



**AGENDA / ORDRE DU JOUR**  
**COMBINED COUNCIL MEETING / RÉUNION COMBINÉE DU CONSEIL**

Wednesday, September 6, 2017 at 6pm / mercredi le 6 septembre 2017 à 18h  
Council Chambers / Salle du conseil

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1. **Call to Order and Roll Call / Ouverture de la réunion et présence**
2. **Adoption of Agenda / Adoption de l'ordre du jour**
3. **Disclosure of Pecuniary Interest / Déclarations d'intérêts pécuniaires**
4. **Delegations / Délégations (NIL)**
  - 4.1 Presentation of the Shared Building and By-law Enforcement Services Agreement p.3
    - copies of Shared Services Agreement and Appointment By-laws p.28  
(By-laws to be considered at the Regular Meeting of September 13<sup>th</sup>)

5. **Resolution to resolve into Committee**

**COMMITTEE OF THE WHOLE / COMITÉ PLÉNIER**

6. **Reports and Items for Consideration / Rapports et sujets pour considération**
  - 6.1 **General Government / Gouvernement général**
    - 6.1.1 Monthly Operational Review Opportunities Verbal Status Report
    - 6.1.2 Resolution to adopt the new sign layout at the HWY 69 Interchange to include 'Alban/Noëlville' as provided by the Ministry of Transportation p.37
    - 6.1.3 Report - Revised Cemetery By-law and application to increase/alter capacity at the St. David (Noelville) Cemetery p.39
    - 6.1.4 Resolution to adopt a By-law to authorize an Interim Municipal Law Enforcement Services Agreement with the Municipality of Markstay-Warren p.68
  - 6.2 **Finance / Finances (NIL)**
  - 6.3 **Public Works & Environment Services / Travaux public et services de l'environnement (NIL)**
  - 6.4 **Community Services / Services communautaires (NIL)**
  - 6.5 **Emergency Services and Public Safety / Services d'urgence et sécurité publique**
    - 6.5.1 Resolution to adopt a By-law to authorize the Fire Dispatch Communications Centre Services Agreement with the Town of Smith Falls p.72
  - 6.6 **Development & Planning / Développement et planification**
    - 6.6.1 Recommendation of comments from the ad hoc committee meeting held August 29, 2017 to provide to the Sudbury East Planning Board in relation to the Travel Trailers- Draft Zoning By-law Amendment and Licensing By-law p.76

## **6.7 Correspondence / Correspondance**

- 6.7.1** Recommendation to support the Township of Georgian Bay's Resolution requesting that Ministries work collaboratively to eradicate invasive plant species on Provincially owned lands p.78

## **REGULAR MEETING / RÉUNION RÉGULIÈRE**

- 7. Verbal Motion to return into the Regular Meeting / Motion verbale pour retourner en réunion régulière**
- 8. Consideration of the adoption of recommendations from Committee of the Whole / Résolutions pour adopter les procédures du Conseil en comité**
- 9. Consent Agenda / Ordre du jour regroupé**
  - 9.1 Adoption of Minutes / Procès-verbaux adoptés**
    - 9.1.1** Regular Council Meeting held August 23, 2017 p.79
  - 9.2 Receipt of Minutes / Procès-verbaux reçus (NIL)**
  - 9.3 Items for Consideration or Information / Items pour consideration ou information (NIL)**
  - 9.4 By-laws / Règlements (NIL)**
- 10. Notices of Motion / Avis de motion**
- 11. Announcement and Inquiries / Annonce et questions**
- 12. Closed Session / Session à huis clos (NIL)**
- 13. Adjournment / Ajournement**

Resolution to adopt Confirmation By-law / Résolution pour adopter le règlement de confirmation  
Resolution to adjourn / Résolution d'ajournement



Municipality of:  
Killarney,  
French River,  
St Charles  
and  
Markstay-Warren

**Shared Services Report**  
Sudbury East Building and By-law Services  
(SEBBS)

Prepared by:  
Alain McCann  
Andrea Tarini

Revision date: August 15<sup>th</sup>, 2017

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## Background / overview:

In January of 2017 KPMG provided a report on shared services for Sudbury East Municipal Association (SEMA). On May 25<sup>th</sup>, 2017, the CAO's of the four Municipalities had a meeting to detail the steps taken to implement the Sudbury East Shared Services reports. Since the Shared Services Study identified Building and By-law as two services that had the potential to be shared successfully across the region, the Municipality of St.-Charles was mandated to prepare a report on the subject.

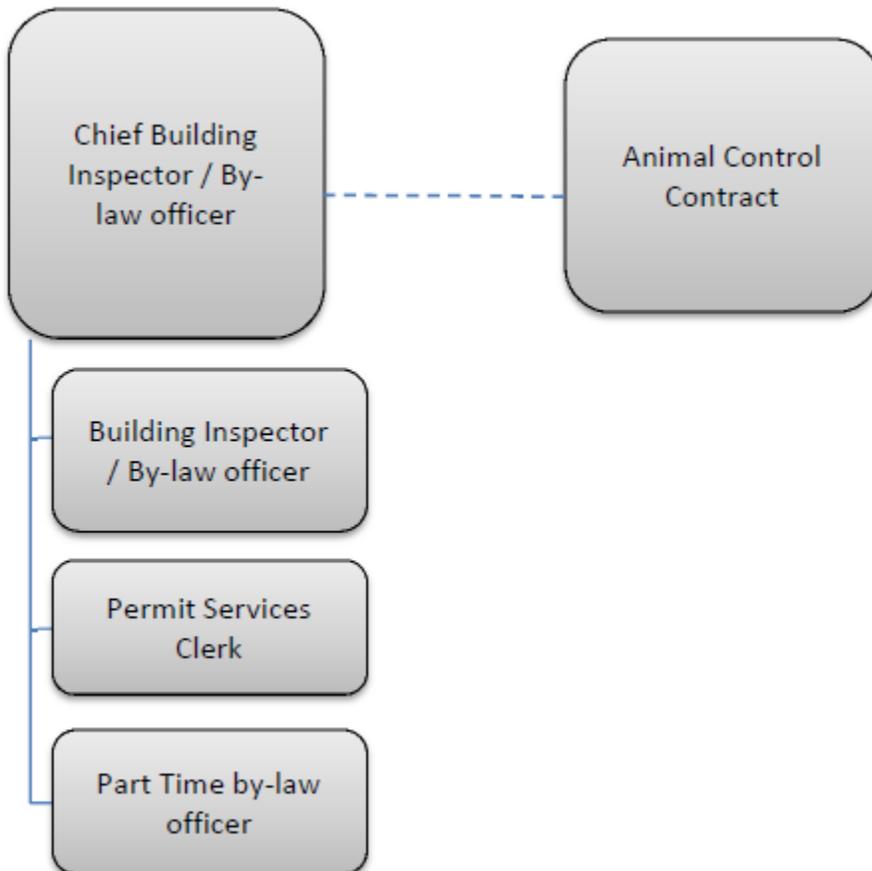
The four municipalities of Sudbury East have an opportunity to seamlessly combine their Building permit and inspection services and Protective inspection and control services including but not limited to by-law enforcement, animal control and Noxious Weeds under one umbrella. The shared service would allow for:

- efficiencies
- cost savings
- a level of service that is equal to or better than what is currently being offered

The study also noted that many municipalities already combined their Building and By-law services as part of the overall delivery of protective services. While each municipality had an established building department, not every municipality had its own by-law enforcement officer. Currently, there are different levels of service in each municipality ranging from having a dedicated by law officer to having the CAO responsible for following up with all by-law complaints. There is currently an agreement in place that is helping to provide building services for all four municipalities of Sudbury East, but this agreement was put in place with the intention of covering building services for a short period of time. A long term solution in the form of a shared services agreement is needed.

## The plan:

This proposal outlines who will run the department, how we would combine the building, by law-and animal control departments and what changes will be required to share the services between French River, Killarney, Markstay-Warren and St.-Charles to form the Sudbury East Building and By-law Services (SEBBS) for a term of 3 years from January 1, 2018 to December 31, 2020 with the potential of renewal.



This model will create a uniformity of service across all municipalities. We would use existing staff that is trained in all aspects of residential and commercial building permits, current software, GIS system, filing systems and with local geography.

At this time, the only qualified building inspector in SEMA is Mr. Alain McCann. Along with his Permit Services Clerk (PSC) Andrea Tarini, he has been providing building services to all four municipalities since early July.

There is also a possibility of cost savings to be had by combining parts of the Animal/ Canine Control Services with the Building and By-Law department. We are proposing that the licensing and by-law enforcement aspect of animal control be taken over by the Building and By-law department and that the actual contact with animals and initial calls for assistance be put out to tender, looking for a company to service the entire Sudbury East area.

## **Staffing Level:**

### **Proposed Staffing Levels for 2017**

For the remainder of the 2017 building season, we propose that the building department can be run by the two existing staff that are already coordinating services for the entire Sudbury East region See Appendix D for Current Staff Experience

The CBO will be in charge of performing all inspections, and reviewing and approving all plans and authorizing permits (see CBO Job Description – Appendix A)

The PSC will perform all administrative duties, including permit entry, zoning review and scheduling of site visits and inspections and all reporting to council, CMHC, MPAC and Statistics Canada (See PSC Job Description - Appendix B).

Bylaw services will be provided by Kevin Benvenuti from the Municipality of French River on a part time (as need basis). He is fully trained in by-law enforcement and is currently a part time By-Law Officer for the Municipality of French River. This additional staff will be needed to help with what is anticipated to be an increased amount of by-law complaints due to the downloading of the responsibilities of the Residential Tenancies Act onto municipalities.

Animal / Canine control service would continue with the current system in each municipality. A review of the fee structure and current service levels will be undertaken in the first quarter of 2018.

### **Proposed Staffing Levels for 2018 - 2020**

In 2018, the CBO and Building Inspector will take the required training for by-law enforcement. At that time, the CBO and Building Inspector will take over enforcing by-laws, along with the part time by-law officer from French River, for all four municipalities.

With ongoing training, the PSC will be able to perform all inspections and will be able to issue permits becoming a full inspector. Once this training is complete the PSC will be known as a Building Inspector (See Appendix C) who will be able to perform inspections under the review of the CBO. He/she will also act as a by-law officer. The intention of the CBO is to create a succession plan where the Building Inspector eventually becomes completely trained to be able to step into the role of CBO upon his retirement. This will ensure consistency in the department for a number of years.

The PSC who will be training to become a Building Inspector shall recognize the investment that this training represents and shall be willing to sign a contract that states that if he/she leaves for other employment within the next 5 years, he/she will pay back a prorated amount of the investments made in training.

In 2018 if all municipalities are in agreement, the possibility of sharing Animal/ Canine control services will be explored. At that time, a provider would be selected through an agreed upon system, fees and systems for dog tag collection will be reviewed and any changes proposed will be put in place in each office. Some offices may decide to continue on with their current Animal/ Canine control. Regardless of who will be providing the services, any issues that arise from that need to be addressed by a by-law officer would be brought to the CBO and Building Inspector after their training in by-law enforcement is complete.

## Technology:

In order to service a geographic area as vast as Sudbury East, some technological upgrades will have to be put into place.

Fun Land Area facts:

### Sudbury East Shared Municipal Services Study

## Perspectives on Sudbury East

### Population and Households

Population, Households and Land Area for Sudbury East Municipalities

	Population	Households	Land Area (km <sup>2</sup> )
French River	2,547	2,550	735.47
Killarney	399	935	1654.58
Markstay-Warren	2,366	1,333	513.10
St.-Charles	1,282	963	321.54
<b>Total</b>	<b>6,594</b>	<b>5,781</b>	<b>3,224.69</b>

Largest Geographic Ontario Single Tier Municipalities

Municipality	Land Area (km <sup>2</sup> )
1. Greater Sudbury	3,227.38
2. Kawartha Lakes	3,083.06
3. Timmins	2,979.15
4. Ottawa	2,790.22
5. Greenstone	2,767.76
6. Chatham-Kent	2,458.09
7. West Nipissing	1,992.08
8. Temagami	1,906.42
9. Killarney	1,654.58
10. Norfolk	1,607.60



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With all municipalities already using the CGIS mapping system, these changes will be focused on upgrading and fully utilizing the technology that has already been invested in. These changes will be made to reach the goal of becoming a completely paperless and mobile department that can be accessed from any corner of the area. This flexibility will allow the department to function with a lower amount of staff than what has been required in the past.

The GIS mapping system that is currently used by all four municipalities will need some upgrading and changes to bring all information under one umbrella that can be access by the SEBBS and to support a paperless department. CGIS will set up the mapping system to support an overall map of the entire Sudbury East area which will be the portal access by the SEBBS. CGIS will add layers of information for by-law and animal control. Layers will be added to more efficiently track orders to comply. Changes will also be made to allow all plans and approvals to be scanned and attached to each property allowing for easy access anywhere in the area. Essentially all building, by law and animal control information will be attached to the CGIS map and accessible to all municipalities separately. While there are costs associated with improvements to the mapping, CGIS has agreed to decrease the monthly fees of each municipality based on the sharing of information that will be occurring.

Other upgrades that will be required include:

- Laptop for PSC / Building inspector with wi-fi capabilities
- Cell phone for PSC / Building Inspector
- Docking station for two vehicles for laptop and cell phone charging
- Portable printers for CBO vehicle – HP OfficeJet 2000 Mobile Printer or similar
- Separate website for SEBBS that links to all municipalities

Approximate cost for all upgrades - \$10,000

French River currently owns a new Surface Pro Tablet and a plotter/ scanner that is a part of their Building Department Equipment. French River has indicated that they would allow the SEBBS to use both items for work related to all municipalities. This will be a big advantage to the department as it will allow for quality pictures to be taken at inspections and allow the CBO to access files while traveling throughout the region.

The Municipality of St.-Charles has purchased a wi-fi rocket stick to improve the internet usage fees for the CBO. The CBO would continue to use this tool.

## **Operations:**

### **Location of the SEBBS and individual office expectations:**

The SEBBS will operate between all four municipal offices, with payroll and other administrative duties for the SEBBS to be performed by the staff at the Municipality of St.-Charles. All building files will stay in each municipality, but all will be accessible through CGIS software to the SEBBS. Each municipality will still have access to their CGIS mapping system including access to all building files.

In addition, any complaints that the SEBBS may receive will be directed to the CAO of the Municipality of St.-Charles to be address by the CAO with the CBO.

The PSC / Building inspector will visit each municipal office on a regular schedule to be available for office visits, to perform building searches and to ensure that all filing and correspondence is up to date and will be in close contact with the Administrative Assistants of each municipality ensuring that all building related information is being attended to in a timely fashion. The PSC / Building inspector will undertake the majority of all building application reviews, and will schedule all meetings and inspections for the CBO. The CBO will have a more flexible schedule that will allow him to focus on executing building inspections, site visits and plans reviews efficiently.

Each municipality will have to perform some administrative work for the initial intake of building permits, fee collections and permit delivery which will be comparable to the work levels that already exist in each office. All calls for building or by-law services will be directed to a central phone number and or email address allowing for an easy coordination of services.

### **Service delivery:**

Consultations and all correspondence for the Building Department and the By-law department (email, fax, phone enquiries, text) will be directed to the PSC / Building Inspector.

The PSC / Building inspector will monitor the main phone line for incoming inquires and inspection bookings. This phone number will be independent from all other municipalities and will be promoted as the number to call in Sudbury East for building and by-law related matters.

The CBO will also be available by phone for building related questions.

The PSC / Building Inspector will also monitor a central email address that will be the main address to use for all building and by-law related matters.

A website will be created as a central site for rate payers to access for contact with the SEBBS, to make inquires, check frequently asked questions, access typical drawings of common structures, find applications for building and demolition, to find links to zoning by-law and municipal by-law information and to find information on the application process. Eventually, it could also be a central hub where residents can pay for their building permits, or pay for fines handed out by the by-law officers. Both the phone number and the email address will be promoted on a SEBBS website. This website will take additional administrative burden away from the administrators of each municipality.

Residents will still be able to make appointments with the inspectors during office hours, or at their homes if this is their preference.

During the peak building season, SEBBS hours will be extended to accommodate the increased demand for inspections and by-law complaint investigation. In lieu of charging overtime, the CBO and PSC / Building inspector will take any overtime worked in the summer as time off in the winter months.

As much as possible, the CBO would meet rate payers at their properties instead of in the municipal offices. These site visits would be an advantage to the rate payers of Sudbury East as many building or zoning issues can be recognized in the early stages of planning instead of relying on inaccurate plot plans or potentially missing obstacles to construction or non-compliance issues.

Over the winter of 2017 – 2018 an in depth study of existing by-laws will be undertaken by SEBBS staff. These by-laws will include, but are not limited to the user fee structure for CBO by-law and animal control by-laws in all four municipalities, property standards by-laws, trailer and RV by-laws, live stock running at large and weed control by-laws. The goals of this study will be threefold. One will be to compare the fees of all four municipalities with each other, and with neighboring municipalities to create a fee structure that is uniform across Sudbury East. The other will be to bring the building fees in line with a structure that will maximize cost recovery for the SEBBS. Lastly, the review would seek to create by-laws that are uniform across the Sudbury East region that will aid the By-law officers when enforcing the laws. Local amendments may be required to accommodate unique circumstances, but the goal would be to have laws that are clear, concise and easy for the residents of the region to understand and follow.

In addition to standardizing all fees, the SEBBS will create standardized forms and typical plans to be provided to the ratepayers of Sudbury East in each municipal office and also downloadable from the website. This standard will simplify the 2018 building season and lead to greater efficiencies for the department.

Given the seasonal nature of the work involved, there will be time over the winter months to improve the organization of data in each municipality. Working with the existing CGIS mapping system, the PSC/inspector and the CBO would take on projects in the winter such as the closing of open building permits to ensure that all increases in assessment are accounted for, investigating the appointment of a noxious weed officer, appointing livestock pound keepers as

per the POUNDS ACT, imputing all closed building permit data, keeping current with training, following up on orders and provincial offences, scanning and organizing municipal maps making the information easier to access, and ensuring that building and by-law complaints are being addressed.

## Operating Expenditures, Revenues and Cost Recovery:

The current total expenditures for all four municipalities, the bulk of which is salaries, is \$282,000. Table 1 illustrates the expenditures, revenues and cost recovery rates from each municipality in 2015.

Table 1 Current Model Expenditures Building Department and By-law enforcement (2015)

### Sudbury East Municipal Shared Services Study

## Building Controls

#### B. Current Service Delivery Model

	French River	Killarney	Markstay-Warren	St.-Charles
Current Service Delivery	Own Resources – Fulltime employee	Shared agreement with St.-Charles	Contracted service	Shared agreement with Killarney
2015 Operating Revenues	\$46,338	\$19,276	\$41,546	\$36,054
2015 Operating Expenditures	\$77,911	\$45,158	\$48,405	\$79,180
Net Levy Impact	(\$31,573)	(\$25,882)	(\$6,859)	(\$43,126)
Cost Recovery	59.5%	40.0%	85.8%	45.5%

## Proposed Budget 2017-2020

The shared model proposes considerable cost savings by reducing staff levels without sacrificing quality of services. This will be achieved by streamlining and modernizing the services provided by the building department due in large part to moving to a paperless department. In addition to cost savings, some municipalities will collect more revenues through building permits when fees are standardized across all four municipalities.

Table 2 shows anticipated departmental costs from 2017-2020:

	2017 (July - Dec)	2018	2019	2020
<b>CBO/Bylaw</b>	44,200	91,000.00	92,820	94,676
<b>Building Inspector / By-law</b>	vacant	71,500.00	72,930	74,389
<b>PSC</b>	29,250	Vacant	Vacant	Vacant
<b>Part Time By-law officer</b>	5,000	23,167.87	23,631	24,104
<b>Supplies</b>	1,000	1,000.00	1,020	1,040
<b>Animal Control</b>	N/A	30,000.00	30,600	31,212
<b>Uniforms</b>	5,000	1,000.00	1,020	1,040
<b>Training &amp; Membership</b>	8,500	8,000.00	8,160	8,323
<b>Equipment ( Technology)</b>	10,000	2,500.00	2,550	2,601
<b>Pound Keeping Equipment</b>	14,200	1,200.00	1,200.00	1,200.00
<b>Mileage</b>	24,000	30,000.00	30,600	31,212
<b>TOTAL</b>	<b>141,150</b>	<b>259,368</b>	<b>264,531</b>	<b>269,798</b>

## Proposed Payment Structure

Each municipality will separately collect all building by-law or animal control related fees.

Each Municipality will pay for SEBBS expenditures on a percentage basis. This percentage is two-fold.

1. A base amount which is calculated based on **the prior year taxable assessment value** of each municipality excluding PIL's and Exempt assessment. (50% value)
2. A variable amount which is calculated on **the prior year average number of building permits and the area** of each municipality. (50% value)

Table 3 2017 cost distribution :

Municipality	Base Amount			Variable Amount								Total Weighted cost recovery rate
	Taxable Assess. (SEPB) - 2016	% of assess. 2016	at 50%	# of Permits	% of permits 2016	at 75%	Area (KM <sup>2</sup> )	% of area	25% of area	Total % of area and permit value	at 50%	
French River	531,921,400	48%	24%	120	49%	37%	517	18%	5%	42%	21%	45%
Killarney	180,749,020	16%	8%	16	7%	5%	1,514	53%	13%	18%	9%	17%
Markstay-Warren	214,520,250	19%	10%	77	32%	24%	513	18%	4%	28%	14%	24%
St.-Charles	175,623,150	16%	8%	30	12%	9%	322	11%	3%	12%	6%	14%
<b>TOTAL</b>	<b>1,102,813,820</b>	<b>100%</b>	<b>50%</b>	<b>243</b>	<b>100%</b>	<b>75%</b>	<b>2,866</b>	<b>100%</b>	<b>25%</b>	<b>100%</b>	<b>50%</b>	<b>100%</b>

Table 4 Cost comparisons:

Municipality	Total Weighted cost recovery rate	2018 Operational Costs	Cost comparison				3 year average	Diff
			2014 Actuals per FIR (Building Control, By-law enf, Animal Control)	2015 Actuals per FIR (Building Control, By-law enf, Animal Control)	2016 Actuals per FIR (Building Control, By-law enf, Animal Control)			
French River	45%	116,435	153,104	111,034	96,542.00	120,226.67	3,792.01	
Killarney	17%	44,786	62,258	63,261	51,148.00	58,889.00	14,103.13	
Markstay-Warren	24%	61,847	35,337	58,377	45,182.00	46,298.67	(15,548.44)	
St.-Charles	14%	36,300	64,054	49,558	37,292.00	50,301.33	14,001.10	
<b>TOTAL</b>	<b>100%</b>	<b>259,368</b>	<b>314,753</b>	<b>282,230</b>	<b>230,164.00</b>	<b>275,715.67</b>	<b>16,347.79</b>	

The Municipality of French River will invoice the Municipality of St. Charles on an annual basis in November of each year for By-law services and use of truck.

As well, each municipality will be billed on a monthly basis throughout the year based on the annual budget. A year-end adjustment invoice will be made for any over or underpayments made based on actual costs.

We propose that the payment structure be adopted from 2017 – 2020 and be reviewed at the time of renewal taking into account the value of building permits, by-law enforcement and animal control issues which will increase the numbers of calls and potentially the amount of revenue brought into each municipality.

### Fee Comparison Based on Current Building Control By laws

Currently there exists a wide range of fees that are paid across Sudbury East for the same building permits. Table 8 illustrates a selection of typical permit types which highlight some of these discrepancies. This table clearly shows that in particular Markstay-Warren, who has been experiencing an increase in population growth, stands to gain a significant amount of increased revenue when its residential dwellings fee comes in line with the rest of the municipalities.

Table 5 Comparison of typical permit fees based on current by-laws

Building Type	Typical one story single detached dwelling(1500 sqft + 10 plumbing fixtures)	Residential Garage – no plumbing (600 sq ft)	Residential Attached Deck (120 sq ft)	Residential Attached Deck (200 sq ft)
St.-Charles	\$2,237.50	\$235.00	\$72.50	\$137.50
Markstay-Warren	\$1,162.00	\$280.00	\$80.00	\$80.00
Killarney	\$2,012.50	\$212.50	\$68.00	\$130.00
French River	\$1810.00	\$144.00	\$80.00	\$80.00

## **Conclusion:**

Due to various circumstances, the Municipalities of French River, Killarney, Markstay-Warren and St.-Charles are essentially sharing a building department at the time this report is being written. The feedback that we have been receiving has been positive thus far. Alain Mccann, a Chief Building Official (CBO) with 25 years of experience in building and inspecting has taken care of both St.-Charles and Killarney for the past 5 years, and has been assisted by Andrea Tarini for the past three years. Mr. Mccann began acting as CBO for Markstay- Warren in early 2017. As of July 2017, he and Ms. Tarini have taken over the building department for the Municipality of French River. While challenging, given that the current shared service agreement is not a long term solution, these circumstances have given the Municipalities of French River, Killarney, Markstay-Warren and St.-Charles the opportunity to combine Building Services, By-law and Animal/Canine Control under one umbrella allowing for cost savings and greater potential for income for all municipal ratepayers. All four municipalities will be served with a technologically cutting edge department made up of local professionals whose main priority will be to provide modern efficient service to the residents of Sudbury East.

## Appendixes

### Appendix A JOB DESCRIPTION Chief Building Official /By-law Officer

**POSITION TITLE:** Chief Building Official /By-law Officer

**REPORTS TO:** St.-Charles CAO

**SUBORDINATE POSITIONS:** Permit Services Clerk / Inspectors/By-Law Officers

**DATE:** July 2017

#### Position Summary:

To contribute to the safety and well-being of the residents and visitors to the Sudbury East through the administration and enforcement of the Ontario Building Code Act, Ontario Fire Code, Planning Act, Municipal Act, Property Standards By-Law, and other related By-Laws.

#### Responsibilities and Activities:

- *Chief Building Official Duties*
- Required by legislation (The Ontario Building Code Act and Regulations) to enforce the Ontario Building Code Act by conducting physical inspections of buildings.
- Processes building permit applications (Ontario Building Code Act and Township By-Laws); receives and reviews applications; discusses applications with property owners and/or their representatives; explains the content and intent of the Building code.
- Review building plans, conducts regular inspections, and/or directs the Building Inspector in inspection procedures/requirements.
- Performs detailed site inspections to ensure construction is in compliance with the Ontario Building Code Act and associated regulations and guidelines.
- Issues various Orders as required under the Code for non-compliance; prepares written orders, and documents the reasons for their issue.
- Review and comment on planning and development related applications (i.e. Site Plan, Minor Variance, Zoning By-Law Amendment, etc.) and responds to other requests for information such as special occasion permits, questionnaires, surveys, etc. related to Building Code Related matters.
- Assists Fire Chief and Deputy Fire Chiefs with respect to Fire Code inspections and enforcement.
- Prepares monthly written reports for Council, CMHC and Statistics Canada.
- Responds to lawyer inquiries concerning building, zoning and drainage matters.
- Reviews all applicable By-Laws, agreements, regulations prior to issuance of permits.

- Review plans and specification for the issuing of building permits
- Issue building permits
- Issue final and occupancy certificates
  
- Plumbing Inspector Duties
- Inspection and enforcement of Ontario Building Code, Part 7 (Plumbing).
- Reviews plumbing plans for compliance with regulations of the Ontario Building Code.
- Conducts on-site inspection of plumbing installations.
- Conducts on-site inspection on in floor Hydronic installations
- Issues various Orders as required under the Code for non-compliances; prepares written orders, and documents the reasons for their issue.
- By-Law Compliance Investigator Duties
- Provides support and investigative services to the Planning and Development Department.
- Appointed as Provincial Offences Officer for inspection and enforcement of Municipal By-Laws.
- Attends Court to present evidence, give testimony.
- Maintains accurate records of By-Law compliance activities.
- Issues tickets and summonses.
- Maintains training and education in By-Law investigative techniques, law of entry, etc.
- Property Standards Officer Duties
- Designated as Property Standards Officer under legislation for purposes of enforcing the Township's Property Standards By-Law.
- Maintains accurate and detailed records and ensures adherence to all statutes, regulations, by-laws and other applicable policies and procedures.
- Investigates property standards complaints
- Investigate structural integrity of building versus occupancy
- Issue orders relating to OBC
- Zoning Officer Duties
- Reviews and comments on planning applications when required.
- Discusses and clarifies planning rules and regulations with ratepayers, builders, developers, etc.
- Recommends policy procedures to Director of Planning and Development, Council, Planning and Development Department Staff on planning and development matters.
- Other Duties
- Supervise and provide general direction to department staff including Permit Services Clerk, Inspectors and By-law Officers.
- Works with the Director of Planning and Development, Fire Department and Chief Administration Officer to help ensure efficient and effective procedures and policies for new development and redevelopment within the Township.
- Responsible for administration and liaison duties as they pertain to the foregoing responsibilities.

- Develops and recommends policy on the performance of inspection and enforcement duties.
- Provides input on Operating and Capital Budgets for areas of responsibility.
- Reviews and recommends fees for areas of responsibility.
- Maintains an effective liaison with other staff and various Ministry representatives in the performance of responsibilities.
- Maintains knowledge, skills and expertise at a high level by attending appropriate courses, training seminars, conferences and by selected reading.
- Provides assistance and direction to other Township staff and departments with respect to facility inspections, maintenance and capital improvements of Township facilities.
- Attend regular OBOA meetings and training sessions
- Attend site visits to assure compliance with zoning By-Law and OBC's requirements
- Protects own health and health of others by adopting safe work practices, reporting unsafe conditions immediately, and attending all relevant in-services regarding occupational health and safety. Follows all guidelines for employees and employers as legislated under the *Ontario Occupational Health and Safety Act*.
- Other related duties, as requested and required.

The foregoing description reflects the general duties necessary to describe the principle functions of the job identified, and shall not be construed to be all of the work requirements that may be inherent in this classification.

### **Qualifications:**

- Post-secondary education in construction inspection techniques, Engineering or Architectural Technologist, plans examination combined with a minimum five (5) years relevant experience in building inspection and by-law enforcement or an acceptable combination of equivalent experience or education.
- Qualified and registered with the Ministry of Municipal Affairs and Housing (QuARTS) in the minimum following categories: General Legal / Process (Chief Building Official); House; Small Buildings; Plumbing House; Plumbing All Buildings; Large Buildings. Building services, Structural, and Legal duty of the CBO.
- Knowledge and understanding of the Ontario Building Code, the Ontario Building Code Act, Ontario Plumbing Code, Fire Code and applicable Municipal, Provincial and Federal Laws.
- Membership in the Ontario Building Officials Association, Municipal Law Enforcement Officers Association and Wood Energy Technical Training Association.
- Knowledge of building construction and theory through technical training in engineering technology and survey techniques.
- Past record of effective communication and analytical skills dealing with clients, architects, engineers, other government agencies and contractors would be an asset.
- Ability to read and interpret construction drawings, engineering/surveyors' reports □  
General working knowledge of municipal operations and the working of other departments.

- Good analytical, organizational and communication skills.
- Ability to exercise good judgement in enforcement functions and decision-making. □  
Mandatory to update training and knowledge required for the position in all areas.
- Proficiency in the MS Office Suite (Word, Excel, PowerPoint, Outlook) and working knowledge of computer programs including and CGIS □ Valid Class G Drivers License.

**Working Conditions:**

- Usual hours of work are Monday to Friday, 8:30 am to 4:30 pm (35 hours per week).
- Attend regular Council meetings and may be expected to undertake evening work.
- Stress is a factor of the position because of the variety of duties and prospects of peak periods in certain seasons and because of the reality of conflict with citizens about inspection and enforcement.
- Work is often performed in potentially hostile and emotional environments.
- Physical risks exist on constructions sites. Some work must be carried out in inclement weather. Is required on occasion to enter hazardous environments. □ Must operate a vehicle on a regular basis, usually within the Municipality □ General office working conditions.

## Appendix B JOB DESCRIPTION - Permit Services Clerk -

**POSITION TITLE:** Permit Services Clerk

**REPORTS TO:** CBO

**SUBORDINATE  
POSITIONS:** None

**DATE:** July 2017

**- Position Summary:**

Permit Services Clerk: Reporting to the CBO, the Permit Services Clerk will receive and review building permit applications for erection, alteration, renovation, extension, installation, demolition and repair of all building sizes and types of complexity with respect to the regulations set out by the Ontario Building Code.

By-law enforcement: Reporting to the CAO's of each municipality, the By-Law Enforcement Officer is responsible for enforcing municipal by-laws and providing public information to ensure the protection of residents, property and employees.

**Responsibilities and Activities: Building Department duties include:** permit application intake and acceptance, calculating permit fees, zoning compliance review, obtaining permit issuance from the CBO, maintaining permit records and preparation and issuance of related correspondence; plans examination including reviewing permit documentation to determine issuance or denial of building permits with respect to compliance with relevant laws, codes and zoning by/laws; training and education of permit issuance processes to the public applicants and professionals including developing materials, handouts, and training aids; all scheduling and coordination of site visits and building inspections for the CBO; integrating existing data into the CGIS mapping system for all municipalities to help use the information more efficiently; competing all reporting for council, MPAC, CMHC and Statistics Canada; other duties as assigned.

**Qualifications:**

- Post-secondary education in construction inspection techniques, Engineering or Architectural Technologist, plans examination combined with a minimum five (5) years relevant experience in building inspection and by-law enforcement or an acceptable combination of equivalent experience or education.
- Qualified and registered with the Ministry of Municipal Affairs and Housing (QuARTS) in the minimum following categories: Community Planning and Zoning Administration 2008 and General Legal / Process (Chief Building Official); Knowledge and understanding of the Ontario Building Code, the Ontario Building Code Act, Ontario Plumbing Code, Fire Code and applicable Municipal, Provincial and Federal Laws.
- Membership in the Ontario Building Officials Association, Municipal Law Enforcement Officers Association and Wood Energy Technical Training Association.

- Knowledge of building construction and theory through technical training in engineering technology and survey techniques.
- Past record of effective communication and analytical skills dealing with clients, architects, engineers, other government agencies and contractors would be an asset.
- Ability to read and interpret construction drawings, engineering/surveyors' reports □  
General working knowledge of municipal operations and the working of other departments.
- Good analytical, organizational and communication skills.
- Ability to exercise good judgement in enforcement functions and decision-making. □  
Mandatory to update training and knowledge required for the position in all areas.
- Proficiency in the MS Office Suite (Word, Excel, PowerPoint, Outlook) and working knowledge of computer programs including and CGIS □ Valid Class G Drivers License.

**Working Conditions:**

- Usual hours of work are Monday to Friday, 8:30 am to 4:30 pm (35 hours per week).
- May be expected to undertake evening and weekend work.
- Stress is a factor of the position because of the variety of duties and prospects of peak periods in certain seasons.

## Appendix C JOB DESCRIPTION - Inspector / By-law Officer

**POSITION TITLE:** Inspector / By-law Officer

**REPORTS TO:** St.-Charles CBO

**SUBORDINATE POSITIONS:** Permit Services Clerk

**DATE:** May 2018

### Position Summary:

To contribute to the safety and well-being of the residents and visitors to the Sudbury East through the administration and enforcement of the Ontario Building Code Act, Ontario Fire Code, Planning Act, Municipal Act, Property Standards By-Law, and other related By-Laws.

### Responsibilities and Activities:

- *Inspector Duties*
- Required by legislation (The Ontario Building Code Act and Regulations) to enforce the Ontario Building Code Act by conducting physical inspections of buildings.
- Processes building permit applications (Ontario Building Code Act and Township By-Laws); receives and reviews applications; discusses applications with property owners and/or their representatives; explains the content and intent of the Building code.
- Review building plans, conducts regular inspections, and/or directs the Building Inspector in inspection procedures/requirements.
- Performs detailed site inspections to ensure construction is in compliance with the Ontario Building Code Act and associated regulations and guidelines.
- Issues various Orders as required under the Code for non-compliance; prepares written orders, and documents the reasons for their issue.
- Review and comment on planning and development related applications (i.e. Site Plan, Minor Variance, Zoning By-Law Amendment, etc.) and responds to other requests for information such as special occasion permits, questionnaires, surveys, etc. related to Building Code Related matters.
- Assists Fire Chief and Deputy Fire Chiefs with respect to Fire Code inspections and enforcement.
- Prepares monthly written reports for Council, CMHC and Statistics Canada.
- Responds to lawyer inquiries concerning building, zoning and drainage matters.
- Reviews all applicable By-Laws, agreements, regulations prior to issuance of permits.
- Review plans and specification for the issuing of building permits
- Issue building permits
- Issue final and occupancy certificates

- Plumbing Inspector Duties
- Inspection and enforcement of Ontario Building Code, Part 7 (Plumbing).
- Reviews plumbing plans for compliance with regulations of the Ontario Building Code.
- Conducts on-site inspection of plumbing installations.
- Conducts on-site inspection on in floor Hydronic installations
- Issues various Orders as required under the Code for non-compliances; prepares written orders, and documents the reasons for their issue.
  
- By-Law Compliance Investigator Duties
- Provides support and investigative services to the Planning and Development Department.
- Appointed as Provincial Offences Officer for inspection and enforcement of Municipal By-Laws.
- Attends Court to present evidence, give testimony.
- Maintains accurate records of By-Law compliance activities.
- Issues tickets and summonses.
- Maintains training and education in By-Law investigative techniques, law of entry, etc.
- Property Standards Officer Duties
- Designated as Property Standards Officer under legislation for purposes of enforcing the Township's Property Standards By-Law.
- Maintains accurate and detailed records and ensures adherence to all statutes, regulations, by-laws and other applicable policies and procedures.
- Investigates property standards complaints
- Investigate structural integrity of building versus occupancy
- Issue orders relating to OBC
- Zoning Officer Duties
- Reviews and comments on planning applications when required.
- Discusses and clarifies planning rules and regulations with ratepayers, builders, developers, etc.
- Recommends policy procedures to Director of Planning and Development, Council, Planning and Development Department Staff on planning and development matters.
- Other Duties
- Works with the Director of Planning and Development, Fire Department and Chief Administration Officer to help ensure efficient and effective procedures and policies for new development and redevelopment within the Township.
- Responsible for administration and liaison duties as they pertain to the foregoing responsibilities.
- Develops and recommends policy on the performance of inspection and enforcement duties.
- Reviews and recommends fees for areas of responsibility.
- Maintains an effective liaison with other staff and various Ministry representatives in the performance of responsibilities.

- Maintains knowledge, skills and expertise at a high level by attending appropriate courses, training seminars, conferences and by selected reading.
- Provides assistance and direction to other Township staff and departments with respect to facility inspections, maintenance and capital improvements of Township facilities.
- Attend regular OBOA meetings and training sessions
- Attend site visits to assure compliance with zoning By-Law and OBC's requirements
- Protects own health and health of others by adopting safe work practices, reporting unsafe conditions immediately, and attending all relevant in-services regarding occupational health and safety. Follows all guidelines for employees and employers as legislated under the *Ontario Occupational Health and Safety Act*.
- Other related duties, as requested and required.

The foregoing description reflects the general duties necessary to describe the principle functions of the job identified, and shall not be construed to be all of the work requirements that may be inherent in this classification.

**Qualifications:**

- Post-secondary education in construction inspection techniques, Engineering or Architectural Technologist, plans examination combined with a minimum five (5) years relevant experience in building inspection and by-law enforcement or an acceptable combination of equivalent experience or education.
- Qualified and registered with the Ministry of Municipal Affairs and Housing (QuARTS) in the minimum following categories: General Legal / Process (Chief Building Official); House; Small Buildings; Plumbing House; Plumbing All Buildings; Large Buildings. Building services, Structural, and Legal duty of the CBO.
- Knowledge and understanding of the Ontario Building Code, the Ontario Building Code Act, Ontario Plumbing Code, Fire Code and applicable Municipal, Provincial and Federal Laws.
- Membership in the Ontario Building Officials Association, Municipal Law Enforcement Officers Association and Wood Energy Technical Training Association.
- Knowledge of building construction and theory through technical training in engineering technology and survey techniques.
- Past record of effective communication and analytical skills dealing with clients, architects, engineers, other government agencies and contractors would be an asset.
- Ability to read and interpret construction drawings, engineering/surveyors' reports □  
General working knowledge of municipal operations and the working of other departments.
- Good analytical, organizational and communication skills.
- Ability to exercise good judgement in enforcement functions and decision-making. □  
Mandatory to update training and knowledge required for the position in all areas.
- Proficiency in the MS Office Suite (Word, Excel, PowerPoint, Outlook) and working knowledge of computer programs including and CGIS □ Valid Class G Drivers License.

**Working Conditions:**

- Usual hours of work are Monday to Friday, 8:30 am to 4:30 pm (35 hours per week).

- Attend regular Council meetings and may be expected to undertake evening work.
- Stress is a factor of the position because of the variety of duties and prospects of peak periods in certain seasons and because of the reality of conflict with citizens about inspection and enforcement.
- Work is often performed in potentially hostile and emotional environments.
- Physical risks exist on constructions sites. Some work must be carried out in inclement weather. Is required on occasion to enter hazardous environments.  Must operate a vehicle on a regular basis, usually within the Municipality  General office working conditions.

## Appendix D Current Staff Experience

### Chief Building Official (CBO)

**Alain McCann** M.A.A.T.O.; C.B.C.O. B.C.I.N.

Architectural Technologist

Registered Designer/Inspector

With over twenty five years' experience in various facets of the construction industry, and over 3000 buildings designed during those years, Alain McCann has an impressive portfolio of industry experience. This experience ranges from building construction and inspection to project management and building design. Alain has established himself as a specialist in the field of residential and housing design, construction and inspection. This experience allows him to strike an effective balance between superior customer service and protecting the interests of the municipality. Due to Alain's experience and training, the Municipalities would not have to outsource any residential or commercial work that is proposed in Sudbury East.

### Permit Services Clerk (PSC)

**Andrea Tarini** B. Sc.

Permit Services Clerk/Inspector in training

As junior staff, Andrea is responsible for the clerical and customer service aspects of the position. Andrea brings to each project indispensable and effective organization skills and a professional level of customer service.

Andrea has completed the Community Planning and Zoning Administration course which has trained her to review building applications with respect to zoning by-laws and is working towards her BCIN certification through the Ministry of Municipal Affairs and Housing. She has completed the Legal Process for Building Officials and Designers course.

Both Mr. McCann and Ms. Tarini have been working together in St.-Charles for the past three years and have built a common vision of how the SEBBS will be operated. Their emphasis has and will be on providing good customer service to the residents of Sudbury East by bringing an ease to the application process. Innovations like the addition of a user friendly website, the ability to scan and email documents directly to the department and back to customers, a focus on site visits before applications are submitted and mobility in the department will all contribute to this improved service.

**THE CORPORATION OF THE MUNICIPALITY OF FRENCH RIVER**

**BY-LAW 2017-\*\***

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE THE SUDBURY EAST BUILDING AND BY-LAW SERVICES AGREEMENT WITH THE MUNICIPALITY OF ST.-CHARLES, KILLARNEY, AND MARKSTAY-WARREN

**WHEREAS** Section 20 (1) of the Municipal Act, 2001, S. O. 2001, c. 25 provides that a municipality may enter into an agreement with one or more municipalities or local bodies or a combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

**AND WHEREAS** Council deems it desirable and necessary to enter into an agreement with the Municipalities of St.-Charles, Killarney, and Markstay Warren for a shared services of the Building and By-law Departments;

**AND WHEREAS** all municipalities agree that the Building and By-law Departments are necessary and that the costs for such services will be borne by all municipalities as per the attached agreement;

**AND THEREFORE** the Council of the Corporation of the Municipality of French River enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute the Sudbury East Building and By-law Services Agreement between the Municipality of St.-Charles, the Municipality of Killarney, the Municipality of Markstay Warren and the Municipality of French River.
2. That said Agreement is attached hereto as Appendix 'A'.
3. That By-laws 2012-66 and 2017-39 are hereby repealed.
4. This by-law shall come into force and take effect on the day it is passed.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 13<sup>th</sup> DAY OF SEPTEMBER 2017.**

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**MAYOR**

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**CLERK**

## SUDBURY EAST BUILDING AND BY-LAW SERVICES (Shared Service Agreement)

THIS AGREEMENT MADE:

BETWEEN:

**The Corporation of the Municipality of Killarney  
The Corporation of the Municipality of French River  
The Corporation of the Municipality of Markstay-Warren  
(HEREINAFTER CALLED THE "Municipalities")**

AND:

**The Corporation of the Municipality of St.-Charles  
(HEREINAFTER CALLED THE "Service Provider")**

**WHEREAS** the **Municipalities** and the Service Provider deem it desirable to share a Building Department and By-law Enforcement Department (henceforth known as the Sudbury East Building and By-law Services (SEBBS));

**AND WHEREAS** the **Municipalities** contract the provision of Building, By-law and Animal Control services from the Service Provider;

**NOW THEREFORE** it is agreed between the parties as follows:

### 1. TERMS

1.1 The term of this Agreement shall be for a period of three (3) years commencing on October 1, 2017, with an option to renegotiate. The invoices will be back dated to July 2017 to compensate for the shared services already offered.

### 2. COSTS AND BILLING

2.1 The forecasted costs for the SEBBS are as follows:

	<b>2017 (July - Dec)</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
<b>CBO/Bylaw</b>	44,200	91,000.00	92,820	94,676
<b>Building Inspector / By-law</b>	vacant	71,500.00	72,930	74,389
<b>PSC</b>	29,250	Vacant	Vacant	Vacant
<b>Part Time By-law officer</b>	5,000	23,167.87	23,631	24,104
<b>Supplies</b>	1,000	1,000.00	1,020	1,040
<b>Animal Control</b>	N/A	30,000.00	30,600	31,212
<b>Uniforms</b>	5,000	1,000.00	1,020	1,040
<b>Training &amp; Membership</b>	8,500	8,000.00	8,160	8,323
<b>Equipment ( Technology)</b>	10,000	2,500.00	2,550	2,601
<b>Pound Keeping Equipment</b>	14,200	1,200.00	1,200.00	1,200.00
<b>Mileage</b>	24,000	30,000.00	30,600	31,212
<b>TOTAL</b>	<b>141,150</b>	<b>259,368</b>	<b>264,531</b>	<b>269,798</b>

- 2.2 In consideration of the provision of the services set out herein, the Service Provider shall be paid on the following basis:
- A base amount which is calculated based on **the prior year taxable assessment value** of each Municipality excluding PIL's and Exempt assessment. (50% value)
  - A variable amount which is calculated on **the prior year average number of building permits and the area** of each Municipality. (50% value)

EXAMPLE for 2017:

Municipality	Base Amount			Variable Amount								Total Weighted cost recovery rate
	Taxable Assess. (SEPB) - 2016	% of assess. 2016	at 50%	# of Permits	% of permits 2016	at 75%	Area (KM <sup>2</sup> )	% of area	25% of area	Total % of area and permit value	at 50%	
French River	531,921,400	48%	24%	120	49%	37%	517	18%	5%	42%	21%	45%
Killarney	180,749,020	16%	8%	16	7%	5%	1,514	53%	13%	18%	9%	17%
Markstay-Warren	214,520,250	19%	10%	77	32%	24%	513	18%	4%	28%	14%	24%
St.-Charles	175,623,150	16%	8%	30	12%	9%	322	11%	3%	12%	6%	14%
<b>TOTAL</b>	<b>1,102,813,820</b>	<b>100%</b>	<b>50%</b>	<b>243</b>	<b>100%</b>	<b>75%</b>	<b>2,866</b>	<b>100%</b>	<b>25%</b>	<b>100%</b>	<b>50%</b>	<b>100%</b>

- 2.3 These percentages for each municipality will vary from year to year based on assessment value and number of building permits.
- 2.4 Each Municipality will be billed on a monthly basis throughout the year based on a multiplication of the calculated rate times the forecasted cost for the year in question.
- 2.5 A year-end adjustment invoice or refund will be made for any underpayments or overpayments made based on actual costs. Cost will not exceed 10% of the forecasted cost unless approved by council resolution of the **Municipalities**.
- 2.6 The Service Provider may subcontract any part of these services within expected service levels and budget. For example: The Municipality of French River will invoice the Municipality of St. Charles on an annual basis in November of each year for By-law services and use of truck.

### 3. FEES COLLECTED

- 3.1 All Building, By-law or Animal Control related fees shall be collected by the Municipality having jurisdiction over the permit or By-law fee.

### 4. TERMINATION

- 4.1 In the event that any of the **Municipalities** choose to terminate the agreement, prior to the expiration of the agreement, the **Municipalities** will reimburse all termination fees and return all shared equipment required to provide services supplied by the Service Provider.
- 4.2 This Agreement may be terminated by either party without cause providing the other party with one hundred and eighty (180) days written notice before the anniversary date.
- 4.3 The penalty shall be 100% of the proportional remaining cost as per the forecast in section 2.

### 5. CONTRACTED SERVICES

The Service Provider shall supply the following:

- 5.1 **ADMINISTRATION:** The CAO of St.-Charles will be responsible for responding to any complaints directed toward the SEBBS. All payroll and administration directly related to paying SEBBS staff will be performed by the staff of the Municipality of St.-Charles.

- 5.2 **BUILDING SERVICES:** The Chief Building Official (CBO) along with the Permit Services Clerk (PSC) will provide Building services for 2017 and half of 2018. The PSC will then be qualified to be a building inspector and the PSC position will be vacant for the remainder of the term of this agreement. The PSC or Building Inspector will be responsible for the administration of the Building Services.
- 5.3 **BY-LAW SERVICES:** The CBO, PSC or Building Inspector and a Part-Time Municipal Law Enforcement Officer (MLEO) will provide By-Law enforcement services for the term of this agreement. The PSC or Building Inspector will be responsible for the administration of the By-Law Services. By-Law services also include the management of noxious weeds.
- 5.4 **ANIMAL CONTROL SERVICES:** will remain the responsibility of each Municipality until March 2018 when a RFP will be issued to contract out the service. The PSC or Building Inspector will be responsible for the administration of the Animal Control Services. The administration of the Pound services for livestock at large will also be the responsibility of the SEBBS. A separate RFP for pound services will be issued.
- 5.5 **UPDATES TO RELATED BY-LAWS AND USER FEES:** will be standardised across the **Municipalities** and the Service Provider in quarter 1 and 2 of 2018.
- 5.6 **TECHNOLOGY:** All calls for Building or By-law services will be directed to a central phone number and or email address allowing for an easy coordination of services. The GIS mapping system will continue to be paid by each of the **Municipalities** and the Service Provider. The **Municipalities** will still have access to their GIS mapping system including access to all building files. Layers for Animal Control and By-law enforcement will be provided by each of the **Municipalities**. The Service Provider will pay the upgrades to the GIS system to have universal scheduling of building inspections and the capacity to attach files to the building permits. The **Municipalities** authorise the Service Provider to have access to the GIS system. A SEBBS website will be created to take by-law complaints and building inspection intakes and relay relevant information.
- 5.7 **MOBILE SERVICES:** The CBO, the PSC / Building Inspector and the MLEO will visit each municipal office on a regular basis. Most intakes, complaints, inspections, orders, etc... will be done at the resident's location.
- 5.7 **RECORDS MANAGEMENT:** All building and by-law files will stay in each Municipality along with an electronic version available through the GIS system. The SEBBS will maintain accurate and dependable reports.
- 5.8 **LEVEL OF SERVICE:** Normal hours of operations will be from 9am to 4:30pm. Should the **Municipalities** or residents request services outside those hours of operations it will be to the discretion of the CBO to approve/deny and schedule the request. Phones will not be answered out of the hours of operations. All calls will be answered or returned within the next business day. All inspections will be done within the next 2 business days of the requested date. All By-law (including Animal Control) complaints will be investigated within the next 2 business days.

## 6. MUNICIPALITIES RESPONSIBILITIES

- 6.1 Under Section 7 of the Building Code Act S.O. 1992, all Ontario Municipalities are required to establish a Code of Conduct or Quality Management Plan (QMP). It is the responsibility of each party to ensure that an established Code of Conduct or QMP is in place in their respective areas of jurisdiction. The requirements of a Code of Conduct or QMP shall be spelled out in the Municipality's Building By-Law and the Building By-Law shall be in compliance with the Ontario Building Code (OBC).
- 6.2 The **Municipalities** will have to perform some administrative work for the initial intake of building permits, fee collections and permit delivery which will be comparable to the work levels that already exist in each office.

## 7. GENERAL PROVISIONS

- 7.1 The Service Provider provides the CAO as an operational contact that shall act as liaison between the **Municipalities** CAO's and the SEBBS staff. This shall address daily and immediate needs and concerns of any operational situations.
- 7.2 The Service Provider shall participate in an bi-annual meetings (twice per year) with the **Municipalities**, chaired by the Service Provider CAO. The objectives of these meetings will be to address issues arising from the performance of this Agreement, and degree of satisfaction of all parties. Other meetings may be called by any party contacting the **Municipalities** CAO or the Service Provider CAO.
- 7.3 The daily operation of the SEBBS will be the responsibility of, and under the direction of, the Municipality of St.-Charles CAO.
- 7.4 This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
- 7.5 In every clause of this Agreement, unless the contrary intention appears, words importing the singular number of the masculine gender only, include more persons, parties or things of the same kind than one, and females as well as males and the converse, and a word interpreted in the singular number has a corresponding meaning when used in the plural.
- 7.6 Any notice required or permitted by this Agreement to be given by the parties hereto shall be in writing and shall be conclusively deemed to have been delivered on the date of mailing of such notice.
- 7.7 Any such notice required to be given herein shall be in writing and shall be delivered in electronic form (through email) to all of the **Municipalities** CAO's.
- 7.8 The parties hereto, on behalf of themselves, their heirs, executors, administrators and permitted assigns, including successors in title, covenant and agree to indemnify and save harmless each other from all actions, causes of actions, suits, claims or demands whatsoever which arise directly or by reason of each parties own negligence or non-performance of this Agreement.
- 7.9 All clause headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement.
- 7.10 If any provision or portion of any provision in this Agreement shall be held by a Court of competent jurisdiction to be unenforceable, invalid or illegal, such provision or such portion of the

provision shall be severed from the remainder of this Agreement for the purpose only of the particular proceeding. This Agreement will, in every other respect, continue in full force and effect.

- 7.11 The invalidity or unenforceability of any provision or part of any provision of this Agreement shall not affect the validity or enforceability of any other provision or part of any provision hereof.
- 7.12 This Agreement shall be construed in accordance with and governed by the laws in force in the Province of Ontario and as interpreted by the Courts of that Province.
- 7.13 The parties hereto agree that any dispute, be it of fact, law or a mixed question of fact and law, which may arise as a result of this Agreement shall be referred to and resolved by a mutually agreeable single arbitrator, pursuant to the provisions of the Arbitration Act, 1991 and amendments thereto. The costs of such arbitration shall be borne equally by the parties unless otherwise ordered by the arbitrator. If a party herein commences a proceeding in respect of a matter to be submitted to arbitration under this Agreement, the court in which the proceeding is commenced shall, on the motion of the other party to this Agreement, stay the proceeding.

#### 8. **RELEASE OF LIABILITY**

- 8.1 The **Municipalities** agree to accept all liabilities for costs, claims, court fees, judgments, suits, charges or actions made against the SEBBS as a result of this agreement in performing any duties set forth in the **Municipalities**.
- 8.2 Further, the **Municipalities** will ensure they have sufficient insurance for the work done by the contracted services of the SEBBS.
- 8.3 Only actions done in the course of the SEBBS duties within the **Municipalities** shall be covered by their respective insurance.

IN WITNESS WHEREOF the **Municipalities** have hereunto affixed its Seal duly attested to by its proper officers in that behalf.

DATED AT THE **MUNICIPALITY OF FRENCH RIVER** THIS      DAY OF      ,2017.

\_\_\_\_\_  
Claude Bouffard  
**Mayor**

\_\_\_\_\_  
Marc Gagnon  
**Chief Administrative Officer**

DATED AT THE **MUNICIPALITY OF KILLARNEY** THIS      DAY OF      ,2017.

\_\_\_\_\_  
Virginia Rook  
**Mayor**

\_\_\_\_\_  
Candy Beauvais  
**Clerk - Treasurer**

DATED AT THE **MUNICIPALITY OF MARKSTAY-WARREN** THIS      DAY OF      ,2017.

\_\_\_\_\_  
Stephen Salonin  
**Mayor**

\_\_\_\_\_  
Denis Turcot  
**Chief Administrative Officer**

DATED AT THE **MUNICIPALITY OF ST. CHARLES** THIS      DAY OF      ,2017.

\_\_\_\_\_  
Paul Schopmann  
**Mayor**

\_\_\_\_\_  
Julie Bouthillette  
**Chief Administrative Officer**

**CORPORATION OF THE MUNICIPALITY OF FRENCH RIVER**

**BY-LAW 2017-\*\***

**BEING A BY-LAW TO APPOINT A CHIEF BUILDING OFFICIAL**

**WHEREAS** section 3(2) of the Building Code Act, S.O. 1992, as amended, requires the Council of each municipality to appoint Chief Building Official and such inspectors as are necessary for the purposes of enforcement of the Building Code Act in the areas in which the municipality has jurisdiction;

**NOW THEREFORE** the Council of the Corporation of The Municipality of French River hereby enacts as follows:

- 1) That Alain McCann is hereby appointed as Chief Building Official for the Corporation of the Municipality of French River.
- 2) That Alain McCann shall carry out the statutory duties and responsibilities of Chief Building Official under the authority of the Building Code Act, as amended, and the regulations thereunder.
- 3) That By-law 2015-18 is hereby repealed.
- 5) This By-law shall come into force and take effect upon third and final reading.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 13<sup>th</sup> DAY OF SEPTEMBER 2017.**

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**MAYOR**

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**CLERK**

**CORPORATION OF THE MUNICIPALITY OF FRENCH RIVER**

**BY-LAW 2017-\*\***

**BEING A BY-LAW TO APPOINT A MUNICIPAL LAW ENFORCEMENT OFFICER**

**WHEREAS** pursuant to the Police Services Act, R.S.O., c.P15, s.15 (1), a Municipal Council may appoint persons to enforce the by-laws of the municipality, who shall be peace officers for the purpose of enforcing the by-laws of the Municipality; and

**WHEREAS** pursuant to the Ontario Building Act, S.O. 1992, c. 23, s. 15.1 (3), Council passed By-law 2006-12 to prescribe standards for the maintenance and occupancy of property within the Municipality; and

**WHEREAS** By-law 2006-12 also provides for administering and enforcing of same by the Property Standard Officers; and

**WHEREAS** it is deemed necessary and desirable to appoint a Municipal Law Enforcement Officer and Property Standard Officer with the authority and legislative protection of peace officer for such purposes for the Corporation of the Municipality of French River.

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF FRENCH RIVER ENACTS AS FOLLOWS:**

1. That the following persons be appointed as Municipal Law Enforcement Officer and Peace Officer for the Corporation of the Municipality of French River whose duties shall be to enforce the municipal by-laws and as Property Standards Officer to whom is hereby assigned and entrusted the responsibility of administering and enforcing By-law 2006-12 and any by-law amending the same hereafter enacted:
  - i. Alain McCann
  - ii. Andrea Tarini
2. That By-laws 2013-30 and 2016-22 are hereby repealed.
3. This By-law shall come into force and take effect immediately upon being passed.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED ON THIS 13<sup>th</sup> DAY OF SEPTEMBER, 2017.**

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**MAYOR**

---

**CLERK**

G100 (2745 x 7320)



455 305 Em @ 95%

G101 (2745 x 7320)



455 305 Em @ 95%

Overlay Sign Size (0455 x 3660)



**DRAFT**



**Ontario**  
Ministry of Transportation  
The Traffic Office  
Traffic Operations Engineering Section  
May 26, 2017 - C. Thompson

- Printed Page Drawing @ 20% of 1:10 Drawing
- Dimensions in Millimeters (mm)



Ch. Daoust Lake Rd.

Alban / Noëlville

Sturgeon Falls

1 km





# Municipality of French River

Report CL-10-2017  
of the Clerk's Department  
For Consideration by Council

## RE: Revised Cemetery By-law and Application to Increase Capacity at the St. David Cemetery

### **OBJECTIVE:**

To present the Revised Cemetery By-law and the proposed Application to Increase Capacity at the St. David Cemetery with additional Cremation Lots and a Columbarium.

### **BACKGROUND:**

The Municipality of French River is the Operator of the Notre Dame de Lourdes (Alban Cemetery acquired in 1999) and the St. David (Noëlville Cemetery acquired in 1980s). The day to day management includes the sale of lots and niches, the coordination of burials and monument installation and the interment of cremated remains and casketed remains.

It is good practice to offer alternative interment choices and make better use of existing cemetery property.

In 2003, the process to purchase additional land to expand the Alban Cemetery commenced and the Registrar Approval was received in 2007 for additional Regular Lots and a 72 Dome Niche Columbarium.

The intent was to also add a Columbarium in the Noëlville Cemetery. Consequently, since then, the demand for it and the trend of niche sales in Alban have been monitored (\*statistics and trend on the sale of niches, cremation lots and regular lots is shown in the Report Budget Analysis).

Resulting from many factors in the last years, the task to pursue the project for the Noëlville Cemetery has been lengthy. In August 2015, an Inspection of our cemeteries, their books and records was conducted by the Ministry to ensure compliance with the requirements of the new Funeral Burial Cremation Services Act (FDCSA) which came into effect on July 1, 2012. The new legislation resulted in major changes to the regulations and requirements for cemetery operators, funeral establishment owners and consumer groups.

Resulting from the inspection, a total number of thirteen (13) items needed to be addressed such as the update of our price lists, contracts, certificates, by-law and modifications to our operational duties. To date, there are four (4) items left to be addressed in order to become compliant which all pertain to the review of the Cemetery By-law that sets the rules and regulations to operate the cemeteries.

In order to complete this process, the Cemetery By-law has been reviewed and updated to be compliant with the new provisions.

## **ANALYSIS:**

### **A. New Cemetery By-law - outline of changes**

The New Cemetery By-law is attached as an appendix; it has received a major review and now includes the new provisions as follows:

1. By-law, reformatted and updated to meet new regulations
  - The FBCSA and Ontario Regulation 30/11 now provides the cemetery operator with two choices regarding the resale of interment rights;
    - a) permit the resale of interment rights to a third party, or
    - b) prohibit the resale of interment rights and require the cemetery operator to repurchase interment rights at current price list amounts. Each cemetery operator may choose either option that pertains to their particular cemetery. The Draft Cemetery By-law permits the resale and provides for the process.
  - add provisions for the cancellation of Interments Rights within 30 day cooling-off period and after the 30 day period
2. Price List, formatted and updated to meet new regulations
3. Contract, formatted and updated to meet new regulations
4. Certificate of Interment Rights, formatted and updated to meet new regulations

### **B. Application for Consent to Alter/Increase the Capacity of the St. David Cemetery**

The Overview of the Noëlville Cemetery and the sketches showing the locations of the Proposed Columbarium and the additional Cremation Lots are attached to the report.

1. It is recommended that forty (40) Cremation (in-ground) Lots be added in addition of the current 20 Cremation Lots that have all been sold. The new cremation lots might affect current Regular Lots but it is difficult to determine prior to the lots being surveyed, it is expected that a maximum of 15 Regular Lots would be eliminated.
2. It is recommended that an area be designated for the addition of a Columbarium to offer alternative options for the interment of cremated remains, a Columbarium offers an attractive, secure and low maintenance structure. The area being proposed has not been surveyed for lots, it is an empty space that was part of the old section of the cemetery. It is the preferred location as it would allow for easy access for installation, for future expansion and has space for beautification. The plan allows space for future expansion, consistent to the approach used for the Alban Cemetery.

A 72 Dome Niche Columbarium (each niche has a double occupancy) is being proposed in order to be consistent with the style and look as the unit currently at the Alban Cemetery. Having the two units the same style would allow the Municipality to have the same numbering scheme and offer the same prices in both Cemeteries, it would avoid an additional by-law amendment (Price List Approval by Council) and would provide a consistent appearance in each community.

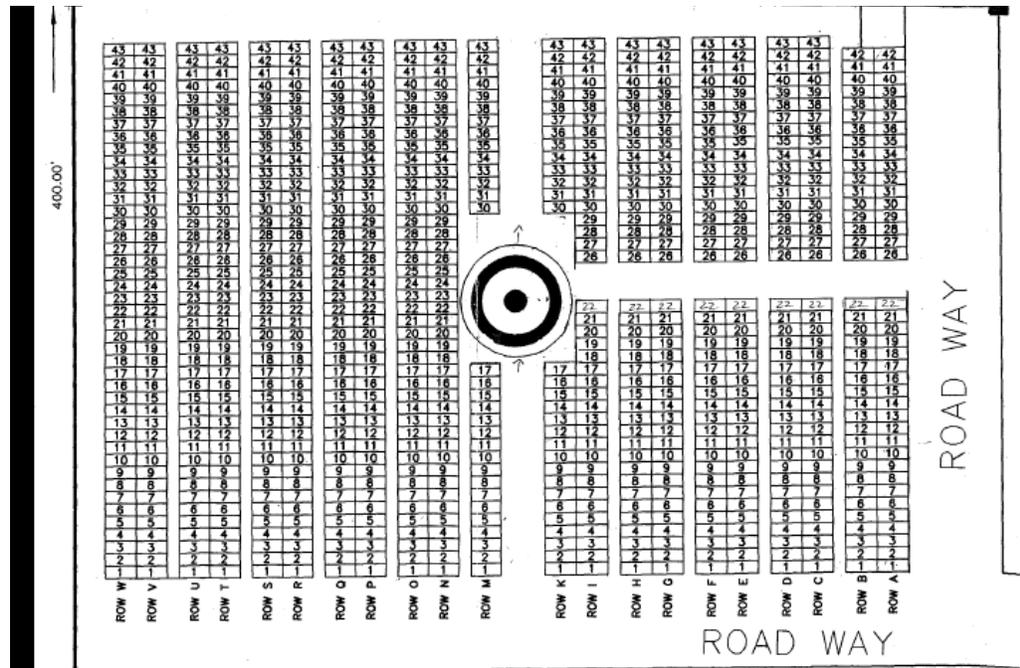
Currently, the Dome Columbarium in Alban has six (6) levels offering different prices as it helps to sell the lower levels as shown below:



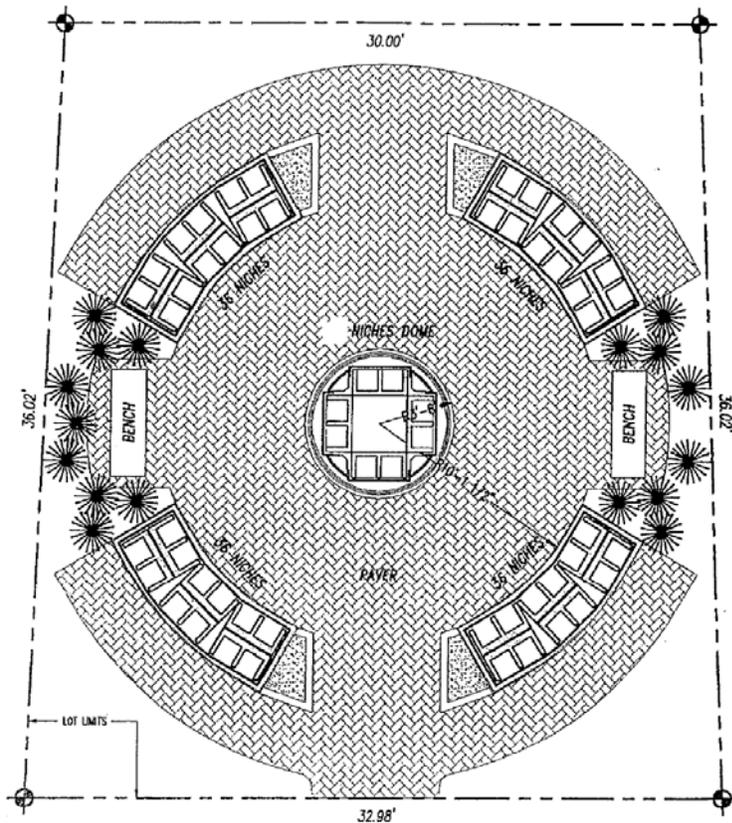
There is also the option of a Wall Columbarium that could either be straight or slightly curved. Examples of straight wall units are shown below:



The sketch below is a portion of the Surveyed Plan of the new section of the Alban Cemetery:



The sketch below represents the darkened circle as shown in the Survey above to identify the location of the Columbarium within the Alban Cemetery: (the plan for the Alban Cemetery allows for additional Wall Units (curved))



The service of memorialization will be explored (for the Alban Columbarium as well), there are more options and service providers available than in 2007 (engraving, etching, plaques), to ensure that we can offer families with design choices that maintain uniformity, service and quality and that is economical. Examples shown below:



#### C. Cemetery name and contact information signs

During the inspection, it was strongly suggested that signs be erected at each Cemetery to identify them and to inform the public of where the cemetery services are offered. It's often been discussed by staff that signs would be very beneficial to the operations, and would show pride of ownership of the cemeteries. If signs are erected, every Cemetery Operator must comply with the regulations that the operator's name, business name and contact information must appear on the sign and that it shall be close to the main entrance and clearly visible to the public.

## **BUDGET/LEGAL IMPLICATIONS:**

### A. New Cemetery By-law

No budget implications.

### B. Application for Consent to Alter/Increase the Capacity of the St. David Cemetery

The cost for the purchase and installation of a Columbarium can vary depending on the number of units and the style chosen. For example, the Alban Cemetery 72 Niche Dome Columbarium project was approximately \$40,000 (includes columbarium, installation, ground work). The expenses would be withdrawn from operating funds. The cash flow would vary depending on the sale of niches.

The cost of surveying is expected at \$5,000.

Once quotes are received, all expenses relating to the project will be prepared and considered in the 2018 Budget Deliberation.

Niche Sales Statistics for Columbarium in Notre Dame de Lourdes Cemetery 2007-2017								
2007	2008	2009	2010	2013	2014	2015	2016	Total
Number of Niches sold per year								
1	2	2	2	5	7	2	5	26
Revenues of Niches sold per year								
\$ 1,335.00	\$ 2,670.00	\$ 2,490.00	\$ 2,455.00	\$ 6,460.00	\$ 9,130.00	\$ 2,470.00	\$ 6,614.00	\$ 33,624.00
*None were sold in the years 2011 & 2012								
** There are 46 Niches available to be sold.								

### C. Cemetery name and contact information signs

Cemetery name and contact information signs: \$1,000

## **INTERDEPARTMENTAL IMPACTS:**

Not applicable.

## **LINKS TO STRATEGIC PLANS:**

Not applicable.

## **CONCLUSION/RECOMMENDATIONS:**

### **A. Steps and Requirements when Filing the new Cemetery By-law**

1. Present the new Cemeteries By-law and First and Second Reading at the Regular Council Meeting of September 6, 2016.
2. Submit the by-law for approval, with the following requirements:
  - publish Notice of the filing of the by-law once in a local newspaper with general circulation
  - clearly post Notice on a sign at the cemetery entrance for four weeks
  - deliver to each supplier of markers who has delivered a marker to the cemeteries during the last year

The content of the Notice at the Cemetery and in the newspaper must also state that:

- the cemetery operator will allow anyone who is interested to access the proposed by-law to make copies of it
- all proposed by-laws are subject to the Registrar's approval

The Bereavement Authority of Ontario will then require:

- a copy of the Notice placed in the newspaper
- a photo of the Notice/Sign that was posted at the cemetery entrance (The start and end dates of posting need to be written on the back of the photo)
- a list of the names and addresses of the monument dealers who received notice of the proposed changes to the by-law
- two copies of the proposed by-law (if the by-law is approved, one of these copies with endorsement from the Registrar will be sent back)

3. Once Registrar's approval is received, Third Reading of Cemeteries By-law will be considered.

### **B. Steps and Requirements when applying for Consent to Alter/Increase the Capacity of the St. David Cemetery:**

1. Regular Council Meeting of September 6, 2016:
  - present the sketches of the proposed location of the additional 40 Cremation in-ground Lots and of the Columbarium Plan
  - receive Council Approval of the proposed location of the additional 40 Cremation in-ground Lots and direction on the style and size of the Columbarium
  - if Council approves the increased capacity, the Clerk will:
    - engage an Ontario Land Surveyor to survey the additional 40 Cremation in-ground Lots and Columbarium as shown on the attached sketches (or as otherwise directed), and to alter the St. David Cemetery Plot Plan as necessary to add the cremation lots
    - release a Request for Quote for a Columbarium, will require a minimum of three quotes as per the Purchasing By-law
    - publish a Notice of the intent to apply for Consent in a local newspaper and clearly post on a sign at the cemetery entrance for four weeks

2. Present the results of the Request for Quote to Council to consider in the 2018 Budget Deliberation, the purchase will be conditional of the Registrar Approval

3. Once the Survey is complete and the Budget Approval is received, the Form 'Application for Consent to Establish, Alter or Increase the Capacity of a Cemetery and to Establish a Crematorium on Cemetery Land' will be prepared and submitted to the Registrar with the following documents:

- Survey Plan prepared by an Ontario Land Surveyor as required by the Registrar
- copy of the Resolution of Council Approval of the alteration/addition of Cremation Lots and Columbarium
- a copy of the Notice placed in the newspaper
- a photo of the Notice/Sign that was posted at the cemetery entrance (start and end dates of posting need to be written on the back of the photo)
- plan, specifications, construction plans, Building Permit of the Columbarium structure including the niche numbering system

4. Once the Registrar approves the Application, the purchase and installation of the Columbarium will be arranged and Niches and additional Cremation Lots can be sold.

#### C. Cemetery name and contact information signs

The Clerk will seek quotes for signs that could be considered in the 2018 Budget Deliberations.

#### Suggested Resolutions for September 13, 2017:

1) Resolution to adopt the Cemeteries By-law, Read a First and Second Time (Third Reading once the Registrar Approves)

2) Resolution to approve the application to the Registrar to increase and/or alter the capacity at the St. David Cemetery to add forty (40) Cremation Lots and a Columbarium (style and size as directed) at the proposed locations as shown on the attached sketches;

**AND FURTHER THAT** Council approves the alteration of the St. David Cemetery Plot Plan as deemed necessary by an Ontario Land Surveyor when surveying the proposed location of the additional Cremation Lots.

#### **ATTACHMENTS:**

Appendix A - Overview of Noëlville Cemetery and sketches

Appendix B - New Cemetery By-law

Respectfully submitted:

Approved:

Mélanie Bouffard  
Clerk  
Date: August 31, 2017

Marc Gagnon  
Chief Administrative Officer

# Noelville Cemetery Overview Municipality of French River



# Cemetery Road

North

Regular Lots  
Section Z

Existing  
Cremation Lots

Existing  
Cremation Lots

Regular  
Lots  
Section V

Section U

X

X

X

X

Regular  
Lots  
Section X

Regular  
Lots  
Section W

Section Y' Lots

Columbarium  
36-48 Niche Wall

Columbarium  
36-48 Niche Wall

Columbarium

existing Lot

(X) Proposed Tree

Pathway

64'

Cemetery Road

North

70'

Section Z Lots

Road →  
→

**THE CORPORATION OF THE MUNICIPALITY OF FRENCH RIVER**

**BY-LAW 2017-\*\***

**BEING A BY-LAW TO ESTABLISH RULES AND REGULATIONS  
FOR CEMETERIES WITHIN THE MUNICIPALITY OF FRENCH RIVER**

**WHEREAS** the *Funeral, Burial and Cremation Services Act*, 2002, S.O. 2002, c. 33, licences and regulates Cemeteries, Crematoriums, Funeral Establishments, Burial Sites, Casket Retailing Businesses, Marker Retailing Businesses, and the Operation of Transfer Services;

**AND WHEREAS**, pursuant to Section 150 of Ontario Regulation 30/11 of the *Funeral, Burial and Cremation Services Act*, 2002, Cemetery Operators may make by-laws for the proper operation and management thereof;

**AND WHEREAS** the Corporation of the Municipality of French River is licensed to operate, maintain and regulate the St-David and Notre Dame de Lourdes Cemeteries;

**AND WHEREAS** it is deemed expedient to provide for the regulation of the St-David and Notre Dame de Lourdes Cemeteries;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF FRENCH RIVER HEREBY ENACTS AS FOLLOWS:**

**Short Form Title:** Cemetery By-law

This By-law governs the St-David Cemetery situated at 50 St David Street S, Noëlville, Ontario and the Notre-Dame de Lourdes Cemetery situated at 1124 Hwy 64, Alban, Ontario.

**1. DEFINITIONS**

- a) **Burial:** means the opening and closing of an inground lot or plot for the disposition of human remains or cremated human remains.
- b) **By-laws:** means the rules and regulations under which the Cemetery (and/or Crematorium) operates.
- c) **Care and Maintenance Fund:** is a requirement under the FBCSA that a percentage of the purchase price of all Interment Rights, and set amounts for marker and monument installations is contributed into the Care and Maintenance Fund. Interest earned from this fund is used to provide care and maintenance of plots, lots, markers and monuments at the Cemetery.
- d) **Cemetery:** means all cemeteries governed by the Cemetery Operator.
- e) **Cemetery Operator:** means the Municipality of French River.

- f) **Columbarium:** means a structure in a cemetery designed for the purpose of interring cremated human remains in compartments known as niches.
- g) **Contract:** means that for the purpose of these by-laws, all purchasers of interment rights must sign a contract with the cemetery, detailing obligations of both parties and acceptance of the cemetery by-laws.
- h) **Corner Posts:** means any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot or plot.
- i) **Council:** means the Council of the Municipality of French River.
- j) **Grave:** (Also known as Lot) means any inground burial space intended for the interment of a child, adult or cremated human remains.
- k) **Interment Right:** means the right to require or direct the interment of human remains or cremated human remains in a grave, lot or niche and direct the associated memorialization.
- l) **Interment Rights Certificate:** means the document issued by the Cemetery Operator to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.
- m) **Interment Rights Holder:** Any person designated to hold the right to inter human remains in a specified lot.
- n) **Lot:** means a single grave space.
- o) **Manager:** shall mean the Cemetery Manager designated by the Cemetery Operator.
- p) **Marker:** means any permanent memorial structure that is set flush and level with the ground, and used to mark the location of a burial lot.
- q) **Ministry:** means the Ministry of Government and Consumer Services.
- r) **Monument:** means any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot.
- s) **Niche:** means an individual compartment in a columbarium for the entombment of cremated human remains.
- t) **Plot:** means two or more lots, sold as a single unit.
- u) **Urn:** means a container designed to hold cremated human remains.
- v) **Vault:** means an underground burial container for a casket or coffin.

## **2. GENERAL INFORMATION**

### **2.1 Administration**

- a) The Cemetery Operator designates the Municipal Clerk of the Municipality of French River as Cemetery Manager, the Cemetery Manager may designate as many assistants as may be required from time to time.
- b) The Cemetery Manager and /or his assistants shall:
  - observe and carry out all of the provisions of this By-law, the Cemeteries Act (Revised), and regulations made under the Act;
  - make, open and close all graves or niche in the Cemetery which may be required to be opened or closed and allow no other person to do so, except upon the express direction of Council;
  - attend all interments held in the Cemetery and fill in all graves immediately after interments;
  - attend to the regular and proper maintenance of the Cemetery;
  - perform such other duties as Council may require from time to time;
  - the Cemetery Manager, may, in writing, delegate any responsibilities or duties to other Cemetery staff.

### **2.2 Hours of Operation**

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

### **2.3 General Conduct**

- a) The Cemetery Operator reserves full control over the Cemetery operations and management of land within the Cemetery grounds.
- b) No person may damage, destroy, remove or deface any property within the Cemetery.
- c) All visitors should conduct themselves in a quiet and respectful manner at all times and shall not disturb any service being held. Children under the age of twelve (12) years shall be accompanied by an adult.
- d) Vehicles within the Cemetery shall be driven at a speed less 15km/hr and shall not park or drive on the grass. Owners of vehicles shall be held liable for any damage caused by their drivers or vehicles. No motorized snow vehicles or off-road vehicles shall be permitted in the Cemetery.
- e) Pets must be kept on a short leash at all times and it is the responsibility of the pet owner to ensure proper clean-up of the animal is maintained at all times.

- f) Any person who damages or moves any tree, plant, marker, fence, structure or other thing usually erected, planted or placed in a cemetery, is liable to the Municipality and any interment rights holder, who, as a result, incurs damage. The amount of damage will be the amount required to restore the Cemetery to the state that it was in before anything was damaged or moved by the person.
- g) Any complaints shall be made in writing to the Cemetery Operator as per the Municipal Complaint Policy.
- h) Any person, who violates any of the Cemetery rules and regulations, may be expelled from the Cemetery grounds.

#### **2.4 Liability**

The Cemetery Operator will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to, any lot, plot, columbarium niche, monument, marker, or other article that has been placed in relation to an interment.

#### **2.5 Public Register**

Provincial legislation – Section 110 of Ontario Regulation 30/11 requires all cemeteries and crematoriums to maintain a public register that is available to the public during regular office hours.

#### **2.6 Rights to Re-survey**

The Cemetery has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways or roads, alter in shape or size or otherwise change all or any part of the Cemetery, subject to approval of the appropriate authorities.

### **3. SALE, CANCELLATION, TRANSFER AND RESALE OF INTERMENT RIGHTS**

#### **3.1 Original Sale**

- a) Interment Rights may be purchased from the Cemetery Operator at the charges filed with and approved by Council as per the Price List.
- b) Purchasers of Interment Rights acquire only the right to direct/consent to the burial of human remains, the installation of monuments, markers and inscriptions, subject to the conditions set out in the Cemetery By-laws.
- c) In accordance with Cemetery By-laws, no burial, entombment, or installation of any monument, marker, inscription, or memorialization is permitted until the Interment Rights have been paid in full.
- d) An Interment Rights Certificate will be issued to the Interment Rights Holder(s) when payment has been made in full and will be provided with the following documents:
  - copies of the By-law, price list, and signed Certificate of Interment Rights and Contract
  - copy of the Consumer Information Guide

- e) Interment Rights for lots shall be sold in rotation. Special selection may be permitted for extraordinary cases by the Cemetery Manager.
- f) The Cemetery Manager may permit a purchaser to finance the purchase to a maximum of ninety (90) days from the date of the execution of the account. If the purchaser does not pay the full purchase price within the ninety (90) days, then the contract shall be of no further effect and all monies paid by the purchaser shall be refunded, except those which have been applied to the Care and Maintenance Fund.

### **3.2 Cancellation of Interment Rights within 30 Day Cooling-Off Period**

A purchaser has the right to cancel an interment rights contract within thirty (30) days of signing the interment rights contract, by providing written notice of the cancellation to the Cemetery Operator. The Cemetery Operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation. If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment rights.

### **3.3 Cancellation of Interment Rights after the 30 Day Cooling-Off Period**

A purchaser also has the right to cancel an interment rights contract after the thirty (30) days of signing the interment rights contract. Upon receiving written notice from the purchaser of the interment rights, the Cemetery Operator will cancel the contract and issue a refund to the purchaser for the amount paid for the interment rights less the appropriate amount that is required to be deposited into the Care and Maintenance Fund. This refund will be made within thirty (30) days of receiving said notice. If the interment rights certificate has been issued to the interment rights holder(s), the certificate must be returned to the Cemetery Operator along with the written notice of cancellation. If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment rights.

### **3.4 Resale of Interment Rights after 30 Day Cooling-Off Period**

Unless the interment rights have been exercised the purchaser retains the right to cancel the contract or re-sell the interment rights. Once payment for the interment rights has been made in full, and an interment rights certificate has been issued, the interment rights holder(s), as recorded on the cemetery records, has right to re-sell the interment rights. Any resale of the interment right shall be in accordance with the requirements of the cemetery by-laws and in keeping with the FBCSA. If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to re-sell the interment rights.

### **3.5 Care and Maintenance Fund Contributions**

It is a requirement under the FBCSA that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment rights sold; and prescribed amounts for monuments and markers is contributed into the care and maintenance fund. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery. Contributions to the care and maintenance fund are not refundable except when interment rights are cancelled within the 30 day cooling off period.

### 3.6 Requirements for the resale or transfer of interment rights

- a) An interment rights holder wishing to resell their interment rights may advise the Cemetery Operator of their intention prior to seeking a third party buyer for their interment rights.
- b) Interment rights holders may first offer the interment rights to the cemetery operator. If the Cemetery Operator does not wish to re-purchase the interment rights, the interment right may be sold to a third party for no more than the current price listed on the cemetery price list, as long as the sale or transfer is conducted through the Cemetery Operator and the purchaser meets the qualifications and requirements as outlined in the Cemetery Operator's By-laws.
- c) If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to re-sell the interment rights.
- d) The interment rights holder(s) intending to sell their rights shall provide the following documents to the Cemetery Operator so that the Operator can confirm the ownership of the rights and provide the third party purchaser with the required certificate etc.:
  - an interment rights certificate endorsed by the current rights holder
  - if the resale involves interment rights, a written statement of the number of lots that have been used in the plot and the number of lots that remain available
  - any other documentation in the interment rights holder(s) possession relating to the rights
- e) The third party purchaser will be provided with the following documents by the Cemetery Operator:
  - an interment rights certificate endorsed by the current rights holder
  - a copy of the cemetery's current by-laws
  - a copy of the cemetery's current price list
  - if the resale involves interment rights, a written statement of the number of lots that have been used in the plot and the number of lots that remain available
  - any other documentation in the interment rights holder(s) possession relating to the rights
- f) The Cemetery Operator will require:
  - a statement signed by the rights holder(s) selling the interment rights acknowledging the sale of the interment rights to the third party purchaser
  - confirmation that the person selling the interment rights is the person registered on the cemetery records and that they have the right to re-sell the interment rights
  - record the date of transfer of the interment rights to the third party;
  - the name and address of the third party purchaser(s)
  - a statement of any money owing to the Cemetery Operator in respect to the interment rights.
- g) Once the endorsed certificate and all required information has been received by the Cemetery Operator from the rights holder(s), the cemetery operator will issue a new interment rights certificate to the third party purchaser.
- h) Upon completion of the above listed procedures, and upon the issuance of the new interment rights certificate, the third party purchaser or transferee(s) shall be considered the current interment rights holder(s) of the interment rights, and the resale or transfer of the interment rights shall be considered final in accordance with the Cemetery By-laws and the FBCSA.

- i) The Cemetery Operator may charge an administration fee for the issuance of a duplicate certificate in accordance with the price listed on the Cemetery Operator's current price list.

#### **4. INTERMENTS AND DIS-INTERMENTS**

##### **4.1 Interments**

- a) Interment holder(s) must provide written authorization prior to a burial or an entombment taking place. Should the interment rights holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder i.e. Personal Representative, Estate Trustee, Executor or next of kin.
- b) A Burial Permit issued by the Registrar General or equivalent document showing that the death has been registered with the province must be provided to the Cemetery Manager prior to a burial taking place. A Certificate of Cremation must be submitted to the Cemetery Manager prior to the burial of cremated remains taking place.
- c) In accordance with the FBCSA the purchaser of interment rights must enter into a cemetery contract, providing such information as may be required by the Cemetery Operator for the completion of the contract and the public register prior to each burial or entombment of human remains.
- d) Payment must be made to the Cemetery Operator before a burial or entombment of human remains taking place according to the price list. Persons or their agents requesting the interments will be held responsible for charges incurred.
- e) Notice of each interment shall be given to the Cemetery Manager not less than a 24 hours in advance, 10 hours of which must be regular working hours. Notice shall be given by the interments rights holder, or by the owner's agent.
- f) The opening and closing of graves and niches may only be conducted by cemetery staff or those designated to do work on behalf of the Cemetery Operator. A representative of the Cemetery Operator shall be in attendance at each interment.
- g) Cremated remains are not permitted to be scattered on a grave or in the Cemetery.
- h) Not more than one interment shall be allowed in any lot except the following;
- up to two (2) cremated human remains in a Cremation Lot;
  - up to eight (8) cremated human remains in a Regular Lot;
  - up to two (2) cremated human remains and one (1) casketed human remains in a Regular Lot;
  - up to two (2) cremated human remains in an exterior niche unit in a Columbarium, note that the interior size of the niche is 12" X 12" X 12".
- i) In those cases where the first burial in a Regular Lot is a regular casket interment at a sufficient depth (6'), an infant burial above is permitted at 3' depth.

- j) Temporary storage of a casket bearing human remains may be made in a building in the cemetery provided that all such entombments shall cease no later than the fifteen day of May of the next year, or as weather permits.
- k) When concrete vaults are used, they will be installed by the supplier who shall use his own equipment. Notice must be given in advance to the Cemetery Manager when vaults are being used to ensure the burial is a sufficient size.

#### **4.2 Disinterment**

- a) Human remains may be disinterred from a lot provided that the written consent (authorization) of the interment rights holder has been received by the Cemetery Operator and the prior notification of the Medical Officer of Health. A certificate from the local Medical Officer of Health must be received by the Cemetery Operator before the removal of casketed human remains may take place. A certificate from the local Medical Officer of Health is not required for the removal of cremated remains.
- b) In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the interment rights holder and/or next of kin(s).

### **5. CARE OF LOTS AND COLUMBARIUMS**

#### **5.1 Care and Maintenance Fund**

A portion of the price of interment rights is trusted into the Care and Maintenance Fund. The income generated from this fund is used to maintain, secure and preserve the cemetery grounds. Services that can be provided through this fund include:

- Re-leveling and sodding or seeding of lots
- Maintenance of cemetery roads, sewers and water systems
- Maintenance of perimeter walls and fences
- Maintenance of cemetery landscaping
- Maintenance of columbarium
- Repairs and general upkeep of cemetery maintenance buildings and equipment

#### **5.2 Articles prohibited and permitted**

- a) The Cemetery Operator reserves the right to disallow or remove articles placed on lots or plots that pose a threat to the safety of all interment rights holders, visitors to the cemetery and cemetery employees, prevents the cemetery from performing general cemetery operations, or are not in keeping with the respect and dignity of the cemetery. Prohibited articles will be removed and disposed of without notification.
- b) No person other than cemetery staff shall remove any sod or in any other way change the surface of the burial lot in the cemetery.
- c) No person shall plant trees, flower beds or shrubs in the cemetery except with the approval of the Cemetery Operator.

- d) Flowers placed on a grave for a funeral shall be removed by the cemetery staff after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery.
- e) Artificial flowers or wreaths are permitted in all sections of the cemetery except on flat markers, as long as they are properly secured to a monument or contained so as not to impede grass cutting. The Cemetery Operator reserves the right to remove such artificial flowers once they become unsightly.
- f) Flowerbeds are permitted in all sections of the cemetery except in the Cremation Lot Section of the Cemetery. Flowerbeds will be no greater than 14" out from the front of the foundation to a maximum of 34" from the top of the plot. Borders around flowerbeds may be a maximum of 2" above ground level in height and must be made of granite or stone; absolutely no cement, plastic, wire, wood or glass.
- g) If any existing trees, shrubs or flowers situated in any lot have become by means of their roots or branches or in any other way, detrimental to the adjacent lots, drains, roads or walks, or prejudicial to the general appearance of the grounds, inconvenient to the public or unsightly, the Cemetery Operator may remove them or parts thereof without notice.
- h) No lot will be defined by a fence, railing, wall cut-stone coping, hedge, embankment, depression or other marks other than corner-posts level with the sod to define its corners or boundaries.
- i) No person shall change the framing or grade of any lot, and in case of any such change, the Cemetery Operator may restore the lot to its original grade at the expense of the interment rights holder.
- j) In the case of a Columbarium, no person shall:
- affix or have affixed any attachments or decorations to the columbarium wall;
  - place any flower, wreath or ornament against or near any part of the columbarium;
  - place any glass vase or other breakable item around the columbarium; or
  - otherwise decorate, adorn, improve, or alter the columbarium or niche unit in any way without prior written approval of the Cemetery Operator.
- k) The Cemetery Operator is not responsible for loss or damage to any articles left upon any lot or plot.

## **6. MARKERS, MONUMENTS AND NICHE PLATES**

### **6.1 General provisions**

- a) No memorial or other structure shall be erected or permitted on a lot or niche until the purchase price and any other outstanding charges have been paid in full.
- b) The applicable contribution to the Care and Maintenance of the memorial shall be paid prior to installation.

- c) No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the Cemetery Operator.
- d) The Cemetery Operator reserves the right to determine the maximum size of markers and monuments, their number and their location on each lot or plot. They must not be of a size that would interfere with any future interments and in accordance with the provisions of Section 6.2 & 6.3.
- e) A monument, private mausoleum, or other structure shall be erected only after the specific design plans have been approved by the Cemetery Operator including: the interment rights holders' name, the dimensions, material of structure, construction details, and proposed location.
- f) A seven (7) day notice of any installation or memorialization shall be given to the Cemetery Manager. Once the approval of the location is obtained from the Cemetery Manager, the location will be identified prior to the installation.
- g) Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear.
- h) The Cemetery Operator will take reasonable precautions to protect the property of interment rights holders, but it assumes no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof.
- i) Should any monument or marker present a risk to public safety because it has become unstable, the Cemetery Operator shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy so as to remove the risk.
- j) The Cemetery Operator reserves the right to remove at its sole discretion any marker, monument, or inscription which is not in keeping with the dignity and decorum of the cemetery as determined by the trustees.
- k) All monuments and markers shall be constructed of bronze, granite or marble. Candleholders, statues and vases may constitute part of a monument if they are made principally of bronze, marble, or granite and are securely bolted to the monument or monument base.
- l) Temporary markers, normally provided by Funeral Homes, are permitted for a period of twelve months from date of burial.

## **6.2 Monuments**

- a) All concrete foundations for monuments shall be constructed and installed by an authorized monument dealer at the expense of the interment rights holder. Foundations will extend by three (3) inches the perimeter of the granite base and a minimum of six (6) inches thick to be installed at ground level.
- b) One (1) upright monument shall be erected on a regular lot within the designated space and must be placed at the center of the head of the lot except where alignment with existing nearby monuments

justifies another location.

- c) On a single regular lot, monuments including the base will not exceed forty two (42) inches in height above ground level by thirty (30) inches in width and twenty (20) inches in depth. On a multiple grave lot, monuments including the base will not exceed forty two (42) inches in height above ground level by sixty (60) inches in width and twenty (20) inches in depth.

### **6.3 Markers**

- a) Every marker shall be flush and level with the ground.
- b) On a single cremation lot, markers will not exceed twenty (20) inches in width by eighteen (18) inches in depth with a minimum thickness of four (4) inches.
- c) On a regular lot or on a multiple cremation lot, markers will not exceed thirty six (36) inches in width by twenty (20) inches in depth with a minimum thickness of six (6) inches.
- d) One (1) marker shall be installed on a cremation lot within the designated space and must be placed at the center of the head of the lot except where alignment with existing nearby monuments justifies another location.
- e) If there is more than one burial in a regular lot, there may be one marker for each interred remains as permitted in Section 4.1 h).

### **6.4 Niche Plate**

- a) To ensure quality control, desired uniformity and standard of workmanship, the cemetery reserves the right to inscribe all niche fronts or install all lettering.
- b) The niche plate shall identify the name, date of birth and date of death of each person whose cremated remains are interred or to be interred in the Niche, and shall be prepared in accordance with the prescribed format and style.

## **7. RULES FOR MONUMENT DEALERS, CONTRACTORS AND WORKERS**

- a) Any contract work to be performed within the cemetery requires the written pre-approval of the interment rights holder and the Cemetery Operator before the work may begin. Pre-approval includes but is not limited to: landscaping, delivery of monuments and markers, inscriptions, designs, drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, the location of the work to be performed. It is the responsibility of all contractors to report to the Cemetery Operator's Office and provide the necessary approvals before commencing work at any location on the cemetery property.
- b) Prior to the start of any said work, contractors must provide proof of:
  - WSIB coverage
  - Occupational Health and Safety compliance standards
  - Environmental Protection
  - WHMIS

- Evidence of liability insurance of not less than Two Million Dollars (\$2,000,000)
- c) All Cemetery By-laws apply to all contractors and all work carried out by contractors within the cemetery grounds.
- d) Contractors, monument dealers and suppliers shall not enter the cemetery in the evening, weekends or statutory holidays, unless approval has been granted by the Cemetery Operator.
- e) No work will be performed at the cemetery except during the regular business hours of the cemetery.
- f) Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. The cemetery reserves the right to temporarily cease contractor operations at their sole discretion if the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the cemetery.
- g) Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved in order to protect the surface from damage.

## **8. BY-LAW AMENDMENTS**

- a) The cemetery shall be governed by these by-laws, and all procedures will comply with the *Funeral Burial & Cremation Services Act, 2002* (FBCSA) and Ontario Regulation 30/11, which may be amended periodically.
- b) All by-law amendments must be:
  - published once in a newspaper with general circulation in the locality in which the cemetery is located;
  - conspicuously posted on a sign at the entrance of the cemetery; and
  - delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year, if the by-law or by-law amendment pertains to markers or their installation.
- c) All by-laws and by-law amendments are subject to the approval of the Registrar, Bereavement Authority of Ontario.

## **9. SCHEDULES**

Schedule "A" - Certificate of Interment Rights

Schedule "B" - Contract for Purchase of Interment Rights or Cemetery Supplies or Services

Schedule "C" - Price List

**10. ENACTMENT & REPEAL**

This By-law shall come into effect and take force upon receiving the approval of the Registrar under the *Funeral, Burial and Cremation Services Act*, 2002 and upon receiving Third Reading by the Municipal Council of the Municipality of French River.

That By-law 2006-1 is hereby repealed.

**READ A FIRST AND SECOND TIME THIS 20<sup>th</sup> DAY OF SEPTEMBER 2017**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CLERK**

**READ A THIRD TIME AND FINALLY PASSED ON THIS \_\_\_\_\_<sup>th</sup> DAY OF \_\_\_\_\_ 2017**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CLERK**

DRAFT



## CERTIFICATE OF INTERMENT RIGHTS

**Certificate No.** \_\_\_\_\_

Interment Rights Holder(s): The Interment Rights Holder(s) listed below have the right to direct/consent to the burial, and memorialization associated with the Interment Rights in conjunction with the cemetery by-laws.

Rights Holder Name:		Rights Holder Name (additional):	
Address:		Address:	
City:	City:	Province:	Province:
Postal Code:		Postal Code:	

Cemetery Name:	
Cemetery Address:	
Interment Right Location:	Interment Right Type:
Price:	Care & Maintenance Contribution:
Interment Right Dimension:	
Interment Right Capacity:	
Memorialization Permitted as per Section 6 of the Cemetery By-law.	
<i>Refer to the Cemetery By-law provided to you at the time of purchase for a complete listing of by-laws that apply to your specific Interment Right.</i>	

The Cemetery Operator permits the resale or transfer of interments rights, please refer to Section 3.6 of the Cemetery By-law for requirements.

The Interment Rights Certificate must be returned to the Cemetery Operator if the Rights Holder(s) wish to transfer their rights to a third party purchaser, a transferee, or back to the Cemetery Operator. If the original Interment Rights Certificate is misplaced the cemetery operator must issue a duplicate certificate in order to complete the transfer of ownership of the Interment Right, and the cemetery operator is entitled to charge an administration fee (as shown on the cemetery's price list) for the issuance of a duplicate certificate.

\_\_\_\_\_  
Cemetery Manager

\_\_\_\_\_  
Date of Issue/Transfer



**CEMETERY CONTRACT FOR LICENSED SUPPLIES OR SERVICES**

(Reference section 121 of Ontario Regulation 30/11 made under the *Funeral, Burial and Cremation Services Act, 2002* (FBCSA))

IN \_\_\_\_\_ CEMETERY  
*Operated by the Municipality of French River 44 St. Christophe Street, Noëlville, Ontario, P0M 2N0*

Date of purchase: (day/month/year): \_\_\_\_\_

Certificate number: \_\_\_\_\_

**This Contract is between the Cemetery Operator and the Purchaser:**

Concerning cemetery Interment Rights for the Recipient(s) as identified in this contract.

The purchaser (if different than the recipients) represents being legally authorized or charged with the responsibility for the recipient(s) cemetery Interment Rights and cemetery Pre-Paid supplies and services arrangements specified in this contract. This agreement will be enforceable to the benefit of and be binding upon the parties hereto and their respective heirs, heirs, executors, administrators, successors, and assigns.

**PURCHASER INFORMATION**

Name \_\_\_\_\_

Full Address \_\_\_\_\_

Telephone \_\_\_\_\_

Purchaser's relationship to the Recipient \_\_\_\_\_

**RECIPIENT INFORMATION (Deceased, if applicable)**

Name \_\_\_\_\_

Full Address \_\_\_\_\_

Date of birth \_\_\_\_\_

Date of death \_\_\_\_\_

*\*Add more Recipients if required*

**ITEMS PURCHASED**

At-Need \_\_\_\_\_ Pre-Need \_\_\_\_\_

**Interment Rights Prices:**

Adult Lot (4x10) \$ \_\_\_\_\_

Cremation Lot (2x2) \$ \_\_\_\_\_

Exterior Niche Unit \$ \_\_\_\_\_

Lot or Niche Location: \_\_\_\_\_

**Interment Services Prices:**

Adult Casket \$ \_\_\_\_\_

Infant Casket \$ \_\_\_\_\_

Cremated Remains \$ \_\_\_\_\_

Metal/Concrete Vault \$ \_\_\_\_\_

**Additional Services Prices:**

Disinterment and reburial \$ \_\_\_\_\_

Disinterment and reburial in another cemetery \$ \_\_\_\_\_

Transfer of deed \$ \_\_\_\_\_

Recording change of ownership \$ \_\_\_\_\_

Issuing new deed \$ \_\_\_\_\_

**Subtotal:** \$ \_\_\_\_\_

**HST:** \$ \_\_\_\_\_

**Total:** \$ \_\_\_\_\_

Deposit and/or Payment Plan Description: \_\_\_\_\_

*(as permitted in Section 3.1.f)*

**Memorialization:** One (1) Upright monument only centered on a regular grave, size as prescribed in the cemetery by-laws.

**Interments Rights included:** One (1) full size traditional interments and up to two (2) cremation interments and up to two (2) cremation interments in a cremation lot and a niche wall unit, as prescribed in the cemetery by-laws.

**Contract Terms and Conditions:** If the above Interment Rights have not been used the Purchaser may in writing to the owner within thirty (30) days from the signing of the contract cancel this contract for a full refund.

Written consent of all surviving Rights Holder(s) and any other required documentation as set out in the cemetery by-laws is required for interments, cremation, entombments, disinterments and the placement of markers, monuments, inscriptions or ceramic photos.

The Cemetery Operator permits the resale or transfer of Interment Rights after 30 days as prescribed in the cemetery by-laws.

**Subdivision of Interment Rights:** No Rights Holder(s) may sub-divide and sell or transfer a portion of an Interment Rights.

**Care and Maintenance Fund Contribution for Marker and Monument Installation:** In accordance with the FBCSA and section 166 of Ontario Regulation 30/11, the following contributions will be made to the Care and Maintenance Fund for every installation of a marker or monument;

- (a) Installation of a flat marker measuring less than 1,116.13 sq. cms. (173 sq.in.) the amount is \$0.00.
- (b) Installation of a flat marker measuring over 1,116.13 sq. cms. (173 sq.in.) the amount is \$50.00.
- (c) Installation of an upright monument measuring 1.22 m. (4 ft.) or less in height or length, including the base the amount is \$100.00.
- (d) Installation of an upright monument measuring more than 1.22 m. (4 ft.) in either height or length, including the base the amount is \$200.00.

**Rights Holder(s) request to remove memorialization:** A marker, monument, or memorialization purchased by anyone other than the Rights Holder(s) may be removed by the cemetery staff on the written request of the Rights Holder(s).

**Causes beyond the Cemetery Operator's control:** The cemetery operator cannot be responsible if prevented from carrying out this contract from causes beyond its control.

**Payment terms:** The Interment Right must be paid in full before any burial or memorialization can take place or until the issue of the Interment Rights Certificate. Financing of the purchase price may be permitted as prescribed in the cemetery by-laws.

**Cancellation of Contract within 30 days**

A purchaser has the right to cancel an interment rights contract within thirty (30) days of signing the interment rights contract, by providing written notice of the cancellation to the Cemetery Operator. The Cemetery Operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation. If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment rights.

**Cancellation of Contract after 30 Days**

A purchaser also has the right to cancel an interment rights contract after the thirty (30) days of signing the interment rights contract. Upon receiving written notice from the purchaser of the interment rights, the Cemetery Operator will cancel the contract and issue a refund to the purchaser for the amount paid for the interment rights less the appropriate amount that is required to be deposited into the Care and Maintenance Fund. This refund will be made within thirty (30) days of receiving said notice. If the interment rights certificate has been issued to the interment rights holder(s), the certificate must be returned to the Cemetery Operator along with the written notice of cancellation. If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment rights.

**Personal Information:** The purchaser acknowledges and provides consent to permit the Municipality of French River to collect, use and disclose your personal information in accordance with the requirements under the FBCSA and Ontario Regulation 30/11 for information within the cemetery/crematorium public register. The Purchaser also understands that the Municipality does not rent or sell personal information to third party organizations.

**Consumer Information Guide and Price List:** By initialling below, the Purchaser acknowledges receiving a copy of the Bereavement Authority of Ontario Consumer Information and the cemetery operator's price list at the time of entering into this contract.

\_\_\_\_\_ I hereby acknowledge I have been offered and/or received a copy of the Bereavement Authority of Ontario Consumer Information Guide and this cemetery operator's price list.

I have reviewed the contract's terms and conditions and hereby confirm that the Interment Rights, as specified in this contract are complete and correct. I direct the operator to proceed with the issuance of the Interment Right(s), as identified in the contract in accordance with the cemetery by-laws which are now or at any time hereafter in force.

\_\_\_\_\_ I hereby acknowledge I have received and reviewed a copy of the cemetery's by-laws.

The terms and conditions set out in this contract expire in 30 days unless executed by the purchaser and the operator. The contract date set out below is the date on which this contract is accepted by the operator.

I acknowledge having received a copy of this contract, and will assume full responsibility for payment of the total contract amount to the operator in accordance with the contract's terms and conditions.

Purchaser: \_\_\_\_\_

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

Accepted on behalf of the Cemetery Operator by:

Cemetery Manager Name: \_\_\_\_\_

Licence #: \_\_\_\_\_

Cemetery Manager Signature: \_\_\_\_\_



## PRICE LIST

**Cemeteries:**

Notre Dame de Lourdes Cemetery situated at 1124 Hwy 64, Alban, Ontario  
 St-David Cemetery situated at 50 St David Street S, Noëlville, Ontario

**Persons in charge of day to day operations:**

Sylvie Courchesne, Administrative Assistant  
 Mélanie Bouffard, Clerk  
 Telephone: 705-898-2294

<b>1. SALE OF INTERMENT RIGHTS (and contributions to the care and maintenance fund/account)</b>						
Type of Lot	Size	Selling Price		Total Selling Price	HST	Total
		Interment Rights	Care and Maintenance			
Regular Lot	4' x 10'	\$210.00	\$250.00	\$460.00	\$59.80	\$519.80
Cremation Lot	2' x 2'	\$90.00	\$150.00	\$240.00	\$31.20	\$271.20

\*Regular Lot is suitable to contain up to eight (8) cremated human remains or up to two (2) cremated human remains and one (1) casketed human remains.  
 \* Cremation Lot is suitable to contain up to two (2) cremated human remains.

<b>2. INTERMENT FEES (charges to open and close grave)</b>			
Type of Fee	Sub-total	HST	Total
Adult Casket	\$330.00	\$42.90	\$372.90
Adult Casket - Saturday Interment	\$430.00	\$55.90	\$485.90
Infant Casket	\$108.00	\$14.04	\$122.04
Cremated remains	\$100.00	\$13.00	\$113.00
Cremated remains - Saturday Interment	\$150.00	\$19.50	\$169.50
2 <sup>nd</sup> Entombment of Cremated Remains in Niche	\$150.00	\$19.50	\$169.50
Cremated remains - Saturday Interment/Entombment	\$200.00	\$26.00	\$226.00
Exterior Vault (additional fee)	\$100.00	\$13.00	\$113.00
Use of storage vault	None	None	None

<b>3. DISINTERMENT</b>			
Type of Fee	Sub-total	HST	Total
Disinterment and reburial in any other location in the same cemetery - Adult Casket	\$700.00	\$91.00	\$791.00
Disinterment and reburial in any other location in the same cemetery - Cremated Remains	\$200.00	\$26.00	\$226.00
Disinterment for reburial in another cemetery	\$350.00	\$45.50	\$395.50

<b>4. COLUMBARIUM EXTERIOR NICHE WALL FEES</b>								
Levels	Selling Price		Total Selling Price	1 <sup>st</sup> Entombment	Etching	Sub-total	HST	Total
	Interment Rights	Care and Maintenance						
<b>F</b>	\$841.50	\$145.16	\$967.73	\$150.00	\$300.00	\$1,417.73	\$184.30	1,602.03
<b>E</b>	\$752.25	\$129.76	\$865.09	\$150.00	\$300.00	\$1,315.09	\$170.96	1,486.05
<b>D</b>	\$752.25	\$129.76	\$865.09	\$150.00	\$300.00	\$1,315.09	\$170.96	1,486.05
<b>C</b>	\$752.25	\$129.76	\$865.09	\$150.00	\$300.00	\$1,315.09	\$170.96	1,486.05
<b>B</b>	\$599.25	\$104.89	\$699.25	\$150.00	\$300.00	\$1,149.25	\$149.40	1,298.65
<b>A</b>	\$569.50	\$100.43	\$669.50	\$150.00	\$300.00	\$1,119.50	\$145.54	1,265.04

<b>5. FEES FOR ETCHING ON EXTERIOR NICHE WALL</b>			
(Price for original etching of names/dates on each niche wall is included in the Niche price.)			
Type of Fee	Sub-total	HST	Total
Small Etched scenes, verses, emblems (per item)	\$135.00	\$17.55	\$152.55
Large Etched scenes, verses, emblems (per item)	\$185.00	\$24.05	\$209.05
To complete previously inscribed unit (example: year of death)	\$150.00	\$19.50	\$169.50

<u>Option #1</u>	<u>Option #2</u>
Last Name	Last Name
First Name	First Name
Year of Birth/Death	Year of Birth/Death

<b>6. CONTRIBUTION TO CARE &amp; MAINTENANCE FOR MARKER MAINTENANCE</b>			
Type of Fee	Sub-total	HST	Total
Flat marker (173 square inches or larger)	\$ 50.00	\$ 6.50	\$ 56.50
Upright monument (4 feet or less)	\$ 100.00	\$ 13.00	\$ 113.00
Upright monument (more than 4 feet in height or width)	\$ 200.00	\$ 26.00	\$ 226.00

<b>7. TRANSFER FEES</b>			
Type of Fee	Sub-total	HST	Total
Transfer of deed	\$ 10.00	\$ 1.30	\$ 11.30
Recording change of ownership	\$ 10.00	\$ 1.30	\$ 11.30
Issuing new deed	\$ 10.00	\$ 1.30	\$ 11.30

**THE CORPORATION OF THE MUNICIPALITY OF FRENCH RIVER**

**BY-LAW 2017-39**

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE  
A MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT  
WITH THE MUNICIPALITY OF MARKSTAY-WARREN

**WHEREAS** Section 20 (1) of the Municipal Act, 2001, S. O. 2001, c. 25 provides that a municipality may enter into an agreement with one or more municipalities or local bodies or a combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

**AND WHEREAS** Council deems it expedient to enter into an agreement with the Municipality of Markstay-Warren for Municipal Law Enforcement Services;

**NOW THEREFORE** the Council of the Corporation of the Municipality of French River enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute the Municipal Law Enforcement Services Agreement with the Municipality of Markstay-Warren and the Municipality of French River.
2. That said Agreement is attached hereto as Appendix 'A'.
3. That any other by-laws inconsistent with this by-law is hereby repealed.
4. This by-law shall come into force and take effect on the day it is passed.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 6<sup>th</sup> DAY OF SEPTEMBER, 2017.**

---

**MAYOR**

---

**CLERK**

## **AN AGREEMENT BETWEEN:**

**The Corporation of the Municipality of French River**  
44 St. Chirstophe St. Suite 1, Noëlville, Ontario, P0M 2N0

**- AND -**

**The Municipality of Markstay-Warren**  
P.O. Box 79, 21 Main Street South, Markstay, Ontario, P0M 2G0

**WHEREAS** the Municipality of Markstay-Warren deem it desirable to have access to the services of the Municipality of French River Municipal Law Enforcement Officer (MLEO) to provide all necessary enforcement of Municipal By-Laws in the Municipality of Markstay – Warren, and to share the services of all MLEO's.

**AND WHEREAS** the Municipality of French River agrees to provide the services of their MLEO, and will share the cost with the Municipality of Markstay -Warren in the following:

### **THE MUNICIPALITIES AGREE AS FOLLOWS:**

1. The Municipality of Markstay -Warren agrees to purchase the services of the French River MLEO.
2. **Term of Agreement**
  - 2.1. On an as needed basis from the signing of this agreement until the MLEO and CBO shared services agreement is completed.
  - 2.2. The Municipality of Markstay -Warren will authorize the Municipality of French River MLEO as agents for the purpose of enforcing the Municipality of Markstay - Warren Property Maintenance Standards By-Law.
3. **Termination of Agreement**
  - 3.1. This agreement may be terminated at December 31st of any year by any party upon 90 days written notice of intention to terminate.
4. **Dispute Resolution**
  - 4.1. Where any matter affecting this agreement comes into dispute or is not mutually agreed upon by all parties, it may be resolved in the following matter;
  - 4.2. In case of proposed budgetary matters, where no agreement governs the actions of the Municipalities, each council shall appoint two members of council to a Joint Committee. The Joint Committee members shall report their conclusions to council. The Councils may request the services of a mediator if required.
  - 4.3. In the case of matters that are covered by an adopted budget, or by this Agreement, Councils may request the services of a mediator if required.

**5. Contracting Party**

- 5.1. The Municipality of Markstay -Warren shall further receive, record and pay invoices upon receiving at their office.

**6. Financials**

- 6.1. Negotiations shall form part of budget approval process.
- 6.2. The rate for the services of the French River MLEO will be \$37.11 per hour. Upon submission of an expense report, mileage to the MLEO will be paid by the applicable municipality in accordance to each municipality's policy/by-law for travel from the applicable municipal office to and from the inspection sites.
- 6.3. Municipality of French River will be responsible for invoicing the Municipality of Markstay - Warren for the services of the MLEO. Such invoices shall be payable in 30 days.
- 6.4. Each MLEO shall be responsible for submitting expense reports for mileage reimbursements to the Municipality.
- 6.5. The Municipality of French River shall provide itemized quarterly billings to the Municipality of Markstay -Warren. The Municipality of Markstay - Warren upon receipt of the quarterly billings shall remit within thirty days.

**7. Procurement Policy:**

- 7.1. The contractor shall follow the Procurement Policy as set out by each municipality.

**8. Release of Liability:**

- 8.1. The Municipality of Markstay - Warren agrees to accept all liabilities for costs, claims, court fees, judgments, suits, charges or actions made against the MLEO as result of the agreement in performing any duties set forth in Municipality of Markstay - Warren.
- 8.2. Further, the Municipality of Markstay - Warren will ensure they have sufficient insurance for the work done by the contracted services of the MLEO.
- 8.3. Only actions done in course of the MLEO's duties within Municipality of Markstay - Warren shall be covered by the Municipality of Markstay -Warren insurance.

IN WITNESS WHEREOF the said Corporations have hereto affixed their Corporate Seals duly attested by their proper Officers on their behalf.

**THE CORPORATION OF THE MUNICIPALITY OF FRENCH RIVER**

**THIS AGREEMENT dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017.**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

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

**THIS AGREEMENT dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017.**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK



# Municipality of French River

Report FRFD-05-2017  
of the Fire Department  
For Consideration by Council

**RE: Dispatching Services**

**OBJECTIVE:** To obtain council approval of Dispatching Services

## **BACKGROUND:**

The French River Fire Department has been, and is currently using Northern 911 as our Fire Department Dispatching Service. As of this moment, the Municipality nor the Fire Department has a contract with Northern 911. On July 20, 2017, Northern 911 sent a letter that outlined fee increases, and requested that we enter in a three-year agreement. On July 6, 2017, we received a letter of correspondence from Smiths Falls Fire Department offering us their Fire Dispatching services as an alternative to what we currently have.

## **ANALYSIS:**

Below is a comparison of the level of services between both Dispatching Services:

<b>Northern 911</b>	<b>Smiths Falls Fire Department</b>
- Dispatchers are not trained Firefighters	- Dispatchers are fully trained Firefighters and or are Fire Dept. Officers - Computer Aid Dispatching
- Calls from 911 are received and forwarded to the respected Fire Department, and where the call originates.	- Call from 911 is received, they confirm the address from GIS system, and stay on the radio for on scene support (to call out police, ambulance as required)
- No reporting is currently supplied by this dispatching Service	- Electronic time stamped report is supplied on every call - 7 years retention of recordings for potential liability debates
- Can handle multiple calls	- Can handle 12-13 calls/day - 5-6 calls at a time - Has 2 fully operational dispatching stations
- Serves multiple municipalities in the Region	- Serves 12 other Municipalities including St. Charles, & Algonquin Island district
- In the event of a power outage the Fire Department has no radio communication without back-up generators. The department won't receive any other incoming calls for service through Northern 911 in this event.	- There will be 3 levels of dispatching service in the event of a power outage: <ul style="list-style-type: none"> <li>o <b>Main:</b> Internet Backups (Radio over IP)</li> <li>o <b>Secondary:</b> Telephone line Service</li> <li>o <b>Third:</b> Cell Phone App</li> </ul>

## Corresponding / Complementary Applications

### “I am Responding”

#### App through Northern 911

This application is offered to us and is included in the price with Northern 911, but does not offer “real time” display. The company uses the American Firefighting Standards Primary Network Gateway’s to provide this service.

### Who’s Responding App

#### (Recommended by Smith Falls Fire Dept.)

This tool provides “real time” tracking for Responders, Notification for officers, GPS location services, and acts as a virtual pager with Navigation, Live Radio, and ON-Scene tracking for year-round time management on every call from any location with cell phone reception. The Fire Department is currently registered for a 45day free trial to test the system.

### BUDGET/LEGAL IMPLICATIONS:

Northern 911			Smiths Falls Fire Dept.	
Year	Description	Total/ yr.	Description	Total/ yr.
2018	Fire Dispatch & Testing Frequency & I am Responding	\$6,174.96	Fire Dispatch & Testing Frequency	\$7,956.00
	1.5% Inflation Increase	\$ 93.52	<b>One-Time Set up Fee</b>	<b>\$3,500.00</b>
	Telco Fee	\$59.40	Who's Responding	\$1,200.00
		<b>\$6,327.88</b>		<b>\$12,656.00</b>
2019	Fire Dispatch & Testing Frequency & I am Responding	\$10,074.84	Fire Dispatch & Testing Frequency	\$7,986.00
	1.5% Inflation Increase	\$91.72	1.5% Inflation Increase	\$119.79
	Telco Fee	\$59.40	Who's Responding	\$1,200.00
		<b>\$10,225.96</b>		<b>\$9,305.79</b>
2020	Fire Dispatch & Testing Frequency & I am Responding	\$13,194.84	Fire Dispatch & Testing Frequency	\$8,105.79
	1.5% Inflation Increase	\$138.53	1.5% Inflation Increase	\$121.59
	Telco Fee	\$59.40	Who's Responding	\$1,200.00
		<b>\$13,392.77</b>		<b>\$9,427.38</b>
2021	Fire Dispatch & Testing Frequency & I am Responding	\$13,453.05	Fire Dispatch & Testing Frequency	\$8,227.38
	1.5% Inflation Increase	\$201.80	1.5% Inflation Increase	\$123.41
	Telco Fee	\$59.40	Who's Responding	\$1,200.00
		<b>\$13,714.28</b>		<b>\$9,550.79</b>
2022	Fire Dispatch & Testing Frequency & I am Responding	\$13,593.61	Fire Dispatch & Testing Frequency	\$8,350.79
	1.5% Inflation Increase	\$203.90	1.5% Inflation Increase	\$125.26
	Telco Fee	\$59.40	Who's Responding	\$1,200.00
		<b>\$13,856.91</b>		<b>\$9,676.05</b>
<b>Total over 5 years</b>		<b>\$57,517.80</b>	<b>Total over 5 years</b>	
			<b>\$50,646.01</b>	

*\* Green Shaded area includes discounts provided by Northern 911 in the new proposed contract. Our current budget for Dispatching services is \$200/Mt or \$2,400/Yr.*

*\* CPI inflation adjustment has been accounted for in both proposals. For the purpose of analysis, it is assumed at 1.5%/year increase*

*\* If we stay with Northern 911 you could factor in the cost of having 2 volunteer dispatchers at an estimated cost of \$2,000/ea. per year.*

**Options:**

1. Sign a 3-year contract with **Northern 911** and keep current services at an increased cost.
2. Sign a 5-year contract with **Smiths Falls** and obtain an enhanced level of dispatching services with an initial set up fee, but a lesser annual amount than our current provider.
3. **Who's Responding Cell Phone App:** Annual Cost of \$800, Equipment fee of \$400, For a total annual cost of \$1,200 which would support 31-40 firefighters.

**LINKS TO STRATEGIC PLANS:**

- Ensure community safety.

**CONCLUSION/RECOMMENDATIONS:**

It is recommended that Council approves the by-law to enter into an agreement with Smiths Falls Fire Department and contract out our Fire Departments Dispatching Services.

**ATTACHMENTS:**

**Appendix "A"** Northern 911 Proposed Agreement

**Appendix "B"** Smiths Falls Proposed Agreement

Respectfully submitted:

Approved:



Roch Bigras,  
Interim Fire Chief  
French River Fire Department  
Date: July 7, 2017

Marc Gagnon  
Chief Administrative Officer

**THE CORPORATION OF THE MUNICIPALITY OF FRENCH RIVER**

**BY-LAW 2017-40**

**BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE A FIRE  
DISPATCH COMMUNICATIONS CENTRE SERVICES AGREEMENT  
WITH THE TOWN OF SMITH FALLS**

**WHEREAS** Council deems it desirable and necessary to enter into an agreement with the Town of Smith Falls for Fire Dispatch Services for the French River Fire Department;

**NOW THEREFORE** the Council of the Corporation of the Municipality of French River enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute the Fire Dispatch Communications Centre Services Agreement with the Town of Smith Falls.
2. That said Agreement is attached hereto as Appendix 'A'.
3. That any By-laws inconsistent with this by-law are hereby repealed.
4. This by-law shall come into force and take effect on the day it is passed.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 6<sup>th</sup> DAY OF SEPTEMBER 2017.**

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**MAYOR**

---

**CLERK**



Municipality of French River  
**Ad hoc Committee relating to Travel Trailers**  
**MINUTES**

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Date: August 29, 2017      Time: 10:30 am      Place: Council Chamber

---

**Committee Members Present:** Councillors Denny Sharp (Chair), Ron Garbutt, Malcolm Lamothe

**Resource Officials Present:** Marc Gagnon (CAO), Carlie Zwiers (Recording Secretary)

**Guests:** None

**Purpose:** to consider amendments to the provisions for Travel Trailers within the Zoning By-law

### Meeting Minutes

**1. Call to Order and attendance at 10:38 am**

**2. Review of Meeting minutes held February 3<sup>rd</sup>**

Minutes were reviewed, there were no amendments

**3. Comments to be provided to Council for consideration at their meeting of September 6<sup>th</sup>, 2017**

(\*Resolution at the September 13th Council Meeting to agree on comments to forward to SEPB)

#### Zoning By-Law

- Take “permanent” out of the by-law for **Section 6.56**
- Would like to incorporate an avenue for people who just want to enjoy their land. Have something saying that they are allowed 1 trailer and anything over would need a license.
- There should be (1) Travel Trailer allowed per lot, and any additional Travel Trailers would require special provisions from Council the allowable number of trailers per lot would be based on population density and acreage of property.
- **Section 1 part 3** the committee wants taken out, as it would permit one trailer on a vacant lot. Or if they don't have a primary residence then charge them \$600 as they are only paying taxes on vacant land.
- Adjust fines to \$150

#### By-law to License Trailers in the community

- Definition of a stored trailer is too vague.
  - If owners store it at the proper location then its fine, but this needs to be defined as to what proper storage is. (ex. no services connected)
- **Section 3.1** It was mentioned that this will detour people from doing anything, how is the municipality going to enforce the 21-consecutive day permit?
  - How is 21 days going to be enforced? It should be taken out as this will be hard to prove and enforce. The Municipality should just enforce with the license. Or only have the allowable limit to be 14 days, anything over 14 days is when you need a license.

- Anything over 14 days is considered long term and would require a license
  - Anything 14 days and under is considered short term and does not require a license.
  - **(change town to Municipality throughout by-law)**
  - The license will be attached to the trailer but the land owner must accompany the license to be able to hold someone in the municipality accountable.
- **Section 3.6** would need to be amended for the number of trailers to complement the Zoning By-Law.
  - **Section 5.3** The committee would like to keep the annual license and get rid of the second license.
  - **Section 5.6 take out completely**
  - **Schedule A section 6.** Would like to see the \$600 and \$400 fee changed to \$200 and \$150

**4. Next meeting**

To be determined

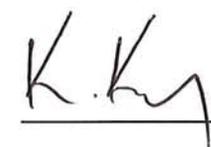
**5. Adjournment**

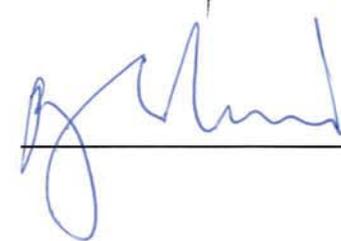
Meeting adjourned at 12:41pm

### THE TOWNSHIP OF GEORGIAN BAY Council Agenda

DATE: 14 August 2017

	YEA	NAY
Councillor Boчек	_____	_____
Councillor Cooper	_____	_____
Councillor Douglas	_____	_____
Councillor Edwards	_____	_____
Councillor Kay	_____	_____
Councillor Wiancko	_____	_____
Mayor Braid	_____	_____

MOVED BY: 

SECONDED BY: 

**DEFERRED** \_\_\_\_\_ **CARRIED** ✓ **DEFEATED** \_\_\_\_\_ **REFERRED** \_\_\_\_\_

WHEREAS The Township of Georgian Bay has identified Invasive Plant Species that are a threat to our Natural Environment, our Eco-System and our Residents Health;  
 AND WHEREAS The Township of Georgian Bay is working proactively with The District of Muskoka and many volunteer groups to hopefully eradicate these Invasive Plant Species;  
 AND WHEREAS the cost to provide these local programs is rising each year;  
 AND WHEREAS the identified plant species being Giant Hogweed, Japanese Knotweed and Phragmites are currently found growing along Provincial Highways, namely Highway 400 in our Municipality and on Crown Lands;  
 AND WHEREAS the seeds from these plants are migrating on to Municipal lands and Municipal Road Allowances as well as Privately Owned Lands;  
 AND WHEREAS the fastest spreading Invasive plant is Phragmites which is currently eradicating Wetland Cattail fields which are a huge benefit to our eco-system;  
 NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of Georgian Bay requests the Ministry of Natural Resources, the Ministry of the Environment and Climate Change and the Ministry of Transportation to work collaboratively to eradicate these invasive species on Provincially owned lands;  
 AND THAT copies of this resolution be forwarded to all Ontario Municipalities asking for their support and copies be sent to our MPP Norm Miller, our MP Tony Clement and to our Premier Kathleen Wynn.

  
 \_\_\_\_\_  
 MAYOR Page 78 of 90



## Municipality of French River

### MINUTES OF THE REGULAR COUNCIL MEETING

held in the Council Chambers  
Wednesday, August 23, 2017 at 6pm

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#### **Members Present:**

Mayor Claude Bouffard(Chair), Councillors Michel Bigras, Ronald Garbutt, Malcolm Lamothe, Gisèle Pageau, Denny Sharp, Dean Wenborne

#### **Members Excused:**

#### **Officials Present:**

Marc Gagnon, Chief Administrative Officer  
Mélanie Bouffard, Clerk  
Tom Ng, Treasurer/Tax Collector  
Robert Martin, Parks, Recreation & Facilities Manager  
Roch Bigras, Interim Fire Chief

#### **Guests:**

Normand Beauchamp, Fire Chief, Smith Falls Fire Department  
Jason Smith, Lieutenant, Smith Falls Fire Department  
5 Members of public

#### **1. Call to Order and Roll Call**

The Chair called the meeting to order at 6:00 p.m.

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#### **2. Adoption of Agenda**

Moved By Ron Garbutt and Seconded By Malcolm Lamothe

Resol. 2017- 198

**BE IT RESOLVED THAT** the agenda be approved as distributed.

Carried

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#### **3. Disclosure of Pecuniary Interest**

Councillor Mike Bigras declared a pecuniary interest at Item 4.1; his son is the Interim Fire Chief.

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#### **4. Delegations**

##### **4.1 Smith Falls Fire Department**

##### **Presentation of Fire Department 911 Call and Dispatching Services**

The item was moved following Item 5.2.

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## 5. Reports and Items for Consideration

### 5.1 General Government

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#### 5.1.1 Chief Administrative Officer's Verbal Report

The CAO provided a brief update in relation to the following items:

- Northern911 provided their increased new rates on dispatch services, other providers have been sought, resulting in the delegation tonight
- the French River Rapids President sent his appreciation to Council and has officially invited Council to the festivities of the Weekend Opener of September 15-16, 2017
- introduced Jerry Jopling, the by-law enforcement student
- reported that the heavy rain fall has increased the workload by creating many washouts and flooding
- reported that the old grader is down and that spot grading on priority areas will be done by the other grader and the contractor
- thanked the staff who worked hard to make the family ball tournament running smooth even in the bad weather
- informed that contract with R&D Recycling started on Monday

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#### 5.1.2 Monthly Operational Review Opportunities Status Report

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##### Appendix "A" - Opportunity # 2 Recreational User Fee Review

Data was collected to provide an analysis outlining the operational costs (related to the cost of providing the service) and the effect of the various cost recovery levels and the impact of recreational user fees. The remaining data related to the Alban Community Centre will be provided at a meeting in September in order to review the user fees for Council's consideration. The user fees related to Ice Rental were considered prior to the 2017/2018 Winter Season.

##### Resolution to amend Fees & Related Charges By-law 2017-35

Moved By Ron Garbutt and Seconded By Dean Wenborne

Resol. 2017- 199

**BE IT RESOLVED THAT** By-law 2017-37, being a by-law to Amend the Fees & Related Charges By-law 2017-35 for the annual 2% increase of Ice Rental Fees for the 2017/2018 Winter Season be read a first, second and third time and finally passed.

Carried

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**Appendix “C” - Opportunity # 12 - Business Process Mapping**

**Resolution relating to the Municipal Accounting Software**

Moved By Mike Bigras and Seconded By Malcolm Lamothe

Resol. 2017- 200

**WHEREAS** an analysis was prepared relating to the status of the Municipal Accounting Software to determine the options available and the related costs.

**BE IT RESOLVED THAT** Council agrees with the recommendation to proceed with the upgrade and training of the current Municipal Accounting Software.

Carried

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**Appendix “B” - Opportunity # 11 - Rationalization of municipal assets**

**Municipal Property - 37 St. Antoine St.**

Following discussion, Council generally agreed with the recommendation outlined in the report that staff take an opportunity over the next 12 months to aggressively explore alternative revenue streams and additional options that may assist in maintaining the property and the community culture and art initiatives currently being provided at the site. A Resolution will be prepared at a subsequent meeting demonstrating Council’s direction.

**Resolution relating to Municipal Vacant Properties**

Moved By Ron Garbutt and Seconded By Gisele Pageau

Resol. 2017- 201

**WHEREAS** an inventory of municipally owned vacant land was prepared and where properties were identified as non-essential and previously declared as surplus.

**THEREFORE BE IT RESOLVED THAT** Council agrees that the following two (2) Municipal Vacant Properties be appraised and actively marketed:

5201- 020-000-31400, Daoust Street, Cosby Con 3 Lot 1 Plan M1050 Lot 22 Pcl 46798

5201- 020-000-31700, Daoust Street, Cosby Con 3 Lot 1 Plan M1050 Lot 25 Pcl 46798

Carried

**5.1.3 Resolution to support ROMA’s Rural and Northern Lens relating to the proposed Municipal Asset Management Planning Regulation**

A letter will accompany the resolution to outline the challenges that affect our Municipality resulting from the Regulation.

Moved By Ron Garbutt and Seconded By Gisele Pageau

Resol. 2017- 202

**WHEREAS** municipalities are a responsible, mature order of government in Ontario; and

**WHEREAS** the Municipality of French River promotes, supports and encourages strong and effective rural and northern rural governments; and

**WHEREAS** the Municipality of French River supports the responsible and fiscally accountable development of municipal Asset Management Plans; and

**WHEREAS** the Province of Ontario through the Ministry of Economic Development, Employment and Infrastructure has developed a proposed Municipal Asset Management Planning Regulation; and

**WHEREAS** the proposed Municipal Asset Management Planning Regulation has been posted on the Environmental Registry as 013-0551; and

**WHEREAS** the Municipality of French River has reviewed the proposed Municipal Asset Management Planning Regulation; and

**WHEREAS** the Municipality of French River has reviewed the submission on the proposed Municipal Asset Management Planning Regulation submitted by the Rural Ontario Municipal Association.

**THEREFORE BE IT RESOLVED THAT** the Municipality of French River agrees that the proposed Municipal Asset Management Planning Regulation:

1. Is overly prescriptive
2. Does not reflect the principle that municipalities are responsible, mature governments
3. Will create a resource and fiscal strain on our municipality and others, more specifically, the small rural and northern rural communities that have limited staffing capacity, being the most vulnerable and sensitive to an increasingly burdensome regulatory environment

**FURTHER BE IT RESOLVED THAT** copies of this Resolution be sent to the Minister of Infrastructure, AMO, our Local MPPs and our local MP.

Carried

#### **5.1.4 Resolution to approve the attendees at ROMA Conference**

Moved By Mike Bigras and Seconded By Gisele Pageau

Resol. 2017- 203

**BE IT RESOLVED THAT** Council approves the following attendees at the ROMA Conference in Toronto on January 21-23, 2018 at an approximate cost of \$1, 300 each:

1. Councillor Michel Bigras
2. Mayor Claude Bouffard

Carried

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#### **5.1.5 Resolution to reschedule the September Regular Council Meeting from September 20th to September 27<sup>th</sup>**

Moved By Denny Sharp and Seconded By Mike Bigras

Resol. 2017- 204

**BE IT RESOLVED THAT** Council agrees to rescheduled the September 20th Regular Council Meeting to Wednesday, September 13th, 2017.

Carried

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#### **5.2 Finance (NIL)**

Council took a break from 7:05 to 7:10pm

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#### **4.1 Smith Falls Fire Department**

##### **Presentation of Fire Department 911 Call and Dispatching Services**

Fire Chief Normand Beauchamp and Lieutenant Jason Smith of the Smith Falls Fire Department made a presentation of the full fire dispatching services that they provide and details of their processes, resources and communication system.

The level of service that they offer is full on scene support to the Incident Commander for a fee of \$3/capita per year plus the costs of the required equipment.

Following the Delegation, Council generally agreed that staff continue with exploring the services provided by Smith Falls Fire Department, the equipment required and the internet resources available to ensure that we have the capabilities before considering entering into an agreement.

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Council took a break from 8pm to 8:05pm

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### **5.3 Public Works & Environment Services**

#### **5.3.1 Resolution to submit funding application to the Northern Ontario Internship Program for a Public Works Youth Intern** *(from the Public Works Committee Meeting held August 9th)*

Moved By Denny Sharp and Seconded By Ron Garbutt

Resol. 2017- 205

**BE IT RESOLVED THAT** Council authorizes the Funding Application to the Northern Ontario Internship Program for a Public Works Youth Intern commencing in January 2018 for a one (1) year term;

**AND FURTHER** that the potential contribution of up to \$25,000 be committed to this project by the Municipality.

Carried

---

#### **5.3.2 Resolution to adopt the amended Terms of Reference of the Public Works & Environment Committee** *(Public Works Committee Meeting held August 9<sup>th</sup>)*

Moved By Denny Sharp and Seconded By Gisele Pageau

Resol. 2017- 206

**BE IT RESOLVED THAT** Council adopts the amended Terms of Reference of the Public Works & Environment Committee to hold meetings on a bi-monthly basis on the Second Wednesday at 6pm in the Council Chambers.

Carried

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### **5.4 Community Services (NIL)**

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### **5.5 Emergency Services and Public Safety**

#### **5.5.1 Information Report - Status of Helipad Sites**

Council discussed the possibility of having the Alban Helipad Site re-located as suggested by Ornge to meet the desired access from main highways.

## 5.6 Development & Planning

### 5.6.1 Resolution to provide comments to the Sudbury East Planning Board in relation to the Travel Trailers- Draft Zoning By-law Amendment and Licensing By-law

Moved By Gisele Pageau and Seconded By Malcolm Lamothe

Resol. 2017- 207

**BE IT RESOLVED THAT** Council agrees to provide the following comments to the Sudbury East Planning Board in relation to the Travel Trailers- Draft Zoning By-law Amendment and Licensing By-law:

Moved By Mike Bigras and Seconded By Ron Garbutt

Motion to Defer to the Council Meeting scheduled on September 13th.

Deferral Carried

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## 5.7 Correspondence

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### 5.7.1 Resolution to award an exemption to the Noise By-law to McIntosh Perry for the Highway 535 & 64 Culvert and Pavement Rehabilitation

Resol. 2017- 208

Moved By Mike Bigras and Seconded By Ron Garbutt

**WHEREAS** a Request for Noise By-law Exemption was received from McIntosh Perry.

**BE IT RESOLVED THAT** Council grants an exemption from the provisions of the Noise By-law 2016-38, Schedule “B” - Time Prohibitions, Item 4 for the full length of each contract identified as Highway 535 & 64 Culvert and Pavement Rehabilitation (G.W.P. 5174-12-00 & 5372-11-00) based on the information provided in the Request attached and dated July 31, 2017.

Moved by Denny Sharp and Seconded by Dean Wenborne

**THAT** the following be added to the resolution:

**AND FURTHER** that adequate notice be provided to the affected property owners within a reasonable timeframe.

Amendment Carried

Resolution now reads:

**WHEREAS** a Request for Noise By-law Exemption was received from McIntosh Perry.

**BE IT RESOLVED THAT** Council grants an exemption from the provisions of the Noise By-law 2016-38, Schedule “B” - Time Prohibitions, Item 4 for the full length of each contract identified as Highway 535 & 64 Culvert and Pavement Rehabilitation (G.W.P. 5174-12-00 & 5372-11-00) based on the information provided in the Request attached and dated July 31, 2017.

**AND FURTHER THAT** adequate notice be provided to the affected property owners within a reasonable timeframe.

Carried

---

**5.7.2 Resolution to support Municipality of Bluewater’s resolution relating to the removal of Tax Exempt Portion of Remuneration**

Moved By Mike Bigras and Seconded By Gisele Pageau

Resol. 2017- 209

**BE IT RESOLVED THAT** Council supports the letter dated April 12, 2017 from Cheryl Gallant, Member of Parliament regarding the Trudeau Liberals removing the tax-exempt portion of remuneration paid to local officials from their 2017 Federal Deficit Budget;

**AND FURTHER THAT** a copy of the resolution be forwarded to Premier of Ontario, the Prime Minister, Minister of Finance, our Local MP and MPPs.

Carried

---

**5.7.3 Information - Letter from Ministry of Transportation - new sign layout at the HWY 69 Interchange to include ‘Alban/Noëlville’**

It was suggested that a Notice be provided through media to inform the public. A Resolution to approve the layout will be considered once it is provided by MTO.

**5.7.4 Resolution to support Municipality of Killarney's resolution relating to the changes under consideration to the Municipal Act, 2001 to end payments Out of Court for Municipalities**

Moved By Ron Garbutt and Seconded By Dean Wenborne

Resol. 2017- 210

**BE IT RESOLVED THAT** Council supports the Municipality of Killarney's resolution appealing to the Minister of Municipal Affairs to reconsider the proposed change to the Municipal Act, 2001 as a result of Bill 68 regarding tax registration procedures which would end payments out of court for municipalities. The proposed amendment to Section 380 (8) and (9) would see out of court payments revert back to the Crown;

**FURTHER THAT** tax sale proceedings involve a significant amount of staff time which is an expense to a municipality and it is only fair that municipalities continue to be eligible for these payments out of court;

**FURTHER THAT** tax sale revenues assist municipalities with various expenditures which to some extent alleviate the burden of the reduction of revenues of various Provincial grants/programs and the continual "downloading" upon small municipalities;

**AND FURTHER THAT** a copy of the resolution be forwarded to the Premier of Ontario, the Minister of Municipal Affairs, our Local MPPs and our Local MP.

Carried

---

**6. Consent Agenda**

The following motion was presented to adopt the items contained in the Consent Agenda:

Moved By Mike Bigras and Seconded By Ron Garbutt

Resol. 2017- 211

**BE IT RESOLVED THAT** Council approves the Items of the Consent Agenda under Sections 6.1, 6.3 and 6.4 and receives the Items under Sections 6.2.

Carried

## **6.1 Adoption of Minutes**

Moved By Mike Bigras and Seconded By Ron Garbutt

Resol. 2017- 212

**BE IT RESOLVED THAT** Council adopts the following minutes as presented:

Regular Council Meeting held July 19, 2017

Carried

---

## **6.2 Receipt of Minutes**

Moved By Mike Bigras and Seconded By Ron Garbutt

Resol. 2017- 213

**BE IT RESOLVED THAT** Council receives the following minutes as presented:

Sudbury East Planning Board held June 15, 2017

Carried

---

## **6.3 Items for Consideration or Information (NIL)**

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### **6.3.1 Monthly Disbursements Report**

The Treasurer reported that the total disbursements for the months of June 2017 were in the amount of \$ 913,154.57.

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## **6.4 By-laws (NIL)**

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## **7. Notices of Motion**

### **7.1 Asset Management Plan Update**

**Motion submitted by Councillor Ron Garbutt**

Moved By Ron Garbutt and Seconded By Gisele Pageau

Resol. 2017- 214

**WHEREAS** the Province is mandating municipalities to develop an accurate yearly updated Asset Management Plan; and

**WHEREAS** that plan will be tied to the level of service for those assets as well as the municipal operational & capital budgets; and

**WHEREAS** the Provincial government will be mandating that all grant applications be identified in our Asset Management Plan as a priority to qualify for the provincial grants.

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**THEREFORE BE IT RESOLVED THAT** Council directs the CAO to direct staff to update their respective assets in the Asset Management Database as a priority, in preparation for the other sections of the Asset Management Plan development (Strategic plan, level of service, capital plan) & 2018 budget deliberations.

**AND FURTHER THAT** the CAO provides monthly updates on staff's progress.

Moved by Ron Garbutt and Seconded by Malcolm Lamothe

**THAT** the following be added to the resolution:

Replace 'monthly' to 'quarterly'.

Amendment Carried

Resolution now reads:

**WHEREAS** the Province is mandating municipalities to develop an accurate yearly updated Asset Management Plan; and

**WHEREAS** that plan will be tied to the level of service for those assets as well as the municipal operational & capital budgets; and

**WHEREAS** the Provincial government will be mandating that all grant applications be identified in our Asset Management Plan as a priority to qualify for the provincial grants.

**THEREFORE BE IT RESOLVED THAT** Council directs the CAO to direct staff to update their respective assets in the Asset Management Database as a priority, in preparation for the other sections of the Asset Management Plan development (Strategic plan, level of service, capital plan) & 2018 budget deliberations.

**AND FURTHER THAT** the CAO provides quarterly updates on staff's progress.

Carried

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## **8. Announcement and Inquiries**

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## **9. Closed Session (NIL)**

**10. Adjournment**

Moved By Denny Sharp and Seconded By Malcolm Lamothe

Resol. 2017- 215

**BE IT RESOLVED THAT** By-law 2017-38, being a by-law to confirm the proceedings of the Council of the Corporation of the Municipality of French River at a meeting held on August 23, 2017 be read a first, second and third time and finally passed.

Carried

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Moved By Gisele Pageau and Seconded By Dean Wenborne

Resol. 2017- 216

**BE IT RESOLVED THAT** the meeting be adjourned at 9:02 p.m.

Carried

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**MAYOR**

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**CLERK**