



**AGENDA / ORDRE DU JOUR**  
**REGULAR COUNCIL MEETING / RÉUNION RÉGULIÈRE DU CONSEIL**

Wednesday, September 13, 2017 at 6pm / mercredi le 13 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**
    - 4.1 French River Snowmobile Association **p.3**  
Request for financial assistance to cover costs associated with the snowmobile bridges
  5. **Reports and Items for Consideration / Rapports et sujets pour considération**
    - 5.1 **General Government / Gouvernement général**
      - 5.1.1 Chief Administrative Officer's Verbal Report
      - 5.1.2 Operational Review Opportunities Status Report (*from August 23<sup>rd</sup> meeting*)
        - Opportunity # 11 - Rationalization of municipal assets (37 St. Antoine St)  
Resolution to direct staff to take the opportunity over the next 12 months to aggressively explore alternative revenue streams and additional options that may assist in maintaining the 37 St. Antoine property and the community culture and art initiatives currently being provided at the site
      - 5.1.3 Shared Building and By-law Enforcement Services (*from Sept 6<sup>th</sup> meeting*)
        - Resolution to adopt a By-law to authorize the Shared Building and By-law **p.4**  
Enforcement Services Agreement
        - Resolution to adopt a By-law to appoint Alain McCann as Chief Building Officer **p.11**
        - Resolution to adopt a By-law to appoint Alain McCann as Municipal Law **p.12**  
Enforcement Officer
        - Resolution to adopt a By-law to appoint Andrea Tarini as Municipal Law **p.13**  
Enforcement Officer
      - 5.1.4 Resolution to provide comments to the Sudbury East Planning Board in relation to the **p.14**  
Travel Trailers for the Draft Zoning By-law Amendment and Draft Licensing By-law  
as recommended by the ad hoc committee (*from Sept 6<sup>th</sup> meeting*)
      - 5.1.5 Resolution to approve the attendees at the Northeastern Ontario Recreation Association **p.24**  
Conference, September 25-28 in New Liskeard
    - 5.2 **Finance / Finances (NIL)**
    - 5.3 **Public Works & Environment Services / Travaux public et services de l'environnement (NIL)**
    - 5.4 **Community Services / Services communautaires**
      - 5.4.1 Resolution to award the Municipal Complex HVAC Renewal Contract **p.31**
    - 5.5 **Emergency Services and Public Safety / Services d'urgence et sécurité publique (NIL)**
    - 5.6 **Development & Planning / Développement et planification (NIL)**

## **5.7 Correspondence / Correspondance**

- 5.7.1** Resolution to urge Ministries to work collaboratively to eradicate invasive plant species on Provincially owned lands (*from Sept 6<sup>th</sup> meeting*)

## **6. Consent Agenda / Ordre du jour regroupé**

### **6.1 Adoption of Minutes / Procès-verbaux adoptés**

- 6.1.1** Combined Council Meeting held September 6, 2017 p.34

### **6.2 Receipt of Minutes / Procès-verbaux reçus (NIL)**

### **6.3 Items for Consideration or Information / Items pour consideration ou information (NIL)**

### **6.4 By-laws / Règlements**

- 6.4.1** 2017- 42 Cemetery By-law, 1<sup>st</sup> & 2<sup>nd</sup> Reading (*from Sept 6<sup>th</sup> meeting*) p.40

## **7. Notices of Motion / Avis de motion**

## **8. Announcement and Inquiries / Annonce et questions**

## **9. Closed Session / Session à huis clos**

- under section 239 (2) (d) "labour relations or employee negotiations" with respect to the performance evaluation of an employee and with respect to union negotiations

## **10. Adjournment / Ajournement**

Resolution to adopt Confirmation By-law

Resolution to adjourn



Corporation of the Municipality of French River  
Corporation de la Municipalité de la Rivière des Français  
Box 156, 44 St. Christophe Street / CP 156, 44 rue St. Christophe  
Noëlville, Ontario P0M 2N0  
Telephone / Téléphone : (705) 898-2294  
Facsimile/Télécopieur : (705) 898-2181

## Demande pour être une délégation / Delegation Request Form

DATE DE LA RÉUNION / DATE OF MEETING: Sept. 13, 2017

Nom / Name: Cathy Kazimer Date: Sept. 7/17

Adresse/Address: 15 Cowboy Rd., Alban, ON

Courriel/Email Address: cathykazimer@gmail.com

Organisation / Organization: French River Snowmobile Assoc

Téléphone / Telephone: 705-677-5796

### Sujet – Topic

(S.V.P. inclure documentation d'appui à votre demande)  
(Please enclose documentation supporting your request)

We wish to request the Municipality's help to cover costs associated with the French River Snowmobile Bridge and the Pickerel River Snowmobile Bridge. The French River Bridge is a landmark and our club has been responsible for the engineering inspections and maintenance of these bridges after the Voyageur Snowmobile Club, who had them built, folded. We can not afford to keep these bridges open and we are now looking for financial help from the surrounding municipalities and Ontario Parks. The inspections need to be completed every two years and this year's quote has come in at just under \$13,000. An inspection report has to be submitted to MTO by Nov. 22/17. After the last inspection we had a \$5,000 repair bill to comply with the engineer's report. Our volunteers do maintain these bridges when we notice something that requires repair and we are capable of handling that repair, to keep costs down. In addition, I have been told that the Municipality had previously applied for grants on behalf of the Multi Use Trails when they were active. We are requesting if the Municipality would consider extending this offer to the FRSA due to lack of our volunteer force and present knowledge in this area.

*Cathy Kazimer*

Signature du demandeur / Signature of applicant

*Steve Baffie*

Signature du Greffier / Signature of Clerk

**La présentation aura un temps limite de 15 minutes.**  
**Presentation cannot exceed 15 minutes.**

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

**BY-LAW 2017-43**

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 Schoppmann  
**Mayor**

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

**CORPORATION OF THE MUNICIPALITY OF FRENCH RIVER**

**BY-LAW 2017-44**

**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 2017-45**

**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 Alain McCann 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.
2. That any by-law inconsistent with this by-law is 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**

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**CLERK**

**CORPORATION OF THE MUNICIPALITY OF FRENCH RIVER**

**BY-LAW 2017-46**

**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 Andrea Tarini 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.
2. That By-law 2016-22 and any other by-law inconsistent with this by-law 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**

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**CLERK**

THE MUNICIPALITY OF \*\*

BY-LAW 2017-\*\*

Being a By-law to amend Zoning By-law 2014-\*\*, as amended  
(Municipality of \*\*)

**WHEREAS** By-law 2014-23 Municipality of \*\* has been passed, being a Zoning By-law to regulate the use of land and the character, location, and use of buildings and structures, in the Municipality of French River, under the authority of Section 34 of the Planning Act, R.S.O. 1990, Chapter P.13;

**AND WHEREAS** the Council for the Municipality of \*\* may amend such By-law in accordance with the provisions of Section 34 of the Planning Act, R.S.O. 1990, Chapter P.13;

**AND WHEREAS** the Council for the Municipality of \*\* has received an application to amend such By-law;

**NOW THEREFORE THE COUNCIL FOR THE CORPORATION OF THE MUNICIPALITY OF \*\* ENACTS AS FOLLOWS:**

1. Section(s) 6, "GENERAL PROVISIONS" of By-law 2014-\*\* of the Municipality of \*\* is hereby amended by the addition of the following:

**Section 6.56 TRAVEL TRAILERS**

The use of trailers for ~~permanent or~~ temporary human habitation is permitted in the following zones:

- i) in a Waterfront Residential (WR) Zone, a maximum of one *trailer* equipped with toilet facilities, serviced with adequate potable water supply, and connected to an approved sewage holding tank or septic system leaching bed may be used for temporary human habitation provided that a detached *dwelling* exists on the property, is in compliance with the *setback* provisions for the *zone*, and that such *trailer* has a current license issued in accordance with the *Municipality's* Trailer Licensing By-law under the authority of the Municipal Act. Such *structure* shall cease to be used for human habitation upon expiry of the license.

- Setback at least 30 meters from the ~~high water~~ *high-water* mark and where it does not negatively impact the view of the waterfront of adjacent *properties*.

- ii) in a Rural (RU) Zone, a maximum of two *trailer(s)* equipped with toilet facilities, serviced with adequate potable water supply, and connected to an approved sewage holding tank or septic system leaching bed may be used for temporary human habitation provided that a detached *dwelling* exists on the property, is in compliance with the *setback* provisions for the *zone*, and that such *trailer(s)* have a current license issued in accordance with the *Municipality's* Trailer Licensing By-law under the authority of the Municipal Act. Such *structure(s)* shall cease to be used for human habitation upon expiry of the license.

**Comment [CZ1]:** Would like to incorporate an avenue for people who just want to enjoy their land. Have something within this by-law stating that travel trailers are allowed (1) trailer on their lot and anything over would require a license. This permission would require special provisions from Council, and the allowable number of trailers per lot should be based on population density and acreage of property.

iii) ~~In a Rural Zone (RU), a maximum of one trailer equipped with toilet facilities, serviced with adequate potable water supply, and connected to an approved sewage holding tank or septic system leaching bed may be used for temporary human habitation on an existing vacant lot, is in compliance with the setback provisions for the zone, and provided such trailer has a current license issued in accordance with the Municipality's Trailer Licensing By-law under the authority of the Municipal Act. Such structure shall cease to be used for human habitation upon expiry of the license.~~

- ~~• An accessory use to a trailer shall not include a sleep cabin or a second trailer on a lot.~~
- ~~• A trailer on an individual lot is subject to site plan control (i.e. installation of on-site sewage and water services, landscaping, groundcover)~~

3. Schedule "A" is hereby declared to form part of this By-law.
4. This By-law shall take effect on the date of passage and come into force in accordance with Section 34 of the Planning Act, R.S.O. 1990, Chapter P.13.

**READ A FIRST AND SECOND TIME this \*\* day of \*\*, 2017.**

\_\_\_\_\_  
CHAIR / MAYOR

\_\_\_\_\_  
SECRETARY-TREASURER / CLERK

**READ A THIRD TIME AND FINALLY PASSED this \*\* day of \*\*, 2017.**

\_\_\_\_\_  
CHAIR / MAYOR

\_\_\_\_\_  
SECRETARY-TREASURER / CLERK



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

**By-Law 17-**

**BEING A BY-LAW TO LICENSE TRAILERS IN THE MUNICIPALITY**

**AND WHEREAS** the *Municipal Act*, S.O. 2001, Section 164 authorizes a municipality to pass by-laws to license trailers.

**NOW THEREFORE** the \_\_\_\_\_ municipality \_\_\_\_\_, and ENACTS the following:

**TITLE AND APPLICATION – SECTION 1**

- 1.1 This By-law shall be cited as the “Trailer License By-law”
- 1.2 This by-law does not apply to:
- a) Assessed Trailers as defined in Section 2.4
  - b) Trailers located in Campgrounds as defined in Section 2.5.
  - c) A Stored Trailer as defined in Section 2.3.
- 1.3 This By-law applies to any trailer, even if the trailer was placed on the property prior to date of enactment of this By-law.

**DEFINITIONS – SECTION 2**

- 2.1 ~~Municipality~~**TOWNSHIP** means the Corporation of the ~~Municipality~~**Township** of \_\_\_\_ and shall be defined as the lands and premises within the corporate limits.
- ~~2.2~~ **TRAILER** means any vehicle so constructed that it is suitable for being attached to a motor vehicle for the purpose of being drawn or is propelled by the motor vehicle and is capable of being used for the living, sleeping, or eating accommodation of persons on a temporary, transient or short term basis, even if the vehicle is jacked up or its running gear is removed. Examples include but are not limited to a tent trailer, a camper trailer, a recreational trailer, a fifth wheel, a bus converted into a motor home, a motor home, a truck camper but does not include a mobile home
- ~~2.3~~ **STORED TRAILER** means any trailer located on a property only for the purpose of storing such trailer for use at any location other than the property upon which it is stored.
- ~~2.4~~~~2.5~~ **ASSESSED TRAILER** means any trailer legally located on a property and that is assessed under the *Assessment Act*.
- ~~2.4~~~~2.5~~ **CAMPGROUND** means a commercial establishment used for seasonal recreational activity as grounds for camping, and wherein camping in trailers is permitted.
- ~~2.5~~~~2.6~~ **PERMANENT BASIS** means either year-round occupancy or occupancy by persons who do not maintain elsewhere a usual or normal place of residence.

**LICENSE AND REGULATIONS – SECTION 3**

- ~~3.1~~ No person shall keep or permit to be kept a trailer, on any property within the ~~Municipality~~**Township** for more than ~~24~~**14** consecutive days in any given year, unless such trailer is licensed under this By-law. For clarity, pursuant to Section \_\_\_\_ of this By-law this requirement to obtain a license applies to trailers which were located on property prior to the date of passage of this By-law.

**Comment [CZ1]:** This 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)

- 3231 A license issued pursuant to this by-law authorizes the use and maintenance of a trailer for temporary accommodations only. The issuance of a license does not grant the licensee the authority to occupy the trailer on a permanent basis. In furtherance of the foregoing, no person shall occupy or permit to be occupied a trailer during the period commencing December 1<sup>st</sup> of a calendar year and ending April 30<sup>th</sup> of the following calendar year.
- 3332 The issuance of a license is not intended and shall not be construed as permission or consent by the ~~Township~~ Municipality for the holder of the license ~~to contravene~~ to contravene or to fail to observe or comply with any law of Canada, Ontario or any By-law of the ~~Municipality~~ Township.
- 3433 An uncovered deck not exceeding 10 square ~~metres~~ meters (107.6 square feet) in area and not attached to the trailer and access stairs to the trailer are allowed. No other structure is permitted to be located within 5 ~~metres~~ meters of the licensed trailer.
- 3534 The provisions of Section 3.4 do not apply to existing buildings and structures that were attached or adjacent to a trailer in existence on the date of passage of this By-law, and for which a license has been issued in .
- 36 A maximum of one trailer is permitted on a single conveyable parcel of land. For clarity, the presence of one or more Stored Trailers on a conveyable parcel would not preclude the issuance of a license for one trailer.
- 3735 The owner of the property upon which the trailer is to be located shall consent its placement on the property.

**Comment [C22]:** (This section will need to be amended to compliment the Zoning By-Law)

**LICENSE EXEMPTIONS – SECTION 4**

- 4.1 Where the owner of land has obtained a building permit for the construction of a single detached dwelling, and that owner wishes to use a trailer for temporary accommodation while constructing such dwelling, the Owner may apply for permission to do so and be exempted from the requirement to obtain a license under this By-law. The ~~Municipality~~ Township may grant such exemption on the condition that the Owner enter into an agreement with the ~~Municipality~~ Township which, among other things, provides for the removal of the trailer.

**LICENSE APPLICATION AND FEES – SECTION 5**

- 51 All applications for such license shall be made to the ~~Municipality~~ Township upon the prescribed form attached to this By-law as Schedule “A” and shall include the submissions referenced therein, including payment of the License Fee required in Schedule “B”.
- 52 No license shall be issued:
- a. Unless the trailer for which such license is issued is located in compliance with the setback requirements for a dwelling unit as prescribed by the Corporation of the ~~Municipality~~ Township of Zoning By-law, for the zone in which the lands are located. (Note: This subsection shall become effective upon the date upon which the foregoing Zoning By-law comes into effect.) and/or
  - b. Where there exist any prohibited decks, porches, entry stairs, sunrooms, roofed enclosures, or similar structures which are to be or are attached to a trailer or located adjacent to a trailer for the purpose of complimentary use, except as provided in Section 3.5.

- 53 The ~~Municipality~~Township may issue the following class of licenses:
- a. Annual license – this license authorizes the placement of the trailer upon a property for a complete calendar year or any portion thereof, and its occupancy between May 1<sup>st</sup> and November 30<sup>th</sup> in the calendar year;
  - ~~b. Short Term License – this license authorizes the placement of the trailer upon the property for a minimum period of one month up to a maximum of three months, between May 1<sup>st</sup> and November 30<sup>th</sup> in the calendar year.~~
- 54 Licenses shall be displayed in or upon on the trailer in a place that can be seen easily from the outside of the trailer.
- 55 All Annual Licenses expire on December 31<sup>st</sup> ~~and all Short Term Licenses expire~~ on the date specified in the license.
- ~~56 A refund may be obtained by surrendering the issued license and submitting a request in writing to the Chief Building Official and/or the By-law Officer, indicating a trailer was not located on a property and specifying the date on which it was removed. The refund will be calculated from the first day of the month following relocation. The onus is on the applicant for a refund to provide supporting documentation of the date of such removal. No refund shall be made after the expiry date.~~

#### **ADMINISTRATION AND ENFORCEMENT – SECTION 6**

- 6.1 The administration and enforcement of this By-law is delegated to the Clerk Treasurer, the Chief Building Official and the By-law Officer for the ~~Municipality~~Township of . The Clerk shall have the authority to issue permits under this by-law; notwithstanding the foregoing, the clerk, in her discretion, may refer applications to Council.
- 6.2 Any Person who contravenes any provision(s) of this by-law is guilty of an offence and upon conviction is liable to a fine as provided for in the Provincial Offences Act.
- 6.3 Each day that a contravention of this By-law continues shall constitute a separate offence.
- 6.4 Every person who provides false information in any application for a license under this By-law or in an application for a renewal of license is guilty of an offence.
- 6.5 Where a conviction is entered under this section, in addition to any other remedy or any penalty provided by law, the court in which the conviction was entered, and any court of competent jurisdiction thereafter, may make an order prohibiting the continuation or repetition of the offence by the person convicted.
- 6.6 If the Municipality is satisfied that a contravention of this by-law has occurred, the Municipality may make an order requiring the person who contravened this by-law or who caused or permitted the contravention or the owner or occupier of the trailer to discontinue the contravening activity.
- 6.7 Any person who contravenes an order made under subsection 6.6 is guilty of an offence.
- 6.8 Every contravention of this By-law may be restrained by application at the instance of a taxpayer or of the Municipality in accordance with the provisions of the *Municipal Act*, 2001.

- 6.9 A municipal employee, staff person, agent or contractor hired by the Municipality, accompanied by any person under his or her direction, may enter onto any land that is used or believed to be used in contravention of this by-law for the purposes set out in subsection 436 (1) of the *Municipal Act*, 2001 and shall have all powers of inspection set out in subsection 436(2) of the Act.
- 6.10 Any trailers used, maintained or located in contravention of this By-law shall be removed from the lot, at the expense of the Owner of the lot. Failure to remove any trailers from a lot within the time prescribed by the By-law Officer may result in the removal of said traileed by the [MunicipalityTownship](#), at the expense of the Owner of the lot.

**VALIDITY AND EFFECTIVE DATE – SECTION 7**

- 7.1 If any section, clause or provision of this By-law is for any reason declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the By-law as a whole or any part thereof other than that section, clause or provision so declared to be invalid and it is hereby declared to be the intention that all remaining sections, clauses or provisions of the By-law shall remain in full force and effect until repealed, notwithstanding that one or more provisions thereof shall have been declared to be invalid.
- 72 This By-law shall come into effect on the date of the third reading and it being passed, subject to the proviso in section 5.2(a) as it relates thereto.

READ A FIRST AND SECOND TIME, THIS

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Clerk

READ A THIRD TIME AND FINALLY PASSED

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Clerk

Schedule A to By-law

APPLICATION FOR TRAILER LICENSE:

(Complete and attach all information prior to submitting)

Information noted with an asterisk is optional subject to "Notes" set out below)

1. Applicant Information

Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Phone Number \_\_\_\_\_

\*Email: \_\_\_\_\_

Note: If Applicant is not the registered owner of the property, the Applicant must have the owner's consent to apply for such license.

Note: A Phone number may be a permanent "land line" or Cell Number.

2. Property Information

Property Owner: \_\_\_\_\_

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

\*Roll Number: \_\_\_\_\_

\*Proof of Ownership: Attach copy of parcel register or deed.

Note: If no civic address has been assigned for this property, one must be applied for prior to submitting this application

Note: Either the MPAC Roll Number must be included or Proof of Ownership must be attached.

3. Trailer Information:

Make & Model: \_\_\_\_\_

Serial Number or VIN: \_\_\_\_\_

Please attach four pictures of trailer if already located on the property. (One of each side of trailer.)

4. License Requested

Place a check mark beside applicable class of license requested

Annual \_\_\_\_\_

Short Term \_\_\_\_\_ No. of Months Requested 1 2 3 (Circle Applicable Number)

Applications for an Annual License received prior to April 1<sup>st</sup> will be eligible for the early license fee set out in Schedule B to the Trailer Licensing By-law.

5. Services Information

Will the trailer be connected to a sewage disposal system that exists on the property?

No       \_\_\_\_\_

Yes       \_\_\_\_\_

If yes please provide the following:

Sewage System Building Permit or Certificate of Approval which indicates that connection of trailer to such system has been approved.

Will a grey water pit be utilized?

No       \_\_\_\_\_

Yes       \_\_\_\_\_

Will the site be serviced with an outhouse?

No       \_\_\_\_\_

Yes       \_\_\_\_\_

If the trailer is not connected to a holding tank or sewage disposal system, or is not serviced by a grey water pit or outhouse, please provide dumping receipts from an accredited dumping facility.

Will the trailer be directly connected to electrical services?

No       \_\_\_\_\_

Yes       \_\_\_\_\_

If yes please provide the Electrical Safety Authority approval for connection. This requirement only applies if the trailer will have a direct connection to the electricity distribution system (i.e. not an extension cord plugged into an outlet.)

6. Required Submissions

Site Plan – a drawing showing the location or proposed location of the trailer in relation to the boundaries of the property and including all existing buildings, sewage systems, wells, and watercourses/waterbodies. Such drawing shall be scaled or, where the property is large, measurements shall be included indicating the distance of the trailer from property boundaries, existing buildings, wells and watercourses/waterbodies.

Proof of Property Ownership – as required under section 2

Pictures - as required under section 3 above.

Permits/Approvals referenced in section 5 above if applicable.

Applicable Fee:

Annual Licence       \$200.00 ~~\$600.00~~ (or ~~\$400-~~ \$150.00 if license is applied for before April 1<sup>st</sup>)

~~Short Term License – \$150.00 for 1 month, \$300.00 for 2 months or \$450.00 for 3 months~~

Applicant Signature       \_\_\_\_\_

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

Property Owner Signature       \_\_\_\_\_

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

If property owner and applicant are the same, please sign in both locations.

Schedule B to By-law ~

License Fees:

Annual Fee:        ~~\$600.00~~ 200.00 (for Applications received on or after April 1.)  
                         ~~\$400.00~~ 150.00 (for Applications received before April 1.)

~~Short Term Fee:    \$150.00 for one month; \$300.00 for two months; or \$450.00 for three months~~



PART 1 – PROVINCIAL OFFENCES ACT  
TOWNSHIP OF  
BY-LAW –  
TRAILER BY-LAW

ITEM	SHORT FORM WORDING	PROVISION CREATING OR DEFINING OFFENCE	SET FINE
1	Fail to obtain a license for trailer over <del>142</del> 1 day limit	3.1	<del>150.00</del> <del>\$300.00</del>
2	Fail to vacate trailer from the months of December 1 <sup>st</sup> to April 30 <sup>th</sup>	3.2	<del>150.00</del> <del>\$300.00</del>
3	Allow additions to be built to a trailer other than an uncovered, unattached deck not exceeding 10 sq. m. and access stairs	3.4	<del>150.00</del> <del>\$300.00</del>
4	Having more than 1 trailer per property	3.6	<del>150.00</del> <del>\$300.00</del>
5	Allow person to locate trailer on his/her <del>property without</del> <u>property without</u> license	3.7	<del>150.00</del> <del>\$300.00</del>
6	Fail to display license so it can easily be seen from the outside of the trailer	5.4	<del>150.00</del> <del>\$300.00</del>
7	Providing false information on their license application	6.4	<del>150.00</del> <del>\$300.00</del>
8	Obstruct person designated to enforce this by-law	6.9	<del>150.00</del> <del>\$300.00</del>

Note: The Penalty provision for the offences indicated above is Section 61 of the Provincial Offences Act, R.S.O. 1990, Chapter P.33.

September 25th to the 28th 2017

Educational Forum and Trade Show



**NeORA**

Northeastern Ontario Recreation Association

**CONFERENCE**

**BROCHURE**



*Discover a whole new Ontario • Découvrez un tout nouvel Ontario*

*Live Well,  
Live Rec!*



# Welcome to Temiskaming Shores



Dear NeORA Delegates and Exhibitor's ;

Welcome to Temiskaming Shores and the Northeastern Ontario Recreation Association Annual Educational Forum! We are very excited to host this event and encourage you to visit the many attractions and businesses while you are with us.

The City of Temiskaming Shores encourages recreational pursuits in our community and have partnered with many organizations over the last few years to see the development of a 19.7 km non-motorized cycling/walking trail, a state of the art skateboard park, and coming in the next two years a splash pad on our waterfront. As a municipality we recognize the importance of recreation to the health and wellness of each individual and the community as a whole – thank you for the work that you do in your own communities so everyone can ‘Live Well, Live Rec’.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Carman Kidd'.

Mayor Carman Kidd  
City of Temiskaming Shores



Our Organizing Committee, comprised of representatives from the District of Temiskaming Shores , has compiled the best in learning, information sharing and networking opportunities for conference participants to enjoy.

This year's theme, Live Well, Live Rec is a true testament to how important and vital recreation is to the communities we work, live and play in. Let's face it, a community with no recreation is not a place where people can thrive, grow and be happy! This conference is a great reminder and opportunity for you to learn from top leaders in the field, so that we can continue to grow professionally and bring back innovative ideas and best practices to enhance your programs and services. Don't forget in addition to sessions there will be many opportunities for you to meet and build relationships with recreation industry experts, colleagues and vendors who may serve as key contacts now and in the future.

We look forward to building on the momentum of the recreation sector in the Province and hope you can join us in September. This year we will once again celebrate and recognize excellence in the recreation and parks sector on the Tuesday evening at our Awards Banquet.

On behalf of the NeORA Board of Directors and, I invite you to join us for three days of learning, **networking** and **replenishment**.

Whether you work or volunteer in the parks and recreation sector, or one of its allied sectors of health promotion, education, community and economic development or sport and sport tourism, you'll be sure to find sessions designed to meet your professional and personal learning objectives. Come and find your great ideas here!

Renée-Anne Paquette  
NeORA President

A handwritten signature in blue ink, appearing to read 'Renée-Anne Paquette'.



# Accommodations



## Host Hotel

### Waterfront Inn

2 Cedar Ave, New Liskeard, ON P0J 1P0

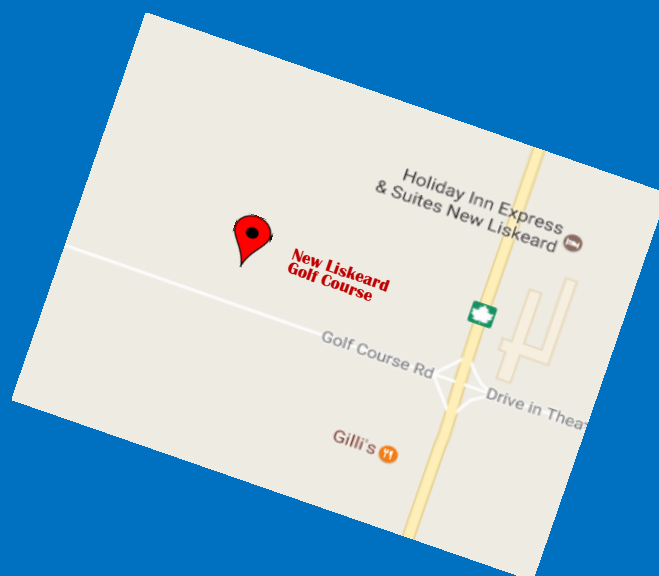
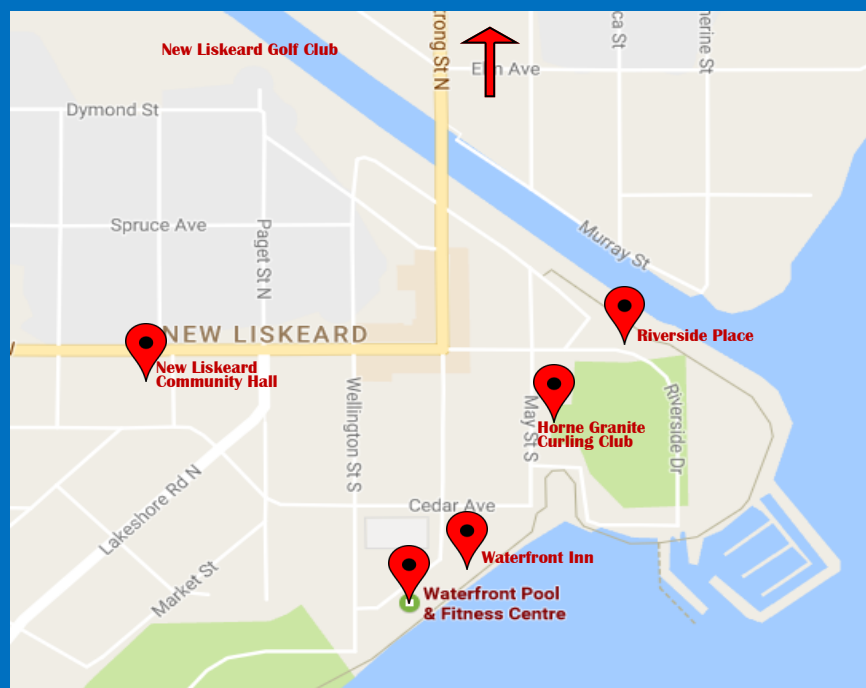
Phone: 1-800-461-4644 or 705-647-8711

[www.waterfrontinn-ontario.com](http://www.waterfrontinn-ontario.com)

Please call and quote “NeORA group 2017” for your preferred rate.

Deadline for room reservation—September 4th 2017

Book early to avoid disappointments!



## Alternate Hotel Accommodations

Holiday Inn - 705-647-8282

998029 Highway #11, Temiskaming Shores,

ON P0J 1P0

# Program at a Glance

Live Well,  
Live REC!



## Monday September 25th

1:00-6:00pm	3 <sup>rd</sup> Annual Schoolhouse, GOLF TOURNAMENT
4:00-8:00 pm	REGISTRATION— Waterfront Inn Lobby
6:00-8:00 pm	DINNER AT NEW LISKEARD GOLF CLUB
8:00-9:00 pm	Panel Discussion with Students - Horne Granite Curling Club ice surface
8:30pm-?	2018 Host Hospitality Suite - Horne Granite Curling Club

## Tuesday September 26th

8:00 am	Forum Registration & Breakfast - Riverside Place
9:00-10:00am	Opening Ceremony & Keynote Speaker: Brenda Robinson Riverside Place "The Intergenerational workplace-Differences are not Difficulties"
10:00-10:30am	Nutrition Break - Horne Granite Curling Club
10:30am-noon	T1) Session #1 Danielle Covello—Age Friendly Community Horne Granite Curling Club , "Planning and Implementing for an Age Friendly Community" T2) Session #2 Aquatic therapy- "The benefits of Aquatic Therapy —Dan Popkie Pool/Fitness Centre lounge and pool deck
12:00-1:30pm	TRADE SHOW & LUNCH - Horne Granite Curling club
1:30-2:30 pm	T3) Cathy Zheng— Hydro One saveONenergy Program Horne Granite Curling club T4) Amanda Nadeau & John Bell, EACOM Preventing, Responding and Training for Workplace Violence— Waterfront Pool/fitness Centre Lounge
2:30-2:45	Trade Show & Nutrition Break - Horne Granite Curling Club
2:45-4:00 pm	T5) Sara Kinnear—From Small Town to Big City Horne Granite Curling Club T6) Chris Brown—Red Cross Society—"Are you a Chief Culture Officer?" Waterfront Pool/fitness Centre Lounge
6:00-9:30pm	NeORA AWARDS , BANQUET & ENTERTAINMENT - Riverside Place Keynote: John & Shelly Zubyck—ONE FOOT FORWARD

Tuesday night Banquet & Entertainment Sponsored by:

**Henderson®**  
recreation equipment limited

## Wednesday September 27th

8:00-9:00am	Forum Registration & Breakfast - Riverside Place
9:00-10:00am	W7 & 8)—Rodola Sibuma "Workplace Safety in the Service industry" - Riverside Place
10:00-10:15am	Nutrition/Fitness Break - Riverside Place
10:15-11:45am	W9) Gord DoI—Sports Turf International LTD - Riverside Place W10) Linda St. Cyr STATO "Dream to Reality" - Horne Granite Curling Club
12:00-1:30pm	LUNCH & NeORA Annual General Meeting—Riverside Place
1:30-3:00pm	W11) David Flood - Pathways to Prosperity Meaningful Engagement—Why and How? - Riverside Place W12) Glen Arthur "Rural Recreation—Past—Present—Future" Horne Granite Curling club
3:00-3:30pm	Nutrition Break/Fitness Break - Riverside Place
3:30-5:00pm	W13) Tammy Borgen-Flood - Healthy Kids Community Challenge, Horne Granite Curling Club "Lessons Learned & Moving forward" W14) Temiskaming Shores Tour—meet at the Pool/Fitness Centre
5:00 -700 pm	DINNER ON YOUR OWN
7:00—9:30pm	Waterfront Bonfire
9:30 pm—?	Karaoke at the King George

## Thursday September 28th

8:00	Registration—PRO Connecting with Youth - Riverside Place
9:30-Full Day	PRO—Connecting with Youth—The Rural Way, Sandee Guindon Riverside Place
8:30-9:30 am	Forum Registration & Breakfast  Brag and Steal - Waterfront Pool/Fitness Centre Bring your best success story and share.
9:45 am	Closing Ceremony, Prizes and Farewell - Waterfront Pool/Fitness Centre
12:00—Lunch	Lunch—Pro Youth and Engagement Workshop—Riverside place

## TUESDAY KEYNOTE

### Brenda Robinson—the Robcan Group

"The Intergenerational workplace—Differences are not Difficulties"

Today's world is different. This can present your organization with a challenge or a chore—the choice is yours. What can we do to encourage intergenerational understanding? Have we joined the "I" generation? Are we isolated, insulated, independent, individualized and sometimes even indifferent? Do we pre-judge and get set in our ways? What about the new generations? What motivates younger people to work with us? Is the new era difficult—or just diverse in ways of thinking and doing? Working together works when we work at it! Diversity builds the strength we need. Understanding differences can lead to enhanced decision making and informed processes. Celebrating differences will bring excitement and energy to the work we do.

T1) Danielle Covello—Age Friendly Community –Planning and Implementing an Age Friendly Community. Danielle is the Age Friendly/Get Active Coordinator with the City of Temiskaming Shores. She has an educational background in Gerontology and Recreation Therapy. Having spent her career living and working in Northern Ontario, she has an appreciation for the needs of the shifting demographics and aging population characteristic of this region. She has experience working with older adults in a variety of settings, including community respite care, long-term care, assisted living, non-profit health education, adult day programming and community mental health. Danielle is passionate about the role of recreation therapy in maintaining personal and communal health for our aging population and improving quality of life in older adults.

T2) Aquatic Therapy—Dan Popkie, Dan Popkie is a Doctor of Physical Therapy Graduate of D'youville College in Buffalo, New York. Prior to his career in rehabilitation, he worked for 20 years in Emergency medicine which included Trauma Nursing, Nursing Research, and health care management. He was also a professor at Heritage College in Hull, QC. Dan will be speaking about the benefits of incorporating pool rehabilitation in the physiotherapy treatment plan and he will provide demonstrations to illustrate the advantages exclusive to water therapy that cannot be achieved in the standard clinical setting.

T3) Cathy Zheng—Hydro One saveONenergy Program. Cathy is a conservation account manager for Hydro one, and is responsible for managing and delivering Hydro One's Conservation Demand Management (CDM) plan for the Northeast and Northwest Ontario region. Cathy constantly organizes outreaching business trips, conducts facility visits, provides consultation on energy conservation strategies and incentive opportunities for Hydro One customers. Cathy holds a Bachelor of Applied Science degree in Chemical Engineering, from the University of Toronto. She is a registered Professional Engineer in Ontario (PEO), a Certified Energy Manager (CEM) and a Certified Measurement & Verification Professional (CMVP).

In this presentation, Cathy will discuss the saveONenergy Program and the types of incentive funding Hydro One committed to support including auditing, retrofit, high performance new construction (HPNC), engineering studies, process & system upgrade (PSU), targeting and monitoring (M&T), embedded energy manager (EEM). Cathy will also review a few case studies of Energy Savings Measures completed for recreation facilities.

T4) Amanda Nadeau Aquatic Supervisor, City of Timmins, John Bell EACOM Preventing, Responding and training for Workplace Violence. In this session we will discuss your rights under the Occupational Health & Safety Act, how to recognize a situation which there is a potential for violence – warning signs, how to respond to actual or potential violent situations, how to report and document, the importance of investigation and follow-up, and learn tips for your personal safety. We will also explore resources available from the Canadian Red Cross for Violence, Bullying and Abuse Prevention in the workplace and how you can adapt for your training needs.

T5) Sara Kinnear—Small town to Big City. Join Sara in her adventure of going from a small northern community recreation centre to a "Big City" waterpark. Find out about the challenges and obstacles she experienced and how she overcame and adapted to these. Sara will provide you with humorous real life recollection of graduating from college at the ripe old age of 19 and starting her first big person job as a supervisor and the journey she has gone on since then.

T6) Chris Brown—Canadian Red Cross—Are You a Chief Culture Officer? What does it take to make your place of work the place where everyone wants to work? We will explore what type of leadership is needed in the quick turn over of Aquatics to create the culture of where young adults want to work. We will start with some emotional intelligence reflection to determine what type of leader you are. Then we will determine what type of leadership that people are drawn to. From there we will work together to define the optimal staff culture and how to lead your staff to create that culture. You will walk away with some tools to help you transform your leadership style so you know not only what motivates you but what you need to do to motivate your staff as the "Chief Culture Officer."

## TUESDAY BANQUET KEYNOTE

### KEYNOTE: John and Shelly Zubyc—ONE FOOT FORWARD

It is John and Shelly's hope that with Greyson's passing, people are reminded how precious life is and that many are positively impacted by him. In memory of our sweet boy comes One Foot Forward; to help positively impact other children's lives to be full and memorable through athletics in Temiskaming Shores & surrounding area.

## WEDNESDAY KEYNOTE

W7 & W8 Rodola Sibuma—Workplace Safety & Prevention Services. Rodola Sibuma is a Key Account Manager, Industry and Strategic alliances with the Workplace Safety and Prevention Services (WSPS). Bringing a combined 19 years of experience in Construction and Occupational health and Safety to her role, Rodola works with provincial and national firms as well as global corporations to demonstrate a holistic approach to health and safety. Her portfolio and areas of expertise is the service industry with particular focus on entertainment, retail and hospitality sectors. She currently represent WSPS at the Provincial health and Safety Committee for Film, Television and Live Entertainment. Rodola has worked on various provincial initiatives focused on developing health and safe workplaces. These include Certification training, New and Young worker programs, award winning videos on knife safety and ergonomics. Rodola sits on the Board of Directors for a long term care and retirement residence in Toronto. She holds an HBESc in Environmental Sciences, a Certificate in Health and Safety Systems and a Construction Project Management Certification. She is working on completion of her Instructor Level Certification in Emergency Management

W9) Gord Dol - Sports Turf International

Sports Turf International is a complete sports field consulting firm offering a wealth of experience and knowledge through a broad range of specialty services pertaining to the sports field industry. From Project Management & Budgeting to Gmax testing, Sports Turf International is truly a one-stop resource for all aspects of sports facility management.

W10) Linda St. Cyr -STATO. Linda is the Director of Operations at St. Cyr & Associates Insurance & Financial Services. She is also the owner of Hello Bonjour Translations Services. As well, Linda is the co-founder of South Temiskaming Active Travel and Founder of the Temiskaming Shores Bicycle Friendly Community group. Since 2006 Linda has been a Community Champion and has been working with a group of dedicated volunteers and the City of Temiskaming Shores towards the construction of a paved bike path panning from North Cobalt to Dymond. Linda will speak about the "Dream to a Reality Project", the collaboration between the community group and the Municipality, the fundraising initiatives and sponsorship programs.

She will also share her continued goal of making cycling an active lifestyle by developing the cycling culture in our community.

W11) David Flood, BSC Forest Management, Forest Technologist Diploma Pathways to Prosperity-meaningful engagement-Why and How?

Over the past 15 years, David has operated on a variety of service, management and advisory capacities with skills and experience in operational forestry, business development, policy, land use planning and governance. David has specialized in roles designed to promote First Nation involvement, participant or benefit from resource development, and projects affecting lands with their Traditional Territories. Identifying where collaboration, coexistence and consensus can be achieved in his specialty.



W12) Glenn Arthur— "Rural Recreation—Past—Present—Future"

Glenn has worked in Recreation since 1974 for Almonte, Red Rock and Arnprior where he currently resides with his wife. He has three children and 9 grandchildren to keep himself busy. For all time, he has had a love for All Sports in the community he lives in. Listen in to some great stories of life in the field of Recreation.

W13) Tammy Borgen-Flood—Healthy Kids Community Challenge. Tammy is a graduate from the Recreation and Leisure Services Administration Program from Canadore College. She has worked with the city of Temiskaming Shores in the Recreation Department since 2011 and then became Project Manager for the HKCC in 2015. Tammy is passionate about health and fitness and enjoys working with community groups to provide recreational activities for all citizens. Her mission is to make it easier for all children and families to lead healthy lifestyles in the community.

Brag and Steel—An open forum for delegates to share their successes and challenges and the best way to learn from each other

PRO Connecting with Youth—the Rural way, Sandee Guindon. Discover the keys to engaging and retaining youth in rural communities, learn more about teen development and how teens make decisions, create a stronger youth voice and presence in local decision making processes, connect with others who are interested in supporting positive youth development and understand the unique role of adults in supporting effective youth engagement. This workshop is intended for all those who are interested in engaging youth such as economic development staff, parks staff, elected officials and/or advisory committee members.

# Golf Details



## Monday, September 25<sup>th</sup>, 2017

1:00 p.m. - New Liskeard Golf Course  
18 holes of Golf - no experience necessary :)

804027 Golf Course Road  
New Liskeard, Ontario P0J 1P0  
Website <http://www.nlgc.ca>

Cost: \$65.00



Who will go home with the TROPHY and bragging rights for the year? We are taking this fun sport and putting a spin on the whole game! Are you prepared to get up to the tee and show us what you got?

You can relax and unwind after a day of travelling.



8:00 p.m. - **Panel Discussion with Students** - Horne Granite Curling Club

This is a great opportunity for students to meet past alumni who are now working professionally in the field of recreation.



8:30 p.m. – Hospitality Suite hosted by the 2018 Host Community  
Horne Granite Curling Club

Meet next year's host and find out what they have to offer over a beverage!



# Delegate Registration Form



NAME \_\_\_\_\_  
ORGANIZATION \_\_\_\_\_ POSITION \_\_\_\_\_  
MAILING ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ PROVINCE \_\_\_\_\_ POSTAL CODE \_\_\_\_\_  
TELEPHONE \_\_\_\_\_ EMAIL \_\_\_\_\_  
SPECIAL DIETARY NEEDS \_\_\_\_\_  
VISA/MC NUMBER \_\_\_\_\_ EXPIRY \_\_\_\_\_  
NAME ON VISA/MC \_\_\_\_\_ # \_\_\_\_\_

## PLEASE CHECK ACCORDING TO YOUR CHOICES

## RATE

## AMOUNT

☐ FULL FORUM \$325 + HST \_\_\_\_\_

**Please note:** Forum registration fees include an automatic one year individual Membership to NeORA. Individual members are entitled to vote at meetings of the Association, hold office and to receive all publications issued by the Association. Check here to opt out ☐

☐ STUDENT REGISTRATION \$100 + HST \_\_\_\_\_

☐ ONE DAY PACKAGE (includes lunch) \$175 + HST \_\_\_\_\_

☐ PER SESSION \$ 40 + HST \_\_\_\_\_

☐ ADDITIONAL BANQUET TICKETS \$ 40 + HST \_\_\_\_\_

☐ GOLF - 18 HOLES (INCL. CART) & DINNER - MONDAY \$ 65 + HST \_\_\_\_\_

☐ ADDITIONAL DINNER TICKETS AT THE GOLF CLUB - MONDAY \$ 25 + HST \_\_\_\_\_

## TOTAL AMOUNT DUE:

## SESSION SELECTION

TUESDAY SESSIONS ☐ T1 OR ☐ T2 ☐ T3 OR ☐ T4 ☐ T5 OR ☐ T6

WEDNESDAY SESSIONS ☐ W7&8 ☐ W9 OR ☐ W10 ☐ W11 OR ☐ W12 ☐ W13 OR ☐ W14

I WILL ATTEND: ☐ TUE KEYNOTE ☐ WED KEYNOTE  
☐ MON HOSPITALITY ☐ TUE BANQUET

PLEASE COMPLETE AS  
THIS WILL HELP US  
WITH NUMBERS

REGISTRATION AND PAYMENT:  
PLEASE EMAIL COMPLETED FORMS TO [KNIGHTINGALE@TEMISKAMINGSHORES.CA](mailto:KNIGHTINGALE@TEMISKAMINGSHORES.CA)  
OR MAIL TO:  
CITY OF TEMISKAMING SHORES  
BOX 2050, HAILEYBURY, ON P0K 1K0—FAX 705-647-8688

September 08, 2017

**BY ELECTRONIC MAIL ONLY**

**Municipality of French River**

44 St. Christophe Street, Suite 1  
Noelville, Ontario  
P0M 2N0  
(rmartin@frenchriver.ca)

Attention: Robert Martin  
Parks, Recreation & Facilities Manager  
Acting Public Works Manager

**Re: Tender Review and Recommendation (RFT# 2017-21)  
Municipal Complex HVAC Renewal  
44 St. Christophe Street, Noelville, Ontario  
Greenview File: 141.17.004**

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Dear Bob:

Greenview Environmental Management Limited (Greenview) provides this submission to the Municipality of French River (Municipality) summarizing our review of tenders received in response to the Municipality's request for the renewal of heating, ventilation and cooling systems for the Municipal Complex, located on St. Christophe Street, in Noelville, Ontario.

**Background**

Commencing August 11, 2017, the Municipality issued a tender call to qualified and experienced mechanical contractors for the above-noted project. The tender call was advertised on the Municipality's website, and the internet via the Municipality's Biddingo.com procurement portal.

During the tender period, a mandatory site meeting was facilitated by the Municipality on August 21, 2017, with four (4) companies attending.

The tender period closed at 2:00:00pm on August 29, 2017. Two (2) tenders were received by the Municipality. The recorded values from the tender opening on August 29, 2017 are as follows (lowest bid price to highest, excluding taxes):

Bidder (Location)	Tender Price
Metal-Air Mechanical Systems Ltd. (Val Caron)	\$670,876.00
Airco Ltd. (Sudbury)	\$770,838.00

## **Tender Reviews**

All tender submissions were reviewed in detail for compliance with the Municipality's tender requirements. The items reviewed in detail included, but were not limited to:

1. Tender price, and corresponding consistency with pre-tender construction cost estimates, municipal budget, and spread of values between the tenders submitted.
2. Bid security, surety/bonding, and conformance with insurance requirements.
3. Subcontractors, subtrades, and suppliers proposed for the work, including unit rate schedules.
4. Current and completed projects, related past project experience, and past project references.
5. Other elements deemed pertinent to the successful completion of the project.

The tenders received were reviewed with respect to the noted criteria, and based on this review, Metal-Air Mechanical Systems is deemed to be the preferred bidder from qualifications and experience, and past project references.

Tender prices exceeded Greenview's pre-tender construction cost by an appreciable margin. It was determined through the tender review process that the following aspects influenced pricing for the project:

- Work time restrictions in the Medical Centre (weekends only).
- Condensed (aggressive) construction timeline and substantial performance date (October 31, 2017).
- Condition for liquidated damages against the Contractor in the event of unsubstantiated delays past the substantial performance date.
- Perceived weather-related challenges with existing underslab duct decommissioning, and concrete materials.

As permitted under the tendering process, a tender review meeting was held with the lowest bidder, Metal-Air, on September 06, 2017. From open and transparent discussions with Metal-Air at this meeting, a post-tender addendum was issued on September 07, 2017, providing clarification and/or amendments to selected elements of the tender documents as reviewed in the meeting of September 07, 2017.

Based on the post-tender addendum, a value for cost savings was requested from Metal-Air for consideration, and was received on September 08, 2017. The value of the price reductions was \$53,000.00, excluding taxes. A revised tender value is calculated to be \$617,876.00, excluding taxes.

## **Recommendation**

Based on all aspects considered, we recommend the Municipality accept the offer of cost savings totalling \$53,000.00, and award the contract to Metal-Air Mechanical Systems Ltd. for a total value of \$617,876.00, excluding HST.

## **Next Steps**

Based on direction from the Municipality to award the contract, a notice of intent to award the contract would be presented to the awarded Contractor, initiating the formal contracting and agreement phase of the project, with the expected initiation of the pre-construction aspects of the work in the immediate future, and construction to be substantially performed by November 30, 2017.

If the construction contract is not awarded, then Greenview would meet with the Municipality to review its direction, and notice to the bidders would be provided accordingly.

## **Closing**

We trust you will find this submission in order. If you have any questions regarding this letter, please contact the undersigned at 613-332-0057 extension 102, or [tyler.peters@greenview-environmental.ca](mailto:tyler.peters@greenview-environmental.ca).

All respectfully submitted by,

**Greenview Environmental Management Limited**



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Tyler H. Peters, P.Eng.  
Project Director

c.c. *Marc Gagnon, CAO, Municipality of French River*



## Municipality of French River

### MINUTES OF THE COMBINED COUNCIL MEETING

held in the Council Chambers  
Wednesday, September 6, 2017 at 6pm

#### **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  
Roch Bigras, Interim Fire Chief  
Carlie Zwiers, Executive Assistant  
Alain McCann, Chief Building Official (Mun. of St.-Charles)  
Andrea Tarini, Permit Services Clerk (Mun. of St.-Charles)

#### **Guests:**

6 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**

Resol. 2017- 217

Moved By Ron Garbutt and Seconded By Malcolm Lamothe

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

Carried

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

Councillor Michel Bigras declared a pecuniary interest at Item 6.5.1; his son is the Interim Fire Chief.

## **4. Delegations**

### **4.1 Presentation of the Shared Building and By-law Enforcement Services Agreement**

Alain McCann and Andrea Tarini presented the report of the proposed Shared Building and By-law Enforcement Services Agreement.

There were concerns brought up with the reported operating expenditures, revenues and cost recovery proposed model; additional information as well as the By-laws to adopt the Shared Services Agreement, to appoint the Chief Building Official and the By-law Enforcement Officers will be considered at the Regular Meeting of September 13<sup>th</sup>.

Councillor Dean Wenborne arrived at 6:20pm.

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

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## **5. Resolution to resolve into Committee**

Moved By Denny Sharp and Seconded By Ron Garbutt

Resol. 2017- 218

**BE IT RESOLVED THAT** Council now go into Committee of the Whole to consider delegations, reports and correspondence for consideration.

Carried

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## **COMMITTEE OF THE WHOLE**

Councillor Gisèle Pageau chaired the Committee of the Whole meeting.

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## **6. Reports and Items for Consideration**

### **6.1 General Government**

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#### **6.1.1 Monthly Operational Review Opportunities Status Report**

The CAO reported that the decision as discussed at the August 23<sup>rd</sup> meeting relating to the property at 37 St. Antoine will be considered at the September 13<sup>th</sup> meeting and that the municipal software upgrades are being scheduled for the fall.

### **6.1.2 Resolution to adopt the new sign layout at the HWY 69 Interchange**

Moved By Ron Garbutt and Seconded By Denny Sharp

Resol. 2017- 219

**BE IT RESOLVED THAT** Council accepts the amended Highway 69 Signage as shown on the attached layout provided by the Ministry of Transportation.

Carried

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### **6.1.3 Report - Revised Cemetery By-law and application to increase/alter capacity at the St. David (Noëlville) Cemetery**

The Clerk presented the report included in the agenda package.

Following discussion, Council generally agreed to proceed with the New Cemetery By-law as presented in the report and that a Request for Quote be released to explore the prices of a variety of columbarium styles and sizes. A resolution will be presented at the September 13<sup>th</sup> Regular Council Meeting to consider the 1<sup>st</sup> and 2<sup>nd</sup> Reading of the Cemetery By-law, the results of the quotes will be presented once available and in time for the 2018 Budget Deliberations.

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### **6.1.4 Resolution to adopt a By-law to authorize an Interim Municipal Law Enforcement Services Agreement with the Municipality of Markstay-Warren**

Moved By Denny Sharp and Seconded By Claude Bouffard

Resol. 2017- 220

**BE IT RESOLVED THAT** 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 be read a first, second and third time and finally passed.

Carried

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## **6.2 Finance (NIL)**

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## **6.3 Public Works & Environment Services (NIL)**

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## **6.4 Community Services (NIL)**

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## **6.5 Emergency Services and Public Safety**

### **6.5.1 Resolution to adopt the a By-law to authorize the Fire Dispatch Communications Centre Services Agreement with the Town of Smith Falls**

The Interim Fire Chief presented the report included in the agenda package.

Moved By Denny Sharp and Seconded By Claude Bouffard

Resol. 2017- 221

**BE IT RESOLVED THAT** 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 be read a first, second and third time and finally passed.

Carried

#### **Disclosure of Pecuniary Interest**

Name: Councillor Michel Bigras \_\_\_\_\_

**Disclosed his/her (their) interest(s), abstained from discussion and did not participate on this Item.**

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## **6.6 Development & Planning**

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### **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**

Councillor Denny Sharp, Chair of the ad hoc committee presented the comments and feedback as outlined in the minutes of the meeting held August 29, 2017.

Following discussion, Council generally agreed that the comments from the ad hoc committee be reflected in the Draft By-laws and brought to Council for consideration; a resolution will be presented at the September 13<sup>th</sup> Regular Council Meeting.

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## **6.7 Correspondence**

### **6.7.1 Recommendation to support the Township of Georgian Bay's Resolution relating to invasive plant species**

Following discussion, Council generally agreed to support the cause but that a different resolution be considered at the September 13<sup>th</sup> Regular Council Meeting.

Correspondence shared with Council by email to be considered for action at a meeting shall be shared in a timely manner.

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## **REGULAR MEETING**

Mayor Claude Bouffard resumed the position of Chair for the remainder of the meeting.

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### **7. Verbal Motion to return into the Regular Meeting**

Moved by: Mike Bigras

Resol. 2017- 222

**THAT** the Committee rise and report.

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### **8. Consideration of the adoption of recommendations from Committee of the Whole**

Moved By Gisele Pageau and Seconded By Dean Wenborne

Resol. 2017- 223

**BE IT RESOLVED THAT** the actions taken in Committee of the Whole in considering delegations, reports and correspondence be confirmed by this Council.

Carried

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### **9. Consent Agenda**

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

Moved By Malcolm Lamothe and Seconded By Mike Bigras

Resol. 2017- 224

**BE IT RESOLVED THAT** Council approves the Items of the Consent Agenda under Sections 9.1, 9.3, 9.4 and receives the Items under Sections 9.2.

Carried

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#### **9.1 Adoption of Minutes**

Moved By Malcolm Lamothe and Seconded By Mike Bigras

Resol. 2017- 225

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

Regular Council Meeting held August 23, 2017

Carried

**9.2 Minutes Received (NIL)**

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**9.3 Items for Consideration or Information (NIL)**

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**9.4 By-laws (NIL)**

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**10. Notices of Motion (NIL)**

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**11. Announcement and Inquiries**

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**13. Adjournment**

Moved By Ron Garbutt and Seconded By Dean Wenborne

Resol. 2017- 226

**BE IT RESOLVED THAT** By-law 2017-41, 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 September 6<sup>th</sup>, 2017 be read a first, second and third time and finally passed.

Carried

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Moved By Mike Bigras and Seconded By Gisele Pageau

Resol. 2017- 227

**BE IT RESOLVED THAT** the meeting be adjourned at 8:45 p.m.

Carried

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**MAYOR**

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**CLERK**

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

## **BY-LAW 2017-42**

### **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.

## **TABLE OF CONTENTS**

SECTION 1:	DEFINITIONS (page 2)
SECTION 2:	GENERAL INFORMATION (page 3)
SECTION 3:	SALE, CANCELLATION, TRANSFER AND RESALE OF INTERMENT RIGHTS (page 5)
SECTION 4:	INTERMENTS AND DIS-INTERMENTS (page 7)
SECTION 5:	CARE OF LOTS AND COLUMBARIUMS (page 9)
SECTION 6:	MARKERS, MONUMENTS AND NICHE PLATES (page 10)
SECTION 7:	RULES FOR MONUMENT DEALERS, CONTRACTORS AND WORKERS (page 12)
SECTION 8:	BY-LAW AMENDMENTS (page 13)
SECTION 9:	SCHEDULES (page 13)
SECTION 10:	ENACTMENT & REPEAL (page 13)

## **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 13<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**





**Schedule 'A' to Cemetery By-law 2017-42**  
**Municipality of French River**  
**44 St. Christophe Street, Noëlville, Ontario, P0M 2N0**  
**Telephone: 705-898-2294 - Facsimile: 705-898-2181**  
[www.frenchriver.ca](http://www.frenchriver.ca)

## 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

### 1. SALE OF INTERMENT RIGHTS

(and contributions to the care and maintenance fund/account)

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.

### 2. INTERMENT FEES

(charges to open and close grave)

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

### 3. DISINTERMENT

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

#### 4. COLUMBARIUM EXTERIOR NICHE WALL FEES

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

#### 5. FEES FOR ETCHING ON EXTERIOR NICHE WALL

(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>
<p>Last Name</p> <p>First Name</p> <p>Year of Birth/Death</p>	<p>Last Name</p> <p>First Name</p> <p>Year of Birth/Death</p> <p>First Name</p> <p>Year of Birth/Death</p>

#### 6. CONTRIBUTION TO CARE & MAINTENANCE FOR MARKER MAINTENANCE

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

#### 7. TRANSFER FEES

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