



The Corporation of the Municipality of St.-Charles

# AGENDA

## Committee of the Whole Meeting

March 9, 2022 at 6:00 PM

Electronic Meeting (via Zoom)

**1 MEETING CALLED TO ORDER AND ROLL CALL**

*1.1 Resolution to open the meeting*

BE IT RESOLVED THAT the Committee of the Whole meeting of March 9, 2022 be opened at 6:00 p.m.

**2 ADOPTION OF AGENDA**

*2.1 Resolution to adopt the agenda*

BE IT RESOLVED THAT the agenda for the Committee of the Whole meeting of Council held March 9, 2022 be adopted as presented.

**3 DISCLOSURES OF PECUNIARY INTEREST**

**4 PRESENTATIONS AND DELEGATIONS**

**5 ANNOUNCEMENTS AND INQUIRIES BY COUNCIL AND MEMBERS OF THE GENERAL PUBLIC**

*(Note - Inquiries of the General Public to be provided to Clerk in writing by 12:00 noon on March 9, 2022)*

**6 NOTICE OF MOTIONS**

**7 CLOSED SESSION**

*7.1 Resolution to enter into closed session*

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby opens a closed session at \_\_\_\_\_ p.m. this 9th day of March, 2022 to discuss:

\_\_\_\_\_ a proposed or pending acquisition or disposition of land by the municipality or local board, as authorized under Section 239 (2) (c) of the *Municipal Act, 2001*, as amended;

Topic: Sale of the Nepewassi Property

7.2 *Resolution to reconvene to open session*

BE IT RESOLVED THAT having dealt with all matters pertaining to the closed session, we hereby reconvene to the Committee of the Whole meeting at \_\_\_\_\_ p.m.

7.3 *Verbal Report from Mayor Following Closed Session*

## **8 COMMITTEES:**

**8.1 Environmental Services Committee: Chair Councillor Paul Branconnier / Co-Chair Councillor Jackie Lafleur**

**8.2 Finance Committee: Chair Councillor Jackie Lafleur / Council**

**8.3 General Government Committee: Chair Councillor Paul Branconnier / Council**

8.3.1 *Report to Council - OGRA Delegation*

8.3.2 *Report to Council - Various Upcoming Grants*

8.3.3 *Report to Council - Municipal Drains - Agreement & Policy*

8.3.4 *Report to Council - Administrative Monetary Penalties System By-Law*

8.3.5 *Report to Council - Draft Noise By-Law*

**8.4 Health Services Committee: Chair Councillor Monica Loftus / Co-Chair Councillor Richard Lemieux**

8.4.1 *Public Health Sudbury & Districts unapproved minutes of February 17, 2022*

**8.5 Parks & Recreation Services Committee: Chair Councillor Richard Lemieux / Co-Chair Mayor Paul Schoppmann**

8.5.1 *Report to Council - Update - Recreation Grant*

**8.6 Planning & Development Committee: Chair Councillor Jackie Lafleur / Co-Chair Councillor Paul Branconnier**

**8.7 Protection to Persons & Property Committee: Chair Councillor Richard Lemieux / Co-Chair Mayor Paul Schoppmann**

8.7.1 *Report to Council - Updating Open Air Burning By-Law 2020-14 (Repeal & Replace)*

**8.8 Social & Family Services Committee: Chair Councillor Monica Loftus / Co-Chair Councillor Richard Lemieux**

**8.9 Transportation Services Committee: Chair Councillor Paul Branconnier / Co-Chair Councillor Jackie Lafleur**

**9 Manitoulin-Sudbury District Services Board (MSDSB): Mayor Paul Schoppmann**

**10 St.-Charles Public Library Board (SCPLB): Councillor Monica Loftus**

*10.1 St.-Charles Public Library Board minutes of December 9, 2021*

**11 Sudbury East Planning Board (SEPB): Councillor Jackie Lafleur / Councillor Paul Branconnier**

**12 Sudbury East Municipal Association (SEMA): Mayor Paul Schoppmann / Councillor Richard Lemieux**

**13 ADJOURNMENT**

*13.1 Resolution to adjourn the meeting*

BE IT RESOLVED THAT the Committee of the Whole meeting of March 9, 2022 be adjourned at \_\_\_\_\_ p.m.

# Report to Municipal Council



<b>Meeting Date:</b> March 9, 2022	<b>Report Date:</b> March 1, 2022
<b>Decision Requested:</b> Yes	<b>Priority:</b> High
<b>Direction Only:</b> No	<b>Type of Meeting:</b> COW

**Report Title:** OGRA Delegation

## **Recommendation:**

That Council request a delegation with the Ministers responsible for the items identified in the reports.

## **Background:**

From the OGRA website

### *"Delegations*

*If you're interested in meeting with provincial decisionmakers on an issue of importance to your community, please complete the following delegation request form. The respective offices will follow up on requests directly. Please note that only registered delegates will be able to request delegations with provincial decisionmakers.*

*If you have any questions regarding this process, please email [delegations@ogra.org](mailto:delegations@ogra.org)*

***The deadline to submit a request is 11:59 pm on Friday, March 11, 2022.***

*NEW for 2022: Good Roads and Crestview Strategy have put together a webinar to help you make the most of your ministerial delegation. Register for Delegations 101 to learn the dos, don'ts, and much more from those who have been at the other side of the table."*

Possible suggestions:



Lagoon: As the lagoon system is funded only by the users and past fees charged to these same users had not taken into consideration the cost of sludge removal which is now limiting the lagoon capacity and increasing treatment costs, request the province to reconsider the grant that was applied to re-habilitate the lagoon and pump station. If no grant is received, the impending project costs will significantly increase sewer fees.

Road repairs: We have been receiving multiple complaints over the last year regarding Lake Road among others. What has been noticed is that the road base is subsiding under the weight of ever-increasing heavy vehicles (this is also true for Casimir and Musky Bay Rd). For this type of damage to be properly fixed it is very expensive and was not considered when setting aside funding. Again, here we should request the province to consider developing road grants

MTO: Still being investigated by the Director of Operation with the MTO manager, the problem stems from a storm drainpipe that is pushing up through the road pavement and causing residents to bottom out with their cars. From initial information acquired by staff, this storm drain was installed by the MTO to provide an outlet to stormwater accumulated by the Highway and from what we understand they are the owner of the pipe as no agreements have been found.

Prepared by: Denis Turcot, CAO

# Report to Municipal Council



<b>Meeting Date:</b> March 9, 2020	<b>Report Date:</b> March 3, 2022
<b>Decision Requested:</b> No	<b>Priority:</b> Med
<b>Direction Only:</b> Yes	<b>Type of Meeting:</b> COW

**Report Title:** Various Upcoming Grants

## Recommendation:

That Council directs staff to apply for the for the following Grants:

1. **Low Carbon Economy Fund:** Rain harvesting / emergency impounded water supply and commit 60% of the project cost (\$66,000)
2. **Trillium Fund:** For the rehabilitation of the playground at the Community Center (re-apply)
3. **Grant for the Hot and Cold Meal Program:** Forego the current application in favour of an upcoming Grant from the same Ministry which will be more suited to the proposed program. A Resolution will be brought at the next Council meeting for support.

## Background:

The following grants are available:

1. Low Carbon Economy Fund: This is new grant open until March 25<sup>th</sup>, up to 40% grant

Details can be found here: <https://www.canada.ca/en/environment-climate-change/services/climate-change/low-carbon-economy-fund/challenge/champions-stream-summarized-2022-applicant-guide.html>

Possible projects:

- We most likely qualify for solar panels, but it would be best if used only for



own power use, as the arena does not use hydro in the summer, we would have to tie in the Community Center and garage. This may make the solar installation more complicated. At this time, I am not sure if we could get a FIT permit.

- Insulation anywhere: If the Community Center and garage are addressed by the current proposed project to be tentatively completed this year, we have only marginal gain (reduction of heating and colling cost) in any additional insulation installed.
  - Water harvesting for the reserve tanks at the Fire Hall should qualify. As presented by the Fire Chief, the storage tanks at the Fire Hall are important to the water supply, by installing a water harvesting system, i.e., down spouts, weeping tiles, we would reduce the cost (including fuel for the tanker truck) to recharge the system and fuel to haul water to any fire located in town. This is an easy way to promote sustainability and environmental consciousness and we should qualify. The only downside is that this project is only funded to 40% (not stackable). The Fire Chief has applied for a grant via our insurance provider but that has yet to be approved or denied. If we proceed with this grant application, Council would have to commit up to \$66,000. The cost of the project is \$60,000 for tank, \$38,000 for piping-electrician-plumber-pipes-electric pump, and approximately \$12,000 for installation (potentially completed with municipal staff).
  - Regardless of whether successful with grant or not, council would have to consider going ahead with the tank purchase (\$60,000 grant or not) and installation or to discontinue the strategic water impound at the Fire Hall which is meant to address emergency issues in and near town. The current federal grants are still funding more for flooding than fire, though I suspect as climate change persist, forest fires may become more of an issue.
2. Trillium Fund: Organizations can apply for a minimum of \$10,000, and up to \$200,000, with a maximum of \$100,000 per year.
- The application period is from **March 9 until April 6, 2022 at 5 PM ET.**

I would like to re-apply for a new playground as previously presented to Council. We were not successful in our first application but will work on improving our application. 100% funded.

**Note:** *I have included a concept plan of a possible future layout of the Arena-Community Center Park. This is meant for Council to have a discussion and possibly adopt a form of this future vision of our park so that planning (infrastructure, drainage, ground leveling) can start slowly toward and end goal. Staff then would be in a better position to apply for grant, like planting trees*



*(grants are available) and additional walking paths which were some of the comments received during the public consultation for the proposed picnic areas near water.*

Other Grant:

**2022 Platinum Jubilee of Her Majesty Queen Elizabeth II — Community Projects 100% \$5000**

- This grant is available to organize an event to commemorate the Queen's Platinum Jubilee (Food, plaque, ceremony). Unless there is a group that wishes to develop this event, we would not have the resources to deliver it.

**Hot and Cold Meal Program**

- The volunteer that presented to Council on the Hot and Cold Meal Program was in discussion with the Ministry of Senior Service. They were advised to apply for another grant that will be coming out from the same Ministry in a few weeks as the odds of a favorable outcome applying for the current grant was not advisable.

Prepared by: Denis Turcot, CAO





Concept drawing only, not meant as request for approval.





# Report to Municipal Council

<b>Meeting Date:</b> March 9, 2022	<b>Report Date:</b> February 22, 2022
<b>Decision Requested:</b> Yes	<b>Priority:</b> Med
<b>Direction Only:</b> No	<b>Type of Meeting:</b> COW

**Report Title:** Municipal Drains – Agreement & Policy

**Recommendation:**

That Council approves the draft Agreement and Municipal Drain Policy to be brought back to the March 16<sup>th</sup> Council meeting for approval.

**Background:**

Agreement with K. Smart Associates Limited:

As Council is aware an RFP was issued in the fall of 2021 with only one (1) successful proponent. Staff was directed to draft an Agreement with the assistance of K. Smart. Attached you will find the draft Agreement. Details are as follows:

- Term is for five (5) years and renewable
- Under Clause 6, the Agreement may be terminated at any time
- Clause 3 includes standards of service, commitment of a five (5) day response time to inquiries from staff and the public from the Drainage Superintendent (“DS”)
- GPS survey services may be provided out of Sudbury, less mileage and cost for any fields work for the landowners in the future
- Mileage will be out of Sudbury and not Kitchener for the DS
- Clause 5, gives a method for modifications to the Agreement
- Balance of the Agreement is standard contract language
- Appendix: The scope of the DS is copied from the *Drainage Act*
- Appendix: Annual inspection and report, this report is not currently being presented to staff or Council. Each year the DS prepares the grant application with the past year’s cost and projects the estimated work and costs for the current year. The idea is to have that information present to staff and Council in a formal report, in short, the forecasted planned activity in regard to municipal drain maintenance for the coming year
- The fee schedule may be amended on an ongoing basis



There are no current adopted municipal policies or procedures for municipal drain maintenance. Council may remember the discussion on beaver and beaver dam control from last year. This proposed policy is meant to put actual procedures in place. In particular the following are addressed:

*Beaver and Beaver Dam Control:*

- This sets out the procedure that staff will follow when beaver control is requested
- Of note is the proposal of adding limitations to municipal adsorption of costs. Please note that these costs can be 100% billed out to landowners as it is a direct benefit to their lands. However, past practice has seen Council / Municipality pay these costs out of general reserve. As these drains have not seen maintenance in many years, the requests for this type of control will continue to mount. Council also chose to bank all cost up to a five (5) year period and under \$5,000.00 and billed out 100% of costs.

*Procedures and Maintenance:*

- This is generally how requests for maintenance are handled

*Funding and Invoicing:*

- Again, this is relating to the Lamoureux Drain experience where high invoices would put unreasonable strain on landowners. The proposal would see an ongoing payment plan adopted.
- Invoices under \$10 would be written off as the cost of administration defeats the intent.

*Forms:*

- This standardizes the forms used by the municipality.

Prepared by: Denis Turcot

## CLIENT/CONSULTANT AGREEMENT

**THIS AGREEMENT** made this Day \_\_\_\_\_ of Month \_\_\_\_\_, Year \_\_\_\_\_ and known as Contract No. \_\_\_\_\_

**BETWEEN:**

**THE CORPORATION OF THE MUNICIPALITY OF ST. CHARLES**

hereinafter called the "Municipality"

- and -

K. Smart Associates Limited

hereinafter called the "Consultant"

**WHEREAS**, the Municipality intends to engage the services of the Consultant in connection with the project as hereinafter described (the "Project"):

***Drainage Superintendent Services and Municipal Drainage Consulting Engineer Services***

**AND WHEREAS** the Municipality desires to have the Consultant perform services in connection with the Project;

**NOW THEREFORE WITNESSETH** that in consideration of the covenants herein, the Municipality and the Consultant mutually agree as follows:

**1. Retainer**

The Municipality hereby retains the Consultant in connection with the Project and the Consultant hereby agrees to provide consulting services (the "Services") under the general direction and control of the Municipality. The Services are further described in Schedule A attached hereto and titled "Detailed Scope of Work". The term of this agreement is five (5) years, beginning January 1, 2022, with the potential to renew at the end of the initial contract.

**2. Compensation**

- (1) The Municipality shall pay the Consultant at the established rate(s) shown in Schedule B, attached hereto and titled "Schedule of Unit Prices". The Consultant shall submit an invoice, and if required referencing the Contract number, to the Municipality for all services completed in the

immediately preceding month. The Municipality shall pay the Consultant within thirty (30) days of receipt of the invoice..

- (2) When requested by the Municipality, the Consultant shall provide, for approval by the Municipality:
  - (a) An estimate of the total fees to be paid for the services;
  - (b) A schedule of progress showing an estimate of the portion of the services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month;
  - (c) A "Schedule of Rates" for all levels of staff classification for which the Consultant will seek payment pursuant to the terms, as agreed. The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the Municipality.
- (3) The Consultant shall not receive any payment of fees until approval, in writing, is issued by the Municipality for the above estimate of fees, schedule of progress and staff list.
- (4) The Consultant will request approval, in writing, from the Municipality for any of the following changes:
  - (a) Any increase in the estimated fees beyond those approved under Section 2(a); or
  - (b) Any change in the schedule of progress which results in a longer period than approved in Section 2(b); or
  - (c) Any change in the number, classifications and hourly rates of the staff provided in Section 2(c); or
  - (d) any change in the Scope of Work or the addition of any extra service.
- (5) When requested by the Municipality, the Consultant shall provide a monthly report to the Municipality (descriptive and fee value) showing:
  - (a) the portion of the Services completed in the preceding month;
  - (b) Services completed to date;
  - (c) remaining Services to be completed;
  - (d) Cost Performance Index; and,
  - (e) Schedule Performance Index.
- (6) If the Municipality is called upon to pay any liability of the Consultant, or where the Consultant owes any amount to the Municipality regardless whether such amount relates to this Agreement, the Municipality shall be entitled to deduct any amounts paid by or owed to the Municipality from any

sums of money due, or that may become due, to the Consultant. Without limitation to the above, the Municipality shall be entitled to pursue any means available to it in order to recover from the Consultant amounts paid by the Municipality on behalf of the Consultant.

**3. Staff and Methods**

- (1) Unless otherwise agreed, the Consultant shall provide services conducted in a manner consistent with industry best practices and at the level of care and skill applicable to the Services, specifically:
  - (a) After a landowner contacts the Municipal Clerk with a drainage issue and the Clerk informs the Drainage Superintendent of the landowner's contact, within five (5) business days, the Drainage Superintendent shall contact the landowner, discuss the issue and inform the Municipal Clerk of the outcome of the discussion.
  - (b) The Drainage Superintendent shall coordinate with Public Works staff regarding the use of municipal staff and equipment for removing beaver dams from municipal drains on private lands.
  
- (2) Unless otherwise agreed, the Services shall be managed by a Consultant staff member with relevant experience and approved by the Municipality, specifically:
  - (a) Drainage Superintendent services shall be provided by K. Smart Associates Limited staff based in the Sudbury office.
  - (b) Drainage Engineering services may be provided by a combination of K. Smart Associates Limited staff from the Sudbury and Kitchener offices.
  - (c) GPS survey services may be provided out of the Sudbury office or the Kitchener office, subject to project requirements and prior approval of the Municipality.
  
- (3) The Consultant shall inform themselves of applicable procedures and standards established and made available by the Municipality and shall comply with such procedures and standards in the performance of the Services.
  
- (4) The Consultant shall obtain the prior agreement of the Municipality before making any changes to the staff list provided in the proposal.
  
- (5) The Consultant shall comply with all municipal, provincial and federal statutes, regulations and By-laws.
  
- (6) The Consultant shall obtain and maintain at its own cost such licenses,

permits or other approvals from Federal, Provincial, Municipal or other government authorities and such private licenses, permits or approvals as may be necessary to enable the Consultant to furnish the Services pursuant to this Agreement.

**4. Ownership and Use of Documents**

- (1) Drawings, sketches, plans, documents or copies thereof required for the Project shall be exchanged in native format between the parties on a reciprocal basis.
- (2) Where the parties have not otherwise agreed, all drawings, plans, information, mathematical or computer models, statistical data and reports compiled or prepared by the Consultant pursuant to this Agreement shall be the exclusive property of the Municipality whether the Project be executed or not. The Municipality shall own all rights of the copyright therein and they are not to be used by anyone without the permission of the Municipality.
- (3) In the event that the said documents and models are used by the Municipality for purposes other than in connection with the Project, or if the said documents and models have been amended, altered or revised in any manner whatsoever without notice to the Consultant and without receiving its prior written consent, the Consultant does not warrant the fitness of same for the Municipality's use, and the Municipality agrees to indemnify and hold harmless and defend the Consultant from and against all claims, demands, losses or damages, liability and costs associated with such use by the Municipality.

**5. Changes and Alterations and Additional Services**

With the consent of the Consultant, the Municipality may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the services forming the subject of the Agreement, and if such action by the Municipality necessitates additional staff or services, the Consultant shall be paid at the established rate(s).

**6. Suspension or Termination**

- (1) The Municipality may, at any time, by notice in writing to the Consultant, suspend or terminate the Services or any portion thereof at any stage of the undertaking. Upon receiving such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out its services. In such an event, the Consultant shall be entitled to payment

at the established rate(s) for the work reasonably necessary to close out its services only.

- (2) If the Consultant is practising as an individual and dies or becomes incapacitated before the Services have been completed, this Agreement shall terminate as of the date of death, or incapacitated Municipality, as applicable, and the Municipality shall pay for the Services rendered by the Consultant to the date of such termination.

## **7. Indemnification**

- (1) The Consultant shall indemnify and save harmless the Municipality, its officers, employees or agents from and against any and all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever resulting from or connected with the Project to the extent that they are caused by:
  - (a) negligent acts, errors or omissions of the Consultant, its officers, employees or agents in providing services on the Project;
  - (b) failure of the Consultant, its officers, employees or agents to comply in material respects with federal, provincial, and local laws and regulations applicable to services undertaken by the Consultant hereunder;
  - (c) breach of this Agreement by the Consultant, its officers, employees or agents; or
  - (d) a wilful misconduct on the part of the Consultant, its officers, employees or agents.
- (2) Without limiting the generality of the foregoing, the Consultant shall also indemnify and save harmless the Municipality from and against all actions, claims and demands whatsoever which may be brought against or made upon the Municipality for the infringement of or use of any intellectual property rights including any copyright or patent arising out of the reproduction or use in any manner of information of any kind whatsoever furnished by the Consultant in the performance of this Agreement.

## **8. Insurance**

- (1) The Consultant shall ensure that all insurance coverage including all provisions relating to insurance coverage set out in this section are in place prior to the commencement of Services pursuant to this Agreement.
- (2) During the Term of this Agreement, and any renewal or extension thereof, the Consultant will, at its expense (including the cost of deductibles) maintain



in effect, with an insurer licensed in Ontario:

- (a) Comprehensive general liability insurance on an occurrence basis for an amount not less than Two Million (\$2,000,000) dollars. Any Aggregate limit shall be equal to or greater than the amount of minimum requirements stated above, for the Comprehensive General Liability policy. Such policy shall include coverage and standard clauses relating to non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest;
  - (b) Automobile liability insurance including all vehicles and commercial trailers owned or leased by the Service Provider, for an amount not less than Two Million (\$2,000,000) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the requirements of this Agreement;
  - (c) Errors and omissions professional liability covering the Services described in this Agreement, such policy to provide coverage for an amount not less than Two Million (\$2,000,000) and to continue for twelve (12) months following the expiry or earlier termination of the Agreement; and,
- (3) Each policy of insurance shall provide that the policy shall be non-contributing with, and shall apply only as primary and not as excess to any other insurance available to the Municipality. To the extent applicable, the policies herein shall include the Municipality as an additional insured with respect to the Consultant's operations, acts and omissions relating to its obligations pursuant to this Agreement. Every policy of insurance shall contain either no deductible amount or a deductible amount which is reasonable considering the financial circumstances of the Consultant. The Consultant shall be responsible to pay all deductible amounts.
  - (4) Each policy of insurance shall also provide that neither the Consultant nor the insurer shall cancel, materially change or allow the policy to lapse without first giving the Municipality thirty days prior written notice.
  - (5) No policy shall contain any provision which would contravene the obligations of the Consultant hereunder or otherwise be to the detriment of the Municipality.
  - (6) The Consultant shall provide or cause to be provided to the Municipality a certificate from its insurer, in the Municipality's standard form, which shows that the policy or policies placed and maintained by it complies with the requirements of this Agreement. The Consultant shall further ensure that

evidence of the continuance of said insurance is filed with the Municipality prior to each policy renewal date for the duration of the Term. No review or approval of any such insurance certificate by the Municipality shall derogate from or diminish the Municipality's rights or the Consultant's obligation contained in this Agreement.

- (7) If there is an Umbrella or Excess Liability policy, the certificate of insurance must clearly identify which underlying liability policy is affected by the umbrella or excess limits. No review or approval of any such insurance certificate by the Municipality shall derogate from or diminish the Municipality's rights or the successful Proponent obligation contained in this agreement.
- (8) The types of insurance, limits and deductibles shown above are for 'standard' situations only. If the successful Bidder is involved in contracting for an unusual situation that has higher than normal risk, it is the responsibility of the successful Bidder to purchase proper insurance coverage and higher limits of insurance as stated herein.
- (9) No policy shall contain any provision which would contravene the obligations of the successful Bidder hereunder or otherwise be to the detriment of the Municipality.

## **9. Occupational Health and Safety**

- (1) The Consultant acknowledges that it has read, understood and shall at all times comply and ensure compliance by its workers and any subcontractors with all applicable federal, provincial or municipal legislation relating to occupational health and safety, all applicable regulations thereunder and any and all applicable industry standards and guidelines pertaining to the Services. Without limiting the generality of the foregoing, the Consultant shall be responsible for taking every precaution reasonable in the circumstances for the protection of all workers associated with the Services, whether employed by the Consultant or a third party.
- (2) The Consultant shall ensure that it has implemented and maintains a comprehensive safety program in relation to the Services including but not limited to having written policies and procedures relating to health and safety aspects of the Services, training on all applicable health and safety requirements, standards and guidelines and monitoring and enforcement of its safety program. The Consultant shall maintain and provide forthwith to the Municipality upon request records relating to: 1) critical, lost time or medical aid injuries related to the Services; 2) training, monitoring and enforcement

records including any Orders issued by enforcement authorities; and, 3) its health and safety policies and/or program. Where advised by the Municipality, the Consultant shall comply with the Municipality's policies and/or procedures and in such circumstances the successful proponent shall ensure proper training and supervision.

- (3) The Consultant shall provide adequate levels of supervision to ensure all safety aspects of the Services and shall attend safety meetings with Municipality representatives as requested throughout the duration of the Services. The Consultant shall be fully responsible for ensuring that any subcontractors and their employees are qualified to perform the Services and fully trained in applicable health and safety requirements.
- (4) The Consultant and any subcontractors shall immediately comply with any and all directions given by the Municipality representatives where Services being performed are not in compliance with applicable legislative requirements relating to health and safety.

**10. Contracting for Construction**

Neither the Consultant nor any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

**11. Non-Assignment**

The Consultant shall not assign this Agreement or any part thereof, without obtaining the prior written approval of the Municipality, which approval may be withheld by the Municipality in its sole discretion, or given subject to such terms and conditions as the Municipality may impose.

**12. Approval by Other Authorities**

Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government or agency other than the Municipality, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Municipality and unless authorized by the Municipality in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

**13. Specialized Services and Sub-consultants**

The Consultant may engage others for specialized services provided that prior

approval is obtained, in writing, from the Municipality and may add a mark-up of not more than 5% of the cost of such services to cover office administrative costs when claiming reimbursement from the Municipality.

**14. Inspection**

The Municipality, or persons authorized by the Municipality, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

**15. Publication**

The Consultant shall obtain the consent in writing of the Municipality before publishing or issuing any detailed information regarding the Project.

**16. Confidential Information**

- (1) The Consultant shall not divulge any confidential information communicated to or acquired by them, or disclosed by the Municipality in the course of carrying out the Services provided for herein. No such information shall be used by the Consultant on any other project without the approval in writing of the Municipality, as required by law.
- (2) The Consultant agrees that all personal information that the Consultant accesses or of which the Consultant acquires knowledge as a result of the provision of the Services will be used, retained, protected, disclosed and disposed of in accordance with all applicable municipal, provincial and federal laws and regulations governing the collection, use, retention, disclosure and disposal of such information, including without limitation, the *Municipal Freedom of Information and Protection of Privacy Act*.
- (3) The Consultant shall maintain the confidentiality and shall not use, disclose or release, at any time during the term of this Agreement, or thereafter, any of the information acquired by it during the course of carrying out the Services provided for herein for any purposes other than the provision of the Services or such other purposes authorized in writing by the Municipality.

**17. Dispute Resolution**

- (1) For the purposes of this Agreement, "Dispute" means any dispute, difference, conflict, or disagreement between the Parties respecting the interpretation, implementation, application, performance, or enforcement of this Agreement

but shall exclude any dispute with respect to whether the Parties have met the objectives stated in subsection 3(1) of this Agreement.

- (2) The Parties hereby undertake to use all commercially reasonable efforts to resolve in an amicable and expeditious manner any Dispute that may arise between them under this Agreement. For greater certainty, each Party must comply with this Section 18 before it may take any further action, legal or otherwise, with respect to a breach of this Agreement.
- (3) Where a party is alleged to be in breach of its obligations hereunder, the non-breaching Party shall notify the other Party of the particulars of the alleged breach. Upon receipt of such notice, the other Party shall investigate the allegation and determine how best to resolve the Dispute, including giving a reasonable period of time to rectify the breach.
- (4) In the event a Dispute cannot be resolved within fifteen (15) days, or such other period as may be agreed, both parties shall refer the Dispute to the Leadership of each organization for resolution.
- (5) If a Dispute cannot be resolved by the Leadership within thirty (30) days, or such other period as may be agreed, the Parties may jointly refer the Dispute to arbitration.

**18. Arbitration**

- (1) The arbitration of any Dispute under this Agreement shall be governed by the *Arbitration Act, 1991*, S.O. 1991, c. 17, subject to subsections 18(1) to 18(5).
- (2) Within ten (10) Business Days of submission of a Dispute to arbitration, the Parties shall seek to jointly appoint a single person to act as the arbitrator. If the Parties are unable to agree on the arbitrator, each party shall appoint a representative. The two representatives shall then discuss the naming of a single arbitrator. In the event the two representatives are unable to agree, either party may apply to the Ontario Superior Court of Justice for the appointment of an arbitrator.
- (3) The arbitrator shall issue a written decision to the Parties within thirty (30) Business Days of completion of the arbitration hearing.
- (4) The costs of the arbitration shall be borne equally by the Parties, unless otherwise determined by the arbitrator.
- (5) The decision of the arbitrator shall be final and binding on the Parties, subject

to judicial review in any of the following events:

- a) the arbitrator acted without jurisdiction, in excess of his jurisdiction, or failed to exercise his jurisdiction where he had a duty to do so;
  - b) the arbitrator failed to act in a manner consistent with the principles of natural justice; or
  - c) the arbitrator erred in law in making his decision.
- (6) The arbitration hearing shall be conducted in the English language at such location in the Province of Ontario as the arbitrator may determine.
  - (7) All written communications from the arbitrator shall be delivered to the Parties at their respective addresses.
  - (8) All documents, reports, exhibits, and information disclosed by either Party to the arbitrator shall be treated by the other Party and the arbitrator as confidential, unless required to be disclosed by law or it is established to have been specifically known by a third party prior to disclosure or it is or becomes generally available to the public through no fault of a Party. All such documents, reports, exhibits, and information so disclosed shall not be used by the receiving Party for any purpose other than the arbitration.
  - (9) The arbitration award and the reasons therefore shall be treated by the Parties and the arbitrator as confidential.

## **19. Time**

- (1) The Consultant shall perform the Services expeditiously to meet the requirements of the Municipality and shall complete any portion or portions of the Services in such order as the Municipality may require and the Municipality shall have the right to take possession of and use any completed or partially completed portions of the work notwithstanding any provisions expressed or implied to the contrary. Upon possession of the work by the Municipality, payment of services will be made for the work deemed completed or partially completed by the Municipality.
- (2) The Consultant shall perform all the Services and achieve all milestones required under this Agreement by the date or dates agreed to by the parties, or as otherwise approved, in writing, by the Municipality. Requests for extensions of milestone completion dates shall be submitted, in writing, by the Consultant no later than twenty (20) days prior to the milestone completion date.
- (3) The Municipality shall give due consideration to all designs, drawings,

plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which it is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

**20. Complete Agreement**

- (1) The contents of any request by the Municipality for proposals, any proposal to provide services that is accepted by the Municipality, and any schedules attached hereto shall be deemed to be part of this Agreement.
- (2) In the event of any inconsistency or conflict in the provisions of this Agreement, such provisions shall take precedence and govern in the following order:
  - (a) this signed Agreement between the Consultant and the Municipality;
  - (b) the proposal that has been accepted by the Municipality;
  - (c) the request for proposals made by the Municipality;
  - (d) any schedule(s), other than the accepted proposal and the invitation for proposals, attached hereto.
- (3) This Agreement constitutes the sole and entire agreement between the Municipality and the Consultant relating to the Project, and supersedes all prior agreements between them, whether written or oral, respecting the subject matter hereof, and no other terms, conditions or warranties, whether express or implied, shall form a part thereof.
- (4) If one or more of the phrases, sentences, clauses, paragraphs, sections or subsections contained in this Agreement shall be declared invalid by the final and unappealable order, decree or judgment of any court of competent jurisdiction, this Agreement shall be construed as if such phrase(s), sentence(s), clause(s), paragraph(s), section(s) or subsection(s), had not been inserted.
- (5) This Agreement may be amended only by written instrument signed by both the Municipality and the Consultant, or by a court order pursuant to subsection (d) hereof.

**21. Gender and Number**

Words importing the masculine gender shall include the feminine and neuter, and the singular shall include the plural where the meaning or context so requires.

**22. Headings**

Section headings contained herein are included solely for convenience, and are not intended to be full or accurate descriptions of the content hereof and shall not be considered part of this Agreement.

**IN WITNESS THEREOF** the parties hereto have caused to be executed those presents by their officers properly authorized in that behalf on the day and year first abovewritten.

**THE CORPORATION OF THE MUNICIPALITY OF ST.-CHARLES**

Per:

\_\_\_\_\_  
Paul Schoppmann, Mayor (sign and date)

Per:

\_\_\_\_\_  
Tammy Godden, Clerk (sign and date)

**K. SMART ASSOCIATES LIMITED**

Per:

\_\_\_\_\_  
Print name, title

\_\_\_\_\_  
Signature and Date  
I/We have authority to bind the Corporation



SCHEDULE "A"  
DETAILED SCOPE OF WORK

Background

The Drainage Superintendent reports to the Clerk and works closely with the Municipal Director of Operations to implement the Municipal Drainage Program. The Municipality of St.-Charles is located Southeast of the City of Greater Sudbury, Ontario and encompasses approximately 321.8 KMs squared. There are thirty-eight (38) Municipal Drains.

The Drains are maintained on a request basis only.

Provided is a list of Municipal Drains and information about construction/maintenance.

	<b>Name</b>	<b>Year of construction</b>	<b>Maintenance years</b>
1	Branconnier	1981	1996, 2000
2	Branconnier & Dorzek-Lemieux	1994	
3	Branconnier Grant Drain	1986	2005
4	Brazeau Drain	1983	1993, 1996, 2000
5	Brisson Drain	1988	1995
6	Burnham Drain	1982	
7	Casimir Drain	1978	
8	Cayen Drain	1990	
9	Dakin Drain	1986	
10	Desbiens Drain	1984	2004
11	Deschenes Drain	1982	1999
12	Dorzek – Lemieux Drain	1985	
13	Foucault Drain	1980	1986, 2008
14	Greg Drain	1984	
15	Johnson Drain	1984	1984
16	Kreke Drain	1982	1992
17	Laforest Drain	1985	
18	Laforest Foley	1985	
19	Lalonde Drain	1986	2005
20	Lamoureux Drain	1981	1999
21	Lemieux Drain	1982	
22	Lupton Drain	1979	
23	Maskinonge Drain	1980	
24	Palkovits – Gasser	1994	
25	Palkovits Drain	1980	

26	Palkovits-Yaychuk Drain	1984	
27	Pellerin Drain	1984	2005
28	Plante Drain	1988	
29	Robidoux Drain	1985	
30	Roussil Drain	1978	
31	Schoppmann Drain	1979	1990
32	Thibeault Drain	1982-22	
33	Thibeault Lemieux Drain	1989	2005
34	Turcot Drain	1986	2005
35	Vana Drain	1997	
36	Boxwell Drain		
37	Chenard Drain		
38	Irwin		

Scope of the Drainage Superintendent Role in the Municipality:

The duties of the Drainage Superintendent shall be those as set out in the Drainage Act, namely:

- (a) inspect every drainage works for which the municipality is responsible and report periodically to council on the condition of those drainage works;
- (b) initiate and supervise the maintenance and repair of the drainage works for which the municipality is responsible;
- (c) assist in the construction or improvement of the drainage works for which the municipality is responsible; and
- (d) report to council on the superintendent's activities mentioned in clauses (b) and (c). 2010, c. 16, Sched. 1, s. 2 (35).

Detailed Description:

The Drainage Superintendent will be responsible for items including, but not limited to:

**ANNUAL INSPECTIONS & REPORT:**

- A. Implementing the annual inspection program on the Municipal Drains as needed, including coordination of landowner notification letters and complaint forms in conjunction with the Municipal Coordinator. The municipality will maintain municipal drain on a complaint or request for maintenance basis.
- B. Preparation of Annual Inspection Report, and presentation of said Report to Council.
- C. In addition to adhering to the Drainage Act, the Drainage Superintendent will also be responsible to adhere to the Municipal Drainage Policy.
- D. Responsible to assist Municipal Coordinator in responding to landowner complaints and to prepare updated drainage apportionment agreements for Section 65 Severance Applications.
- E. Provide advice and guidance to contractors and ratepayers on a variety of drainagematters, as directed by Municipal staff and Council.
- F. Provide direction to ratepayers under the Tile Drainage Act, including loan applications, construction inspection and completion certification for Municipal Tile Drainage loan program.
- G. Represent the Municipality with regard to the legal requirements of the Drainage Act and testify before the Drainage Tribunal and Referee, if required.
- H. Coordinate with the Director of Operations on smaller ongoing maintenance projects (ex. beaver dam removal, etc.).

**GRANTS, ASSESSMENTS AND PROGRAM LETTER:**

- A. Preparation and submission of Drainage Superintendent and Municipal Drainage grants (ADIP) on behalf of the Municipality.
- B. Preparation and submission of an annual Drainage program proposal with an outline of proposed work and hours for consideration by Council. Proposal will be submitted by November of the previous year for the year following to be included in the annual budget deliberation cycle.

- C. Calculation of Assessments as per assessment schedules for submission to the Treasurer for billing.

**TENDER PREPARATION, PROJECT MANAGEMENT AND CONTRACT ADMINISTRATION:**

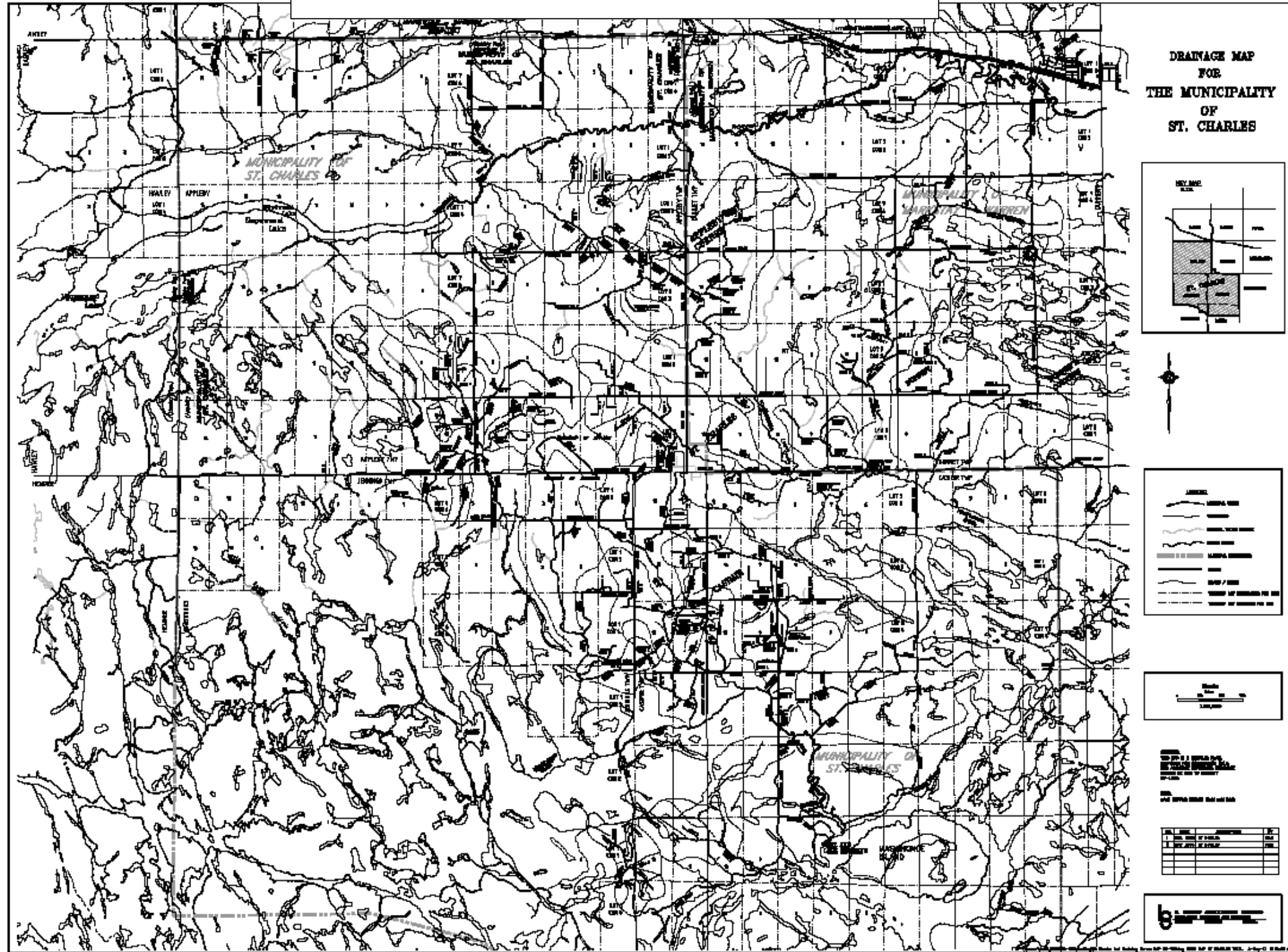
- A. Preparation of tenders for Municipal Drain Maintenance as required, and tenders related to other Municipal Drain projects.
- B. Project Management, coordination, and contract administration of maintenance projects.
- C. Coordination of landowner notifications and concern management during maintenance projects.
- D. Responsible to navigate all applicable environmental regulations and permitting processes to obtain approval to perform maintenance work, and preparation of mitigation plans when required. Monitoring for compliance with legislation, Federal Fisheries Act, Endangered Species Act, and other applicable legislation.
- E. Responsible for on-site inspection of completed maintenance work to ensure the work has been completed in compliance with the original Engineer's design in the original report.

**MUNICIPAL DRAINAGE ENGINEERING SERVICES**

- A. In the event of a new petition drain occurring, coordinate and manage the process on behalf of the Municipality in accordance with the Drainage Act.
- B. Provide advice and guidance related to Drainage issues that relate to, but may not currently be, part of the Municipal Drainage system.
- C. The incumbent shall review the Engineer's reports and other historical data relating to Municipal Drains to be able to provide competent and informed guidance to the Municipality.

This scope of work is not to be construed as comprehensive, but rather a representative scope of work for a typical annual Drainage program.

APPENDIX A – DRAINAGE MAP



SCHEDULE "B"  
SCHEDULE OF UNIT PRICES

Contract per Request for Proposal – DSS-2021

ITEM	ESTIMATED QUANTITY (Annually)	UNIT	UNIT PRICE	TOTAL PRICE
1. Municipal Drainage Superintendent chargeable time on drain matters	100	HR	\$105	\$10,500
2. Kilometer rate for travel to/from site and along drain	700	Km	\$0.56	\$392
3. Ecologist/Biologist team for mitigation plans and support on environmental permitting processes.	10	HR	\$130	\$1,300
4. Municipal Drain Engineer rate	20	HR	\$130	\$2,600
5. Project Engineer rate	10	HR	\$100	\$1,000
6. CAD/GIS Technician	5	HR	\$80	\$400
7. Surveyor (Non OLS)	10	HR	\$95	\$950
8. Admin support rate	10	HR	\$95	\$950
9. Snow machine for fieldwork	4	DAY	\$100	\$400
10. Drone for fieldwork	4	DAY	\$50	\$200

The number of hours, days and kms are estimates only and have been provided for bidding purposes in order to determine the score for price. These services will be provided on an as required basis.

**Company Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**“I have the authority to bind the corporation/company/partnership”**



2 King St. E., P. O. Box 70, St.-Charles, ON P0M 2W0

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## MUNICIPAL DRAIN MAINTENANCE POLICY

### Policy Record

<b>Policy No.:</b> SER-001	<b>Effective Date:</b> March , 2022
<b>Replaces:</b> N/A	<b>Last Review Date:</b> March , 2022
<b>Approval:</b>	<b>Next Review Date:</b> March 2027
<b>Reference:</b> <i>Drainage Act</i> , R.S.O. c. D.17	

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### Purpose

Municipal Drain Maintenance Policy, in accordance with the Ontario *Drainage Act* is to oversee the construction and maintenance of all municipal drains throughout the municipality. A municipal drain is a system of channels and water courses which can legally move water across private lands, off of agricultural land or removes excess water that collects on properties. Most municipal drains are either open ditches or closed tile systems in the ground. Structures that are considered part of municipal drains are grassed waterways, storm water retention ponds, culverts and bridges.

Certain creeks and small rivers are also considered to be municipal drains. Municipal drains are created under the authority of the *Drainage Act*. Maintenance on municipal drains is the most common procedure that occurs within the *Drainage Act* guidelines. This work generally includes clearing of the drain, such as removal of beavers/dams, trees, repairing/replacing tile, silting and cleaning out. Under Section 74 of the *Drainage Act*, municipalities are responsible to maintain municipal drainage systems within their jurisdiction.

Drain maintenance within the jurisdiction of the Municipality of St.-Charles is considered upon request of the Public Works Department, the Drainage Superintendent or a landowner within the watershed.

The Municipality of St.-Charles' Drainage Superintendent is responsible to inspect every drainage works for which the municipality is responsible and report periodically to Council on the condition of those drainage works. Reports will be generated by the Drainage Superintendent as needed in order to fulfill their requirements under the Act. Maintenance will be limited to areas where a request for maintenance have been received.

The Drain Maintenance Policy has been created in order to better serve the public by way of keeping landowners informed of upcoming drain inspections and possible maintenance, involved by providing the opportunity for input and comment and to be aware of their responsibilities as they relate to drainage maintenance and of the costs associated with drain maintenance by offering policy, guidelines and options for payment of assessments.

This Policy is to be distributed to all new landowners serviced by a Municipal Drain.

### **Beaver and Beaver Dam Routine Maintenance**

- Request for beaver control and dam removal maintenance will be received by the Clerk or Director of Operations, in writing the Request for Drain Maintenance (form attached as Schedule "A") and forwarded to the Drainage Superintendent.
- Public Works will assess if maintenance can be completed by municipal staff under the direction of the Drainage Superintendent. If deemed not feasible by the Director of Operations or the Drainage Superintendent, the maintenance will follow the process for initiating and completing maintenance on a Municipal Drain per the section below.
- Where applicable, after notifying the Drainage Superintendent, the Director of Operations will retain a licensed trapper to perform beaver control and/or schedule removal of beaver dam.
- Cost for beaver control including trapping and cost of dam break-up / removal will be absorbed by the municipality to a maximum of \$500 per municipal drain (branch) in a calendar year or to a maximum of \$1500 over five (5) consecutive years. Costs will account for municipal staff labour and equipment billed at the MTO rate.

### **Procedure for Maintenance**

The following is the process for initiating and completing maintenance on a Municipal Drain:

- The Municipality of St.-Charles's staff responsible for drainage receives in writing the Request for Drain Maintenance (form attached as Schedule "A") or the drain maintenance inspection schedule is being observed.



- Notification to all affected landowners within the watershed will be made indicating an upcoming inspection. A Municipal Drain Inspection Notice will be provided with the Landowners Return Comments Form which can be used for comments or concerns regarding the inspection and possible maintenance and must be returned within 30 days of mailing date of the notice to the Municipal Office.
- The Drainage Superintendent will make the inspection of the municipal drain as needed. They may contact landowners who raised valid concerns regarding the drain on their property, via the Landowners Return Comments Form to discuss these issues or proposed maintenance.
- The Drainage Superintendent will prepare a report for Council which will include his drain inspection findings and his recommendations for maintenance with consideration given to the concerns received from landowners.
- Committee / Council will review the inspection report and decide whether or not to proceed with the drain maintenance project. ***If proceeding, then...***
- The Drainage Superintendent prepares a tender for the maintenance of the drain as soon as practically possible.
- The municipal drain maintenance project is tendered.
- Municipal staff prepares a report to Committee / Council to award the Municipal Drain Maintenance Project to a bidding contractor.
- Maintenance of the drain will be completed as recommended and awarded by Council
- The assessed cost of maintenance will be invoiced to all Landowners within the Project Drain watershed in the year following completion of construction / maintenance.

### **Funding / Invoicing**

The Municipality will obtain agricultural grants and bill the remainder as per the current By-Law and engineer's report for the said municipal drain. Drain Maintenance Billing Procedures: As Per Section 61 of the *Drainage Act*, Council is to prescribe the terms and conditions for the payment of drainage assessments.

They are as follows:

1. Net Assessment under \$10.00 are to be paid from general funds.
2. Net Assessments under \$500.00 will be invoiced and are due 30 days from date of billing.
3. Net Assessments over \$500.00 will be invoiced and the following payment plans may be negotiated within 30 days of invoice billing:
  - \$500 to \$1,000 max. 1 year.
  - \$1,001 to \$2,500 max. 2 years.
  - \$2,501 to \$5,000 max. 3 years.
  - \$5,001 and above 5 years.

If a property owner fails to make payment within 30 days, decides not to participate in the payment plan or defaults on the payment plan then the assessment will be added to the tax roll.

### **General Information**

The municipal website will post the following Municipal Drain information:

- Municipal Drain Maintenance Policy,
- Current Municipal Drain Inspection Reports, (available upon request at the Municipal office).
- Annual schedule of drain inspections,
- Current Notification letters and
- Landowners Comments Return Form.

### **Attachments**

- Request for Drain Maintenance
- Municipal Drain Inspection Notice.
- Landowners Comments Return Form.
- Municipal Drain Maintenance Assessment Invoice.

## Municipal Drain Maintenance Request

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

Name of Municipal Drain: \_\_\_\_\_

Nature of Maintenance Request/Description of concern:

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Property Information (Roll#, Con, Lot)	Owner's Name	Signature	Phone# & Email address if available

Signature of Municipal Clerk: \_\_\_\_\_

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

Original: Files in appropriate Drain Binder  
Copies To: K. Smart, Director of Operation & Clerk

### **Municipal Drain Inspection Notice**

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

According to the provisions of the *Drainage Act*, R.S.O. 1990, c. D.17, all Municipalities are responsible for the maintenance and repair of drainage works constructed under a by-law passed under this Act, and are required to:

1. Inspect every Municipal Drain periodically.
2. Maintain in good repair according to the last revised Engineer's Report every Municipal Drain, if said drain so requires. The \_\_\_\_\_ Municipal Drain will be inspected \_\_\_\_\_ and if found to be in an unsatisfactory condition to provide drainage in accordance with the last revised Engineer's Report and therefore requires cleaning and repairing to again be useful as a drainage works, maintenance may be undertaken during \_\_\_\_\_, and may stretch through to the new year depending on the weather.

Tile drain outlets, survey stakes, gas lines, utility lines, buried telephone or electrical cables, tree or fruit plantations or any property which could be damaged, should be clearly marked by you, so that the machine operator is aware of these obstructions, since the Municipality shall not be responsible for damages unless marked.

General proposed maintenance work will consist of brushing, bottom cleaning and levelling of spoil. Upon completion of the cleaning and repairing of the drain, you will be notified of your share of the cost, net of any grants. (See: Drain Maintenance Policy - Drain Maintenance Billing Procedures).

If you are contemplating transferring / selling your property, prior to the payment of your costs of the maintenance of this drain, it is required that you advise the new owner and his solicitor of the impending drainage levy, in order to avoid any misunderstanding to the Agreement of Sale.

Should you have any questions, concerns or comments regarding this scheduled upcoming drain inspection please complete and return the attached Landowners Comments Return Form within 30 days of this mailing, otherwise, the Municipality will assume that you have no concerns over the inspection and maintenance of the aforementioned drain.

**Landowner Comment Return Form**

***PLEASE PRINT***

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

Municipal Drain: \_\_\_\_\_

Property Owner(s) Name(s):  
\_\_\_\_\_

Contact Person (if different from above):  
\_\_\_\_\_

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

Telephone: \_\_\_\_\_

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

Lot: \_\_\_\_\_

Concession: \_\_\_\_\_

Please write your questions or concerns below (and on reverse if necessary) and return to the above address within thirty (30) days of the date of the Municipal Drain Inspection Notice.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Municipal Drain Maintenance Assessment Invoice**

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

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

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

Comments or Special Instructions:

As per The Municipal Drain Maintenance Policy, (available at the Municipal office or on the Municipal website @ [www.stcharlesontario.ca](http://www.stcharlesontario.ca) ) amounts which are less than \$500 are due within 30 days of the invoice date. For assessments greater than \$500 alternative provisions for payment can be made with the Municipality by contacting the Municipal Treasurer at 705 867-2032, (see Municipal Drain Policy –Drain Maintenance billing Procedures). Failure to make payment or arrange a payment plan, or default on a payment plan will result in the assessment being added to the property tax bill.

DESCRIPTION	AMOUNT
(Name) Drain Maintenance,	

\$ TOTAL DUE \$

Make cheque or money order payable to Municipality of St.-Charles.



## Sudbury East Building and By-law Services (SEBBS)

Report for the Consideration by Council

***Shared Services in the Municipalities of French River, Killarney and St.-Charles***

### RE: Administrative Monetary Penalties System By-Law

**OBJECTIVE:** Seeking support from council to adopt an Administrative Monetary Penalties System By-law

#### **BACKGROUND:**

SEBBS has reported on their intention to introduce an Administrative Monetary Penalty System Bylaw (AMPS) within the Municipality. This report outlines the benefits of adopting such a system.

This is being proposed to help build a system that is effective, simpler, and faster, less expensive – but still fair – for all residents to deal with minor infractions of municipal bylaws.

As mentioned in the *Municipal Act, 2001*, the purpose of a system of administrative penalties established by a municipality shall be to assist the municipality in promoting compliance with its bylaws.

#### **ANALYSIS:**

##### **Current Court Processes:**

The current court process associated with Provincial Offences requires significant court and law enforcement resources and current backlogs and the inconvenience courts placement creates prohibitions for residents seeking to defend their actions.

When an individual violates a provincial statute or municipal bylaw, the current system treats it as an “offence” to be prosecuted under the Provincial Offences Act (POA). Although provincial offences are not crimes, the process for fighting them in court often mirrors the criminal trial process, which is designed to emphasize the seriousness of an offence. Like the criminal court process, the process for dealing with these matters, requires time and resources from bylaw enforcement including extensive document preparation, travel time to court and time spent in court.

For residents who wish to dispute provincial offence charges there is also a consideration of travel cost, length of time involved, formality and the inconvenience of the court process which are significant deterrents to fighting a ticket.

Due to the backlog in the Ontario court system, tickets are not being processed throughout many of the courts in Ontario.

##### **Proposed Administrative Monetary Penalty System:**

An AMPs system essentially sets up a court process within the Municipality. It deals with specific offences that are outlined in the AMPs by-law. AMPs offences will only be used to achieve compliance with property owners within the Municipality.

The Municipal Act pursuant to section 434.1 provides that **“a municipality may require a person to pay an Administrative Monetary Penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality passed under the Municipal Act”**

An AMPS system allows for monetary penalties to be imposed by a municipality for a contravention of an Act, regulation or bylaw.

Further, **“Section 434.2 of the *Municipal Act, 2001, S.O. 2001, c. 25, provides that an Administrative Monetary Penalty imposed by the municipality on a person constitutes a debt of the person to the municipality”***

If an administrative penalty imposed under section 434.1 is not paid within 15 days after the day that it becomes due and payable, the treasurer of a local municipality may, add the administrative penalty to the tax roll for any property in the local municipality for which all of the owners are responsible for paying the administrative penalty, and collect it in the same.

The amount of an administrative penalty established by a municipality,

- (a) shall not be punitive in nature (not more than \$2000.00); and
- (b) shall not exceed the amount reasonably required to promote compliance with a bylaw of the municipality.

The amounts of these fines would still be reviewed and approved by the Province to ensure they are not punitive in nature just as POA fines are reviewed.

The current court process is a very lengthy and expensive process for the Municipality. This expensive court process makes it difficult in many cases to enforce municipal bylaws. An Administrative Monetary Penalty System would eliminate any travel expenses, court fees and prosecutor fees. With AMPS being processed within the municipality, any court fees are avoided. Since all administrative fees are recouped, the money collected from any final penalties would be a positive towards the municipality, instead of a negative.

#### **Administering the program**

Schedule C of the attached Draft AMPs Bylaw (appendix A) addresses the methods and procedures by which Council, staff and any other representatives of the Municipality would follow while using the Administrative Monetary Penalty System.

Once an enforcement officer issues a ticket under the AMPs by-law, the person who receives the ticket will have options to pay for the ticket or request a review by a Municipal Screening Officer and ultimately a Hearing Officer as outlined in the attached AMPs Process Flow Chart (Appendix B).

Already employed municipal staff may be appointed as a Screening Officer or a Hearing Officer. The Screening Officer and Hearing Officer positions can be filled by different staff from time to time. The Screening and Hearing Officers may grant time extensions for payment, cancel the penalty notice or affirm the penalty notice. The Hearing Officer's decision is final.

More serious provincial matters or repeat offenders could continue to be prosecuted as offences in the Ontario Court of Justice.



Since the AMP system is handled within the municipality, it will be a more appropriate, accessible and accommodating process for the general public, related to the cost, length of time involved, formality and inconvenience of the court process and courthouse location.

**RECOMMENDATIONS**

That council direct staff to review all applicable by-laws to be included in the AMPs by-law and to set up the infrastructure required to administer the AMPs program within the Municipality.

**ATTACHMENTS:**

Appendix 1 - Draft Administrative Monetary Penalty System Bylaw 2022-XX

Appendix 2 - AMPS Process Flowchart

**Respectfully submitted by:**

Andrea Tarini CBO / By-law Officer

**THE CORPORATION OF THE MUNICIPALITY  
OF ST.-CHARLES**

**BY-LAW 2022-XX**

**BEING A BY-LAW TO IMPLEMENT AN ADMINISTRATIVE MONETARY PENALTY  
SYSTEM IN THE MUNICIPALITY OF ST.-CHARLES**

**WHEREAS** the Municipality of \*\* is authorized under section 434.1 (1) of the Municipal Act, 2001, S.O. 2001, c. 25, to establish a system of administrative penalties for contraventions of municipal bylaws;

**AND WHEREAS** section 102.1 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipality may require a person to pay an Administrative Monetary Penalty if the municipality is satisfied that the person has failed to comply with any bylaws respecting the parking, standing or stopping of vehicles;

**AND WHEREAS** section 391 of the Municipal Act, 2001 enables the Municipality to pass bylaws imposing fees or charges on any class of persons for services or activities provided or done by or on behalf of it;

**AND WHEREAS** section 434.2 of the Municipal Act, 2001, S.O. 2001, c. 25, provides that an Administrative Monetary Penalty imposed by the municipality on a person constitutes a debt of the person to the municipality;

**AND WHEREAS** sections 23.2, 23.3 and 23.5 of the Municipal Act, 2001 authorizes the Municipality to delegate its administrative and hearing powers; and,

**AND WHEREAS** the Council for the Municipality considers it desirable and necessary to provide for a system of administrative penalties and administrative fees for the designated Municipal bylaws, or portions of the designated Municipal bylaws;

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

**Definitions**

**1.0** In this Bylaw:

**“Administrative Fee”** means any fee specified in this Bylaw or set out in Schedule ‘B’;

**“Administrative Penalty”** means an administrative penalty established by this Bylaw or set out in the attached Schedule(s) for a contravention of a Designated Bylaw;

**“AMPS”** means Administrative Monetary Penalty System;

**“Clerk”** means the Municipal Clerk, their delegate, or anyone designated by the Clerk to perform duties pursuant to the Administrative Monetary Penalty System;

**“Council”** means the Council of the Municipality of \*\*;

**“Day”** means any calendar day;

**“Designated Bylaw”** means a bylaw, or a part or provision of a bylaw, that is designated under this or any other bylaw, and is listed in the attached Schedule ‘A’ to which the AMPS applies;

**“Hearing Non-Appearance Fee”** means an Administrative Fee established by the Municipality from time to time in respect of a Person’s failure to appear at the time and place scheduled for a review before a Hearing Officer and listed in Schedule ‘B’;

**“Hearing Decision”** means a notice that contains a decision made by a Hearing Officer;

**“Hearing Officer”** shall mean a person who performs the duties of Hearing Officer as set out in section 5 of this bylaw and meeting the requirements that a Hearing Officer cannot be a Member of Council or a Municipal Employee. The Hearing Officer shall have knowledge of and experience in administrative law; such as a lawyer, retired lawyer, para-legal, retired para-legal, retired police officer, retired municipal clerk or retired municipal deputy clerk;

**“Holiday”** means a Saturday, Sunday, any statutory holiday in the Province of Ontario or any Day the offices of the Municipality are officially closed for business;

**“Late Payment Fee”** means an Administrative Fee established by the Municipality from time to time in respect of a Person’s failure to pay an Administrative Penalty within the time prescribed in this Bylaw and listed in Schedule ‘B’;

**“Municipality”** means the Corporation of the Municipality of \*\*;

**“NSF Fee”** means an Administrative Fee established by the Municipality from time to time in respect of payment by negotiable instrument received by the Municipality from a Person for payment of any Administrative Penalty or Administrative Fee, for which there are insufficient funds available in the account on which the instrument was drawn, as listed in Schedule ‘B’;

**“Officer”** means a Municipal Bylaw Enforcement Officer, Police Officer, Fire Chief or designate appointed by the municipality to administer and enforce this bylaw;

**“Penalty Notice”** means a notice given to a Person pursuant to section 3.0 of this Bylaw;

**“Penalty Notice Date”** means the date of the contravention specified on the Penalty Notice, in accordance with section 3.2 of this Bylaw;

**“Penalty Notice Number”** means the reference number specified on the Penalty Notice that is unique to that Penalty Notice, in accordance with section 3.2 of this Bylaw;

**“Person”** includes an individual or a business name, sole proprietorship, corporation, partnership, or limited partnership, or an authorized representative thereof;

**“Request for Review by Hearing Officer”** means the request which may be made in accordance with section 5 of this Bylaw for the review of a Screening Decision;

**“Request for Review by Screening Officer”** means the request made in accordance with section 4 of this Bylaw for the review of a Penalty Notice;

**“Review by Hearing Officer”** and **“Hearing”** means the process set out in section 5 of this Bylaw;

**“Review by Screening Officer”** and **“Screening Review”** means the process set out in section 4 of this Bylaw;

**“Screening Decision”** means a notice which contains the decision of a Screening Officer, delivered in accordance with Section 4.11 of this Bylaw;

**“Screening Non-appearance Fee”** means an Administrative Fee established by the Municipality from time to time in respect of a Person’s failure to appear at the time and place scheduled for a review before a Screening Officer and listed in Schedule “B”; and,

**“Screening Officer”** means a person from time to time appointed pursuant to this Bylaw who performs the duties of Screening Officer as set out in section 4 of this bylaw and meeting the requirements that a Screening Officer cannot be a Member of Council, a Screening Officer may be a staff member provided that they have no jurisdiction in their job duties that relate in any type of enforcement capacity.

**“Vehicle”** includes a motor vehicle, automobile, bicycle, motorcycle, boat, motor vehicle trailer, traction engine, farm tractor, road building machine and any vehicle propelled or driven by any kind of power including muscular power and such additional definitions as set out in the *Highway Traffic Act*.

### **Application of this Bylaw**

**2.0** The Municipal bylaws, or portions of Municipal bylaws, listed in the attached Schedule 'A' of this Bylaw shall be Designated Bylaws for the purposes of sections 102.1 and 151 of the Municipal Act and paragraph 3(1)(b) of the Regulation. The attached Schedule 'A' sets out the Administrative Penalty and may include short form language to be used on Penalty Notices, for the contraventions of Designated Bylaws.

**2.1** Schedule 'B' of this Bylaw shall set out Administrative Fees imposed for the purposes of this Bylaw.

**2.2** The Provincial Offences Act applies to all Designated Bylaws except to a Designated Bylaw respecting the parking, standing or stopping of vehicles.

### **Penalty Notices**

**3.0** Every Person in contravention of a Designated Bylaw shall upon issuance of a Penalty Notice be liable to pay the Municipality an Administrative Penalty in the amount specified in the attached Schedule 'A' to this Bylaw.

**3.1** An Officer who has reason to believe that a Person has contravened any Designated Bylaw may issue a Penalty Notice as soon as reasonably practicable.

**3.2** A Penalty Notice may include the following information:

- (a) the vehicle licence plate number or vehicle identification number;
- (b) the Penalty Notice Date;
- (c) a Penalty Notice Number;
- (d) the date on which the Administrative Penalty is due and payable;
- (e) the identification number and signature of the Officer;
- (f) the name of the person penalized;
- (g) the contravention wording as listed in the attached Schedules, or other particulars reasonably sufficient to indicate the contravention;
- (h) the amount of the Administrative Penalty;

(i) such additional information as the Clerk determines is appropriate, respecting the process by which a Person may exercise the right to request a Screening Review of the Administrative Penalty; and

(j) a statement advising that an unpaid Administrative Penalty, including any applicable Administrative Fee(s), will constitute a debt of the Person to the Municipality unless cancelled pursuant to Screening Review or Hearing process.

**3.3** In addition to the service methods provided in section 6 “Service of Documents” of this Bylaw, an Officer may serve the Penalty Notice on a Person by delivering it personally to the Person contravening the bylaw at the time of the offence.

**3.4** No Officer may accept payment of an Administrative Penalty or Administrative Fee.

**3.5** A Person who is served with a Penalty Notice and who does not pay the amount of the Administrative Penalty on or before the date on which the Administrative Notice is due and payable, shall also pay the Municipality any applicable Administrative Fee(s).

#### **Review by Screening Officer**

**4.0** A Person who is served with a Penalty Notice may request that the Administrative Penalty be reviewed by a Screening Officer and shall do so on or before the date on which the Administrative Penalty is due and payable, and in accordance with the process set out in Section 4.3.

**4.1** If a Person has not requested a Screening Review on or before the date on which the Administrative Penalty is due and payable, the Person may request that the Screening Officer extend the time to request a Screening Review to a date that is no later than forty-five (45) days after the Penalty Notice Date, in accordance with the process set out in Section 4.3.

**4.2** A Person’s right to request an extension of time for a Screening Review expires, if it has not been exercised, on or before forty-five (45) days after the Penalty Notice Date, at which time:

(a) the Person shall be deemed to have waived the right to request a Screening Review or request an extension of time for a Screening Review; and,

(b) the Administrative Penalty shall be deemed to be confirmed on the sixteenth (16th) day following the Penalty Notice Date; and,

(c) the Administrative Penalty shall not be subject to any further review, including a review by any Court.

**4.3** A Person's Request for Review by a Screening Officer or request for an extension of time to request a Screening Review is exercised by:

(a) a submission in writing to the Bylaw Enforcement Department of a Request for Review by a Screening Officer or request for an extension of time to request a Screening Review; or

(b) calling the telephone number listed on the Penalty Notice to make a Request for Review by a Screening Officer or to request an extension of time to request a Screening Review.

**4.4** A Request for Review by Screening Officer of an Administrative Penalty or a request for an extension of time to request a Screening Review shall include the Penalty Notice Number and the Person's contact information.

**4.5** A Request for Review by Screening Officer or a request for an extension of time to request a Screening Review shall only be scheduled by the Bylaw Enforcement Department if the Person makes the request on or before the dates established by Sections 4.0 or 4.1 of this Bylaw.

**4.6** On a request for an extension of time to request a Screening Review, the Bylaw Enforcement Department may only extend the time to request a Screening Review where the Person demonstrates, on a balance of probabilities, the existence of extenuating circumstances that warrant the extension of time.

**4.7** Where an extension of time to request a Screening Review is not granted by the Bylaw Enforcement Department, the Administrative Penalty and any applicable Administrative Fee(s) are deemed to be confirmed.

**4.8** Where a Person fails to attend at the time and place scheduled for a Screening Review of an Administrative Penalty:

(a) the Person shall be deemed to have abandoned the request for a Screening Review of the Administrative Penalty;

(b) the Administrative Penalty as set out in the Penalty Notice shall be deemed to be confirmed on the sixteenth (16th) day following the Penalty Notice Date;

(c) the Administrative Penalty shall not be subject to any further review, including a review by any Court; and

(d) the Person shall pay to the Municipality a Screening Non-Appearance Fee and any other applicable Administrative Fee(s).

**4.9** On a review of an Administrative Penalty, the Screening Officer may:

(a) affirm the Administrative Penalty; or

(b) cancel, reduce or extend the time for payment of the Administrative Penalty, including any Administrative Fee(s), on the following grounds:

(i) where the Person establishes on the balance of probabilities that they did not contravene the Designated Bylaw(s) as described in the Penalty Notice; or

(ii) where the Person establishes on a balance of probabilities that the cancellation, reduction or extension of time for payment of the Administrative Penalty, including any Administrative Fee(s), is necessary to relieve any undue hardship.

**4.10** On a Screening Review of an Administrative Penalty, before making a decision, a Screening Officer shall conduct an interview with the Person.

**4.11** After a Review by a Screening Officer, the Screening Officer shall deliver a Screening Decision to the Person, in accordance with Section 6 of this Bylaw.

**4.12** A Screening Officer has no authority to consider questions relating to the validity of a statute, regulation or bylaw or the constitutional applicability or operability of any statute, regulation or bylaw.

#### **Review by Hearing Officer**

**5.0** A Person may Request a Review by Hearing Officer during the Screening Review.

**5.1** If a Person has not made a Request for Review by Hearing Officer at the time of the Screening Review, the Person may make a Request for Review by Hearing Officer before the due and payable date for the Administrative Penalty listed on the Screening Decision.

**5.2** The Person's right to Request for Review by Hearing Officer expires if it has not been exercised on or before the due and payable date for the Administrative Penalty listed on the Screening Decision, at which time:

(a) the Person shall be deemed to have waived the right to Request for Review by Hearing Officer;

(b) the Screening Decision and the Administrative Penalty and any Administrative Fee(s), if applicable, as modified in the Screening Decision, shall be deemed to be confirmed; and



(c) the Screening Decision and Administrative Penalty shall not be subject to any further review, including a review by any Court.

**5.3** A Person's Request for Review by Hearing Officer is exercised by:

(a) a submission in writing to the Bylaw Enforcement Department for a Request for Review by a Hearing Officer or request for an extension of time to request a Hearing; or

(b) attending in person at the location listed on the Screening Decision to make Request for Review by a Hearing Officer or request an extension of time to request a Hearing; or

(c) calling the telephone number listed on the Screening Decision to make a Request for Review by Hearing Officer or request an extension of time to request a Hearing.

**5.4** A Request for Review by Hearing Officer shall only be scheduled by the Bylaw Enforcement Department if the Person makes the request within the time limits set out in sections 5.0 or 5.1 of this Bylaw.

**5.5** Where a Person fails to appear at the time and place scheduled for a Hearing:

(a) the Person shall be deemed to have abandoned the Hearing for review of a Screening Decision;

(b) the Screening Decision and the Administrative Penalty and any Administrative Fee(s) shall be deemed to be confirmed;

(c) the Screening Decision and the Administrative Penalty and any Administrative Fee(s) shall not be subject to any further review, including a review by any Court; and

(d) the Person shall pay to the Municipality a Hearing Non-appearance Fee, Late Payment Fee and any other applicable Administrative Fee(s).

**5.6** On a review of a Screening Decision, the Hearing Officer may:

(a) confirm the Screening Decision; or

(b) cancel, reduce or extend the time for payment of the Administrative Penalty, including any Administrative Fee(s), on the following grounds:

(i) where the Person establishes on a balance of probabilities that they did not contravene the Designated Bylaw(s) as described in the Penalty Notice; or

(ii) where the Person establishes on a balance of probabilities that the cancellation, reduction or extension of time for payment of the Administrative Penalty, including any Administrative Fee(s), is necessary to relieve any undue hardship.

**5.7** A Hearing Officer shall not make any decision respecting a review of a Screening Decision unless the Hearing Officer has given the Person and a representative of the Municipality an opportunity to be heard at the time and place scheduled for the Hearing.

**5.8** All Hearings by a Hearing Officer shall be conducted in accordance with the Statutory Powers and Procedures Act, R.S.O. 1990, c. S.22, as amended.

**5.9** A Hearing Officer has no authority to consider questions relating to the validity of a statute, regulation or bylaw or the constitutional applicability or operability of any statute, regulation or bylaw.

**5.10** After a Hearing is complete, the Hearing Officer shall deliver to the Person a Hearing Decision, in accordance with Section 6 of this Bylaw.

**5.11** The decision of a Hearing Officer is final.

### **Service of Documents**

**6.0** The service of any document, notice or decision, including a Penalty Notice, pursuant to this Bylaw, when served in any of the following ways, is deemed effective:

- (a) immediately, when a copy is delivered to the Person to whom it is addressed;
- (b) on the seventh (7th) Day following the date a copy is sent by registered mail to the Person's last known address;
- (c) immediately upon the conclusion and sent confirmation of a copy by facsimile transmission to the Person's last known facsimile transmission number; or
- (d) immediately upon sending a copy by electronic mail (i.e. e-mail) to the Person's last known electronic mail address.

**6.1** For the purposes of subsections 6.0 (b), (c) and (d) of this Bylaw, a Person's last known address, facsimile number, and electronic mail address includes an address, facsimile number and electronic mail address provided by the Person to the Municipality as may be required by a form, practice or policy under this Bylaw.

### **Administration**

**7.0** The Clerk, their delegate, or anyone designated by the Clerk shall administer this Bylaw and establish any additional practices, policies and procedures necessary to implement this Bylaw and may amend such practices, policies and procedures from time to time as they deem necessary, without amendment to this Bylaw.

**7.1** The Clerk, their delegate, or anyone designated by the Clerk shall prescribe all forms and notices, including the Penalty Notice, necessary to implement this Bylaw and may amend such forms and notices from time to time as they deem necessary, without amendment to this Bylaw.

**7.2** An Administrative Penalty, including any Administrative Fee(s), that is confirmed or reduced, or in respect of which the time for payment has been extended, remaining unpaid after the date when it is due and payable, constitutes a debt to the Municipality owed by the Person.

(a) Pursuant to subsections 398 (1) and (2) of the Municipal Act, where an Administrative Penalty, including any Administrative Fees(s) remain unpaid after the final date on which it is payable as specified in the Penalty Notice, the Administrative Penalty, including any Administrative Fees(s) shall be deemed to be unpaid taxes and the outstanding amount shall be added to the tax roll and collected in the same manner as municipal taxes.

**7.3** Where an Administrative Penalty is not paid by the date on which the Administrative Penalty is due and payable; the Person shall pay to the Municipality a Late Payment Fee, in addition to the Administrative Penalty and any applicable Administrative Fee(s).

**7.4** Where a Person makes payments to the Municipality of any Administrative Penalty, Administrative Fee(s) or Late Payment Fee(s), by negotiable instrument, for which there are insufficient funds available in the account on which the instrument was drawn, the Person shall pay to the Municipality the NSF Fee set out in the Municipality's Fees Bylaw.

**7.5** Where an Administrative Penalty is cancelled by a Screening Officer or Hearing Officer, any Administrative Fee(s) are also cancelled.

**7.6** Any time limit that would otherwise expire on a Holiday is extended to the next day that is not a Holiday.

**7.7** A Person claiming financial hardship under this Bylaw may be asked to provide documented proof of the financial hardship to the Clerk, their delegate, or anyone designated by the Clerk, the Screening Officer or the Hearing Officer, as applicable.

**7.8** Any schedule attached to this Bylaw forms part of this Bylaw.

**Severability**

**8.0** Should any provision, or any part of a provision, of this Bylaw be declared invalid, or to be of no force and effect, by a court of competent jurisdiction, it is the intent of Council that such a provision, or part of a provision, shall be severed from this Bylaw, and every other provision of this Bylaw shall be applied and enforced in accordance with its terms to the extent possible according to law.

**Interpretation**

**9.0** The provisions in Part VI of the Legislation Act, 2006, S.O. 2006, c.21, Sched. F, shall apply to this Bylaw.

**Short Title**

**10.0** This Bylaw may be referred to as the AMPS Bylaw.

**Effective Date**

**11.0** THAT this Bylaw shall come into effect on the day it was passed.

AMENDED, ENACTED AND PASSED IN COUNCIL this \*\* day of \*\* 20\*\*.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

**\*\*Council - Please note this schedule does not represent a complete review of by-laws. This is an example showing the types of bylaws that will be included**

**SCHEDULE “A” to Bylaw 2022-XX**

**Administrative Monetary Penalty Bylaw System**

**Designated Bylaws**

1. For the purposes of section 2 of this Bylaw, Column 1 in the following Table lists the provisions in the Designated Bylaw identified in the Schedule, as amended.
2. Column 2 in the following Table sets out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 1.
3. Column 3 in the following Table sets out the Administrative Penalty amount that is payable for contraventions of the designated provisions listed in Column 1.

<b>TABLE 1: BYLAW NO. 2018 - Clean Yard By-law</b>			
<b>ITEM</b>	<b>COLUMN 1 – DESIGNATED BYLAW &amp; SECTION</b>	<b>COLUMN 2 – SHORT FORM WORDING</b>	<b>COLUMN 3 ADMINISTRATIVE PENALTY</b>
1	2 (b) (c)	Fail to keep yard clean of refuse & debris and no dumping on private property or municipal property	\$125.00

<b>TABLE 2: BYLAW NO. 2018 Property Standards By-law– STILL IN REVIEW</b>			
<b>ITEM</b>	<b>COLUMN 1 – DESIGNATED BYLAW &amp; SECTION</b>	<b>COLUMN 2 – SHORT FORM WORDING</b>	<b>COLUMN 3 ADMINISTRATIVE PENALTY</b>
1	2.06	Drainage onto adjacent properties	

<b>TABLE 3: BYLAW NO. 20**- Open Burning By-law IN REVIEW</b>			

ITEM	COLUMN 1 – DESIGNATED BYLAW & SECTION	COLUMN 2 – SHORT FORM WORDING	COLUMN 3 ADMINISTRATIVE PENALTY
1	#2017-030 Section 3.1	Day Burning	\$250.00

**TABLE 3: BYLAW NO. 20\*\* - \*\* Noise By-law**

ITEM	COLUMN 1 – DESIGNATED BYLAW & SECTION	COLUMN 2 – SHORT FORM WORDING	COLUMN 3 ADMINISTRATIVE PENALTY
1	Operation of auditory signaling device where prohibited.	Schedule A (1), Schedule (B) Item 1	

**TABLE 4: BYLAW NO. Sign bylaw**

ITEM	COLUMN 1 DESIGNATED BYLAW & SECTION	COLUMN 2 SHORT FORM WORDING	COLUMN 3 ADMINISTRATIVE PENALTY
1			

**TABLE 5 Zoning By-law and attached schedules**

ITEM	COLUMN 1 – DESIGNATED BYLAW & SECTION	COLUMN 2 – SHORT FORM WORDING	COLUMN 3 ADMINISTRATIVE PENALTY
1		Fail to Comply with Zoning Bylaw Setbacks (structures not requiring a building permit)	\$400.00

**TABLE 6: BYLAW NO. Animal Control TO BE REVIEWED**

ITEM	COLUMN 1 – DESIGNATED BYLAW & SECTION	COLUMN 2 – SHORT FORM WORDING	COLUMN 3 ADMINISTRATIVE PENALTY
1			

**SCHEDULE “B” to Bylaw 2022-XX**

**Administrative Monetary Penalty Bylaw System**

**Administrative Fees**

<b>ITEM</b>	<b>COLUMN 1 Administrative Fee</b>	<b>COLUMN 2 Amount</b>
1	Late Payment Fee	\$15.00
2	MTO Plate Denial Fee	\$22.00 (only if you have parking)
3	MTO Search Fee	\$10.00 (only if you have parking)
4	Screening No Show Fee	\$50.00
5	Hearing No Show Fee	\$100.00

**Schedule "C" to Bylaw 2022-XX**

## **Administrative Monetary Penalty System Bylaw Policy**

### **POLICY STATEMENT:**

This policy addresses the methods and procedures by which Council, staff and any other representatives of the Municipality of \*\* will follow while using the Administrative Monetary Penalty System.

This policy will guide:

1. Consistency and coherence in the use of an Administrative Monetary Penalty System (AMPS) within the overall program design of AMPS for the municipality;
2. Appropriate and effective use of AMPS within the municipality's graduated enforcement approach; and
3. Effective management of the AMPS regime.

This policy is to ensure all financial control and reporting responsibilities related to the Administrative Monetary Penalty System (AMPS) shall follow the existing corporate policies and procedures related to Code of Conduct, Conflict of Interest, financial management/reporting and political interference in the administration of the system.

### **ACCOUNTABILITY:**

If anyone attempts to influence a Screening Officer, Hearing Officer or City employee engaged in the administration of the AMPS program, the Screening Officer, Hearing Officer or City employee, as the case may be, shall report the incident to the CAO or designate as soon as possible. No action will be taken against a Screening Officer or Hearing Officer for making any such report in good faith.

### **PROCEDURE:**

A Penalty Notice may include, if applicable and obtainable:

1. The vehicle licence plate number or vehicle identification number;
2. The Penalty Notice Date;
3. A Penalty Notice Number;
4. The date on which the Administrative Penalty is due and payable;
5. The identification number and signature of the Officer;
6. The name of the person penalized;



7. The contravention wording as listed in the attached Schedules, or other particulars reasonably sufficient to indicate the contravention;
8. The amount of the Administrative Penalty;
9. The option(s) available to dispute the Penalty Notice with a Screening Officer and Hearing Officer: and
10. A statement advising that an unpaid Administrative Penalty, including any applicable Administrative Fee(s), will constitute a debt of the Person to the Municipality unless cancelled pursuant to Screening Review or Hearing process.
11. Any additional information such as, the process by which a Person may exercise the right to request a Screening Review/Hearing Review of the Administrative Penalty Notice.

When a person is issued a Penalty Notice, they have the following options:

**Option 1:** Plea of Guilty – Voluntary Payment of Total Payable by mail, telephone or in person

A Person who is served with a Penalty Notice and who does not pay the amount of the Administrative Penalty on or before the date on which the Administrative Notice is due and payable, shall also pay any applicable Administrative Fee(s).

**Option 2:** Make a request, within the time specified by this bylaw to meet with a Screening Officer. The accused or their legal representation and any witnesses may meet with a Screening Officer in person at the Municipal Office. If the accused lives more than 50 km from the Municipal Office or has any other extenuating circumstances for why they cannot attend the Municipal Office in person, they may also meet with the Screening Officer by telephone or electronically.

If the accused is not satisfied with the Screening Officer's decision, the accused or their legal representation may request a meeting with the Hearing Officer in person at the Screening Review **or** in writing by mail to the Bylaw Enforcement Department before the due and payable date given by the Screening Officer. The Hearing Officer's decision is final.

A Person's Request for Review by a Screening/Hearing Officer or request for an extension of time shall be submitted in writing to the Bylaw Enforcement Department or by calling the telephone number listed on the Penalty Notice.

A person has 15 days from the day they receive the penalty notice to choose one of the afore mentioned options.

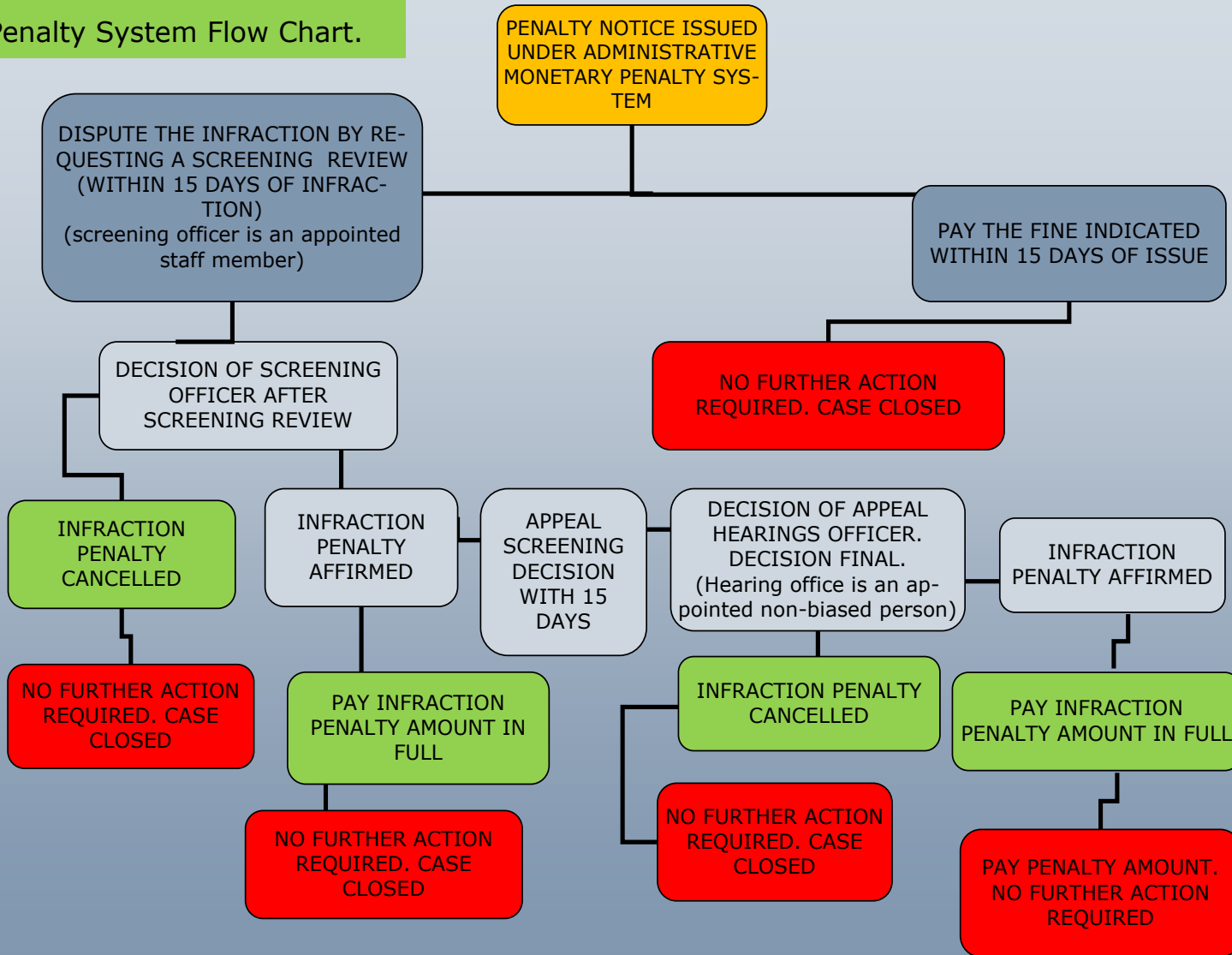
Any time limit that would otherwise expire on the weekend or a holiday is extended to

the next day that is not a weekend or a holiday.

**\*These above-mentioned options and information shall be clearly marked on every Penalty Notice.**

DRAFT

**Appendix 2**  
**Administrative Monetary**  
**Penalty System Flow Chart.**





## Sudbury East Building and By-law Services (SEBBS)

Report for the Consideration by Council

***Shared Services in the Municipalities of French River, Killarney and St.-Charles***

**OBJECTIVE:** To consider a draft Noise By-law.

### **BACKGROUND:**

Part of the function of Sudbury East Building and By-law Service is to review the existing by-laws of the member municipalities to create draft by-laws that are based on applicable research, represent best practice and provide consistency across the member municipalities. The most recent by-law to be reviewed is the Noise By-law.

### **ANALYSIS:**

Attached you will find the proposed draft by-law. The proposed by-law features a detailed list of exemptions and prohibited acts (Schedule A), along with time restrictions on noise based on residential property type and time of day (Schedule B). Schedule C lists "Quiet Zones" that can be customized to the Municipality, and Schedule D allows Council to site special events specific to the Municipality that would be exempt from the Noise By-law restrictions. Schedule E contains a list of fines based on the prohibited acts described in Schedules A and B.

These changes have been reviewed by your By-law department and with changes made to bring the by-law in line with current needs of the municipality.

The by-law department feels that having a Noise Bylaw in place will help with complaints associated with Short Term Rentals.

### **RECOMMENDATION**

To review the draft by-law provided with this report and provide feedback based on that review.

**Respectfully submitted by:**

Andrea Tarini – Chief Building Official/ Bylaw Officer

**Reviewed by:**

Tammy Godden - Clerk

**THE CORPORATION OF THE MUNICIPALITY  
OF ST.-CHARLES**

**BY-LAW 2022-XX**

**BEING A BY-LAW TO PROHIBIT AND REGULATE NOISE IN THE MUNICIPALITY  
OF ST.-CHARLES**

**WHEREAS** authority is granted to the Councils of all municipalities under Section 129 (a)(b) of the *Municipal Act, 2001, S.O. 2001, c. 25*, to prohibit and regulate noises likely to disturb the inhabitants within its municipality;

**AND WHEREAS** Council for the Corporation of the Municipality of St.-Charles deems it expedient to pass a By-Law to prohibit and regulate noise;

**NOW THEREFORE COUNCIL FOR THE CORPORATION OF THE MUNICIPALITY OF ST.-CHARLES HEREBY ENACTS AS FOLLOWS:**

**SECTION I - SHORT TITLE:**

1.1 This By-Law may be cited as the "Noise By-Law".

**SECTION II - DEFINITIONS AND INTERPRETATION**

2.1 In this By-Law,

**"Audio Device"** means a radio, stereo, CD player, MP3 player, television, public address system or other similar electronic device capable of emitting sounds, but does not include a two-way radio, weather radio or a device that can only be heard by using earphones/headphones.

**"Authorized Emergency Vehicle"** means any ambulance or hearse, any vehicle of the fire department, any vehicle of the provincial or federal police, any vehicle (including a snow plough) operated by or for the Municipality or a public utility company while actively engaged in the construction, maintenance or repair of any highway, or any equipment or facilities thereon, or a snow plough or other maintenance vehicle operated by or for the Municipality.

**"Clearly Audible"** means that sound from the source in question is easily perceptible without undue effort, to a disinterested person with no hearing disability.

**"Construction"** means erection, alteration, repair, dismantling, demolition, structural maintenance, painting, moving, land clearing, earth moving, grading,

excavating, the laying of pipe and conduit whether above or below ground level, street and highway building, concreting, equipment installation and alteration and the structural installation of construction components and materials in any form or for any purpose, and includes any work in connection therewith.

**“Construction Equipment”** means any equipment or device designed and intended for use in construction, or material handling, including but not limited to, air compressors, pile drivers, pneumatic or hydraulic tools, bulldozers, tractors, excavators, trenchers, cranes, derrick loaders, scrapers, pavers, generators, off-highway haulers or trucks, ditchers, compactors and rollers, pumps, concrete mixers, graders, or other material handling equipment.

**“Council”** means Council for the Corporation of the Municipality of St.-Charles.

**“Emergency”** means a sudden and unexpected occurrence demanding immediate action to prevent possible injury, loss of life or substantial property damage.

**“Excessive”** in reference to barking, howling, whining, squawking, or other sound-making by an animal or bird. Has the same meaning as persistent.

**“Fireworks”** mean display fireworks, family fireworks, theatrical fireworks and prohibited fireworks.

- a) **Display Fireworks** means high-hazard fireworks for recreation that are classified Class 7, Division 2, Subdivision 1 under the *Explosive Act* as amended. The explosives regulations made thereunder, and includes, but are not limited to, rockets, serpents, shells, bombshells, tourbillion, maroons, large wheels, bouquets, barrages, bombardos, waterfalls, fountains, batteries, illuminations, set pieces and kitchens.
- b) **Family Fireworks** means low-hazard fireworks for recreation that are classified under Class 7, Division 2, Subdivision 2 of the *Explosives Act* as amended, and the explosives regulations made under, and includes but is not limited to, firework showers, fountains, golden rain, lawn lights, pinwheels, roman candles, volcanoes, sparklers and other similar devices, but does not include Christmas crackers, and paper containing not more than 25/100 grain of explosives on average per cap, devices for use with such caps, safety flares or marine rockets.
- c) **Prohibited Fireworks** includes but is not limited to firecrackers, cigarette loads or kings, exploding matches, sparkling matches, ammunition for miniature tie clip, cuff link, or keychain pistols, auto alarms or jokers, cherry bombs, M-80 and silver salutes and flash crackers; throw down and step on torpedoes, and crackling balls; exploding golf balls, stink bombs and smoke bombs, tear gas pens and launchers, party peppers and table bombs, table rockets and battle sky-rockets, fake firecrackers and other trick devices or

practical jokes, as included in the list of Prohibited Fireworks as published from time to time under the *Explosives Act* as amended.

**d) Theatrical Fireworks** means an authorized explosive of a class set out in Section 6 of the Explosives Act, Explosives Regulations (C.R.C. c. 599), that is made, manufactured or used to produce a pyrotechnic theatrical effect in connection with a motion picture, theatre or television production or as a performance before a live audience.

**“Firecracker”** means a pyrotechnic that explodes when ignited and does not make any subsequent display or visible effect after the explosion but does not include paper caps containing less than 25/100 of a grain of explosives on average per cap, devices for use of such caps, safety flares or marine rockets.

**“Manufacturing Industry”** means the manufacturing goods from raw materials.

**“Motor Vehicle Racing”** means the operation of a motor vehicle over a set course, whether in competition with other vehicles, for racing, training, lapping, testing or instructional purposes, for recreational purposes, or for any other purpose and includes any warmup or testing done on the premise in preparation for such operation of a Motor Vehicle.

**“Motorized Vehicle”** means an automobile, motorcycle, and any other vehicle propelled or driven otherwise than by muscular power or wind; but does not include the cars of electric or steam railways, or other Motor Vehicle running only upon rails, or a motorized snow vehicle, traction engine farm tractor, self-propelled implement of husbandry or road-building machine within the meaning of the Highway Traffic Act as amended.

**“Municipality”** means the land within the geographic limit of the Corporation of the Municipality of St.-Charles.

**“Municipal Law Enforcement Officer (MLEO)”** means an officer appointed by the Council of the Municipality to enforce the Municipality’s By-Laws.

**“Noise”** means unwanted sound. For the purpose of this By-Law, sound in excess of the limits or specifically prohibited herein is defined to be noise.

**“Persistent”** in reference to barking, howling, whining, squawking or other sound-making by an animal or bird means continuously or intermittently for an aggregate period of at least 10 minutes out of any 60-minute period.

**“Person”** includes any individual, corporation, partnership, company, association or party and the heirs, executors, administrators, or other legal representative of such person, to whom the context can apply according to law, shall include any group of persons comprising a society or other organization and shall include the plural

wherein the context requires.

**“Place of Worship”** means a building dedicated to religious worship and includes a church, synagogue, temple, mosque, monastery or convent.

**“Point of Reception”** means any point on the premises of a person where sound or vibration originating from other than those premises is received.

**“Property”** means a building or structure or part of a building or structure and includes the lands appurtenant thereto and all mobile homes, mobile buildings or mobile structures and vacant land.

**“Quiet Zone”** means an area in the municipality where quiet is of particular importance and as more particularly designated in Schedule “C”.

**“Residential Area”** means any property within the municipality which is zoned for residential uses by an applicable Zoning By-Law, or which is used in whole or in part for human habitation, in accordance with the zoning of the property or where human habitation is a legal non-conforming use.

### **SECTION III - PROHIBITIONS**

- 3.1 No person or owner shall emit, cause to emit, or permit the emission of noise resulting from an act specified within Schedule “A” of this By-Law which is clearly audible at a point of reception.
- 3.2 No person or owner shall within a prohibited time shown in Schedule “B”, emit, cause to emit, or permit the emission of noise resulting from an act specified in Schedule “A” to this By-Law and which sound is clearly audible at a point of reception.

### **SECTION IV – EXEMPTIONS**

- 4.1 None of the provisions for this By-Law shall apply to:
  - a) The use in a reasonable manner, any apparatus or mechanism for the amplification of the human voice or music, in a public park or any other commodious space in connection with any public election meeting, public celebration or other reasonable gathering, provided written permission from the Municipality has first been obtained.
  - b) Necessary municipal or public utility operations carried out in the interest of public necessity and convenience, including but not limited to snow clearing and snow removal, street cleaning, and garbage collection, undertaken by or



on behalf of the Municipality.

- c) Any authorized emergency vehicle or service animal of the Police or Fire Department, the Municipality or its agents, any ambulance or any public service or emergency vehicle while answering a call.
- d) The use in a reasonable manner of vehicles and equipment when utilized for the clearing and removal of snow from private property.
- e) Noise resulting from the measures undertaken in an emergency.
- f) Any military or other band or any parade operating under written permission obtained from the Municipality.
- g) The ringing of church bells, school bells or the sounding of a public-address system on school property in connection with normal operation of educational institutions during regular business hours and / or during school or church authorized activities.
- h) Signaling devices utilized as traffic and pedestrian control devices at intersections and crosswalks
- i) Any sound arising from the operation of any railway operated under the *Railway Act of Canada* as amended
- j) All licensed commercial forestry operations including sawmills.
- k) Activities of a Normal Farm Practice carried out as part of an Agricultural Operation, as defined in the *Farming and Food Production Protection Act 1998, SO 1998* as amended or any successor legislation and located on a property zoned for agricultural purposes in accordance with the Municipal Zoning Bylaw as amended.
- l) Any noise necessary to the operation of equipment on designated industrial sites in accordance with the Municipal Zoning By-Law as amended between the hours listed in Schedule "B"
- m) Noises resulting from reasonable construction and maintenance operations between the hours listed in Schedule "B"
- n) Generators producing electricity during power outages at permanent residences or businesses.

## **SECTION V - WRITTEN PERMISSION**

- 5.1 Notwithstanding any other provisions of this By-Law, any person may make application to Council to be granted an exemption from any of the provisions of this By-Law with respect to any source of noise or vibration for which they might be prosecuted. Council, by resolution, may refuse to grant any exemption or agree to grant lesser exemption and any exemption granted shall specify the time period, not in excess of six months, during which it is effective and may contain such terms and conditions as Council see fits.
- 5.2 The application shall contain:
  - a) The name and address of the applicant;
  - b) A description of the noise in respect of which the exemption is being sought;
  - c) The period of time and date(s) for which the exemption is being sought.
  - d) Payment of any applicable fees as outlined in the Municipal Fees By-Law.
- 5.3 The application must be submitted to By-Law services no later than sixty (60) days before the event.
- 5.4 By-Law services will review and comment on the application and present it to Council with recommendations.
- 5.5 In deciding whether to grant the exemption, Council shall give the applicant and any person opposed to the application an opportunity to be heard and may consider such other matters as it sees fit.
- 5.6 Breach by the applicant of any of the terms or conditions of any exemption granted by Council shall render the exemption null and void.

## **SECTION VI – ADMINISTRATION & ENFORCEMENT**

- 6.1 This By-Law shall be administered and enforced by the MLEO of the Municipality or such other person or persons as Council may, by By-Law, appoint. Nothing herein shall be deemed to limit the ability of the Ontario Provincial Police or any police force with sufficient jurisdiction to enforce this By-Law at any time.
- 6.2 Any MLEO may enter on any property at any reasonable time for the purpose of carrying out an inspection to determine whether the provisions of this By-Law have been complied with.

## **SECTION VII – OFFENCES**

- 7.1 Every person who contravenes any provision of this By-Law is guilty of an offence and upon conviction is liable to a fine pursuant to the provisions of the Provincial Offences Act, R.S.O. 1990, c. P. 33.
- 7.2 Upon registering a conviction for a contravention of any provision of this By-Law, the Provincial Offences Court may, in addition to any other remedy and to any penalty imposed by this By-Law, make an order prohibiting the continuation or repetition of the offence by the person convicted.
- 7.3 The Administrative Monetary Penalty System Bylaw applies to each administrative penalty issued pursuant to this By-Law.
- 7.4 Each person who contravenes any provision of this By-Law shall, upon issuance of a Penalty Notice in accordance with the Administrative Monetary Penalty System By-Law, be liable to pay to the Municipality an administrative monetary penalty.

## **SECTION VIII – SEVERABILITY**

- 8.1 Should a court of competent jurisdiction declare a part or whole of any provision of this By-Law to be invalid or of no force and effect, the provision or part is deemed severable from this By-Law, and it is the intention of Council that the remainder survive and be applied and enforced in accordance with its terms to the extent possible under law.

## **SECTION IX – SCHEDULES**

- 9.1 Schedules “A”, “B”, “C”, “D”, “E”, “F” shall be deemed to form part of this By-Law.

## **SECTION X – AUTHORITY**

- 10.1 That all other By-Laws on the same subject matter which are inconsistent with this By-Law are hereby repealed.
- 10.2 This By-Law shall come into force and take effect on the day it is passed.

**READ A FIRST TIME AND CONSIDERED READ A SECOND AND THIRD TIME  
AND FINALLY PASSED IN OPEN COUNCIL THIS <DAY> OF <MONTH>, 2022.**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

DRAFT

**SCHEDULE "A" TO BY-LAW 2022-XX  
MUNICIPALITY OF ST.-CHARLES**

**PROHIBITED ACTS.**

1. No person shall operate or allow the operation of any auditory signaling device including but not limited to ringing of bells, gongs, sirens, horns, whistles, motor vehicle horn or other warning device and the production or reproduction of any similar sound by electronic means except where authorized or required by law.
2. No person shall cause or allow yelling, shouting, hooting or the making of other similar noises made by a human. This shall include noise arising from the banging of drums or another unamplified musical instrument or from firecrackers.
3. No person shall race a motor vehicle or allow the racing of a motor vehicle other than in a municipally approved racing event.
4. No person shall operate or allow the operation of any combustion engine or pneumatic device or construction equipment without an effective exhaust or intake muffling device in good working order and in constant operation. This will include but not be limited to the operation of a motor vehicle, off-road vehicle, motorized snow vehicle or other similar motorized conveyance for recreational purposes.
5. No person shall operate or allow the operation of a vehicle or a vehicle with a trailer resulting in banging, clanking, squealing or other like sound due to improperly secured load or equipment or inadequate maintenance.
6. No person shall operate or allow the operation of an engine or motor in, or on, any motor vehicle or item of attached auxiliary equipment for a continuous period exceeding five minutes, while such vehicle is stationary (also known as idling), unless:
  - a. the original equipment manufacturer specifically recommends a longer idling period for normal and efficient operation of the motor vehicle in which case such recommended period shall not be exceeded; or
  - b. operation of such engine or motor is essential to a basic function of the vehicle or equipment, including but not limited to, operation of ready-mixed concrete trucks, lift platforms and refuse compactors; or
  - c. weather conditions, justify the use of heating or refrigerating systems powered by the motor or engine for the safety and welfare of the operator, passengers or animals, or the preservation of perishable cargo, and the vehicle is stationary for purposes of delivery or loading; or

- d. prevailing low temperatures make longer idling periods necessary immediately after starting the motor or engine; or
  - e. the idling is for the purpose of cleaning and flushing the radiator and associated circulation system for seasonal change of antifreeze, cleaning of the fuel system, carburetor, or the like, when such work is performed other than for profit.
7. No person shall operate or allow the operation of any electronic device or group of connected electronic devices incorporation one or more loudspeakers or other electro-mechanical transducers and intended for the production, reproduction, or amplification of sound in a stationary installation or in a motor vehicle.
8. No person shall use or allow the use of a generator excessively unless;
- a. recharging an off-grid, solar system or equivalent. This noise is subject to the time prohibitions outlined in Schedule "B".
  - b. they are producing electricity for a residence or business during a power outage.
9. No person shall allow the persistent barking, calling, whining, squawking or other similar persistent noise making by any domestic pet, or any other animal or bird kept or used for any purpose other than agricultural or other authorized work.
10. No person shall cause or allow noises or sounds created by the repairing, wrecking, dismantling, or modifying of any vehicle, motor, machine or any part or parts.
11. No person shall cause or allow noises arising out of any manufacturing industry which has the effect of disturbing the repose of any person, unless permission has been granted by Council.
12. No person shall cause or allow the operation of an engine which,
- a) is, or
  - b) is used in, or
  - c) is intended for use in,
  - d) a toy, model, drone, or replica of any device which model or replica has no function other than amusement and which is not a conveyance.
13. No person shall cause or allow the operation of any equipment in connection with construction outside of those times described in Schedule "B".
14. No person shall operate or allow the operation of any tool or powered device such as but not limited to a lawnmower, chain saw, generator or pressure washer for domestic purposes other than snow removal.

15. No person shall cause or allow the loading, unloading, delivery, packing, unpacking, or otherwise handling of any containers, products, materials, or refuse, whatsoever, unless necessary for the maintenance of essential services or the moving of private household effects.
16. No person shall discharge or allow the discharge of a firearm.
17. No person shall detonate or allow the detonation of fireworks other than at those times described in detail in Schedule "B".
18. No person shall create, cause, or permit any unusual noise or noises likely to disturb the inhabitants of the Municipality.

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**SCHEDULE "B" TO BY-LAW 2022-XX  
MUNICIPALITY OF ST.-CHARLES**

**TIME PROHIBITIONS**

Whenever times are named in this By-Law, they shall mean Standard time or Daylight Savings Time, whichever shall be in official current use in the Municipality.

Item	Prohibited Act	Quiet Zone	Residential Areas (WR, R1, R2, R3)	All Other Zones
Sched A 1.	The operation of any auditory signaling device including but not limited to the ringing of bells or gongs and the blowing of horns or sirens or whistles, or the production, reproduction, or amplification of any similar sounds by electronic means except where required or authorized by law or in accordance with good safety practices.	At Any Time	At Any Time	B
Sched A 2.	Yelling, shouting, hooting whistling, or singing. Also including noise arising from the banging of drums or another unamplified musical instrument or firecrackers.	At Any Time	B	A
Sched A 3.	Motor vehicle racing other than in a municipally approved racing event.	At Any Time	At Any Time	At Any Time
Sched A 4.	The operation of any combustion engine or pneumatic device or construction equipment without an effective exhaust or intake muffling device in good working order and in constant operation. This will include but not be limited to the operation of a motor vehicle, off-road vehicle, motorized snow vehicle or other similar motorized conveyance for recreational purposes.	At Any Time	At Any Time	At Any Time
Sched A 5.	The operation of a vehicle or a vehicle with a trailer resulting in banging, clanking, squealing or other like sound due to improperly secured load or equipment or inadequate	At Any Time	At Any Time	At Any Time



	maintenance			
Sched A 6.	The operation of an engine or motor in, or on, any motor vehicle or item of attached auxiliary equipment for a continuous period exceeding five minutes, while such vehicle is stationary (also known as idling). <b>(See exceptions Schedule A (6))</b>	At Any Time	At Any Time	B
Sched A 7.	The operation of any electronic device or group of connected electronic devices incorporation one or more loudspeakers or other electro-mechanical transducers and intended for the production, reproduction, or amplification of sound in a stationary installation or in a motor vehicle.	At Any Time	A	A
Sched A 8.	The excessive use of generators. <b>(See exceptions Schedule A (8))</b>	C	C	A
Sched A 9.	Persistent barking, calling, whining, squawking or other similar persistent noise making by any domestic pet, or any other animal or bird kept or used for any purpose other than agricultural or other authorized work.	At Any Time	At Any Time	At Any Time
Sched A 10.	The noise or sound created by the repairing, wrecking, dismantling, or modifying of any vehicle, motor, machine or any part or parts	At Any Time	B	B
Sched A 11.	Noises arising out of any manufacturing industry which has the effect of disturbing the repose of any person, or unless permission has been granted by Council.	At Any Time	D	D
Sched A 12.	The operation of an engine which, (i) is, or(ii) is used in, or(iii) is intended for use in, a toy, model, drone, or replica of any device which model or replica has no function other than amusement and which is not a conveyance.	At Any Time	At Any time	B
Sched A13.	The operation of any equipment in connection with construction.	At Any Time	C	B
Sched A 14.	The operation of any tool or powered device such as but not limited to a lawnmower, chain saw, generator or	B	B	A

	pressure washer for domestic purposes other than snow removal.			
Sched A 15.	Loading, unloading, delivering, packing, unpacking, or otherwise handling of any containers, products, materials, or refuse, whatsoever, unless necessary for the maintenance of essential services or the moving or private household effects.	D	D	A
Sched A 16.	Discharge of a firearm	At Any Time	At Any Time	B*
Sched A 17.	The detonation of fireworks other than those times described in detail in Schedule "B".	E	E	E

<b>A</b>	11:00 pm to 7:00 am of the following day except Saturday, Sunday, and Statutory holidays 9:00 am.
<b>B</b>	9:00 pm to 7:00 am of the following day except Saturday, Sunday, and Statutory holidays 9:00 am.
<b>C</b>	7:00 pm to 7:00 am of the following day except Saturday, Sunday, and Statutory holidays 9:00 am.
<b>D</b>	7:00 pm of any day to 7:00 am of the following day.
<b>E</b>	Fireworks – No person shall set off or discharge or permit the setting off or discharge of consumer fireworks, except on the following days: (a) after 7:00 pm and before 11:00 pm - the two days immediately preceding and one (1) day following Victoria Day - the two days immediately preceding and one (1) day following Canada Day - the two days immediately preceding and one (1) day following July 4 <sup>th</sup> - the two days immediately preceding and one (1) day following New Year's Day (b) until 12:00 midnight on New Year's Eve and until 12:30 am on New Year's Day (c) any other days authorized by resolution of Council

\* Provincial/Federal legislation supersedes the provisions outlined in this By-Law relating to prohibited times for the discharge of firearms.

**SCHEDULE "C" TO BY-LAW 2022-XX  
MUNICIPALITY OF ST.-CHARLES**

**QUIET ZONES**

**These are example headings. Council may not want to include any quiet zones,  
or they may want to add other categories.**

SCHOOLS
PLACES OF WORSHIP
PUBLIC PARKS / BALLFIELDS / PLAYGROUNDS
CEMETERIES

**SCHEDULE "D" TO BY-LAW 2022-XX  
MUNICIPALITY OF ST.-CHARLES**

**SPECIAL EVENTS**

**Council may or may not want to include this schedule.**


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**SCHEDULE “E” TO BY-LAW 2022-XX  
MUNICIPALITY OF ST.-CHARLES**

**PART 1 – PROVINCIAL OFFENCE ACT  
POA / FINES**

<b>ITEM</b>	<b>SHORT FORM WORDING</b>	<b>BY-LAW PROVISION</b>	<b>SET FINE</b>
1.	Operating or allowing the operation of an auditory signaling device.	Schedule A (1), Schedule (B) Item 1	\$125.00
2.	Causing or allowing excessive noise made by a human.	Schedule A (2), Schedule B Item 2	\$125.00
3.	Causing or allowing prohibited racing.	Schedule A (3), Schedule B Item 3	\$200.00
4.	Causing or allowing the operation of an engine without muffling device.	Schedule A (4), Schedule B Item 4	\$125.00
5.	Causing or allowing noise from a motorized vehicle or part.	Schedule A (5), Schedule B Item 5	\$125.00
6.	Causing or allowing excessive noise from idling	Schedule A (6), Schedule B Item 6	\$125.00
7.	Causing or allowing the use of an electronic audio device during prohibited hours.	Schedule A (7), Schedule B Item 7	\$125.00
8.	Use or allow the use of generators excessively	Schedule A (8), Schedule B Item 8	\$125.00
9.	Allowing persistent noise from a domestic animal	Schedule A (9), Schedule B Item 9	\$125.00
10.	Causing or allowing excessive noise while repairing machinery.	Schedule A (10), Schedule B Item 10	\$125.00
11.	Causing or allowing excessive noise from any manufacturing industry.	Schedule A (11), Schedule B Item 11	\$300.00
12.	Causing or allowing excessive noise from a model, toy, or drone.	Schedule A (12), Schedule B Item 12	\$85.00
13.	Causing or allowing noise from a construction operation.	Schedule A (13), Schedule B Item 13	\$300.00
14.	Causing or allowing noise operating a domestic tool or device.	Schedule A (14), Schedule B Item 14	\$85.00
15.	Loading or delivering items outside of allowed hours	Schedule A (15), Schedule B Item 15	\$85.00
16.	Causing or allowing the discharge of a firearm.	Schedule A (16), Schedule B Item 16	\$300.00
17.	Causing or allowing the discharge of fireworks when prohibited.	Schedule A (17), Schedule B Item 17	\$300.00
18.	Creating, causing, or permitting any unusual noise.	Schedule A (18), Schedule B Item 18	\$300.00

**SCHEDULE “F” TO BY-LAW 2022-XX  
MUNICIPALITY OF ST.-CHARLES**

**NOISE CONTROL POLICY**

All property owners are required to limit noise according to standards set in the “Noise By-Law”.

When a complaint is received, an MLEO will investigate to determine if a violation exists. This By-Law will not be used to resolve issues between neighbours. If a violation is found, the MLEO can issue a fine advising the owner of the violation and requiring that it be remedied.

In view of the fact that the Municipality of St.-Charles has many diverse neighborhoods such as village areas, waterfront residential, waterfront commercial, farmland and rural residential, enforcement will have to be done with some discretion taking into consideration the complainant, the geographic location of the property in question, the size of the property in question, the type of property in question (farmland vs urban lot) and the effect of the infraction on adjacent properties and the general well-being of the residents of the area, and the Municipality. As the complaints and investigations become more numerous, past practice data as well as the consistent application of the policy will become more evident and will act as a guide in the application of the By-Law.

**This information is for convenience and quick reference only. For specific information, contact the Municipal Office.**

**UNAPPROVED MINUTES – FIRST MEETING  
BOARD OF HEALTH FOR PUBLIC HEALTH SUDBURY & DISTRICTS  
PUBLIC HEALTH SUDBURY & DISTRICTS, BOARDROOM, SECOND FLOOR  
THURSDAY, FEBRUARY 17, 2022 – 1:30 P.M.**

**BOARD MEMBERS PRESENT**

Claire Gignac	Glenda Massicotte	Carolyn Thain
Jeffery Huska	Paul Myre	Dean Wenborne
Robert Kirwan	Ken Noland	
René Lapierre	Natalie Tessier	

**BOARD MEMBERS REGRETS**

Bill Leduc	Jacqueline Paquin	Mark Signoretti
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**STAFF MEMBERS PRESENT**

Stacey Gilbeau	Rachel Quesnel	Renée St. Onge
Sandra Laclé	France Quirion	
Stacey Laforest	Dr. Penny Sutcliffe	

**MEDIA PRESENT**

Media

**R. QUESNEL PRESIDING**

**1. CALL TO ORDER AND TERRITORIAL ACKNOWLEDGMENT**

The meeting was called to order at 1:30 p.m.

Dean Wenborne, replacing Randy Hazlett from the Municipality of French River, was welcomed to the Board of Health.

Jacqueline Paquin's term on the Board will be ending February 22, 2022. A message of appreciation from J. Paquin was shared with the Board.

**2. ROLL CALL**

**3. REVIEW OF AGENDA/DECLARATIONS OF CONFLICTS OF INTEREST**

There were no declarations of conflict of interest.

**4. ELECTION OF OFFICERS**

Following a call for nominations for the position of Chair of the Board of Health, René Lapierre was nominated. There being no further nominations, the nomination for the Board of Health Chair for Public Health Sudbury & Districts for 2022 was closed. R. Lapierre accepted his nomination.

**01-22 APPOINTMENT OF CHAIR OF THE BOARD**

***MOVED BY MASSICOTTE – HUSKA: THAT the Board of Health appoints René Lapierre as Chair for the year 2022.***

**CARRIED**

**R. LAPIERRE PRESIDING**

Following a call for nominations for the position of Vice-Chair of the Board of Health, Jeff Huska was nominated. There being no further nominations, the nomination for Vice-Chair for the Board of Health for 2022 was closed. J. Huska accepted his nomination.

**02-22 APPOINTMENT OF VICE-CHAIR OF THE BOARD**

***MOVED BY MYRE – MASSICOTTE: THAT the Board of Health appoints Jeffery Huska as Vice-Chair for the year 2022.***

**CARRIED**

Following a call for nominations for three positions of Board Member at Large to the Board Executive Committee, Ken Noland, Claire Gignac, Paul Myre and Robert Kirwan were nominated.

There being no further nominations, the nominations for the Board Executive Committee for the year 2022 was closed. Paul Myre respectfully declined his nomination.

**03-22 APPOINTMENT TO BOARD EXECUTIVE COMMITTEE**

***MOVED BY HUSKA – TESSIER THAT the Board of Health appoints the following individuals to the Board Executive Committee for the year 2022:***

- 1. Ken Noland***
- 2. Claire Gignac***
- 3. Robert Kirwan***
- 4. René Lapierre, Chair***
- 5. Jeffery Huska, Vice-chair***
- 6. Medical Officer of Health/Chief Executive Officer***
- 7. Director, Corporate Services***
- 8. Secretary Board of Health (ex-officio)***

**CARRIED**



Following a call for nominations for three positions of Board Member at Large to the Finance Standing Committee of the Board, Carolyn Thain, Mark Signoretti, and Ken Noland were nominated.

There being no further nominations, the nominations for the Finance Standing Committee of the Board of Health for the year 2022 was closed and all accepted their nominations. A correction was noted from the agenda that the Manager of Accounting Services is not a member of the Finance Standing Committee of the Board.

#### **04-22 APPOINTMENT TO FINANCE STANDING COMMITTEE OF THE BOARD**

***MOVED BY GIGNAC – MYRE: THAT the Board of Health appoints the following individuals to the Finance Standing Committee of the Board of Health for the year 2022:***

- 1. Carolyn Thain***
- 2. Mark Signoretti***
- 3. Ken Noland***
- 4. René Lapierre, Chair***
- 5. Medical Officer of Health/Chief Executive Officer***
- 6. Director, Corporate Services***
- 8. Board Secretary***

**CARRIED**

#### **5. DELEGATION/PRESENTATION**

**i) Public Health Sudbury & Districts and the COVID-19 Pandemic: from risk to resilience**

- Lesley Andrade, Foundational Standards Specialist, Knowledge and Strategic Services Division

Dr. Sutcliffe introduced L. Andrade. It was noted that the *Public Health Sudbury & Districts and the COVID-19 Pandemic: From risk to resilience Report, February 2022* and an associated motion will be discussed under today's agenda item 7 iii).

Since March of 2020 when the first case of the COVID-19 infection was confirmed in the Sudbury and Manitoulin districts, Public Health Sudbury & Districts has provided leadership and essential services to manage the pandemic and guide communities to best protect themselves. This has included case, contact, and outbreak management; behaviour change initiatives; local protective measures; and the vaccination program. Behind the scenes, Public Health has been busy providing data analysis and epidemiological reviews; communications and stakeholder engagement; human resource managements and information technology supports.

As of the end of January 2022, Public Health Sudbury & Districts has administered 435,203 COVID-19 vaccine doses throughout the Sudbury and Manitoulin districts.

While the COVID-19 response is essential, there has been a substantial impact on Ontario's public health units as well as on PHSD's ability to complete the mandated programs and services outlined in the Ontario Public Health Standards (OPHS) due to the redeployment of local public health staff to COVID-19 response efforts. Results from a survey led by the Association of Local Public Health Agencies regarding adverse impacts of the pandemic on the public health programs and services were shared.

In June 2021, Public Health Sudbury & Districts undertook a review of the available evidence on recovering from a public health emergency and the review identified the importance of accounting for a recovery period before a full return to pre-emergency standards. Initial priorities for public health action were identified by the senior management executive team and validated by management teams in October 2021. Guided by the organizational values of trust, humility, and respect, Public Health Sudbury & Districts further considered initial feedback from local partners and the following recovery priorities were identified:

- (i) Getting children back on track
- (ii) Fostering mental health gains
- (iii) Leveling up opportunities for health
- (iv) Supporting safe spaces

Cross-divisional planning for the recovery priorities were held in February and assisted to identify potential intervention for recovery to reduce these backlogs and to engage in preliminary discussions on resource needs for 2022.

It was concluded that the future is unknown as it relates to the COVID-19 pandemic. While Public Health efforts to mitigate the effects of COVID-19 will continue, programs and services will concurrently resume to address priority needs to create and contribute to post-pandemic strong and resilient communities.

Questions and comments were entertained, and Lesley was thanked for her presentation.

## **6. CONSENT AGENDA**

- i) Minutes of Previous Meeting**
  - a. Fourth Meeting – November 18, 2021
  - b. Special Board of Health Meeting – December 15, 2021

- ii) **Business Arising From Minutes**
- iii) **Report of Standing Committees**
- iv) **Report of the Medical Officer of Health / Chief Executive Officer**
  - a. MOH/CEO Report, February 2022
- v) **Correspondence**
  - a. COVID Vaccine and the Immunization of School Pupils Act (ISPA)
    - Letter from the Board of Health Chair, Peterborough Public Health, to the Deputy Premier and Minister of Health, dated February 3, 2022
    - Letter from the Board of Health Chair and the Chief Executive Officer, Windsor-Essex County, to the Minister of Health, dated November 23, 2021
  - b. One-time Funding for 2021-22 and 2022-23 years for Public Health Programs and Services
    - Letter from the Deputy Premier and Minister of Health, to the Board of Health Chair, Public Health Sudbury & Districts, dated January 21, 2022
  - c. Health System Transformation
    - Letter from the Board of Health Chair, Haliburton, Kawartha, Pine Ride District Health Unit to the Deputy Premier and Minister of Health, dated January 20, 2022
  - d. Public Health Funding
    - Letter from the Board of Health Chair, Grey Bruce Health Unit, to the Deputy Premier and Minister of Health, dated December 17, 2021
    - Letter from the President and Mayor of the Town of Parry Sound, Association of Municipalities Ontario, to the Minister of Health, dated November 29, 2021
  - e. First Nation Communities Wildland Fire Evacuation
    - Letter from the Chief Emergency Management Ontario, Assistant Deputy Minister, Ministry of the Solicitor General, to Dr. Sutcliffe, dated December 3, 2021
- vi) **Items of Information**
  - a. Annual Survey Results from 2021 Regular Board of Health Meeting Evaluations
  - b. Annual Meeting Attendance Summary Board of Health for Public Health Sudbury & Districts 2021
  - c. alPHa Information Break December 20, 2021  
January 21, 2022
  - d. Statement from the Chief Public Health Officer of Canada on the CPHO Annual Report 2021: A Vision to Transform Canada's Public Health System December 13, 2021
  - e. Letter from alPHa to the Deputy Premier and

- Minister of Health re Provincial Strategies to Control Omicron Variant of COVID-19 December 14, 2021
- f. Letter from alPHa to the Associate Deputy Minister re One-year anniversary of the first Dose of COVID December 14, 2021
- g. [alPHa 2022 Winter Symposium and Section Meetings](#) February 25, 2022

#### 05-22 APPROVAL OF CONSENT AGENDA

***MOVED BY KIRWAN – MYRE: THAT the Board of Health approve the consent agenda as distributed.***

**CARRIED**

#### 7. NEW BUSINESS

- i) **Public Health Sudbury & Districts: 2021 COVID-19 Response – Reporting and Accountability Monitoring**
  - Briefing Note from the Medical Officer of Health and Chief Executive Officer dated February 10, 2022, Re COVID-19 Response by the Numbers
  - Public Health Sudbury & Districts Infographic *COVID-19 Response by the Numbers*

The *2021 COVID-19 Response by the Numbers* infographic provides an accounting of COVID-19 response activities over the last year detailing the volume and scope of work associated with Public Health's pandemic response. Although it does not convey everything that would be included in the Accountability Monitoring Plan (AMP), the infographic details the scope and intensity of PHSD's COVID-19 work including health and human resource capacity and financial impact; overall COVID-19 program supports; case, contact, and outbreak management; and COVID-19 vaccine program. Board members were reminded that the annual Accountability Monitoring Plan (AMP) developed by PHSD has been paused since February 2020 given most of the PHSD resources have been focused on the pandemic response.

#### 06-22 COVID-19 RESPONSE – REPORTING AND ACCOUNTABILITY MONITORING

***MOVED BY NOLAND – HUSKA: THAT the Board of Health for Public Health Sudbury & Districts receive the 2021 COVID-19 Response – Reporting and Accountability briefing note and associated infographic and support the broad dissemination of the infographic with the public and with local and provincial partners.***

**CARRIED**

- ii) **Public Health Sudbury & Districts Infrastructure Modernization Project**
  - Briefing Note from the Medical Officer of Health and Chief Executive Officer to the Board of Health Chair dated February 10, 2022

- Sneak Peek video of new Elm Street office

Dr. Sutcliffe noted that the briefing note provides a progress update on the infrastructure modernization project and is a good news story. The Board's investment in two projects is a significant undertaking to upgrade and modernize the main office location at 1300 Paris as well as the Elm Place.

The Elm Place project was substantially completed on January 28, 2022, with keys turned over to PHSD for occupancy and doors to the new location opened to the public on Monday, January 31, 2022. The office co-locates the Ontario Seniors Dental Care program with the Sexual Health, Family Growth and Harm Reduction Needle Exchange programs maximizing the use of common spaces and resources. Special requirements for heating, ventilation, and air conditioning (HVAC) systems are now met as well as other legislative requirements including accessibility and infection control standards. The infrastructure design incorporates information technology, physical environment security measures, and energy efficiencies features. The project is on time and on budget.

The 1300 Paris project is progressing well with the mechanical equipment installation being 40% completed, roof work being 50% completed, level 2 work being 85-99% completed and level 3 approximately 60% completed. Dr. Sutcliffe noted that the building, built in 1970, required significant updates for safety, efficiency and repairs. Challenges with material delays are not unique to this project but rather a global issue. Estimated completion of the second and third levels is the end of May requiring our lease to be extended at our temporary Lasalle office and the cost will be supported within the operating budget. The project is projecting to be on budget.

A Working Group has been established to support the transition of the PHSD working environment to a modern working environment wherein staff work remotely or on site or a combination based on the nature of their position. The Working Group's focus is the planning, coordination and change management necessary for PHSD to transition successfully to this future state.

A video unveiling the Elm Place space was shared and it was pointed out that because programs and services are not full-scope due to COVID-19 and the Sudbury project is not yet completed, this a soft launch of the new space.

The team was congratulated for remaining on budget.

- iii) **Public Health Sudbury & Districts and the COVID-19 Pandemic: From risk to resilience**

- alPHa Report, Public Health Resilience in Ontario, January 2022
- Public Health Sudbury & Districts and the COVID-19 pandemic: From risk to resilience Report, February 2022

During the last two-years, Public Health Sudbury & Districts has provided leadership and essential services to manage the pandemic and guide communities to best protect themselves during an unprecedented and everchanging crisis.

Extraordinary public health efforts have come at great opportunity costs. Human resources have been diverted to the local COVID-19 response and many programs and services have had to stop, creating a growing backlog of services and unmet needs.

The effects of the pandemic have been experienced locally, provincially, nationally and globally issues. In a recent statement from the Council of Chief Medical Officers of Health on the next phase of the COVID-19 pandemic response, Dr. Tam has indicated that as we enter the transition phase, we should anticipate additional waves and outbreaks. Progress may not be linear, and we need to have the capacity to cope with COVID-19.

Dr. Sutcliffe commended to Board members the report, *Public Health Sudbury & Districts and the COVID-19 Pandemic: From risk to recovery and resilience*. As Public Health begins to plan for its role in the local recovery endeavour, initial priorities for public health action have been identified. Public Health's transition to recovery while the pandemic continues its path will require the careful management of competing pressures.

The main points from the report will be shared along with a news release following today's Board of Health meeting.

It was noted that the Board's operating budget is established to deliver on the programs and services as required under the Ontario Public Health Standards. As reported, much of this budget in the last two years has been redirected to our COVID-19 response. However, we are optimistic that this will soon shift back to funding the broader OPHS mandate, beginning with the recovery priorities as identified in this agenda item. It was noted that PHSD is well positioned by having mapped out a balanced recovery plan and priorities.

#### **07-22 PUBLIC HEALTH SUDBURY & DISTRICTS COVID-19 PANDEMIC, FROM RISK TO RESILIENCE**

***MOVED BY THAIN – WENBORNE: WHEREAS the redeployment of public health resources to the COVID-19 pandemic response has required Public Health Sudbury & Districts to stop or radically reduce many of its public health programs and services***

***over the last two years, creating a significant and growing backlog of services and unmet needs across communities; and***

***WHEREAS Public Health Sudbury & Districts is preparing for pandemic recovery, assessing and addressing the ongoing and emerging health needs that require public health intervention; and***

***WHEREAS Public Health Sudbury & Districts has identified the following immediate priorities for public health recovery: Getting children back on track; Levelling up opportunities for health; Fostering mental health gains; and Supporting safe spaces; and***

***WHEREAS the Ministry of Health is recognizing recovery as a priority for local public health and providing boards of health, through the Annual Service Plan and Budget submission, the opportunity to request financial support through one-time funding for the recovery and resumption of public health programs and services; and***

***THEREFORE BE IT RESOLVED that the Board of Health for Public Health Sudbury & Districts receive the report entitled Public Health Sudbury & Districts and the COVID-19 pandemic: From risk to recovery and resilience and support its broad dissemination to the public and to local and provincial partners; and further,***

***THAT the Board of Health for Public Health Sudbury & Districts endorse the recovery priorities and their inclusion in the 2022 Annual Service Plan and Budget submission.***

**CARRIED**

**iv) Health and Racial Equity: Denouncing Acts and Symbols of Hate**

The Board of Health Chair noted that the proposed motion speaks for itself and it was read in its entirety.

**08-22 HEALTH AND RACIAL EQUITY: DENOUNCING ACTS AND SYMBOLS OF HATE**

***MOVED BY LAPIERRE – MYRE : WHEREAS the reduction of health inequities is a goal of Ontario's public health programs and services as set out in the [Ontario Public Health Standards](#) (OPHS), health equity is a Foundational Standard of the OPHS, and programs and services must be implemented in accordance with the [Health Equity Guideline](#) which includes the requirement to apply anti-racist, anti-oppressive, and culturally safe approaches to public health practice; and***

***WHEREAS the [Vision](#) of the Board of Health for Public Health Sudbury & Districts, Healthier communities for all, is further guided by its Mission and [Strategic Plan](#), both of which prioritize action in support of health equity; and***

***WHEREAS the Board of Health for Public Health Sudbury & Districts is a leader among Ontario local public health agencies in their longstanding commitment to health and racial equity, including notably, the September 2019 endorsement of the [Racial Equity Action Framework for Improved Health Equity](#); and***

***WHEREAS recent events in Ontario have included public displays of racism, anti-Semitism and discrimination, all detrimental to optimal health for all and prompting the Ontario Public Health Association (OPHA) on January 31, 2022, to issue the following statement:***

***While the right to protest is a fundamental element of our democracy, OPHA is disturbed by the hate filled racist and white supremacist symbols and messages flowing from the demonstrations in Ottawa. We denounce all forms of hate, bigotry, racism, antisemitism, and discrimination. Acts and symbols of hate are unwelcome and should not be tolerated. Silence is not acceptable. We urge political leaders from all levels & parties to speak out against such hate and racism, and to promote the importance of vaccines and other public health measures that are protecting all of us, especially the most vulnerable, against illness, hospitalization, & death. Change can only happen when we stand up and speak out. Let's work together to build a society that values diversity, inclusion, and optimal health for all.***

***THEREFORE BE IT RESOLVED THAT the Board of Health for Public Health Sudbury & Districts endorse the January 31, 2022, statement of the OPHA; and***

***FURTHER THAT the Board of Health encourage other Ontario boards of health and the Association of Local Public Health Agencies to do the same; and***

***FURTHER THAT that this resolution be shared with all boards of health, the Association of Local Public Health Agencies, area Honorable Members of Parliament and Provincial Parliament, the Ontario Public Health Association, the Association Municipalities of Ontario (AMO), among other stakeholders.***

**UNANIMOUSLY CARRIED**

## **8. IN CAMERA**

### **09-22 IN CAMERA**

***MOVED BY KIRWAN – NOLAND: THAT this Board of Health goes in camera for personal matters involving one or more identifiable individuals, including employees or prospective employees. Time: 2:30 p.m.***

**CARRIED**

## **9. RISE AND REPORT**



**10-22 RISE AND REPORT**

***MOVED BY TESSIER – THAIN: THAT this Board of Health rises and reports.  
Time: 3:30 p.m.***

**CARRIED**

It was reported that one agenda item was discussed relating to a matter involving one or more identifiable individuals, including employees or prospective employees for which the following motion emanated:

**11-22 APPROVAL OF MEETING NOTES**

***MOVED BY THAIN – KIRWAN: THAT this Board of Health approve the meeting notes of the November 18, 2021, and December 15, 2021, Board in camera meeting and that these remain confidential and restricted from public disclosure in accordance with exemptions provided in the Municipal Freedom of Information and Protection of Privacy Act.***

**CARRIED**

**10. ADDENDUM**

No addendum

**11. ANNOUNCEMENTS**

- Board members are reminded to complete the code of conduct and conflict of interest declaration forms by March 4.
- Board members are asked to complete the Board of Health meeting evaluation and that their anonymous feedback is appreciated.
- There is no regular Board of Health meeting in March. The next regular meeting is Thursday, April 21, 2022, at 1:30 p.m.

**12. ADJOURNMENT**

**12-22 ADJOURNMENT**

***MOVED BY MYRE – TESSIER: THAT we do now adjourn. Time: 3:36 p.m.***

**CARRIED**

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(Chair)

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(Secretary)

# Report to Municipal Council



<b>Meeting Date:</b> March 9, 2022	<b>Report Date:</b> March 3, 2022
<b>Decision Requested:</b> Yes	<b>Priority:</b> High
<b>Direction Only:</b> No	<b>Type of Meeting:</b> COW

**Report Title:** Update - Recreation Grant

**Recommendation:**

That Council agrees to award the alarm system work to Vipond Inc. at an estimated cost of \$42,409.00 plus HST.

That Council agrees to the revised splash pad additional cost of a utility building of \$17,513.00 plus HST.

**Background:**

As part of the Recreation Grant, we have money available for the fire alarm installation at the arena.

The original quote for the application was from Vipond Inc at a cost of \$33,357.52.

We have tried to get additional quotes from other vendors. Vipond has revised their quote up to \$42,409.00. The longer we wait the higher the price will be.

We approached Tyco/Johnson control. They will not be submitting a bid for this project. They identified that they could not be competitive against Vipond that has a local office in Sudbury.

We also approached Trans Canada Safety for a quote. They would not quote unless we would have a system design. This was not required from Vipond as they have past experience with similar buildings. Therefore, in order to get a cost from Trans Canada Safety, we would have to get an engineered design.

The current grant budget allocation to this project is \$45,000 + a 10% contingency for a total budget of \$49,500. It may not be wise to rely on the



contingency as during the construction we may end up with issues that have not been thought of i.e., asbestos mitigation (if it exists).

The \$45,000 should cover the alarm installation, but in this budget, we also had the widening of the two (2) doors. Some cost mitigation could be having staff prepare the openings prior to the door installation company coming in to install the doors. Initial door cost was at \$3,500.

As costs keep rising and from correspondence from various vendors, the Vipond quote would be the best price available. Staff therefore recommend the awarding of this project to Vipond.

To note we also did save some funds with the purchasing of a refurbished Zamboni as opposed to new. To note, we received the Zamboni on March 1, 2022. Some of the funds will be needed to offset the additional cost of the splash pad.

Some of the anticipated additional costs that were not considered in the initial application:

- Electrical hook up, at the arena site, the power cable is already installed. We are currently working with ABC recreation to determine power needs at the Community Center site. We will need to bring the power to the site, we hope to have such costs determined shortly.
- Building to house splash pad control equipment and pumps. This item was hoped to be installed along with a change room building via another grant at the arena site. We are still hoping to be successful with the Community Center Grant that would make available a change room/washroom facility at the Community Center site. This leaves the option to build a stand alone building or go with the recommended by ABC Recreation pre-cast building at a cost of \$14,145+HST. We could probably build at a lower cost a wood structure building but considering the cost of the equipment that it will house; I would recommend the pre-cast building.

All efforts will be to stay within the currently allowed project margins, but it will all depend on the unknowns of the major items (splash pad) yet to be determine.

A budget is attached for review, to note prices are in flux and may change without notice.

Prepared by: Denis Turcot

# Recreation grant

Project		Company	Price (+ HST)	HST non refundable	Net cost	or estimate	Grant	Over Under	Action needed
1	Splash pad	ABC	\$224,305.00	\$3,947.77	\$228,252.77		\$213,000.00	-\$15,252.77	
	Pad Gravel					\$10,000.00		-\$10,000.00	Price of gravel is up to
	Pad services					\$25,000.00		-\$25,000.00	Hydro will be the bigger cost, possible insulation under base
	Pre-Cast building					\$17,810.72		-\$17,810.72	Recommended building by ABC Recreation
2	Zamboni	Zamboni	\$50,850.00		\$45,000.00		\$83,900.00	\$38,900.00	Zamboni as been received
3	Arena Fire Alarm	Vipond				\$42,409.00	\$45,000.00	\$2,591.00	Asbestos mitigation is still a concern
	Widen 2 door					\$2,591.00		-\$2,591.00	Look at possibly completing work by staff if budget is exceeded, e.i. cutting of concrete b
4	Sparton Equipment		\$27,787.05		\$24,590.00		\$26,035.00	\$1,445.00	2 additional pieces would complete the ensemble of equipment \$6000 est.

\$367,935.00    -\$27,718.49

10% contingency    \$36,793.50    \$36,793.50  
\$9,075.01    Safety net

Total    \$404,728.50

# Report to Municipal Council



<b>Meeting Date:</b> March 9, 2022	<b>Report Date:</b> February 25, 2022
<b>Decision Requested:</b> No	<b>Priority:</b> Med
<b>Direction Only:</b> Yes	<b>Type of Meeting:</b> COW

**Report Title:** Updating Open Air Burning By-Law 2020-14 (Repeal & Replace)

## Recommendations:

Submit Schedule "C" (Set Fines) to the Ministry of the Attorney General for review and approval before repealing and replacing By-Law 2020-14 with the following update.

## Overview:

This By-Law was amended from the one passed in 2020 while taking into consideration feedback that has been received along with the simplification of the POA/Fines section along with the addition of an Administrative Monetary Penalty (AMP) option.

We have built a more comprehensive definition section while making the By-Law simpler to understand.

A section specifically for the use of Fireworks, Firecrackers, and Floating Lanterns has also been added.

Changes are highlighted in **RED** for easy identification

**Prepared by:** James D. Bertoia, Fire Chief

THE CORPORATION OF THE MUNICIPALITY OF ST-CHARLES

BY-LAW 2022-XX

**BEING A BY-LAW TO ESTABLISH OPEN-AIR BURNING PROCEDURES AND  
PRESCRIBING TIMES FOR SETTING FIRES, PRECAUTIONS TO BE TAKEN AND  
FOR ISSUING PERMITS FOR BURNING**

**WHEREAS** Section 7.1 of the *Fire Protection and Prevention Act*, S.O. 1997, c.4, as amended, provides that a municipality may pass By-Laws regulating fire prevention, including the prevention of the spreading of fires and the setting of open-air fires; including establishing the times during which open air fires may be set;

**AND WHEREAS** Section 391(1) of the *Municipal Act*, S.O. 2001, c. 25, as amended provides that a municipality may pass By-Laws imposing fees or charges on any class or persons for services or activities provided or done by or on behalf of it;

**AND WHEREAS** the *Ontario Fire Code*, Part 2 Section 2.6, Article 2.6.3.4. states open air burning shall not be permitted unless approved or unless such burning consists of a small, confined fire, supervised at all times., and used to cook food on a grill or barbeque;

**NOW THEREFORE** the Council for the Corporation of the Municipality of St.-Charles hereby enacts as follows:

**SECTION 1 SHORT TITLE**

1.1 This By-Law shall be known as the “**Open-Air Burning By-Law**”.

**SECTION 2 DEFINITIONS**

2.1 **AGRICULTURAL WASTE** shall include any animal fecal deposits or manure, and animal carcasses;

2.2 **APPROVED** means as approved by the Fire Chief or designate;

2.3 **BRUSH** means trees, branches, stumps and roots.

2.4 **CAMPFIRE** means a small, contained fire that is supervised at all times and

used for the preparation of food and/or to provide warmth;

2.5 **DISCHARGE** means firing, igniting, exploding, and setting off fireworks.

2.6 **DOMESTIC WASTE** shall include but will not be limited to kitchen waste, food, scraps, cloth, rags, clothing, plastics and any other materials which contents include any of the aforementioned;

2.7 **FIRE** means a fire that would require a permit since it is not being used solely for warmth or the preparation of food;

2.8 **FIRE BAN** means a complete or partial ban of any fire as declared by the Fire Chief.

2.9 **FIRE CHIEF** means the person appointed by the Council of Corporation of the Municipality of St.- Charles as the Chief of the Municipality of St.-Charles Fire Department, and/or his designate;

2.10 **FIRECRAKER** means a pyrotechnic that explodes when ignited and does not make any subsequent display or visible effect after the explosion but does not include paper caps containing less than 25/100 of a grain of explosives on average per cap, devices for use of such caps, safety flares or marine rockets.

2.11 **FIRE DEPARTMENT** means the Fire Department of the Municipality of St.- Charles;

2.12 **FIRE PIT** means a container, apparatus or physical construct that is capable of controlling the spread of a fire;

2.13 **FIRE SEASON** means the period of time allotted by the municipality where an Open-Air Burning Permit is required;

2.14 **FIREWORKS** mean the display fireworks, family fireworks, theatrical fireworks, and prohibited fireworks.

2.14.1 **Display Fireworks** means high-hazard fireworks for recreation that are classified Class 7, Division 2, Subdivision 1 under the *Explosive Act*, as amended. The explosives regulations made thereunder, and includes, but are not limited to, rockets, serpents, shells, bombshells, tourbillion,

maroons, large wheels, bouquets, barrages, bombardos, waterfalls, fountains, batteries, illuminations, set pieces and kitchens.

2.14.2 **Family Fireworks** means low-hazard fireworks for recreation that are classified under Class 7, Division 2, Subdivision 2 of the *Explosives Act*, as amended, and the explosives regulations made under, and includes but is not limited to, firework showers, fountains, golden rain, lawn lights, pinwheels, roman candles, volcanoes, sparklers and other similar devices, but does not include Christmas crackers, and paper containing not more than 25/100 grain of explosives on average per cap, devices for use with such caps, safety flares or marine rockets.

2.14.3 **Prohibited Fireworks** includes but is not limited to firecrackers, cigarette loads or kings, exploding matches, sparkling matches, ammunition for miniature tie clip, cuff link, or keychain pistols, auto alarms or jokers, cherry bombs, M-80 and silver salutes and flash crackers; throw down and step on torpedoes, and crackling balls; exploding golf balls, stink bombs and smoke bombs, tear gas pens and launchers, party peppers and table bombs, table rockets and battle sky-rockets, fake firecrackers and other trick devices or practical jokes, as included in the list of Prohibited Fireworks as published from time to time under the *Explosives Act*.

2.14.4 **Theatrical Fireworks** means an authorized explosive of a class set out in Section 6 of the Explosives Act, Explosives Regulations (C.R.C. c. 599), that is made, manufactured or used to produce a pyrotechnic theatrical effect in connection with a motion picture, theatre or television production or as a performance before a live audience.

2.15 **GRASS** means dry, dead, fine herbaceous material made up of different grasses, weeds, agricultural crops, leaves;

2.16 **HIGHWAY** means and includes a common and public highway, street, roadway, avenue, parkway, driveway, square, place, bridge, viaduct or trestle, designed and intended for use by the general public;

2.17 **HOUSEHOLD HAZARDOUS WASTE** means waste generated from a dwelling and designated by the Municipality as acceptable at a household hazardous waste depot and includes, but is not limited to:

2.17.1 corrosive wastes including batteries, drain cleaners and oven cleaners;



- 2.17.2 toxic wastes including pesticides, poisons, pharmaceuticals and cleaning fluids;
- 2.17.3 reactive wastes including pool chemicals, ammonia, bleach and aerosols;
- 2.17.4 flammable wastes including paints, solvents, oils, varnishes, stains and preservatives, wood protector and polish, epoxies, rust removers, fire extinguishers, cements, glues, transmission fluid, brake fluid, engine coolant, motor oil and filters, propane tanks and cylinders, gasoline, kerosene and butane lighters;
- 2.17.5 fluorescent tubes and thermometers;
- 2.17.6 fertilizers, weed and bug killers; or,
- 2.17.7 distillates.

2.18 **INCINERATOR** means an enclosed device used to burn approved refuse as detailed in Schedule “B” of this By-Law;

2.19 **INDUSTRIAL WASTE** shall include but not be limited to used automobile and truck bodies, tires, oil, grease, paint, cloth, rags, plastics, explosives and any part there of or other material which contents include any of the aforementioned;

2.20 **MUNICIPAL LAW ENFORCEMENT OFFICER** means the officer in charge of the By-Law Enforcement of the Corporation of the Municipality of St.-Charles or his or her authorized subordinates or assistants;

2.21 **MUNICIPALITY** means the Corporation of the Municipality of St.-Charles;

2.22 **NUISANCE** means the use of property or course of conduct that interferes with the rights of others by causing damage, inconvenience or annoyance, or something that causes harm, offence, or adverse effect, either to people in general or to a private individual. This may include excessive smoke, odour or sparking.

2.23 **OFFICER** means a Municipal Law Enforcement Officer (MLEO), a building inspector, a fire prevention officer, a fire fighter, a health inspector, a weed inspector appointed under the *Weed Control Act*, as amended, or any other person appointed or employed by the municipality for the enforcement of By-Laws and includes a peace officer;

2.24 **OPEN AIR BURNING** means any outdoor fire either burned in a container or on the ground, including a campfire but does not include a Permanent or Portable stove. Open burning activities are regulated by the *Fire Code* and open burning is also regulated by this Municipal By-Law and enforced locally by the St.-Charles Fire Department;

2.25 **PERMANENT OR PORTABLE STOVE** means a commercially manufactured permanent or portable device used for the preparation of food and / or for warmth;

2.26 **PERMIT** means a permit issued pursuant to the terms of this By-Law;

2.27 **PERMITEE** means any person at least eighteen (18) years of age, who has been lawfully issued an Open-Air Burning Permit by the Municipality of St.-Charles;

2.28 **PERSON** means an owner, applicant, tenant or anyone over 18 years old and shall include any individual, corporation, partnership, company, association or party and the heirs, executors, administrators, or other legal representative of such person, to whom the context can apply according to law, shall include any group of persons comprising a society or other organization and shall include the plural wherein the context requires;

2.29 **RESTRICTED FIRE ZONE** means an order made by the Ministry of Natural Resources and Forestry (MNR) under the *Forest Fire Prevention Act*, as amend, that restricts the use of open fires in a specific area of the Province;

2.30 **WINDROW** means a pile or row of material made up of stumps, brush, limbs, earth and rock resulting from land clearing or industrial forest operations using mechanical equipment.

### **SECTION 3 JURISDICTION**

3.1 This By-Law shall apply to all land within the geographical limits of the Municipality of St.-Charles.

### **SECTION 4 EXEMPTIONS**

4.1 A fire wholly contained within a permanent or portable stove that follows all of the provisions of Section 5 shall not be deemed to be a fire for the purposes of this By-Law.

4.2 A campfire does not require an Open-Air Burning Permit, but it must follow the restrictions outlined in Section 5.

4.3 The Fire Department shall be exempt from the provision of this By-Law with respect to any fire set for the purpose of education and training.

## SECTION 5 PROHIBITIONS

No person shall:

5.1 Set, permit, or allow the setting of a fire – other than a campfire - to burn outdoors during the fire season -outside of a Fire Ban or Restricted Fire Zone - for any purpose other than cooking or obtaining warmth, except under the authority of an Open-Air Burning Permit issued by the Municipality;

5.2 Set, permit, or allow a Campfire to burn that exceeds 36" x 36" (Diameter x height)

5.3 use a permanent or portable stove or permit the use of a permanent or portable stove for cooking or warmth in or outside of a restricted fire zone unless it is;

5.3.1 at least 1 metre from any naturally occurring flammable material;

5.3.2 **CSA and/or ULC approved;**

5.3.3 **Designed for** and uses a liquid or gas as fuel; and,

5.3.4 the flame in the stove can be extinguished by closing a fuel control valve or by closing the stove.

5.3.5 **Fueled by charcoal**

5.4 set a fire or permit the setting of a fire or allow a fire to burn between the hours of **seven** o'clock in the morning (**7:00 a.m.**) and **seven** o'clock in the evening (**7:00 p.m.**) from April 1 to October 31.

5.5 Set, permit, or allow a fire to burn in and / or on any highway, park, walkway, public land, or upon any land owned by the Municipality without having first obtained permission to do so from the Fire Chief or designate;

5.6 Set, permit, or allow a fire to burn that causes any issue with visibility on any highway;

5.7 Set, permit, or allow a fire on any land of which the person is not the registered owner, without the written permission of the registered landowner;

5.8 burn or permit the burning, or allow the burning of industrial waste, agricultural waste, domestic waste, petroleum products, rubber, painted lumber, mixed demolition debris, explosives or any part there of or anything else that will cause excessive smoke or fumes in addition to any other material identified in the regulations contained in the *Environmental Protection Act*, as amended;

**By-Law 2022-XX – Open Air Burning**

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- 5.9 set, permit or allow a fire to burn outdoors unless **the fire is under constant supervision and** conditions will allow the fire to burn safely from start to extinguishment;
- 5.10 fail to provide sufficient equipment and / or resources at the burn site to extinguish the fire if the fire gets out of control or is causing any adverse effects;
- 5.11 burn less than 4.5 m (15 ft) measured from the edge of a fire pit to any property line, structure, tree, fence, vehicle, over-head wire or any other combustible material;
- 5.12 burn less than 15 m (50 ft) measured from the edge of a fire greater than 1 cubic m (35 cubic ft) in size to any property line, structure, tree, fence, vehicle, over-head wire or any other combustible material;
- 5.13 damage any property or cause injury to persons with respect to the setting of a fire or permitting the fire to burn;
- 5.14** start, permit or allow any fire to burn in an area where winds are greater than 10 km per hour **or when wind may cause the following unsafe conditions:**
- 5.14.1 a decrease in visibility on any highway, road or navigable channel;
  - 5.14.2 the rapid spread of any fire through Grass, Brush, forested area or other property that was not intended to be burned.
- 5.15 leave a fire unattended until it is completely extinguished;
- 5.16 set, permit or allow a fire to burn which causes a nuisance or irritation to others;
- 5.17 refuse to extinguish any fire (*whether permitted or exempt*) if directed to do so by the Fire Chief or designate or by an officer of the municipality;
- 5.18 Set, permit or allow any fire to burn in a **Fire Ban or Restricted Fire Zone (RFZ)** (includes campfires);
- 5.19 where an Open-Air Burning Permit pursuant to this By-Law has been issued, no person shall:
- 5.19.1 set, permit or allow a fire to burn without paper or electronic copy of a permit at the site of the fire set out under said permit;

5.19.2 fail to produce or show a paper or electronic copy of the permit to the Fire Chief or designate or to any officer of the Municipality.

5.20 Set, permit, or allow the burning of slash and land clearing debris that are not set out in piles or windrows separated by a distance of at least 20 m (66 ft) and said piles or windrows shall be in sections not exceeding 15 m or (50 ft) in length.

5.21 Detonate fireworks or firecrackers during and in accordance with a Fire Ban or a Restricted Fire Zone;

5.21.1 Ignition and release of any floating lanterns

## **SECTION 6 CANCELLATION OF AN OPEN-AIR BURNING PERMIT**

6.1 Any Open-Air Burning Permit may be cancelled or suspended at any time by the Fire Chief or designate or officer. Immediately upon receiving notice of such cancellation or suspension, the permittee shall extinguish any fire started under the permit. Failing to immediately extinguish a fire set or burning under a suspended Open-Air Burning Permit shall be considered an offence under this bylaw.

## **SECTION 7 APPROVAL FROM THE FIRE CHIEF OR DESIGNATE**

7.1 Notwithstanding the provisions of Section 5 or 6, the Fire Chief or designate may, upon application, approve the setting of a fire, on the condition that it may be attended by the Fire Chief of the Municipality of St.-Charles or his / her designate.

## **SECTION 8 PERMITS**

8.1 A Person making application for a Fire Permit shall:

- a) be at least eighteen (18) years or age;
- b) submit a complete application in the Form established by the Fire Chief (available on the municipal website or town hall)
- c) submit the required permit fee as prescribed in Schedule 'A' of this By-Law.

8.2 A Permit is valid for the event and period of time for which it is issued

8.3 A Permit is valid only for the property identified on the Permit.

8.4 A Permit is not transferable, non-returnable and non-refundable.

8.5 The Fire Chief may:

- a) refuse to issue a Permit where a Person has previously failed to comply with the terms and conditions of a Permit or the provisions of this By-Law;
- b) impose any additional terms or conditions considered necessary in the interest of public safety;
- c) vary the terms and conditions of a Permit upon conducting an inspection and determining safety is maintained through approved site-specific terms and conditions;
- d) revoke a Permit for failing to comply with the terms and conditions of a Permit or the provisions of this By-Law;
- e) issue a Permit for a Fire to be set during hours not otherwise permitted by this By-Law.

## **SECTION 9 FEES**

9.1 The fees for Open-Air Burning Permits shall conform to fees set out in Schedule "A" of this By-Law.

## **SECTION 10 RECOVERY OF COSTS**

10.1 In addition to any fines or penalties established elsewhere in accordance with this By-Law, the person who set the fire, or allowed it to burn, and/or the owner of the land if the owner permitted the fire to be set or the fire to burn, shall be responsible for the costs incurred by the Municipal Fire Department necessary to extinguish any fire set or burning contrary to this By-Law or contrary to any permit issued under this By-Law by way of a fee or charge as follows:

- a. fees based on current fire response MTO rates, and
- b. costs and expensed incurred by the Fire Department and/or in accordance with the Fees and Related Charges By-Law.

10.2 All fees and charges payable under this By-law are due and owing to the Municipality within thirty (30) days of the date of the invoice rendered to the person liable to pay them.

10.3 All overdue accounts shall accrue interest at the rate of 15.0% per annum or 1.25% per month, calculated monthly, from the due date until paid in full.

10.4 Any person failing to pay the fines set out above, forthwith upon demand, the amount of the fee in default may, in addition to any other remedies the Municipality may have, be added to tax roll and collected by the Municipality in like manner as municipal taxes in accordance with Section 398(2) or 446 of the *Municipal Act*, as amended, against the owner of the land, if the owner set the fire, allowed the fire to burn, or permitted the fire to be set or to burn, in violation of this By-Law or any permit issued under this By-Law.

## **SECTION 11 OFFENCES**

11.1 Every person who contravenes any provision of this By-Law is guilty of an offence and may be charged in accordance with the terms of the *Fire Protection and Prevention Act*, as amended, of the *Ontario Fire Code*, in addition to the requirement to pay the fees set out above; and / or may be charged with an offence under the *Provincial Offences Act* under this By-Law.

11.2 Every person who contravenes any provision of this By-Law is guilty of an offence and upon conviction is liable to a fine as provided for by the *Provincial Offences Act*, R.S.O. 1990, c. P.33, as amended.

11.3 All penalties imposed by a judicial official are recoverable under the provisions of the *Provincial Offences Act* together with such costs and expenses as are imposed there under in Schedule 'C' of this bylaw.

11.4 The Administrative Monetary Penalty System Bylaw applies to each administrative penalty issued pursuant to this Bylaw.

11.5 Each person who contravenes any provision of this Bylaw shall, upon issuance of a Penalty Notice in accordance with the Administrative Monetary Penalty System Bylaw, be liable to pay to the Municipality an administrative monetary penalty.

11.6 No person shall hinder or obstruct the Fire Chief or designate or an officer of the municipality, appointed under this By-Law or employed to enforce this By-Law, from carrying out his or her duties, nor shall any person obstruct any employee or agent authorized to carry out the work for the municipality in an order issued hereunder.

**SECTION 12 SEVERABILITY**

12.1 Should a Court of competent jurisdiction declare a part or whole of any provision of this By-Law invalid or of no force and effect, the provision or part is deemed severable from this By-Law, and it is the intention of Council that the remainder survive and be applied and enforced in accordance with its terms to the extent possible under the law so as to protect the public by ensuring a minimum standard for maintenance and occupancy is maintained.

12.2 Where a provision of this By-Law conflicts with the provision of another By-Law in force within the municipality, the provisions that establish the higher standards to protect the health, safety and welfare of the general public shall prevail.

**SECTION 13 ADMINISTRATION AND ENACTMENT**

13.1 The administrative staff of the Municipality are hereby authorized to issue the said permits and accept payment of the applicable prescribed fees as described in Schedule "A".

13.2 This By-Law replaces and repeals By-Law 2020-14 and all other By-Laws on the same subject matter which are inconsistent with this By-Law are hereby repealed.

13.3 This By-Law shall come into force and take effect on the day it is passed.

**READ A FIRST AND SECOND TIME THIS DAY OF 2022.**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK



**READ A THIRD TIME AND FINALLY PASSED IN OPEN COUNCIL THIS  
DAY OF \_\_\_\_\_, 2022.**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

DRAFT

**SCHEDULE "A" TO BY-LAW 2022-XX**

**FEEES**

**Yearly Permit** - \$100.00 (inclusive of HST)  
(valid January 1<sup>st</sup> through December 31<sup>st</sup> per calendar year)

**Daily Permit** - \$25.00 per day (inclusive of HST)  
(limited to a maximum of 4 consecutive days)

**Research and reporting** - \$50.00 per hour (plus HST)

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## SCHEDULE "B" TO BY-LAW 2022-XX

### INCINERATORS

1. Materials to be considered for burning in an incinerator:
  - A. Yard Waste (grass, leaves, branches}
  - B. Household Items (paper, cardboard, wrapping paper)
  - C. Small Scraps of Wood
  - D. Brush and Tree Limbs
  
2. Material that shall not be burnt in an incinerator;
  - A. Domestic Waste
  - B. Construction Materials
  - C. Materials made of or containing Rubber
  - D. Plastic of any kind
  - E. Tar paper or any material made with Tar
  - F. Industrial Waste
  - G. Agricultural Waste
  - H. Bio Waste, Animal Waste
  
3. This is a suggested list and the Fire Chief or his / her designate shall have the authority to add or remove any item(s) they deem necessary.
  
4. Persons having the authority to burn in an approved container shall always be cautious of the wind when burning. When wind direction moves smoke and debris into their neighbour's property they shall immediately put out the fire and wait until the conditions are favorable to restart burning.

**SCHEDULE "C" TO BY-LAW 2022-XX – OPEN AIR BURNING  
MUNICIPALITY OF ST.-CHARLES  
PART 1 – PROVINCIAL OFFENCE ACT  
POA / FINES**

<b>ITEM</b>	<b>Short Form Wording</b>	<b>Provision Creating or Defining the Offence</b>	<b>Set Fines</b>
1	Set, Permit, and/or Allow a fire other than a campfire.	5.1	\$150
2	Set, Permit, and/or Allow a campfire to exceed prescribed size	5.2	\$150
3	Using or Allowing the use of a non approved permanent or portable stove.	5.3	\$150
4	Set, Permit, and/or Allow a fire during restricted hours.	5.4	\$150
5	Set, Permit, and/or Allow an unauthorized fire on municipal land requiring permission.	5.5	\$250
6	Set, Permit, and/or Allow a fire that affects visibility on a highway.	5.6	\$250
7	Set a fire without owner's permission.	5.7	\$150
8	Burn waste – cause, permit, and/or allow excessive smoke or fumes.	5.8	\$150
9	Start, Permit, and/or Allow a fire under unsafe conditions.	5.9	\$250
10	Fail to provide extinguishment equipment.	5.10	\$250
11	Improper minimum safe distance utilized.	5.11	\$150
12	Improper minimum safe distance utilized for fire larger than 1 cubic metre.	5.12	\$150
13	Setting and/or Permitting a fire causing damage to property.	5.13	\$250
14	Setting and/or Permitting a fire causing damage to people.	5.13	\$250
15	Start, Permit, and/or Allow a fire in high wind.	5.14	\$250
16	Leave a fire unattended.	5.15	\$250
17	Set, Permit, and/or Allow a nuisance fire.	5.16	\$150
18	Refuse to extinguish a fire.	5.17	\$250
19	Start, Permit, and/or Allow a fire or campfire in a Restricted Fire Zone.	5.18	\$250
20	Set, Permit, and/or Allow a fire to be set without a permit	5.19	\$150
21	Fail to have a permit on site of fire.	5.19.1	\$150
22	Fail to produce a permit at site of fire.	5.19.2	\$150
23	Set, Permit, and/or Allow burning of land clearing piles/windrows closer than prescribed distance.	5.20	\$350

24	Set, Permit, and/or Allow burning of land clearing piles/windrows greater than the prescribed length.	5.20	\$350
25	Detonation of Fireworks or Firecrackers during a Fire Ban or Restricted Fire Zone	5.21	\$450
26	Setting, Permitting, and/or Allowing the use of flying lantern type devices	5.21.1	\$450
27	Hinder or obstruct an officer.	11.3	\$450

\*NOTE Penalty Provisions for the offences indicated above is Section 12 of By-Law 2020-14, a certified copy of which has been filed.

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**BIBLIOTHEQUE PUBLIQUE ST-CHARLES PUBLIC LIBRARY**

December 9th, 2021

Minutes of the regular Library Board meeting held at 7:00 p.m., December 9th , 2021

Present: Sheila Mehes (Chairperson)  
Monica Loftus (Councillor)  
Jennifer Allan  
Ron Morck  
Monique Kadlec

Absent: Noëlla Lafleur  
Suzanne Dzimidowicz

Staff: Marie Richer

1. Call to order: 7:08 p.m.
2. Approval of the agenda:  
21-28 Moved by: Sheila Mehes That the agenda be approved as presented.  
Seconded by: Monica Loftus  
Carried
3. Pecuniary interests: none
4. Approval of the minutes:  
21-29 Moved by: Jennifer Allan That the minutes of the meeting of November 11th,  
Seconded by: Monique Kadlec 2021, be approved as presented.  
Carried
5. Delegation: None
6. Standing Business: None
7. Unfinished business: Update from Connecting Public Libraries Initiative
8. New Business:  
21-30 Moved by: Ron Morck Christmas bonus \$100.00 to Marie Richer and \$50.00  
Seconded by: Sheila Mehes to Jude Burnham to be issued payroll ending  
Carried December 11th 2021

21-31 Moved by: Monica Loftus Holiday closures:  
Seconded by: Jennifer Allan December 24th 2021- January 3rd 2022  
Carried

21-32 Moved by: Sheila Mehes To conclude new CEO Marie Richer's probation  
Seconded by: Monica Loftus period.  
Carried

9. Reports:

Chairperson Report:

\* Offered Marie Richer permanent (non-probation) position after board review.

CEO Report:

- \* Fire Marshalls office installed fire alarm in Library Nov 19th
- \* Newsletter for December 1st cost \$120.06 VS brought in \$181.50
- \* Pay equity grant was deposited Nov 27th for the amount of \$4,247.00
- \* Connecting Ontario Public Libraries successful notice due Feb 2022
- \* EHT reported at the end of the year
- \* Audit fees are done as a year end adjustment and not a formal invoice

10. Budget Variance Report: The budget variance report October 2021  
21-33 Moved By: Jennifer Allan accepted as presented.  
Seconded By: Ron Morck  
Carried

11. Trustee Comments:

12. Next meeting is to be held January 13th, 2022 at 7:00 p.m.

13. Adjournment:

21-34 Moved by: Monique Kadlec That the regular Board Meeting of  
Seconded by: Jennifer Allan December 9th 2021 be adjourned at 8:13 pm.  
Carried