**	**153**
Councillor / Conseillière	**Marianne Lacroix**	**Y/ O**	**198**
Councillor / Conseillier	**Gérard Levesque**	**Y / O**	**169**
Councillor / Conseillière	Linda Marchand	N / N	140
Councillor / Conseillier	**Danny Meilleur**	**Y / O**	**177**

Dated this 27th of October , 2026 / Daté le 27 d'octobre 2026.

BARBARA MAJOR

Barbara Major

OFFICER DU SCRUTIN / RETURNING OFFICER

42.6% Voter Turnout (289 of 678 electors voted)

* *The Clerk shall as soon as possible after Voting Day declare the candidate or candidates who received the highest number of votes to be elected (s.55(4) a) / La greffière doit, dès que possible après le jour du vote, déclarer élu les candidats ayant obtenu le plus grand nombre de votes. (s.55(4) (a))*

Municipalité de Val Rita-Harty Municipality

Item #: 12	**Personnel responsable / staff: Deputy Clerk**
Date : November 10, 2026	**pour / for: conseil / Council**
Sujet / Re : ROMA Conference-January 18-January 20, 2027	

Description:

The annual Rural Ontario Municipal Association (ROMA) conference is being hosted in Toronto January 24-26, 2027. Previously the Township of Val Rita-Harty Council has authorized attendance by the Mayor and one Councillor. The early registration will be available November 18, 2026 at 9 a.m.

The deadline for delegation requests is November 20, 2026. Delegation meetings with Cabinet Ministers are a key feature of the ROMA Conference. Presentation topics for consideration: Increased Provincial Funding for the Val Rita Water Treatment Facility Rehabilitation Project and Highway 11 closure regarding enforcement failure and resulting municipal road damage.

Direction from Council in terms of attendance and delegation request is required.

Lien avec plan stratégique / Link to Strategic Plan:

The report aligns with the Municipal Strategic Plan by ensuring transparency and accountability.

Recommandation / Recommendation:

THAT the Municipality of Val Rita-Harty Council approves the attendance of Mayor-Elect Lambert and one Councillor to the ROMA conference being held in Toronto January 24-26, 2027 and FURTHERMORE that delegation requests be submitted pertaining to: ----------

Financial Implications:

Conference costs – 2027 budget

Rapport soumis par / respectfully submitted:

Barbara Major, Deputy Clerk

Home / ROMA Conference 2027 /

Delegation Meetings

Ministerial Delegation Meetings

Delegation meetings with Cabinet Ministers are a key feature of the ROMA Conference experience. These meetings are a unique opportunity for your council to engage with Ministers, Parliamentary Assistants and senior Ontario Government officials on local matters that impact your municipality.

The Municipal Delegation Request Form for the 2027 Rural Ontario Municipal Association Annual Conference is now available. You can select either French or English using the globe icon in the top right corner of the form. The deadline for submitting requests is **Friday, November 20, at 5:00 PM EST.**

A reminder that MMAH is your key contact on delegation meetings. **If you have questions you can reach out to: delegations@ontario.ca.**

Preparing for Ministerial Delegation Meetings: AMO has developed a guide to support members in requesting, preparing and participating in delegation meetings. You can access the guide here.

*Only paid conference delegates have access to the delegation meetings.

ROMA Conference 2027

Conference Registration

Hotel Information

Program

Delegation Meetings

Sponsorship

Exhibitors

PUBLIC WORKS EQUIPMENT REPORT
for the month of October 2026

MAKE	Meter hrs beginning of month	Meter hrs this month	Total meter hrs end of month	Hours worked this month	Work done
Kubota 2004	5466	3	5469	3	sweeping
COMMENTS: Regular maintenance.					

MAKE	Km beginning of month	Km this month	Total km end of month	Meter hrs beginning of month	Hrs this month	Total meter hrs end of month	Hours worked this month	Work done
2007 Mack 700 Truck/ S.P./ Sander	154181	51	154232	8828	4	8832	4	Emission test
COMMENTS: Regular maintenance. Passed emissions test, Change rotten cross member.								

MAKE	Meter hrs beginning of month	Meter hrs this month	Total meter hrs end of month	Hours worked this month	Work done
2014 John Deere Backhoe/loader	7245	31	7276	6	Ditching
				5	Burial
				4	Landfill
				6	Repair pot holes at all road intersections
				10	Clean/back blade yard. Clean up at stock pile yard and lagoon
COMMENTS: Regular maintenance.					

MAKE	Km beginning of month	Km this month	Total km end of month	Hours worked this month	Work done
2018 Chevrolet 1 Ton	97454	585	98039		
COMMENTS: Regular maintenance.					

MAKE	Meter hrs beginning of month	Meter hrs this month	Total hrs end of month	Hours worked this month	Work done
1998 Champion Grader	17709	27	17736	27	Grading
COMMENTS: Regular maintenance.					

MAKE	Meter hrs beginning of month	Meter hrs this month	Total hrs end of month	Hours worked this month	Work done
CAT D-5 DOZER	7018	5	7023	5	Push/Compact
COMMENTS: Regular maintenance.					

MAKE	Meter hrs beginning of month	Meter hrs this month	Total hrs end of month	Hours worked this month	Work done
Zamboni	8531	0	8531		
COMMENTS:					

OTHER MONTHLY ACTIVITIES:

1. **Remove and replace crossmember on Mack**

2. **General equipment maintenance**

3. **Burial**

4. **Yard clean up (winter preparation)**

5. **Recycle**

6. **Landfill attendant**

7. **Grading**

8. **Pothole repair**

9. **Asphalt crack filling**

10.

11.

12.

SIGNATURE: Stefan Landry **DATE: November 4, 2026**

http://companyweb/shared documents/blank forms/public works equipment report.doc

THE CORPORATION OF THE TOWNSHIP OF VAL RITA HARTY

BYLAW NUMBER 1279-26

BEING A BYLAW TO CONFIRM THE PROCEEDINGS OF COUNCIL

Legal Authority

Scope of Powers
Section 8(1) of the *Municipal Act*¸ 2001, S.O. 2001, c.25, ("*Municipal Act*") as amended, provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate, and to enhance their ability to respond to municipal issues.

Powers of a Natural Person
Section 9 of the *Municipal Act* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act.

Powers Exercised by Council
Section 5 (1) of the *Municipal Act* provides that the powers of a municipality shall be exercised by its Council

Powers Exercised by By-law
Section 5(3) of the *Municipal Act* provides that a municipal power, including a municipality's capacity, rights, powers and privileges under section 9, shall be exercised by bylaw unless the municipality is specifically authorized to do otherwise.

Preamble
Council for the Corporation of the Municipality of Val Rita Harty ("Council") acknowledges that many of the decisions it makes during a meeting of Council, regular, special, or otherwise, are done by resolution. Section 5 (3) requires that Council exercise their powers by Bylaw.

Council further acknowledges that the passing of resolutions are more expedient than adopting Bylaws for each decision.

Decision

Council of the Corporation of the Municipality of Val Rita Harty decides it in the best interest of the Corporation to confirm its decisions by way of Confirmatory Bylaw.

Direction

NOW THEREFORE the Council of the Corporation of the Municipality of Val Rita Harty directs as follows:

1. The Confirmatory Period of this Bylaw shall be for the Special Council Meeting of November 10, 2026.

2. All Bylaws passed by the Council of the Corporation of the Municipality of Val Rita Harty during the period mentioned in Section 1 are hereby ratified and confirmed.

3. All resolutions passed by the Council of the Corporation of the Municipality of Val Rita Harty during the period mentioned in Section 1 are hereby ratified and confirmed.

4. All other proceedings, decisions, and directives of the Council of the Corporation of the Municipality of Val Rita Harty during the period mentioned in Section 1 are hereby ratified and confirmed.

5. This Bylaw takes effect on the day of its final passing.

Read and adopted by Resolution 26- this 10th day of November, 2026.

_____ _____

Mayor Deputy Clerk