

**The Corporation of the
Municipality of St.-Charles**

AGENDA

Regular Meeting of Council

February 15, 2023 at 6:00 PM
Council Chambers (Municipal Office)
St.-Charles, Ontario

1.0 MEETING CALLED TO ORDER & ROLL CALL

1.1 Resolution to open the meeting

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby opens the Regular Meeting of Council at 6:00 p.m. on February 15, 2023.

1.2 Indigenous Land Acknowledgment

2.0 ADOPTION OF AGENDA

2.1 Resolution to adopt the agenda

BE IT RESOLVED THAT the agenda for the Regular Meeting of Council held February 15, 2023 be adopted as presented.

3.0 DISCLOSURES OF PECUNIARY INTEREST

4.0 PRESENTATIONS AND DELEGATIONS

5.0 ANNOUNCEMENTS AND INQUIRIES BY COUNCIL AND MEMBERS OF THE GENERAL PUBLIC

6.0 NOTICE OF MOTIONS

7.0 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 15th day of February 2023 to discuss:

_____ litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board, as authorized under Section 239 (2) (e) of the *Municipal Act, 2001*, as amended;

Topic - Update on Ongoing Litigation Matters

_____ advice that is subject to solicitor-client privilege, including communications necessary for that purpose, as authorized under Section 239 (2) (f) of the *Municipal Act, 2001*, as amended;

Topic - Update on Ongoing Litigation Matters

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 Regular Meeting of Council at _____ p.m.

7.3 Verbal Report from Mayor Following Closed Session

8.0 ADOPTION OF MINUTES

8.1 Resolution to adopt the minutes of meetings

BE IT RESOLVED THAT the minutes of the following meetings of Council be adopted as presented:

- Regular Meeting of Council held June 15, 2023
- Special Meeting of Council held June 29, 2023

9.0 CORRESPONDENCE FOR INFORMATION

9.1 Resolution to receive correspondence for information

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles receives the following correspondence for information:

1. Letter from Cunningham Swan dated December 20, 2022, regarding Complain Pursuant to the Code of Conduct - Councillor Monica Loftus;

2. Letter from University of Guelph dated January 18, 2023, regarding Letter of Information and Invitation to Participate in a Research Study;
3. Email from Manitoulin-Sudbury District Services Board dated January 20, 2023, regarding Manitoulin-Sudbury DSB Final 2023 Apportionment;
4. Copy of a letter from Petrolia dated January 25, 2023;
5. Copy of a letter from Sudbury East Planning Board dated January 30, 2023, regarding Consent Application - SEPB File No. B/08/23/SC;
6. Copy of a letter from Sudbury East Planning Board dated January 31, 2023, regarding Consent Application - SEPB File No. B/06-07/23/SC;
7. Copy of a letter from Sudbury East Planning Board dated January 31, 2023, regarding Consent Application - SEPB File No. B/14-15/23/SC; and,
8. Copy of a letter from Brantford dated February 3, 2023.

and directs staff to:

- draft a report on items ____, ____, ____
- draft a Resolution in support on items ____, ____, ____
- respond with a letter on items ____, ____, ____
- include on the next Committee of the Whole items ____, ____, ____.

10.0 STANDING COMMITTEE RECOMMENDATIONS/REPORTS - MOTIONS

10.1 ENVIRONMENTAL SERVICES COMMITTEE

Chair Councillor Joshua Lachance / Co-Chair Councillor Mathieu Pothier

10.2 FINANCE COMMITTEE

Chair Councillor Julie Laframboise / Council

- 10.2.1 Resolution to receive the Cash Disbursement Register for the month of January 2023

BE IT RESOLVED THAT the Cash Disbursement Register for the month of January 2023 be received in the amount of:

- \$395,763.16

10.3 GENERAL GOVERNMENT COMMITTEE

Chair Mayor Paul Branconnier / Council

- 10.3.1 Resolution stemming from January 18, 2023 Regular Meeting of Council - Item 10.3.2 Disposition of Tower Located at 40 Casimir Rd (Public Works Yard)

WHEREAS Council for the Municipality of St.-Charles deems it desirable to declare certain items and / or equipment as surplus;

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles declares the following as surplus:

1. Trylon Titan self-support tower, seventy-two (72) feet high; and,
2. 10' x 10' stick frame shed with steel cladding.

AND BE IT FURTHER RESOLVED THAT the Chief Administrative Officer is directed to negotiate an agreement with True 802 Wireless for the disposal of these items.

10.3.2 Resolution stemming from January 18, 2023 Regular Meeting of Council - Item 10.3.4 Integrity Commissioner - Code of Conduct Complaint

WHEREAS Council for the Municipality of St.-Charles has reviewed the report of the Integrity Commissioner, dated December 20, 2022;

AND WHEREAS Council has considered the recommendation of the Integrity Commissioner to suspend the pay of the Member for a period of fifteen (15) days;

BE IT THEREFORE RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles agrees that they will not suspend the pay of Councillor Loftus for a period of fifteen (15) days.

10.3.3 Resolution stemming from February 1, 2023 Committee of the Whole Meeting - Item 8.3.1 Private Fundraiser - Hall Discount Request

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles agrees to waive the rental fee of the St.-Charles Community Centre on January 27, 2023 for the private fundraiser spaghetti dinner held in support of the Collins-Bouchard family.

10.3.4 Resolution stemming from February 1, 2023 Committee of the Whole Meeting - Item 8.3.2 Univi Donation Request

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles agrees to waive the rental fee of the St.-Charles Community Centre on March 9, 2023 for the Centre de Santé Univi Health Centre International Women's Day;

AND BE IT FURTHER RESOLVED THAT Council agrees to support the event by making a donation of \$200.00.

10.3.5 Report to Council - FCM Agreement
By: Pamela McCracken, Director of Finance / Treasurer

10.4 HEALTH SERVICES COMMITTEE

Chair Councillor Monica Loftus / Co-Chair Councillor Julie Laframboise

10.5 PARKS & RECREATION SERVICES COMMITTEE

Chair Councillor Mathieu Pothier / Co-Chair Councillor Joshua Lachance

10.5.1 Report to Council - Family Day Activities

By: Tammy Godden, Clerk

10.5.2 Report to Council - Beautification Advisory Committee Members

By: Tammy Godden, Clerk

BE IT RESOLVED THAT the following individuals be appointed as members of the Beautification Advisory Committee for the 2022 - 2026 Council term:

- Monica Loftus (Council Member)
- Mathieu Pothier (Council Member)
- Elaine Tremblay
- Doriane Brunet
- Richard Lemieux
- Sue Fitzwilliam
- Angele Poitras

10.6 PLANNING & DEVELOPMENT COMMITTEE

Chair Councillor Joshua Lachance / Co-Chair Mayor Paul Branconnier

10.7 PROTECTION TO PERSONS & PROPERTY COMMITTEE

Chair Councillor Mathieu Pothier / Co-Chair Councillor Joshua Lachance

10.7.1 Canine Control Report for the month of January 2023

10.7.2 Report to Council - Closure of Noelville OPP Station - Request for Support

By: Denis Turcot, CAO

10.7.3 Report to Council - Fire Department Pumper Options

By: Pamela McCracken, Director of Finance / Treasurer

10.8 SOCIAL & FAMILY SERVICES COMMITTEE

Chair Councillor Monica Loftus / Co-Chair Councillor Mathieu Pothier

10.9 TRANSPORTATION SERVICES COMMITTEE

Chair Councillor Julie Laframboise / Co-Chair Councillor Monica Loftus

10.9.1 Report to Council - Replacement of Sidewalk Sander

By: Denis Turcot, CAO

11.0 MANITOULIN-SUDBURY DISTRICT SERVICES BOARD (MSDSB)

Councillor Monica Loftus (2024) / Mayor Paul Branconnier (2025 - 2026)

12.0 ST.-CHARLES PUBLIC LIBRARY BOARD (SCPLB)

Councillor Monica Loftus

12.1 Report to Council - St.-Charles Public Library Board Members

By: Tammy Godden, Clerk

BE IT RESOLVED THAT the following individuals be appointed as members of the St.-Charles Public Library Board for the 2022 - 2026 Council term:

- Sheila Mehes
- Suzanne Dzimidowicz
- Monique Kadlec
- Ron Morck

13.0 SUDBURY EAST PLANNING BOARD (SEPB)

Mayor Paul Branconnier / Councillor Joshua Lachance

14.0 SUDBURY EAST MUNICIPAL ASSOCIATION (SEMA)

Mayor Paul Branconnier / Councillor Monica Loftus

15.0 BY-LAWS

15.1 First and second reading

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby gives first and second reading to the following By-Laws:

- By-Law 2023-05 Rating By-Law Being a By-Law Imposing Special Annual Drainage Rates Upon Land in Respect of Which Money is Borrowed Under the Tile Drainage Act
- By-Law 2023-06 Being a By-Law to Enter into a Grant Agreement with Federation of Canadian Municipalities
- By-Law 2023-07 Being a By-Law to Repeal By-Law 2022-26 and Amend By-Law 2018-44 (Fees and Charges By-Law)
- By-Law 2023-08 Being a By-Law to Establish Remuneration and Expenses for Members of Council

15.2 Third and final reading

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby gives third reading to and finally passes By-Law 2023-05.

15.3 Third and final reading

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby gives third reading to and finally passes By-Law 2023-06.

15.4 Third and final reading

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby gives third reading to and finally passes By-Law 2023-07.

15.5 Third and final reading

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby gives third reading to and finally passes By-Law 2023-08.

15.6 Third and final reading

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby gives third reading to and finally passes By-Law 2022-19.

15.7 Third and final reading

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby gives third reading to and finally passes By-Law 2022-38.

16.0 ADDENDUM (if required and by resolution)

17.0 ADJOURNMENT

17.1 Confirmation By-Law

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby gives first and second reading to the following By-Law:

- By-Law 2023-09 Being a By-Law to Confirm the Proceedings of Council at its Committee of the Whole Meeting Held February 1st, 2023, and at its Regular Meeting of Council Held February 15th, 2023

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby gives third reading to and finally passes By-Law 2023-09.

17.2 Resolution to adjourn the meeting

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby adjourns the Regular Meeting of Council at _____ p.m. on February 15, 2023.



The Corporation of the Municipality of St.-Charles

MINUTES

Regular Meeting of Council

June 15, 2022 at 6:00 PM

Council Chambers (Municipal Office)

St.-Charles, Ontario

MEMBERS PRESENT:	Mayor:	Paul Schoppmann
	Councillor:	Monica Loftus
	Councillor:	Paul Branconnier
	Councillor:	Richard Lemieux
	Councillor:	Jackie Lafleur

STAFF PRESENT:	Chief Administrative Officer:	Denis Turcot
	Clerk:	Tammy Godden
	Director of Finance / Treasurer:	Pamela McCracken
	Chief Building Official:	Andrea Tarini

PUBLIC PRESENT: 3

1.0 MEETING CALLED TO ORDER & ROLL CALL

1.1 Resolution to open the meeting

2022-130

Moved by: Councillor Loftus

Seconded by: Councillor Lemieux

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby opens the Regular Meeting of Council at 6:00 p.m. on June 15, 2022.

Carried

2.0 ADOPTION OF AGENDA

2.1 Resolution to adopt the agenda

2022-131

Moved by: Councillor Lemieux

Seconded by: Councillor Lafleur

BE IT RESOLVED THAT the agenda for the Regular Meeting of Council held June 15, 2022 be adopted as presented.

Carried

3.0 DISCLOSURES OF PECUNIARY INTEREST

None declared.

4.0 PRESENTATIONS AND DELEGATIONS

Nil.

5.0 ANNOUNCEMENTS AND INQUIRIES BY COUNCIL AND MEMBERS OF THE GENERAL PUBLIC

5.1 Suzanne Lafleur - Re: Item 10.9.1. Update - Resurfacing of Musky Bay and Hickman Road

Ms. Lafleur advised that it was nice that gravel was being applied to Musky Bay Road "West" for the second time, but inquired when gravel will be applied to Musky Bay Road "East".

5.2 Neal Courville - Re: Item 10.1.1 Update - Garbage and Recycling Collection and Tipping Fees By-Law

Mr. Courville advised that he recently purchased his 2nd property in St.-Charles which needs to be demolished. Cost him \$30.00 to dump his Ford Ranger at the landfill site. In Sudbury he would pay between \$12.00 and \$14.00 to dump his Ford Ranger and a 5 x 10 trailer. Mr. Courville advised that he finds these fees high. Is it possible to consider some type of pass for homeowners doing their own renovations (not a contractor).

5.3 Suzanne Lafleur - Re: Item 10.5.2. Bicycles and Mats

Ms. Lafleur indicated that the bicycles had been declared as surplus, but what is happening with the mats. Ms. Lafleur also inquired whether someone could purchase a bicycle, as the Municipality does sell T-shirts.

Page 2 of 12

5.4 Councillor Monica Loftus - Re: Beautification Committee

Councillor Loftus advised that the planting was completed last Wednesday. Councillor Loftus also indicated that the two (2) benches for the cemetery have been received and will be placed out shortly.

5.5 Councillor Jackie Lafleur - Re: Annual Family Baseball Tournament

Councillor Lafleur advised that the annual Family Baseball Tournament will be going ahead on the long weekend in August.

6.0 NOTICE OF MOTIONS

Nil.

7.0 CLOSED SESSION

7.1 Resolution to enter into closed session

2022-132

Moved by: Councillor Lemieux

Seconded by: Councillor Loftus

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby opens a closed session at 6:06 p.m. this 15th day of June, 2022 to discuss:

- labour relations or employee negotiations, as authorized under Section 239 (2) (d) of the *Municipal Act, 2001*, as amended;
Topic - Update - Union Negotiations

Carried

7.2 Resolution to reconvene to open session

2022-133

Moved by: Councillor Loftus

Seconded by: Councillor Branconnier

BE IT RESOLVED THAT having dealt with all matters pertaining to the closed session, we hereby reconvene to the Regular Meeting of Council at 6:25 p.m.

Carried

7.3 Verbal Report from the Mayor Following Closed Session

Page 3 of 12

Upon reconvening to the open session, Mayor Schoppmann reported that direction was given to the Chief Administrative Officer.

8.0 ADOPTION OF MINUTES

8.1 Resolution to adopt the minutes of meetings

2022-134

Moved by: Councillor Branconnier

Seconded by: Councillor Lemieux

BE IT RESOLVED THAT the minutes of the following meetings of Council be adopted as presented:

- Regular Meeting of Council held August 18, 2021
- Regular Meeting of Council held October 20, 2021
- Special Meeting of Council held October 27, 2021

Carried

9.0 CORRESPONDENCE FOR INFORMATION

9.1 Resolution to receive correspondence for information

2022-135

Moved by: Councillor Loftus

Seconded by: Councillor Lafleur

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles receives the following correspondence for information:

1. Letter from Cambridge dated May 18, 2022, regarding Motion: Councillor Hamilton re: Request to the Region of Waterloo to Consider Free Public Transportation on Election Days;
2. Email from Shuniah dated May 25, 2022, regarding Resolution re: Community Schools Alliance Action Plan;
3. Email from Shuniah, dated May 25, 2022, regarding Resolution Supported re: Funding Support for Infrastructure Projects;
4. Email from Orangeville dated May 20, 2022, regarding Ontario Land Tribunal;
5. Letter from Cambridge dated June 1, 2022, regarding Motion from Councillor Liggett - Request to the Province of Ontario for a Plan of Action to Address Joint and Several Liability; and,
6. Letter from Cambridge dated June 1, 2022, regarding Motion from Councillor Liggett - Ontario Must Build it Right the First Time.

and directs staff to:

- include on the next Committee of the Whole items #2.

Carried

10.0 STANDING COMMITTEE RECOMMENDATIONS/REPORTS - MOTIONS

10.1 ENVIRONMENTAL SERVICES COMMITTEE

Chair Councillor Paul Branconnier / Co-Chair Councillor Jackie Lafleur

10.1.1 Report to Council - Update - Garbage and Recycling Collection and Tipping Fees By-Law

The Chief Administrative Officer presented the report as provided in the agenda package. During discussion a number of issues were raised including trailer parks being required to show proof of number of usable sites, difficulty with varying sizes of dump trailers, providing passes for renovations by homeowners and not contractors, limiting construction material or how construction passes are issued. The Chief Administrative Officer will obtain more information and will bring the matter back to Council. Following discussion, Council did agree to permit construction waste during the two (2) free tipping days, until the the Tipping By-Law has been fully reviewed.

2022-136

Moved by: Councillor Loftus

Seconded by: Councillor Lemieux

BE IT RESOLVED THAT construction waste will be permitted during the two (2) free tipping days, until such time as the Tipping Fee By-Law has been fully reviewed by Council.

Carried

10.2 FINANCE COMMITTEE

Chair Councillor Jackie Lafleur / Council

10.2.1 Resolution to receive the Cash Disbursement Register for the month of May 2022

2022-137

Moved by: Councillor Loftus

Seconded by: Councillor Lemieux

BE IT RESOLVED THAT the Cash Disbursement Register for the month of May 2022 be received in the amount of:

- \$302,516.13

Carried

10.2.2 Report to Council - Audit Presentation Special Meeting

The Director of Finance / Treasurer presented the report as provided in the agenda package. Following discussion, Council agreed with the recommendation to call a Special Meeting on June 29, 2022 for presentation of the Financial Statements.

10.3 GENERAL GOVERNMENT COMMITTEE

Chair Councillor Paul Branconnier / Council

10.3.1 Report to Council - Building Condition Assessment (BCA)

The Chief Administrative Officer presented the report as provided in the agenda package. Following discussion, Council supported the recommendation to award the contract for the Building Condition Assessment to Bold Engineering.

2022-138

Moved by: Councillor Branconnier

Seconded by: Councillor Lemieux

WHEREAS a Request for Quotation was issued requesting proposals to provide Building Condition Assessments for nine (9) municipal buildings;

AND WHEREAS the amount of \$12,800.00 had been allocated in the 2022 Municipal Budget for the completion of the Building Condition Assessments;

AND WHEREAS Tenders were received from the following:

- Green PI Inc. in the amount of \$43,600.00 + HST;
- Bold Engineering Inc. in the amount of \$19,660.00 + HST;
- McIntosh Perry in the amount of \$28,200.00 + HST;
- Accent Building Sciences in the amount of \$23,375.00 + HST; and,
- J.L. Richards & Associates Limited in the amount of \$119,000.00 + HST;

BE IS RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles agrees to award the contract for Building Condition Assessments of nine (9) municipal buildings to Bold Engineering Inc.;

AND BE IT FURTHER RESOLVED THAT additional funds required to complete the Building Condition Assessments be paid for from the Asset Management Reserve.

Carried

10.3.2 Report to Council - Changes to Cemetery Contract

The Clerk presented the report as provided in the agenda package. Following discussion, Council agreed with the recommended changes to the Cemetery Contract.

10.4 HEALTH SERVICES COMMITTEE

Chair Councillor Monica Loftus / Co-Chair Councillor Richard Lemieux
Nil.

10.5 PARKS & RECREATION SERVICES COMMITTEE

Chair Councillor Richard Lemieux / Co-Chair Mayor Paul Schoppmann

10.5.1 Report - Update - Arena Rental Fees

The Chief Administrative Officer presented the report as provided in the agenda package. Following discussion, Council agreed with the recommended changes to the Facilities Fees Schedule.

2022-139

Moved by: Councillor Loftus

Seconded by: Councillor Branconnier

WHEREAS Council has reviewed the proposed changes to the Facilities Fees and Related User Charges being Schedule B of By-Law 2018-44;

AND WHEREAS Council has instructed staff to begin immediate promotion of the arena facilities for the 2022-2023 season;

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles agrees to adopt the Facilities Fees and Related User Charges, updated June 15, 2022, and attached to this Resolution;

AND BE IT FURTHER RESOLVED THAT a By-Law to amend By-Law 2018-44 will be brought to Council at the next meeting.

Carried

10.5.2 Report to Council - Bicycles and Mats

The Chief Administrative Officer presented the report as provided in the agenda package. Following discussion, Council agreed with the recommended the declare the ten (10) bicycles as surplus. Council further recommended that the four (4) small bicycles should be donated to the

school and the six (6) adult bicycles should be sold. The Chief Administrative Officer will evaluate the condition of the mats and consult with the school as to whether they can use them.

2022-140

Moved by: Councillor Loftus

Seconded by: Councillor Lafleur

WHEREAS Council for the Municipality of St.-Charles deems it desirable to declare certain equipment as surplus;

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles declares the following as surplus equipment:

- Ten (10) bicycles

AND BE IT FURTHER RESOLVED THAT Jr. bikes be donated to the Ecole St.-Charles Borromee; and remaining bikes be sold and proceeds used for activities encouraging physical activity.

Carried

10.6 PLANNING & DEVELOPMENT COMMITTEE

Chair Councillor Jackie Lafleur / Co-Chair Councillor Paul Branconnier

10.6.1 Report to Council - Draft Administrative Monetary Penalties System By-Law for Review

The Chief Building Official presented the report as provided in the agenda package. Following discussion, Council agreed with the recommendation to move forward with the Administrative Monetary Penalties By-Law.

10.7 PROTECTION TO PERSONS & PROPERTY COMMITTEE

Chair Councillor Richard Lemieux / Co-Chair Mayor Paul Schoppmann

Nil.

10.8 SOCIAL & FAMILY SERVICES COMMITTEE

Chair Councillor Monica Loftus / Co-Chair Councillor Richard Lemieux

10.8.1 Report to Council - Sudbury East Community Safety and Well-Being Plan (CSWB)

The Mayor reminded Council that the adoption of the Community Safety and Well-Being Plan is a legislated requirement. Following discussion,

Page 8 of 12

Council supported the recommendation to adopt the Sudbury East Community Safety and Well-Being Plan.

2022-141

Moved by: Councillor Loftus

Seconded by: Councillor Lemieux

WHEREAS Council has received and reviewed the Sudbury East Community Safety and Well-Being Plan, prepared by Investigative Solutions Network Inc. on behalf of the Municipalities of French River, Killarney, Markstay-Warren and St.-Charles;

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles agrees to adopt the Sudbury East Community Safety and Well-Being Plan (2022 - 2025).
Carried

10.9 TRANSPORTATION SERVICES COMMITTEE

Chair Councillor Paul Branconnier / Co-Chair Councillor Jackie Lafleur

10.9.1 Report to Council - Update - Resurfacing of Musky Bay and Hickman Roads

Council received the report as provided in the agenda package. Following discussion, Council supported the recommendation to accept the fuel surcharge being imposed by French River Contracting for the resurfacing of Musky Bay Road.

2022-142

Moved by: Councillor Lemieux

Seconded by: Councillor Lafleur

WHEREAS Council has previously awarded the contract for the resurfacing of Musky Bay and Hickman Roads in the Municipality of St.-Charles;

AND WHEREAS due to the rising cost of fuel since the awarding of the contract, French River Contracting has advised that they will be adding a fuel surcharge to the contract price;

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles accepts the fuel surcharge in the amount of \$4,116.25 + HST;

AND BE IT FURTHER RESOLVED THAT these additional funds will be paid from the Canada Community Building Fund.

Carried

10.9.2 Report to Council - Garage Roof Insulation

The Chief Administrative Officer presented the report as provided in the agenda package. Following discussion, Council was in agreement that staff should obtain the first obtain the Building Condition Assessment Report first and then revisit the insulating of the garage roof based on the outcome of the report.

11.0 MANITOULIN-SUDBURY DISTRICT SERVICES BOARD (MSDSB)

Mayor Paul Schoppmann
Nil.

12.0 ST.-CHARLES PUBLIC LIBRARY BOARD (SCPLB)

Councillor Monica Loftus
Nil.

13.0 SUDBURY EAST PLANNING BOARD (SEPB)

Councillor Jackie Lafleur / Councillor Paul Branconnier
Nil.

14.0 SUDBURY EAST MUNICIPAL ASSOCIATION (SEMA)

Mayor Paul Schoppmann / Councillor Richard Lemieux
Nil.

15.0 BY-LAWS

15.1 First and second reading

2022-143

Moved by: Councillor Loftus

Seconded by: Councillor Branconnier

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby gives first and second reading to the following By-Laws:

- By-Law 2022-21 Being a By-Law to Amend By-Law 2019-25 Being a By-Law to Establish Rules and Regulations for the St.-Charles Cemetery; and,
- By-Law 2022-22 Being a By-Law to Provide Standards for the Maintenance and Occupancy of Property in the Municipality of St.-Charles

Carried

15.2 Third and final reading

2022-144

Moved by: Councillor Loftus

Seconded by: Councillor Lemieux

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby gives third reading to and finally passes By-Law 2022-21.

Carried

15.3 Third and final reading

2022-145

Moved by: Councillor Loftus

Seconded by: Councillor Lemieux

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby gives third reading to and finally passes By-Law 2022-22.

Carried

16.0 ADDENDUM (if required and by resolution)

Nil.

17.0 ADJOURNMENT

17.1 Confirmation By-Law

2022-146

Moved by: Councillor Branconnier

Seconded by: Councillor Lafleur

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby gives first and second reading to the following By-Law:

- By-Law 2022-23 Being a By-Law to Confirm the Proceedings of Council at its Committee of the Whole Meeting Held June 1st, 2022; and, at its Regular Meeting of Council Held June 15th, 2022.

Carried

2022-147

Moved by: Councillor Branconnier

Seconded by: Councillor Lafleur

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby gives third reading to and finally passes By-Law 2022-23.

Carried

17.2 Resolution to adjourn the meeting

2022-148

Moved by: Councillor Loftus

Seconded by: Councillor Lafleur

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby adjourns the Regular Meeting of Council at 8:11 p.m. on June 15, 2022.

Carried

MAYOR

CLERK



**The Corporation of the Municipality of
St.-Charles**

MINUTES
**Special Meeting of
Council**

6:00 PM on June 29, 2022
Council Chambers (Municipal Office)
St-Charles, Ontario

MEMBERS PRESENT:	Mayor:	Paul Schoppmann
	Councillor:	Monica Loftus
	Councillor:	Paul Branconnier
	Councillor:	Jackie Lafleur
MEMBERS ABSENT:	Councillor:	Richard Lemieux
STAFF PRESENT:	Chief Administrative Officer:	Denis Turcot
	Clerk:	Tammy Godden
	Director of Finance / Treasurer:	Pamela McCracken
	Chief Building Official:	Andrea Tarini
GUESTS:	KPMG LLP	Tiffancy Cecchetto, CPA, CA
PUBLIC PRESENT:	None	

1.0 MEETING CALLED TO ORDER & ROLL CALL

1.1 Resolution to open the meeting

2022-149

Moved by: Councillor Loftus
Seconded by: Councillor Branconnier

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby opens the Special Meeting of Council at 6:00 p.m. on June 29, 2022.

Carried

Regrets

Councillor Lemieux sent his regrets.

2.0 ADOPTION OF AGENDA

2.1 Resolution to adopt the agenda

2022-150

Moved by: Councillor Lafleur
Seconded by: Councillor Loftus

BE IT RESOLVED THAT the agenda for the Special Meeting of Council held June 29, 2022 be adopted as presented.

Carried

3.0 DISCLOSURES OF PECUNIARY INTEREST

4.0 PRESENTATIONS AND DELEGATIONS

4.1 KPMG - 2021 Audit and Draft Financial Statements **Presenter: Tiffany Cecchetto, CPA, CA**

Ms. Cecchetto presented Council with the draft 2021 Audited Financial Statement and Year-End Audit Report as provided in the agenda package. Ms. Cecchetto advised that the 2021 Audit resulted in an unqualified or clean audit opinion. Ms. Cecchetto advised that our Taxes Receivable have decreased and are below 10% and commended the Municipality for having the Reserves that it has. Following discussion, Council was satisfied with the presentation of the 2021 Audit results and were prepare to approve same.

5.0 ANNOUNCEMENTS AND INQUIRIES BY COUNCIL AND MEMBERS OF THE GENERAL PUBLIC

Nil.

6.0 NOTICE OF MOTIONS

Nil.

7.0 CLOSED SESSION (if necessary and by resolution)

Nil.

8.0 ADOPTION OF MINUTES

Nil.

9.0 STANDING COMMITTEE RECOMMENDATIONS/REPORTS - MOTIONS

9.1 ENVIRONMENTAL SERVICES COMMITTEE

Chair Councillor Paul Branconnier / Co-Chair Councillor Jackie Lafleur

Nil.

9.2 FINANCE COMMITTEE

Chair Councillor Jackie Lafleur / Council

9.2.1 Resolution to approve the Audited Financial Statements

2022-151

Moved by: Councillor Branconnier

Seconded by: Councillor Loftus

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby approves the Audited Financial Statements prepared by KPMG LLP, for the year ending December 31, 2021.

AND BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby receives and accepts the letter prepared by KPMG LLP, dated June 29, 2022.

Carried

9.3 GENERAL GOVERNMENT COMMITTEE

Chair Councillor Paul Branconnier / Council

9.3.1 Report to Council - Request to Park Travel Trailer on Municipal Property During Family Ball Tournament

Page 3 of 6

The Chief Administrative Officer presented the report as provided in the agenda package. Following discussion, Council agreed to permit the request on an interim basis. The Chief Administrative Officer will advise the requester and advise that they must sign an agreement agreeing to the Municipality's terms and must obtain the consent of the organizer of the event.

9.4 HEALTH SERVICES COMMITTEE

Chair Councillor Monica Loftus / Co-Chair Councillor Richard Lemieux
Nil.

9.5 PARKS & RECREATION SERVICES COMMITTEE

Chair Councillor Richard Lemieux / Co-Chair Mayor Paul Schoppmann
Nil.

9.6 PLANNING & DEVELOPMENT COMMITTEE

Chair Councillor Jackie Lafleur / Co-Chair Councillor Paul Branconnier

9.6.1 Report to Council - Subdivision Development - Sewer Hook-up Exemptions

The Chief Building Official presented the report as provided in the agenda package. Following discussion, Council agreed with the recommendation to allow an exemption on the five (5) properties from connecting to the municipal sewer system, provided septic systems are approved by the Health Unit.

9.6.2 Report to Council - Cost and Number of Streetlights Recommended for Council to Install in the Subdivision

The Chief Building Official presented the report as provided in the agenda package. Following discussion, Council agreed with the recommendation for the Municipality to put six (6) street lights in the south part of the subdivision, being two (2) on Greenwood Drive, two (2) on Parkview Avenue, one (1) on Emily Street, and one (1) on Bedard Road. The Developer will put one (1) at the corner of Greenwood Drive and Parkview Avenue, and one (1) at the corner of Parkview Avenue and Emily Street.

9.7 PROTECTION TO PERSONS & PROPERTY COMMITTEE

Chair Councillor Richard Lemieux / Co-Chair Mayor Paul Schoppmann
Nil.

9.8 SOCIAL & FAMILY SERVICES COMMITTEE

Chair Councillor Monica Loftus / Co-Chair Councillor Richard Lemieux
Nil.

9.9 TRANSPORTATION SERVICES COMMITTEE

Chair Councillor Paul Branconnier / Co-Chair Councillor Jackie Lafleur
Nil.

10.0 MANITOULIN-SUDBURY DISTRICT SERVICES BOARD (MSDSB)

Mayor Paul Schoppmann
Nil.

11.0 ST.-CHARLES PUBLIC LIBRARY BOARD (SCPLB)

Councillor Monica Loftus
Nil.

12.0 SUDBURY EAST PLANNING BOARD (SEPB)

Councillor Jackie Lafleur / Councillor Paul Branconnier
Nil.

13.0 SUDBURY EAST MUNICIPAL ASSOCIATION (SEMA)

Mayor Paul Schoppmann / Councillor Richard Lemieux
Nil.

14.0 BY-LAWS

Nil.

15.0 ADDENDUM (if required and by resolution)

Nil.

16.0 ADJOURNMENT

16.1 Confirmation By-law

2022-152

Moved by: Councillor Loftus
Seconded by: Councillor Lafleur

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby gives first and second reading to the following By-Law:

- By-Law 2022-24 Being A By-Law To Confirm The Proceedings Of Council At Its Special Meeting Of Council Held June 29th, 2022

Carried

2022-153
Moved by: Councillor Branconnier
Seconded by: Councillor Loftus

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby gives third reading to and finally passes By-Law 2022-24.

Carried

16.2 Resolution to adjourn the meeting

2022-154
Moved by: Councillor Lafleur
Seconded by: Councillor Loftus

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby adjourns the Special Meeting of Council at 7:01 p.m. on June 29, 2022.

Carried

MAYOR

CLERK



Tony E. Fleming
Direct Line: 613.546.8096
E-mail: tfleming@cswan.com

CONFIDENTIAL

December 20, 2022

SENT BY EMAIL TO: tgodden@stcharlesontario.ca

Mayor and Members of Council
c/o Tammy Godden, Clerk
Municipality of St.-Charles
2 King Street East
St.-Charles, Ontario
P0M 2W0

Dear Mayor and Members of Council:

**RE: Complaint Pursuant to the Code of Conduct - Councillor Monica Loftus
Our File No. 32998-7**

This public report of our investigation is being provided to Council in accordance with Section 223.6(1) of the *Municipal Act*. We note that Section 223.6(3) of the *Municipal Act* requires that Council make the report public. The Clerk should identify on the agenda for the next open session Council meeting that this report will be discussed. Staff should consider whether it is appropriate to place the full report on the agenda in advance of Council deciding how the report should otherwise be made public.

Should Council desire, the Integrity Commissioner is prepared to attend at the open session meeting virtually to present the report and answer any questions from Council.

At the meeting, Council must first receive the report for information. The only decision Council is afforded under the *Municipal Act* is to decide how the report will be made public, and whether to adopt any recommendations made by the Integrity Commissioner. Council does not have the authority to alter the findings of the report, only consider the recommendations.

TEL: 613-544-0211
FAX: 613-542-9814
EMAIL: [INFO@CSWAN.COM](mailto:info@cswan.com)
WEB: WWW.CSWAN.COM

The Integrity Commissioner has included only the information in this report that is necessary to understand the findings. In making decisions about what information to include, the Integrity Commissioner is guided by the duties set out in the *Municipal Act*. Members of Council are also reminded that Council has assigned to the Integrity Commissioner the duty to conduct investigations in response to complaints under the Code of Conduct, and that the Integrity Commissioner is bound by the statutory framework to undertake a thorough process in an independent manner. The findings of this report represent the Integrity Commissioner's final decision in this matter.

PRELIMINARY REVIEW

On November 17, 2022, a complaint was received by our office with respect to Councillor Monica Loftus (the "Member"). The complaint alleged that the Member attempted to influence staff of the Municipality to benefit her spouse, who was, or had been, employed by the Municipality.

The Code of Conduct and the *Municipal Act* provide the Integrity Commissioner with powers which include the ability to interview witnesses and review documents deemed relevant to the investigation process. In conducting the preliminary review, our process included:

- Reviewing the complaint protocol;
- Reviewing the relevant provisions of the *Municipal Act*;
- Providing a copy of the request for inquiry and supporting materials to the Member, with a request for any written response to be provided within 10 days;
- Reviewing the Member's Response; and
- Reviewing all submissions and analyzing the merit of the request for an investigation.

During the preliminary review we assume that the facts as set out in the complaint are true. We do this not for purposes of finding a breach, but to test the merit of the complaint. In other words, if the alleged behaviour in fact occurred, would that amount to a breach of the Code of Conduct? If the behaviour would constitute a breach, we undertake a full investigation to determine whether the allegations are true. If the behaviour, even if true, would not constitute a breach there is no reason to undertake a full investigation. It is important to understand that we make no finding of fact during the preliminary review - we simply assume the facts are true as a method to assess the merit of the complaint at this stage.

After conducting the preliminary review, the Integrity Commissioner found that some or all of the behaviour complained of would, if the allegations were true, constitute a breach or breaches of the Code of Conduct and/or the *MCLA*. As a result, the Integrity Commissioner undertook an investigation of the allegations.

FACTS:

In September, 2022, the Member's spouse was hired by the Municipality. Some weeks later, in November, there was a discussion in which several individuals present understood that the Member's husband quit his employment. Later that day, and again the next day, the Member reached out to the CAO and a fellow Councillor to discuss the situation.

The facts described above were admitted to by the Member, who acknowledged that she spoke to the two individuals in question about this situation. In order to better understand what transpired, we interviewed both individuals. They were forthcoming and cooperative, and accordingly we accept their accounts as true.

First, the Member reached out to a fellow Councillor by both text and telephone. She initially expressed to the Councillor that she felt her husband had been mistreated in his employment, and requested the Councillor to look into the matter. She subsequently texted him several times over the next few days, to which he did not respond. Eventually, the Councillor advised the Member that he felt she had a conflict of interest, and would not be speaking to her about this.

The Member also met with the Municipality's CAO, in person at the Municipal offices. She clarified that she was there not as a Councillor, but as a concerned spouse, and that she was not attempting to influence the staff member. She expressed concern that her husband's employment status was now unclear, and suggested the CAO send a letter clarifying the matter. According to the CAO, he had already planned to do so.

Code of Conduct

6.5.3

In addition to pecuniary interests, Members must perform their duties impartially, such that an objective, reasonable observer would conclude that the Member is exercising their duties objectively and without undue influence. Each Member shall govern their actions using the following as a guide:

....

- e) do not make decisions or attempt to influence any other person for the purpose of benefitting yourself, other Members, Staff, friends, business colleagues or Family Members, or any organization that might indirectly benefit such individuals;

- f) do not put yourself in the position where a decision would give preferential treatment to other Members, Staff, friends, business colleagues or Family Members, or any organization that might indirectly benefit such individuals;
....

6.5.5 Every Member has the following obligations:

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

Analysis:

Section 6.5.2 of the Code stipulates that a pecuniary interest of a family member of the Member shall also be the personal pecuniary interest of the Member. Gainful employment with the Municipality creates a clear pecuniary interest for the Member's spouse and, therefore, places her in a conflict of interest position on any matters pertaining to his employment including, necessarily, the question of whether he was still an employee of the Municipality.

Once the Member found herself in a conflict of interest, the Code provides clear instructions as to how she should have conducted herself. Subsection 6.5.3 prohibits a member from using their position to influence decisions for a private benefit, while subsection 6.5.5 creates a list of steps to be taken in conflict situations. This subsection in particular places a clear burden on the Member herself to inquire as to possible conflict of interest, and take steps to avoid it, up to and including "refusing involvement" in the matter.

We understand that, in her conversation with the CAO, the Member stated she was there as a spouse and not a Councillor. Respectfully, this is a distinction without a difference: once elected to Council, members have obligations to the Municipality that, at law, must come first and foremost. A Member cannot avoid their obligations under the Code of Conduct by simply stating that they are acting in a personal capacity.

The discussions the Member had with the CAO remained relatively high level, consisting of communicating that her husband was not clear whether he was still employed, and requesting a letter be sent clarifying this status. The Member's role in this conversation appears to have been more of a go-between than an advocate. During our interview, the CAO confirmed that he did not feel pressured or influenced, and that the only request of the Member – to send a letter to her husband clarifying whether he was still employed – was an action he intended to take anyway. We do not find that this conversation constituted influence or seeking a benefit for herself or her husband, and therefore do not find that it violated subsection 6.5.3. However, this conversation did violate section 6.5.5 (d), which required the Member to refuse to be involved “in any way” in the matter, including, explicitly, holding or participating in meetings. The Member's conduct in insisting that the CAO meet with her to discuss her husband's employment status undeniably breached this duty.

We make a different finding with respect to the Member's call to a fellow Councillor. In that case, the Member listed some of her husband's grievances, asserted he had been mistreated, and asked the Councillor to “look into it”. This was clearly an attempt to influence his actions, and to obtain a benefit for her husband. As a result, this conversation violated both 6.5.3 and 6.5.5.

Conclusion

The Integrity Commissioner finds that the Member breached section 6.5.3 once, and 6.5.5 twice. Her conduct in this matter raises serious concerns with respect to conflicts of interest, and the need for Council members to refrain from using their position to the benefit of family or friends. In particular, it is important that members understand there is no such thing as “taking off their Councillor hat” and acting as a spouse, friend, or concerned citizen. Once elected, members are constantly wearing their “Councillor hat” until the next election. In a small municipality in particular, it is not unusual that a member of Council may find that their spouse, friends, or family work for the municipality; Council's response to this situation should send the clear message that members are expected to conduct themselves appropriately and follow the Code in such situations.

Based on the foregoing, we recommend that Council suspend the pay of the Member for a period of 15 days.

Sincerely,

Cunningham, Swan, Carty, Little & Bonham LLP



Tony E. Fleming, C.S.
LSO Certified Specialist in Municipal Law
(Local Government / Land Use Planning)
Anthony Fleming Professional Corporation

TEF:jm



ONTARIO
AGRICULTURAL COLLEGE

SCHOOL OF ENVIRONMENTAL DESIGN
AND RURAL DEVELOPMENT

January 18, 2022

RE: Letter of Information and Invitation to Participate in a Research Study

*Identifying Supports and Structures to Help Small and Rural Communities in
Northern Ontario Respond to Disruption*

My name is Leith Deacon, and I am an Associate Professor at the University of Guelph. This letter serves as a formal invitation to municipalities in Northern Ontario with populations <10,000, to participate in a research study that is exploring the experience(s) of small and rural Northern Ontario communities' COVID-19 response. The study's purpose is to identify supports and structures that would help small/rural communities in Northern Ontario respond to future disruption.

This project is taking place from September 2022 until August 2023. If you choose to participate, we will ask to:

1. Gain access to council and committee agendas and minutes for the period of January 2020 through June 2022.
2. Interview one elected leader and one municipal management-level staff, ideally both individuals held their roles during the period identified above.
3. Invite one participant from your municipality to attend an in-person focus group discussion to explore the findings; all expenses will be reimbursed.

If you have any questions about this study, please contact:

Leith Deacon, PhD
School of Environmental Design and Rural Development
Landscape Architecture Building
University of Guelph
Guelph, Ontario, Canada N1G 2W1
Leith.Deacon@uoguelph.ca
519-824-4120 ext. 52521

To indicate your municipality's interest in participating in this study, please review the document below and return the expression of interest, signed, to pderbedr@uoguelph.ca

Sincerely,

Leith Deacon

School of Environmental Design and Rural Development
50 Stone Road East
Guelph, Ontario, Canada N1G 2W1
T 519-824-4120 x52521
Leith.Deacon@uoguelph.ca
uoguelph.ca

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Project Title: Identifying Supports and Structures to Help Small and Rural Communities in Northern Ontario Respond to Disruption.

Primary Investigator: Leith Deacon, PhD
Associate Professor
School of Environmental Design and Rural Development
University of Guelph
Guelph, Ontario, Canada N1G 2W1
519-842-4120 ex. 52521
Email: Leith.Deacon@uoguelph.ca

Collaborators: Amanda Mongeon, MEd, PhD Student
School of Environmental Design and Rural Development
University of Guelph
Guelph, Ontario, Canada N1G 2W1
705-648-2565
Email: amongeon@uoguelph.ca

Kate Mulligan, PhD
Adjunct Professor
School of Environmental Design and Rural Development
University of Guelph
Guelph, Ontario, Canada N1G 2W1
Email: kate.mulligan@utoronto.ca

Portia Derbedrosian, MSc
Research Assistant
School of Environmental Design and Rural Development
University of Guelph
Guelph, Ontario, Canada N1G 2W1
Email: pderbedr@uoguelph.ca

Background:

My name is Leith Deacon, and I am an Associate Professor at the University of Guelph. The purpose of this letter is to invite you to participate in a study exploring the experience of small and rural Northern Ontario communities' COVID-19 response. Financial support for this project is provided by the Canadian Institutes for Health Research (CIHR).

Purpose of the Study:

The purpose of this study is to identify supports and structures that would help small/rural communities in Northern Ontario to respond to disruption more effectively. The research has four objectives:

1. To identify municipal decisions related to the COVID-19 pandemic.

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T 519-824-4120 x52521
Leith.Deacon@uoguelph.ca
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2. To explore successes and challenges experienced by small and rural communities in responding to the COVID-19 pandemic.
3. To identify supports and structures that will help small and rural communities more effectively respond to disruption.
4. To compile and share findings from research to inform policy and practice.

Eligibility:

Fourteen municipalities with populations <10,000 that are located within the areas served by any of the following 7 public health units are eligible to participate in this study: Northwestern, Thunder Bay and District, Algoma, Porcupine, Timiskaming, North Bay Parry Sound District, Sudbury, and Districts.

Research Procedures:

Participating municipalities will be asked to identify one elected representative and one senior staff member, who held their role during the COVID-19 pandemic i.e., from January 2020 through June 2022. Each will be invited to take part in an online 90-minute interview, and the municipality will be asked to identify one of these individuals to participate in an in-person 2.5-hour focus group. Interviews will be audio and video recorded and the focus group will be audio recorded. Each participating municipality will be asked to grant the research team access to agendas and minutes from council and committee meetings for the time indicated above.

Risks and Benefits:

There are very few foreseen risks to participation in this study.

Psychological risks: All participants will be taking part within their professional role, and risk within this study is less than anything that would be encountered within other aspects of their work. There may be some degree of worry related to recalling the stress associated with working during the COVID pandemic. Meeting documents included in the study are all understood to be in the public domain and therefore do not involve risks.

There are no direct benefits to your participation in this study. This research will contribute to informing policy and practice related to governance in small and rural communities. It is expected to benefit participating communities as well as rural communities elsewhere in Ontario and Canada. You do not waive any legal rights by agreeing to take part in this study. Findings will be shared at one or more research conferences, through publication in an academic journal, and within the PhD dissertation of Amanda Mongeon. Any participant, alongside their respective municipality, will not be identified directly or indirectly unless said participant and associated municipality provide written consent allowing for identification within the research.

One researcher is employed by the Timiskaming Health Unit; refusing to participate in this research will not impact any relationship you may have with Timiskaming Health Unit.

Confidentiality and Anonymity:

This study will not identify participating municipalities without express written permission. Participation in this study is voluntary. Individuals may refuse to participate, refuse to answer any questions and individuals or municipalities may withdraw from the study at any time with no effect

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to their future by contacting the researcher or stating in the moment. As a municipality you may withdraw from the study up until March 21, 2023, and all data associated with your municipality will be destroyed. Interview participants can request to have any collected data withdrawn from the study up until May 1, 2023. Due to the nature of focus groups, participant contributions after May 1 will not be able to be withdrawn; data will not be destroyed and will be kept. All possible steps will be taken to help ensure confidentiality; however, it is possible that information provided may enable identification among study participants. Individuals will be given the choice to share their name in their consent form. All collected data will be stored on recording devices, hard drives, and portable jump drives which will be encrypted using advanced file security software (Bitlocker: www.uoguelph.ca/ccs/encryption). Please note that confidentiality cannot be guaranteed while data is in transit over the internet.

Identifiable data will be kept until submission of results for publication (typically 3 – 6 months after conclusion of project). Non-identifiable data will be kept for a maximum of 5 years in a secure location at which time, all recorded information will be destroyed and disposed of. During this time, all members of the research team will have access to the data.

Municipalities will not be paid to participate in this study; however, if not already planning to attend the conference at which the focus group takes place, focus group participants will be refunded for their costs related to travel, food, and accommodations. Those already attending will not be reimbursed for their costs.

Ethics:

This project has been reviewed by the Research Ethics board for compliance with federal guidelines for research involving human participants. If you have questions regarding your rights and welfare as a research participant in this study (REB #22-10-010), please contact: Manager, Research Ethics, University of Guelph; reb@uoguelph.ca; (519)-824-4120 Ext. 56606

I, who possesses the power to sign on behalf of the municipality, have read the letter of information and agree, on behalf of the municipality, to participate. All questions have been answered to my satisfaction.

Printed Name

Signature

Date

Municipality

School of Environmental Design and Rural Development
50 Stone Road East
Guelph, Ontario, Canada N1G 2W1
T 519-824-4120 x52521
Leith.Deacon@uoguelph.ca
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From: Morphet, Connie [Connie.Morphet@msdsb.net]
Sent: Friday, January 20, 2023 8:40 PM
To: Deb MacDonald [dmacdonald@assignack.ca]; Freda Bond [fbond@assignack.ca]; 'edance@billingstwp.ca' [edance@billingstwp.ca]; Billings Clerk Treasurer (clerktreasurer@billingstwp.ca) [clerktreasurer@billingstwp.ca]; Brent St. Denis [brentstdenis@gmail.com]; clerk@gordonbarrieisland.ca; Ruth Frawley (centralm@amtelecom.net) [centralm@amtelecom.net]; pgilchrist787@gmail.com; Burpee & Mills (burpeemills@vianet.ca) [burpeemills@vianet.ca]; Tehkummah [clerk.administrator@tehkummah.ca]; Barb Deforge [Deputytreasurer@tehkummah.ca]; 'dwilliamson@townofnemi.on.ca' [dwilliamson@townofnemi.on.ca]; Sheryl Wilkin (swilkin@townofnemi.on.ca) [swilkin@townofnemi.on.ca]; Stasia Carr [scarr@gorebay.ca]; 'mlalonde@gorebay.ca' [mlalonde@gorebay.ca]; Candy Beauvais [cbeauvais@municipalityofkillarney.ca]; Julie Solomon [jsolomon@municipalityofkillarney.ca]; 'admin@baldwin.ca' [admin@baldwin.ca]; Les Jones (jonesl@chapleau.ca) [jonesl@chapleau.ca]; 'Patricia Demers' [pdemers@chapleau.ca]; Allan Hewitt [ahewitt@espanola.ca]; clerk@frenchriver.ca; Marc Fleury [treasurer@frenchriver.ca]; Lucie Rochon [deputytreasurer@frenchriver.ca]; 'sfortin@markstay-warren.ca' [sfortin@markstay-warren.ca]; Markstay-Warren [rforgette@markstay-warren.ca]; 'Suzanne Fortin' [treasurer@markstay-warren.ca]; 'nairncentre@personainternet.com' [nairncentre@personainternet.com]; 'awhalen@sables-spanish.ca' [awhalen@sables-spanish.ca]; rclare@sables-spanish.ca; Denis Turcot [dturcot@stcharlesontario.ca]; Tammy Godden [tgodden@stcharlesontario.ca]; Pamela McCracken [PMcCracken@stcharlesontario.ca]
CC: Stewart, Donna [donna.stewart@msdsb.net]; Parkinson, Joshua [joshua.parkinson@msdsb.net]
Subject: Manitoulin-Sudbury DSB Final_2023_Apportionment
Attachments: Final_2023_Apportionment.pdf; 2023_Budget_Summary.pdf

All,

Please find the 2023 Apportionment, and the 2023 Budget approved at the Board meeting on January 19, 2023.

The monthly invoices will be sent out next week.

Thanks,

Connie Morphet
Director of Finance and Administration
Manitoulin-Sudbury DSB
210 Mead Blvd.
Espanola, ON
P5E 1R9
705-222-0496 (direct line)
705-862-7805 (Fax)
705-698-0822 (cell)



Total Municipal 2023 Apportionment												
Municipality	Land Ambulance	% of EMS Apport.	Social Housing	% of Social Housing Apport.	Ontario Works	% of Ontario Works Apport.	Child Care	% of Child Care Apport.	2023 Municipal Apportionment	Power Dam Apport.	Total 2023 Municipal Apportionment	% of Total
	\$		\$		\$		\$				\$	
Assignack	257,741	3.56%	83,452	3.56%	33,627	3.56%	23,800	3.56%	398,620		398,620	3.56%
Gordon & Barrie Island	197,752	2.73%	64,029	2.73%	25,798	2.73%	18,260	2.73%	305,839		305,839	2.73%
Cockburn Island	16,650	0.23%	5,390	0.23%	2,172	0.23%	1,538	0.23%	25,750		25,750	0.23%
Billings	243,900	3.37%	78,970	3.37%	31,821	3.37%	22,522	3.37%	377,213		377,213	3.37%
Central Manitoulin	545,740	7.54%	176,701	7.54%	71,201	7.54%	50,394	7.54%	844,036		844,036	7.54%
Burpee & Mills	103,302	1.43%	33,447	1.43%	13,478	1.43%	9,539	1.43%	159,766		159,766	1.43%
Tehkummah	106,532	1.47%	34,493	1.47%	13,899	1.47%	9,837	1.47%	164,761		164,761	1.47%
NEMI	728,117	10.06%	235,751	10.06%	94,995	10.06%	67,234	10.06%	1,126,097		1,126,097	10.06%
Gore Bay	96,634	1.34%	31,288	1.34%	12,608	1.34%	8,923	1.34%	149,453		149,453	1.34%
Killarney	447,046	6.18%	144,745	6.18%	58,325	6.18%	41,280	6.18%	691,396		691,396	6.18%
Baldwin	83,444	1.15%	27,018	1.15%	10,887	1.15%	7,705	1.15%	129,054		129,054	1.15%
Chapleau	133,753	1.85%	43,307	1.85%	17,450	1.85%	12,351	1.85%	206,861		206,861	1.85%
Espanola	689,898	11.07%	223,377	11.07%	90,009	11.07%	63,705	11.07%	1,066,989	171,793	1,238,782	11.07%
French River	810,435	11.20%	262,404	11.20%	105,735	11.20%	74,836	11.20%	1,253,410		1,253,410	11.20%
Markstay-Warren	393,892	5.44%	127,535	5.44%	51,390	5.44%	36,372	5.44%	609,189		609,189	5.44%
Nairn & Hyman	94,198	1.41%	30,500	1.41%	12,290	1.41%	8,698	1.41%	145,686	11,998	157,684	1.41%
Sables-Spanish Rivers	453,224	6.34%	146,746	6.34%	59,131	6.34%	41,851	6.34%	700,952	8,314	709,266	6.34%
St Charles	268,396	3.71%	86,902	3.71%	35,017	3.71%	24,784	3.71%	415,099		415,099	3.71%
Total Organized Municipalities	5,670,654	80.10%	1,836,055	80.10%	739,833	80.10%	523,629	80.10%	8,770,171	192,105	8,962,276	80.10%
			0	0.00%	0	0.00%	0	0.00%	0		0	0.00%
TWOMO	1,439,674	19.90%	466,140	19.90%	187,830	19.90%	132,940	19.90%	2,226,584		2,226,584	19.90%
Total Municipal Share Budget	7,110,328	100.00%	2,302,195	100.00%	927,663	100.00%	656,569	100.00%	10,996,755	192,105	11,188,860	100.00%



2023 Municipal Weighted Assessment Compared to 2022 Municipal Weighted Assessment with 2023 Apportionment							
Municipality	2023 Weighted Assessment		2022 Weighted Assessment		% change	2023 Apportionment \$	2023 Apport %
	\$	%	\$	%			
Assiginack	192,771,003	4.55%	190,312,354	4.54%	0.00%	398,620	3.56%
Gordon & Barrie Island	147,903,716	3.49%	146,352,665	3.49%	-0.01%	305,839	2.73%
Cockburn Island	12,451,550	0.29%	11,424,250	0.27%	0.02%	25,750	0.23%
Billings	182,418,900	4.30%	180,379,300	4.31%	0.00%	377,213	3.37%
Central Manitoulin	408,172,247	9.62%	402,365,231	9.60%	0.02%	844,036	7.54%
Burpee & Mills	77,262,417	1.82%	75,716,924	1.81%	0.01%	159,766	1.43%
Tehkummah	79,677,753	1.88%	78,759,633	1.88%	0.00%	164,761	1.47%
NEMI	544,576,563	12.84%	539,352,971	12.87%	-0.03%	1,126,097	10.06%
Gore Bay	72,274,900	1.70%	71,381,295	1.70%	0.00%	149,453	1.34%
Killarney	334,356,365	7.88%	330,334,805	7.88%	0.00%	691,396	6.18%
Baldwin	62,410,061	1.47%	61,813,106	1.48%	0.00%	129,054	1.15%
Chapleau	100,037,168	2.36%	98,986,415	2.36%	0.00%	206,861	1.85%
Espanola	515,991,582	12.17%	511,771,264	12.22%	-0.05%	1,238,782	11.07%
French River	606,143,911	14.29%	596,703,557	14.24%	0.05%	1,253,410	11.20%
Markstay-Warren	294,601,648	6.95%	291,518,056	6.96%	-0.01%	609,189	5.44%
Nairn & Hyman	70,452,920	1.66%	70,933,823	1.69%	-0.03%	157,684	1.41%
Sables-Spanish Rivers	338,977,091	7.99%	334,277,706	7.98%	0.01%	709,266	6.34%
St Charles	200,739,995	4.73%	197,092,921	4.70%	0.03%	415,099	3.71%
Total Organized Municipalities	4,241,219,789	100.00%	4,189,476,278	100.00%	0.00%	8,962,276	80.10%
TWOMO						2,226,584	19.90%
Total Municipal Share Budget						11,188,860	100.00%

2023 TOTAL BUDGET

Cost Centre	2023 Total Budget	2022 Total Budget	% Variance Gross Program	2023 Fed/Prov Share	2022 Fed/Prov Share	2023 Municipal Share	2022 Municipal Share	Municipal Variance	% Variance Program	% Variance of Total Municipal
Ontario Works Programs	8,347,827	7,992,665	4.44%	7,624,346	7,286,047	723,481	706,618	16,863	0.00%	0.16%
OW Program Support	639,100	672,826		319,550	336,413	319,550	336,413	(16,863)		
Net Ontario Works	8,986,927	8,665,491		7,943,896	7,622,460	1,043,031	1,043,031	0		0.00%
Children's Services	10,630,541	9,600,069	10.73%	10,364,539	9,335,961	266,002	264,108	1,894	0.00%	
CS Program Support	424,605	426,499		22,569	22,569	402,036	403,930	(1,894)		
Net Children's Services	11,055,146	10,026,568		10,387,108	9,358,530	668,038	668,038	0		0.00%
Community Housing	2,344,986	2,444,245	-4.06%	501,698	656,169	1,843,288	1,788,076	55,212	1.90%	0.51%
Housing Program Support	499,125	510,700		0	0	499,125	510,700	(11,575)		
	2,844,111	2,954,945		501,698	656,169	2,342,413	2,298,776	43,637		
Investment in Affordable Housing Program	795,185	605,616		795,185	605,616	0	0	0		
Net Community Housing	3,639,296	3,560,561		1,296,883	1,261,785	2,342,413	2,298,776	43,637		0.40%
Paramedic Services	20,449,401	18,659,816	9.59%	14,262,125	12,676,622	6,187,276	5,983,194	204,082	3.98%	1.88%
Paramedic Services Program Support	1,047,265	974,344				1,047,265	974,344	72,921		
Net Paramedic Services	21,496,666	19,634,160		14,262,125	12,676,622	7,234,541	6,957,538	277,003		2.55%
Program Budget	42,567,940	39,302,411	1.00%	33,547,893	30,560,415	9,020,047	8,741,996	278,051		2.56%
Program Support	2,610,095	2,584,369		342,119	358,982	2,267,976	2,225,387	42,589		
Subtotal	45,178,035	41,886,780		33,890,012	30,919,397	11,288,023	10,967,383	320,640		
Interest Revenue	(99,163)	(99,163)		0	0	(99,163)	(99,163)	0		
Net Budget	45,078,872	41,787,617		33,890,012	30,919,397	11,188,860	10,868,220	320,640		2.95%
Total Budget Increase (Decrease)	7.88%	3,291,255		9.61%	2,970,615	Total Municipal Variance		320,640	2.95%	

Ontario Works Budget

	Page #	2023 Budget	2023 Municipal Share	2023 Provincial Share	2022 Budget	2022 Municipal Share	2022 Provincial Share	Municipal Variance	2022 Forecast	2021 Actual
Program Allowances	38	5,135,332	-	5,135,332	4,892,476	-	4,892,476	-	4,707,957	4,311,344
Discretionary Benefits	38	187,740	-	187,740	181,577	-	181,577	-	161,698	148,760
Social Assistance Restructuring		120,400	120,400	-	120,400	120,400	-	-	120,400	120,400
Program Delivery	39	2,336,831	922,631	1,414,200	2,336,831	922,631	1,414,200	-	2,336,831	2,341,231
Employment Ontario	42	368,024	-	368,024	368,024	-	368,024	-	368,024	370,788
Homeless Prevention Program (HPP)	43	838,600	-	838,600	766,183	-	766,183	-	821,767	1,174,372
Total		8,986,927	1,043,031	7,943,896	8,665,491	1,043,031	7,622,460	-	8,516,677	8,466,895
OW Program Municipal Share Change								0.00%		
Impact on Municipal Share of Total DSB Budget								0.00%		

Public Document

Children's Services Budget

	Page #	2023 Budget	2023 Municipal Share	2023 Subsidy	2022 Budget	2022 Municipal Share	2022 Subsidy	Total Budget Variance	Municipal Variance	Provincial Variance	2022 Forecast	2021 Actual
Fee Subsidy		50,453	-	50,453	655,362	38,994	616,368	(604,909)	(38,994)	(565,915)	232,367	184,753
OW Formal / Informal		91,068	-	91,068	121,424	24,285	97,139	(30,356)	(24,285)	(6,071)	98,657	121,424
Wage Enhancement		408,148	-	408,148	432,832	-	432,832	(24,684)	-	(24,684)	408,148	383,219
Operating Grant		3,449,660	167,715	3,281,945	2,809,085	62,136	2,746,949	640,575	105,579	534,996	3,452,882	3,348,468
Special Needs Resourcing		665,000	-	665,000	665,000	42,300	622,700	-	(42,300)	42,300	582,827	481,664
Capacity Building		382,250		382,250	381,075		381,075	1,175	-	1,175	376,075	344,376
Play Based		127,500		127,500	85,000		85,000	42,500	-	42,500	84,999	84,999
Expansion		2,404,218	150,000	2,254,218	2,476,453	150,000	2,326,453	(72,235)	-	(72,235)	2,476,453	2,393,483
Repairs and Maintenance		127,500		127,500	85,000		85,000	42,500	-	42,500	85,000	86,977
Canada Wide ELCC		758,908		758,908		-	-	758,908	-	758,908	284,590	-
CWELCC Administration		75,891		75,891			-	75,891	-	75,891	81,437	-
EarlyON	46	1,762,246	-	1,762,246	1,663,098	-	1,663,098	99,148	-	99,148	1,762,246	1,663,098
EarlyON Administration	46	147,533		147,533	137,386		137,386	10,147	-	10,147	147,533	137,386
Administration	45	604,772	350,323	254,449	514,853	350,323	164,530	89,919	-	89,919	513,162	522,822
Total		11,055,146	668,038	10,387,108	10,026,568	668,038	9,358,530	1,028,578	-	1,028,578	10,586,376	9,752,669
Child Care Program Municipal Share Change									0.00%			
Impact on Municipal Share of Total DSB Budget									0.00%			

Public Document

Community Housing Budget

	Page #	2023 Budget	2023 Municipal Share	2023 Provincial Share	2022 Budget	2022 Municipal Share	2022 Provincial Share	Budget Variance	Municipal Variance	Provincial Variance	2022 Forecast	2021 Actual
Public Housing	48	1,772,896	1,728,523	44,373	1,874,736	1,830,920	43,816	(101,840)	(102,397)	557	1,711,402	1,387,859
Non-Profit Providers	50	576,553	269,228	307,325	614,954	228,401	386,553	(38,401)	40,827	(79,228)	557,231	696,581
Transfer to Reserve	52	494,662	344,662	150,000	465,255	239,455	225,800	29,407	105,207	(75,800)	465,255	452,897
Community Housing		2,844,111	2,342,413	501,698	2,954,945	2,298,776	656,169	(110,834)	43,637	(154,471)	2,733,888	2,537,337
100% Prov Funding	51	795,185	-	795,185	605,616	-	605,616	189,569	-	189,569	869,083	794,288
Total		3,639,296	2,342,413	1,296,883	3,560,561	2,298,776	1,261,785	78,735	43,637	35,098	3,602,971	3,331,625
Community Housing Municipal Share Change									1.90%			
Impact on Municipal Share of Total DSB Budget									0.40%			

Public Document

Paramedic Services

	page #	2023 Budget	2022 Budget	Variance	2022 Forecast	2021 Actual
Salaries & Wages	55	10,444,822	9,957,573	487,249	9,787,790	9,161,911
Employee Benefits	55	3,206,482	3,028,274	178,208	2,765,059	2,870,560
Transportation & Communication	56	412,862	361,405	51,457	393,476	474,374
Services & Rentals	57	1,650,905	1,446,122	204,783	1,683,898	1,445,735
Supplies & Equipment	60	190,966	190,966	-	205,599	258,196
Vehicles	61	865,835	757,938	107,897	757,938	728,786
Community Paramedicine Revenue	55	(86,956)	(28,000)	(58,956)	(28,000)	(28,000)
		16,684,916	15,714,278	970,638	15,565,760	14,911,562
Community Paramedicine	62	1,000,000	1,000,000	0	1,000,000	-
Patient Transfer Service	63	760,000	460,000	300,000	343,752	354,527
Wiikwemikoong Paramedic Services	64	3,051,750	2,459,882	591,868	2,459,882	2,063,840
Total		21,496,666	19,634,160	1,862,506	19,369,394	17,329,929

Paramedic Services Municipal Share	277,003
Paramedic Services Program Municipal Share Change	3.98%
Impact on Municipal Share of Total DSB Budget	2.55%

Public Document

January 25, 2023

Hon. Steven Lecce, Minister of Education
MPP Bob Bailey, Sarnia-Lambton
County of Lambton
Municipalities of Lambton County and Ontario

Via email

During the December 12, 2022, regular meeting of council, the following resolution was passed:

Moved: Bill Clark Seconded: Debb Pitel

WHEREAS in the Province of Ontario, municipalities are responsible to conduct the election process on behalf of the school boards; and

WHEREAS an extensive amount of resources, time and management to advertise, co-ordinate and complete these trustee elections is placed on the municipality; and

WHEREAS municipalities do not receive any compensation or re-imbursement for use of orchestration of the school board trustee elections.

THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Town of Petrolia request that staff forward this motion to the Hon. Steven Lecce, Minister of Education, MPP Bob Bailey, Ontario Municipal Councils and the County of Lambton requesting that school boards become responsible for conducting their own trustee elections or at minimum municipalities be compensated by the school boards for overseeing such trustee elections;

Carried

Kind regards,

Original Signed

Mandi Pearson
Clerk/Operations Clerk

Phone: (519)882-2350 • Fax: (519)882-3373 • Theatre: (800)717-7694

411 Greenfield Street, Petrolia, ON, N0N 1R0

www.town.petrolia.on.ca





January 30th, 2023

Monique, Paul, and Vincent Proulx
174 Beauparlant Road
St. Charles ON P0M 2W0

Dear Monique, Paul, and Vincent Proulx:

Re: **Consent Application – SEPB File No. B/08/23/SC**
Owners: Monique, Paul, and Vincent Proulx
Part of Lot 3, Concession 1
in the Township of Appleby
now in the Municipality of St. Charles
Territorial District of Sudbury
Parcel 1009 Sudbury East Section
(Roll No. 5204-000-003-113-00)

This will acknowledge receipt of your request for a consent, received by this office on January 17th, 2023. The file has been assigned **Application number B/08/23/MW**.

A summary review of the application would indicate that it contains all the prescribed information and material under the Planning Act, R.S.O. 1990, Chapter P.13. As such, the Planning Board will begin processing the application as soon as possible. You will be advised of the date when the application will be considered as soon as it is set.

Please quote both the application number and the assessment roll number on any correspondence with this office.

Should you have any questions, please do not hesitate to contact our office.

Yours truly,

‘Matthew Dumont’

Matthew Dumont, MCIP, RPP
Director of Planning

MD:nr

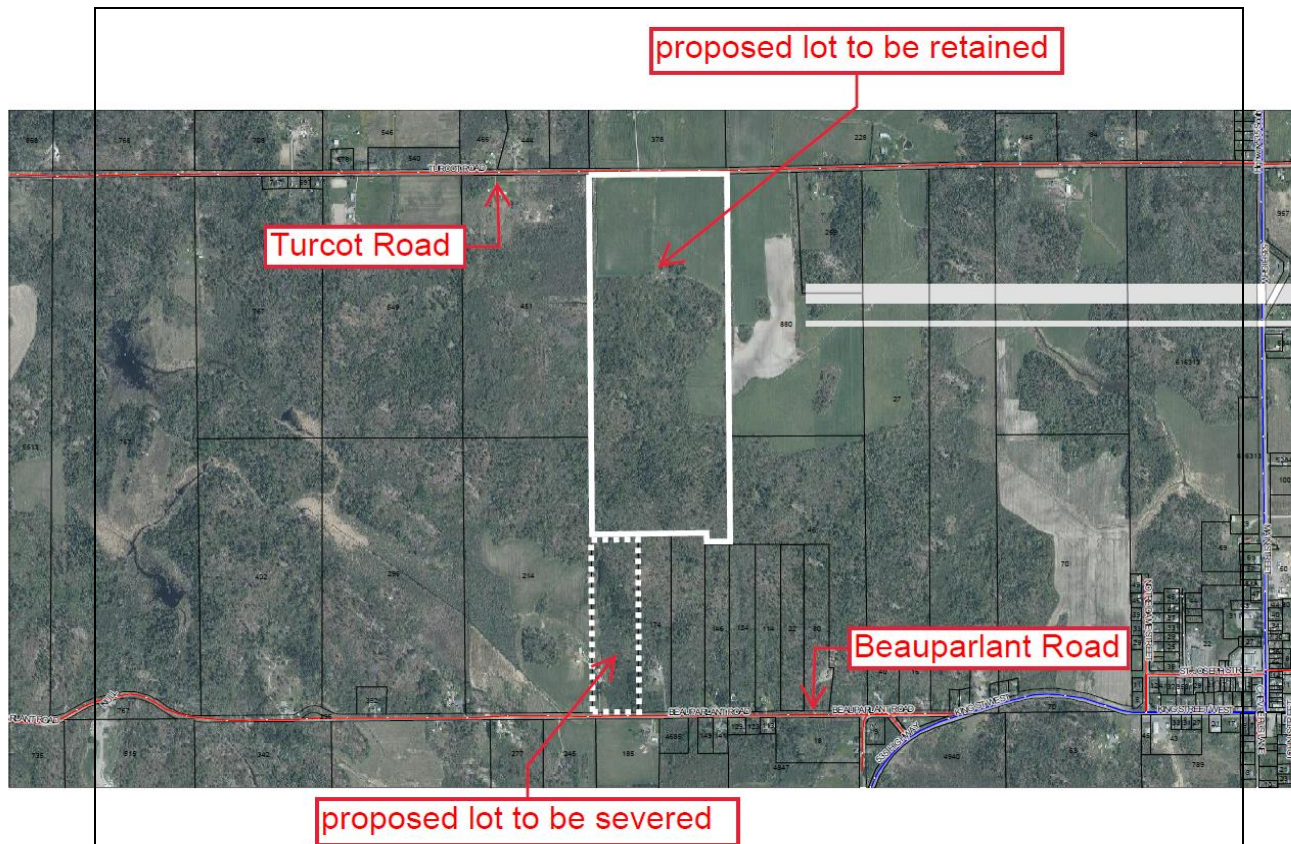
Encl.

Copy: Municipality of St. Charles



KEY MAP

Consent Application
 (Monique, Paul, and Vincent Proulx)
 Part of Lot 3, Concession 1
 in the Township of Appleby
 now in the Municipality of St. Charles
 Territorial District of Sudbury
 Parcel 1009 Sudbury East Section
 (Roll No. 5204-000-003-113-00)
 (SEPB File No. B/08/23/SC)



AERIAL PHOTOGRAPHY
 Consent Application
 (Monique, Paul, and Vincent Proulx)
 Part of Lot 3, Concession 1
 in the Township of Appleby
 now in the Municipality of St. Charles
 Territorial District of Sudbury
 Parcel 1009 Sudbury East Section
 (Roll No. 5204-000-003-113-00)
 (SEPB File No. B/08/23/SC)



CONSENT APPLICATION FORM

FOR OFFICE USE ONLY:	DATE STAMP - RECEIVED
Application No. <u>B/08/23/SC</u>	<div>RECEIVED</div> <div>JAN 17 2009</div>
Application Fee: <u>\$950.00</u>	
Received by: <u>MD</u>	
Assigned to: _____	
Assessment Roll No. <u>5204-000-063-113-00</u>	
Official Plan Designation: _____	
Zoning Classification: _____	

All application questions must be answered.

Incomplete applications shall be returned to the applicant (please type or print in ink).

- Registered Owner(s): Monique, Paul, Vincent Proulx
- Address: 174 Beauparlant Rd St-Charles On Pomawo
- Tel Nos.: 705 867 5362 E-mail: monique.paul.proulx@gmail.com
- Agent: (if applicable) _____
- Address: _____
- Tel Nos.: _____ E-mail: _____
- The type and the purpose of the proposed transaction (i.e. - transfer for the creation of a new lot, a lot addition, a right-of-way, an easement, a charge, a lease, or a correction of title):
Transfer for the creation of a new lot.
- If known, the name of the person to whom the subject lands or an interest in the lands is to be transferred, charged, or leased:
Amanda DeForge
- Legal description of the subject lands: (lot, concession, township, municipality, parcel number, assessment roll number, registered or reference plan, municipal or 911 address)
Appleby Con 1 PT Lot 3 PCL
1009 Beauparlant Rd Roll No 5204 000003 11300 0000
- Are there any easements or restrictive covenants affecting the subject lands and a description of each easement or covenant and its effect:
No

39 Lafontaine Street Unit 4 P.O. Box 250 Warren, Ontario P0H 2N0
Telephone: (705) 967-2174 Fax: (705) 967-2177 Watts: 1-877-540-7372
www.sepb.org

11. Description of subject lands: (severed and retained) (please use metric units)

	Severed 1	Severed 2	Retained
Area	16.5 acres		130 acres
Frontage (road & water)	125 m		400m on Turcot Rd
Depth	534 m		1070 acres
Existing Use	Rural Vacant land		Rural Vacant land
Proposed Use	Rural/sew building		"
Existing Building(s) (date of construction)	None		None
Proposed Building(s)	1		0
Access (provincial highway, municipal road, private road, etc.)	Municipal Rd		Municipal Rd
Name of Access Road	Beauparlant		Turcot
Road Maintenance (year-round or seasonal)	yes		yes
Water access (parking & docking facilities and distance of such facilities from subject lands & nearest public road)	None		None
Water supply (municipal, private well, communal well, lake or other water body)	None		None
Sewage disposal (municipal, septic tank & tile bed, communal septic system, pit privy, other (please specify))	None		None
Other services (electricity, school busing, garbage collection, fire protection, etc.) (please specify)	school busing Garbage collection, Fire protection, Road maint		same by munif

12. The current designation of the subject land in the applicable official plans and an explanation of how the application conforms with the official plans.
Rural Land Remains Rural

13. If known, have these lands been subject to any of the following development applications:

	Yes	No	File No. / Status
Minor Variance		✓	
Zoning Amendment		✓	
Official Plan Amendment		✓	
Deeming By-law		✓	
Site Plan Agreement		✓	
Shore Road/Road Closing		✓	
Plan of Subdivision/Condominium		✓	
Severance/Consent	✓		
Building Permit		✓	

14. Has any land been severed from the parcel originally acquired by the owner of the subject lands: (please provide the date of transfer, the name of the transferee, and the land use on the severed land)

Rural Lot Denise Turcotte - Maxime Proulx - Vacant lot
 @ Paul + Monique Proulx - SFD

Oct 4, 2012

15. Are any of the following uses or features on the subject lands or within 500 metres of the subject lands, unless otherwise specified: (please check the appropriate use or feature, if any apply)

	On the Subject Lands	Within 500 metres of the Subject Lands
An agricultural operation, including livestock facility, stockyard, or barn	yes	✓
A waste disposal site, including landfill, wood waste (operating or closed)	NO	
A sewage treatment plant, waste stabilization plant, or sewage lagoon	NO	
A provincially significant wetland (Class 1, 2, or 3 Wetland)	NO	
A provincially significant wetland within 120 metres of the subject lands	NO	
Flood plain	NO	
A rehabilitated mine site	NO	
A non-operating or abandoned mine site within 1 kilometre of the subject lands	NO	
An active mine site; active pit or quarry; non-operating pit or quarry (please specify)	NO	
An industrial or commercial use (please specify)	NO	
A railway line	NO	
A private, municipal, or federal airport	NO	
A designated heritage site	NO	
A known archaeological site	NO	
A utility corridor (i.e. - gas, hydro, etc.) (please specify)	NO	
Within 100 metres of a major watercourse (i.e. - river, lakeshore, large creek, or confluence of 2 or more watercourses)	NO	

16. An explanation of how the application is consistent with policy statements issued under subsection 3(1) of The Planning Act:

Rural Lot - Lot is bush / Proposed use is SFD
 on rural lot

17. Is the subject land within an area of land designated under any provincial plan or plans:

NO

18. If the answer to Section 17 is yes, an explanation of how the application conforms or does not conflict with the provincial plan or plans:

19. Is there any other information that you think may be useful to the Sudbury East Planning Board in reviewing this application? If so, please explain below or attach a separate page.

NOTE:

As part of streamlining the processing of development applications, the Sudbury East Planning Board requires approvals from the Sudbury and District Health Unit or the Ministry of the Environment and Energy, whichever is applicable, where the proposed consent is on private services. Furthermore, the Sudbury East Planning Board also requires approvals from the Ministry of Transportation where access to the proposed consent is by or there is a potential impact on a provincial highway. These pre-consultation reports are required as part of the application form submission; failure to submit these reports may delay or restrict the Sudbury East Planning Board's ability to make a decision on the proposal.

AUTHORIZED AGENT

I/We Monique Paul Vincent Proulx am/are the registered owner(s) of the subject lands for which this application is to apply. I/We do hereby grant authorization to _____ to act on my/our behalf in regard to this application.

Date Aug 2022

M. Proulx
[Signature]
Signature of Registered Owner(s)

DECLARATION OF OWNER(S) OR AUTHORIZED AGENT

I/We Monique Paul Vincent Proulx of the Municipality
of St-Charles in the Town
of St-Charles

solemnly declare that the information contained in this application and in the documents that accompany this application are true. I/We make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the CANADA EVIDENCE ACT.

Declared before me at the SEPS in the Community
of Warren this 19th day of January 20 23

[Signature]
A Commissioner of Oaths, etc.

Matthew Alexander Dumont,
a Commissioner, etc.,
Province of Ontario, for

M. Proulx
Signature of Registered Owner(s) or Authorized Agent

This information has been prepared in accordance with Section 53 of the Planning Act, R.S.O. 1990, Chapter P.13. This information is to be used for the purpose of administering this application. For further information, please contact the Sudbury East Planning Board at 39 Lafontaine Street, Unit 4, P.O. Box 250, Warren, Ontario, POH 2N0 (Office: Tel. (705) 967-2174 & Fax (705) 967-2177). Expires January 12, 2024

Pursuant to Section 1.0.1 of the Planning Act, R.S.O. 1990, Chapter P.13, and in accordance with Section 32(e) of the Municipal Freedom of Information and Protection of Privacy Act, it is the policy of the Planning Board to make all planning applications and supporting material available to the public.

PERMISSION TO ENTER

I/We hereby authorize the members of the Sudbury East Planning Board and members of the staff of the Sudbury East Planning Board to enter upon the subject lands and premises for the limited purpose of evaluating the merits of this application. This is their authority for doing so.

[Signature]
Signature of Registered Owner(s) or Authorized Agent

The subject property must have the appropriate municipal address, or other adequate identification conspicuously posted on the subject lands. Failure to comply may result in a deferral of the application.

(North ↑)

Turcot Road

← 400 m →

Fields
to be Retained lot
102 acres

Vacant
land

Bush

Field

1200 m

Appleby Concession 1
pt. lot 3 pcd 1009
Beauparlant Rd
St-Charles
ON

(531 m depth)
Bush
to be
severed lot
16 acres
Vacant
125 m

Beauparlant Road
(South ↓)

[Legend]
1.1 Bush

Scale: 1 cm = 50 m



January 31st, 2023

2249162 Ontario Incorporated
21 King Street West
St. Charles ON P0M 2W0

Dear 2249162 Ontario Inc.:

Re: **Consent Application – SEPB File No. B/06-07/23/SC**
Owner: 2249162 Ontario Incorporated
Part of Lots 1 and 2, Concession 5
in the Township of Jennings
now in the Municipality of St.-Charles
Territorial District of Sudbury
Parcels 1067, 1368, and 1569 Sudbury East Section
(Roll No. 5204-000-002-178-00)

This will acknowledge receipt of your request for a consent, received by this office on **January 17th, 2023**. The file has been assigned **Application numbers B/06-07/23/SC**.

A summary review of the application would indicate that it contains all the prescribed information and material under the Planning Act, R.S.O. 1990, Chapter P.13. As such, the Planning Board will begin processing the application as soon as possible. You will be advised of the date when the application will be considered as soon as it is set.

Please quote both the application numbers and the assessment roll number on any correspondence with this office.

Should you have any questions, please do not hesitate to contact our office.

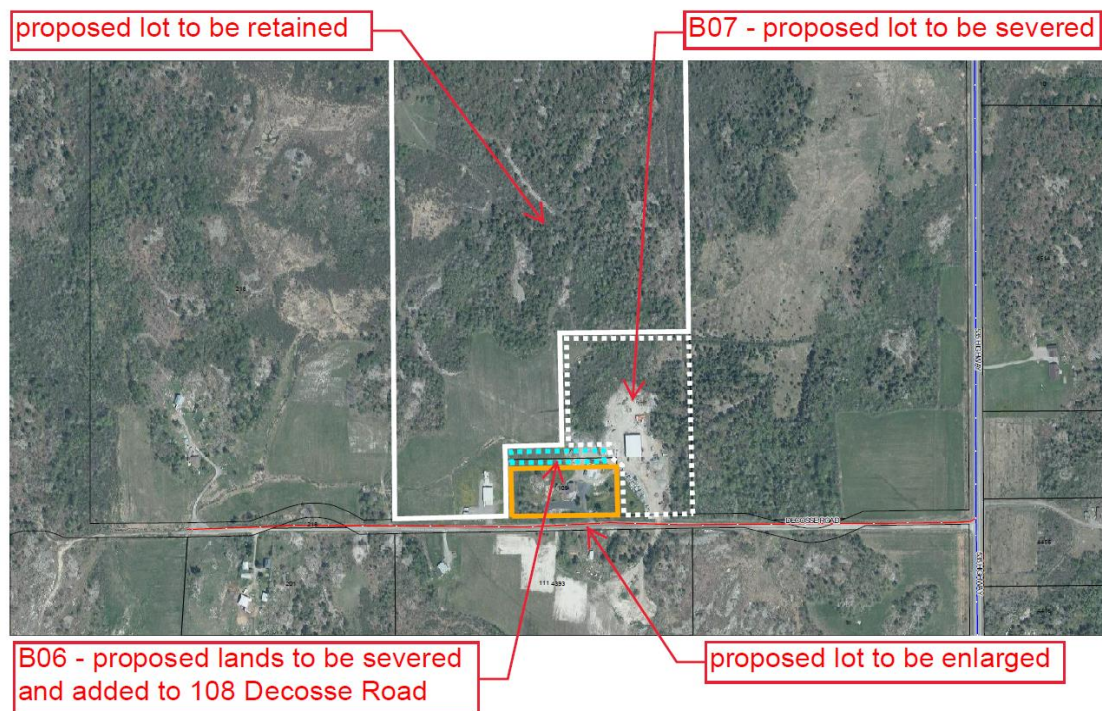
Yours truly,

'Matthew Dumont'

Matthew Dumont, MCIP, RPP
Director of Planning

MD:nr
Encl.

Copy: Municipality of St. Charles



AERIAL PHOTOGRAPHY

Consent Application
 (2249162 Ontario Incorporated)
 Part of Lots 1 and 2, Concession 5
 in the Township of Jennings
 now in the Municipality of St.-Charles
 Territorial District of Sudbury
 Parcel 1067, 1368, and 1569 S.E.S.
 (Roll No. 5204-000-002-178-00)
 (SEPB File Nos. B/06-07/23/SC)



CONSENT APPLICATION FORM

FOR OFFICE USE ONLY: Application No. <u>B/06 123/SC</u> Application Fee: <u>\$950</u> Received by: <u>FLO</u> Assigned to: _____ Assessment Roll No. <u>5224-00-002-178-00</u> Official Plan Designation: <u>Rural Policy Area</u> Zoning Classification: <u>Rural CAZ</u>	DATE STAMP - RECEIVED <div style="border: 1px solid black; padding: 5px; display: inline-block;"> RECEIVED JAN 17 2023 </div>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

*All application questions must be answered.
Incomplete applications shall be returned to the applicant (please type or print in ink).*

1. Registered Owner(s): 2249162 Ontario Inc.
2. Address: 21 King Street West, St. Charles, ON, P0M 2W0
3. Tel Nos.: (705) 507-5333 E-mail: gerry@canadianshieldconsultant.com
4. Agent: (if applicable) Canadian Shield Consultants Agency Inc.
5. Address: 21 King Street West, St. Charles, ON, P0M 2W0
6. Tel Nos.: (705) 867-5242 E-mail: office@canadianshieldconsultant.com
7. The type and the purpose of the proposed transaction (i.e. - transfer for the creation of a new lot, a lot addition, a right-of-way, an easement, a charge, a lease, or a correction of title):
A lot addition to add Part 2 (0.29 Hectares) to add such lands to Part 4 known as 108 Decosse Road, St. Charles.
8. If known, the name of the person to whom the subject lands or an interest in the lands is to be transferred, charged, or leased:

9. Legal description of the subject lands: (lot, concession, township, municipality, parcel number, assessment roll number, registered or reference plan, municipal or 911 address)
Lot 1 & 2, Con 5, PCL 1067, 1368 & 1569, PIN 73464-0120 (LT) TWP JENNINGS.
10. Are there any easements or restrictive covenants affecting the subject lands and a description of each easement or covenant and its effect:
N/A

39 Lafontaine Street Unit 4 P.O. Box 250 Warren, Ontario P0H 2N0
 Telephone: (705) 967-2174 Fax: (705) 967-2177 Watts: 1-877-540-7372
www.sepb.org

1.1. Description of subject lands: (severed and retained) (please use metric units)

	Severed 1	Severed 2	Retained
Area	0.29 Hectares		95.13 Hectares
Frontage (road & water)	0 m		167.23 m
Depth	20.289 m		1310 m
Existing Use	Rural		Contractors Establishment
Proposed Use	None		None
Existing Building(s) (date of construction)	Detached Garage Built in 1980		Steel Garage Built in 2014
Proposed Building(s)	None		None
Access (provincial highway, municipal road, private road, etc.)	Municipal		Municipal
Name of Access Road	Decosse Rd.		Decosse Rd.
Road Maintenance (year-round or seasonal)	Year Round		Year Round
Water access (parking & docking facilities and distance of such facilities from subject lands & nearest public road)	N/A		N/A
Water supply (municipal, private well, communal well, lake or other water body)	None		None
Sewage disposal (municipal, septic tank & tile bed, communal septic system, pit privy, other (please specify))	None		None
Other services (electricity, school busing, garbage collection, fire protection, etc.) (please specify)	None		Electricity, School Busing, Garbage Collection, & Fire protection

12. The current designation of the subject land in the applicable official plans and an explanation of how the application conforms with the official plans.

Rural Policy Area Section 4.5.1 - C Lot Boundary Adjustment

13. If known, have these lands been subject to any of the following development applications:

	Yes	No	File No. / Status
Minor Variance		NO	
Zoning Amendment	YES		ZBA 07-06 & 075C
Official Plan Amendment		NO	
Deeming By-law		NO	
Site Plan Agreement		NO	
Shore Road/Road Closing		NO	
Plan of Subdivision/Condominium		NO	
Severance/Consent	YES		
Building Permit	YES		

PHSD File #305-20-CO005, B/18-20/07/SC, ZBA 07-06&075C, LS024-CJA93, LS027-CJA88, LS148-CJA89, B1-94, B2-94, & B/26/19/SC

*SEE ATTACHED EMAIL

14. Has any land been severed from the parcel originally acquired by the owner of the subject lands: (please provide the date of transfer, the name of the transferee, and the land use on the severed land)
Yes, File No. B/26/19/SC, PHSD File #305-20-CO005, B/18-20/07/SC, ZBA 07-06&07SC, LS024-CJA93, LS027-CJA88, LS148-CJA89, B1-94, B2-94, & B/26/19/SC.

15. Are any of the following uses or features on the subject lands or within 500 metres of the subject lands, unless otherwise specified: (please check the appropriate use or feature, if any apply)

	On the Subject Lands	Within 500 metres of the Subject Lands
An agricultural operation, including livestock facility, stockyard, or barn	<u>NO</u>	<u>YES</u>
A waste disposal site, including landfill, wood waste (operating or closed)	<u>NO</u>	<u>NO</u>
A sewage treatment plant, waste stabilization plant, or sewage lagoon	<u>NO</u>	<u>NO</u>
A provincially significant wetland (Class 1, 2, or 3 Wetland)	<u>NO</u>	<u>YES</u>
A provincially significant wetland within 120 metres of the subject lands	<u>NO</u>	<u>NO</u>
Flood plain	<u>NO</u>	<u>NO</u>
A rehabilitated mine site	<u>NO</u>	<u>NO</u>
A non-operating or abandoned mine site within 1 kilometre of the subject lands	<u>NO</u>	<u>NO</u>
An active mine site; active pit or quarry; non-operating pit or quarry (please specify)	<u>NO</u>	<u>NO</u>
An industrial or commercial use (please specify)	<u>NO</u>	<u>NO</u>
A railway line	<u>NO</u>	<u>NO</u>
A private, municipal, or federal airport	<u>NO</u>	<u>NO</u>
A designated heritage site	<u>NO</u>	<u>NO</u>
A known archaeological site	<u>NO</u>	<u>NO</u>
A utility corridor (i.e. – gas, hydro, etc.) (please specify)	<u>NO</u>	<u>NO</u>
Within 100 metres of a major watercourse (i.e. – river, lakeshore, large creek, or confluence of 2 or more watercourses)	<u>NO</u>	<u>NO</u>

16. An explanation of how the application is consistent with policy statements issued under subsection 3(1) of The Planning Act:

Severance of 0.29 Hectare to add such lands to 108 Decosse Rd. in accordance with development guidelines and historical growth, & resolve an encroachment issue with garage on property.

17. Is the subject land within an area of land designated under any provincial plan or plans:

Yes, the land is within an area of land designated under provincial plans.

18. If the answer to Section 17 is yes, an explanation of how the application conforms or does not conflict with the provincial plan or plans:

Resolving an encroachment issue.

19. Is there any other information that you think may be useful to the Sudbury East Planning Board in reviewing this application? If so, please explain below or attach a separate page.

Refer to proposed Sketch attached.

NOTE:

As part of streamlining the processing of development applications, the Sudbury East Planning Board requires approvals from the Sudbury and District Health Unit or the Ministry of the Environment and Energy, whichever is applicable, where the proposed consent is on private services. Furthermore, the Sudbury East Planning Board also requires approvals from the Ministry of Transportation where access to the proposed consent is by or there is a potential impact on a provincial highway. These pre-consultation reports are required as part of the application form submission; failure to submit these reports may delay or restrict the Sudbury East Planning Board's ability to make a decision on the proposal.

AUTHORIZED AGENT

I/We Gerry Dignard am/are the registered owner(s) of the subject lands for which this application is to apply. I/We do hereby grant authorization to Canadian Shield Consultants Agency Inc. to act on my/our behalf in regard to this application.

Application with to sever existing garage and sufficient property to permit future residential occupancy
Date December 14/2022

Gerry Dignard
Signature of Registered Owner(s)

DECLARATION OF OWNER(S) OR AUTHORIZED AGENT

I/We Gerry Dignard - Director 2249162 Ont. Inc. of the Municipality
of St. Charles in the Province
of Ontario

solemnly declare that the information contained in this application and in the documents that accompany this application are true. I/We make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the CANADA EVIDENCE ACT.

Declared before me at the SEPB in the Community
of WARREN this 18th day of January 2023

Matthew Dumont
A Commissioner of Oaths, etc.

Matthew Alexander Dumont,
a Commissioner, etc.,
Province of Ontario, for
Sudbury East Planning Board.
Expires January 12, 2024

Gerry Dignard
Signature of Registered Owner(s) or Authorized Agent

This information has been collected in accordance with Section 53 of the Planning Act, R.S.O. 1990, Chapter P.13. This information is to be used for the purpose of administering this application. For further information, please contact the Sudbury East Planning Board at 39 Lafontaine Street, Unit 4, P.O. Box 250, Warren, Ontario, P0H 2N0 (Office: Tel. (705) 967-2174 & Fax (705) 967-2177).

Pursuant to Section 1.0.1 of the Planning Act, R.S.O. 1990, Chapter P.13. and in accordance with Section 32(e) of the Municipal Freedom of Information and Protection of Privacy Act, it is the policy of the Planning Board to make all planning applications and supporting material available to the public.

PERMISSION TO ENTER

I/We hereby authorize the members of the Sudbury East Planning Board and members of the staff of the Sudbury East Planning Board to enter upon the subject lands and premises for the limited purpose of evaluating the merits of this application. This is their authority for doing so.

Gerry Dignard
Signature of Registered Owner(s) or Authorized Agent

The subject property must have the appropriate municipal address, or other adequate identification conspicuously posted on the subject lands. Failure to comply may result in a deferral of the application.



PROPERTY LINE

PROPERTY LINE

PROPERTY LINE




PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

RETAINED LOT
PART 1

LEGEND

RETAINED LOT 
SEVERED LOT 
ENLARGED LOT 

PART 2

108 DECOSSE RD.
PART 4

GARAGE

PROPERTY LINE

167.27 m

DECOSSE ROAD

0m

100m

250m

500m



Canadian Shield Consultants Agency Inc.
21 King Street W., St. Charles, ON P0M 2W0
T: (705) 867-5242 F: (705) 867-9988
Email: office@canadianshieldconsultants.com

Your turn key water & wastewater professionals

Severance Application
Decosse Road, St. Charles
ON P0M 2W0

Drawn by: J.L.
Scale: See Drawing
Date: December 8, 2022
Drawing: 1 of 1



CONSENT APPLICATION FORM

FOR OFFICE USE ONLY: Application No. <u>B/07/23/SC</u> Application Fee: <u>\$950.00</u> Received by: <u>MO</u> Assigned to: _____ Assessment Roll No. <u>5204-000-000-178-00</u> Official Plan Designation: <u>Rural Policy Area</u> Zoning Classification: <u>Rural</u>	DATE STAMP - RECEIVED <div style="border: 1px solid black; padding: 5px; display: inline-block;"> RECEIVED JAN 17 2023 </div>
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*All application questions must be answered.
Incomplete applications shall be returned to the applicant (please type or print in ink).*

1. Registered Owner(s): 2249162 Ontario Inc.
2. Address: 21 King Street West St.Charles, ON P0M 2W0
3. Tel Nos.: 705-507-5333 E-mail: gerry@canadianshieldconsultants.com
4. Agent: (if applicable) Canadian Shield Consultants Agency Inc.
5. Address: 21 King Street West St.Charles, ON P0M 2W0
6. Tel Nos.: (705) 867-5242 E-mail: office@canadianshieldconsultants.com
7. The type and the purpose of the proposed transaction (i.e. - transfer for the creation of a new lot, a lot addition, a right-of-way, an easement, a charge, a lease, or a correction of title):
Creation of new lot to sever existing equipment garage and lands to permit future residential development.
8. If known, the name of the person to whom the subject lands or an interest in the lands is to be transferred, charged, or leased:
Unknown
9. Legal description of the subject lands: (lot, concession, township, municipality, parcel number, assessment roll number, registered or reference plan, municipal or 911 address)
Conc. 5 Pt Lots 1 and 2 PCL 1067 PCL 1368 PCL 1569
10. Are there any easements or restrictive covenants affecting the subject lands and a description of each easement or covenant and its effect:
None
11. Description of subject lands: (severed and retained) *(please use metric units)*
Existing Farm/Bush Lands

39 Lafontaine Street Unit 4 P.O. Box 250 Warren, Ontario P0H 2N0
 Telephone: (705) 967-2174 Fax: (705) 967-2177 Watts: 1-877-540-7372
 www.sepb.org

	Severed 1	Severed 2	Retained
Area	8.021 Hectares		87.10 Hectares
Frontage (road & water)	80.239 m		167.23 m
Depth	461.94 m		1310 m
Existing Use	Contractors Establishment		Rural
Proposed Use	Rural		None
Existing Building(s) (date of construction)	garage 2014is		Vacant
Proposed Building(s)	None		None
Access (provincial highway, municipal road, private road, etc.)	Municipal		Municipal
Name of Access Road	Decosse		Decosse
Road Maintenance (year-round or seasonal)	Year Round		Year Round
Water access (parking & docking facilities and distance of such facilities from subject lands & nearest public road)	None		None
Water supply (municipal, private well, communal well, lake or other water body)	None		None
Sewage disposal (municipal, septic tank & tile bed, communal septic system, pit privy, other (please specify))	None		None
Other services (electricity, school busing, garbage collection, fire protection, etc.) (please specify)	None		Electricity, school busing, garbage and fire protection

12. The current designation of the subject land in the applicable official plans and an explanation of how the application conforms with the official plans.

Rural designation - severing 20 acres with existing equipment garage

13. If known, have these lands been subject to any of the following development applications:

	Yes	No	File No. / Status
Minor Variance		NO	
Zoning Amendment	YES		ZBA 07-06 & 07-SC
Official Plan Amendment		NO	
Deeming By-law		NO	
Site Plan Agreement		NO	
Shore Road/Road Closing		NO	
Plan of Subdivision/Condominium		NO	
Severance/Consent	YES		PHSD File #305-20-C0005, B/18-20/07/SC, ZBA 07-06&07-SC, LS024-CJA93, LS027-CJA88, LS148-CJA89, B1-94, B2-94, & B/26/19/SC
Building Permit		NO	

14. Has any land been severed from the parcel originally acquired by the owner of the subject lands: (please provide the date of transfer, the name of the transferee, and the land use on the severed land)

Applications previously approved by planning board.

15. Are any of the following uses or features on the subject lands or within 500 metres of the subject lands, unless otherwise specified: (please check the appropriate use or feature, if any apply)

	On the Subject Lands	Within 500 metres of the Subject Lands
An agricultural operation, including livestock facility, stockyard, or barn	<u>NO</u>	<u>NO</u>
A waste disposal site, including landfill, wood waste (operating or closed)	<u>NO</u>	<u>NO</u>
A sewage treatment plant, waste stabilization plant, or sewage lagoon	<u>NO</u>	<u>NO</u>
A provincially significant wetland (Class 1, 2, or 3 Wetland)	<u>NO</u>	<u>NO</u>
A provincially significant wetland within 120 metres of the subject lands	<u>NO</u>	<u>NO</u>
Flood plain	<u>NO</u>	<u>NO</u>
A rehabilitated mine site	<u>NO</u>	<u>NO</u>
A non-operating or abandoned mine site within 1 kilometre of the subject lands	<u>NO</u>	<u>NO</u>
An active mine site; active pit or quarry; non-operating pit or quarry (please specify)	<u>NO</u>	<u>NO</u>
An industrial or commercial use (please specify)	<u>NO</u>	<u>NO</u>
A railway line	<u>NO</u>	<u>NO</u>
A private, municipal, or federal airport	<u>NO</u>	<u>NO</u>
A designated heritage site	<u>NO</u>	<u>NO</u>
A known archaeological site	<u>NO</u>	<u>NO</u>
A utility corridor (i.e. – gas, hydro, etc.) (please specify)	<u>NO</u>	<u>NO</u>
Within 100 metres of a major watercourse (i.e. – river, lakeshore, large creek, or confluence of 2 or more watercourses)	<u>NO</u>	<u>NO</u>

16. An explanation of how the application is consistent with policy statements issued under subsection 3(1) of The Planning Act:

Creation of new lot is in accordance with development guidelines and historical growth of the area

17. Is the subject land within an area of land designated under any provincial plan or plans:

Yes, the subject land are within an area of land designaterd under provincial plan.

18. If the answer to Section 17 is yes, an explanation of how the application conforms or does not conflict with the provincial plan or plans:

It has sufficient area to be considered for severance & meets guidelines.

19. Is there any other information that you think may be useful to the Sudbury East Planning Board in reviewing this application? If so, please explain below or attach a separate page.

Consent Application attached with Sketch, confirmation of sufficient capacity of potable water from licensed Well Driller Letter, sufficient reserve of sewage system capacity for hauled sewage from a licensed Sewage Hauler Letter, Public Health Sudbury & Districts confirmation site suitability Application No. 305-20-CO005 & pre-consultation with Public works Superintendent at the Municipality of St. Charles.

NOTE:

As part of streamlining the processing of development applications, the Sudbury East Planning Board requires approvals from the Sudbury and District Health Unit or the Ministry of the Environment and Energy, whichever is applicable, where the proposed consent is on private services. Furthermore, the Sudbury East Planning Board also requires approvals from the Ministry of Transportation where access to the proposed consent is by or there is a potential impact on a provincial highway. These pre-consultation reports are required as part of the application form submission; failure to submit these reports may delay or restrict the Sudbury East Planning Board's ability to make a decision on the proposal.

AUTHORIZED AGENT

I/We Gerry Dignard am/are the registered owner(s) of the subject lands for which this application is to apply. I/We do hereby grant authorization to Canadian Shield Consultants Agency Inc. to act on my/our behalf in regard to this application.

Application with to sever existing garage and sufficient property to permit future residential occupancy
Date December 14/2022

[Signature]
Signature of Registered Owner(s)

DECLARATION OF OWNER(S) OR AUTHORIZED AGENT

I/We Gerry Dignard - Director 2249162 Ont. Inc. of the Municipality
of St. Charles in the Province
of Ontario

solemnly declare that the information contained in this application and in the documents that accompany this application are true. I/We make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the CANADA EVIDENCE ACT.

Declared before me at the Sett in the Community
of Warren this 18th day of January 20 23

[Signature]
A Commissioner of Oaths, etc.

Matthew Alexander Dumont,
a Commissioner, etc.,
Province of Ontario, for
Sudbury East Planning Board.
Expires January 12, 2024

[Signature]
Signature of Registered Owner(s) or Authorized Agent

This information has been collected in accordance with Section 53 of the Planning Act, R.S.O. 1990, Chapter P.13. This information is to be used for the purpose of administering this application. For further information, please contact the Sudbury East Planning Board at 39 Lafontaine Street, Unit 4, P.O. Box 250, Warren, Ontario, POH 2N0 (Office: Tel. (705) 967-2174 & Fax (705) 967-2177).

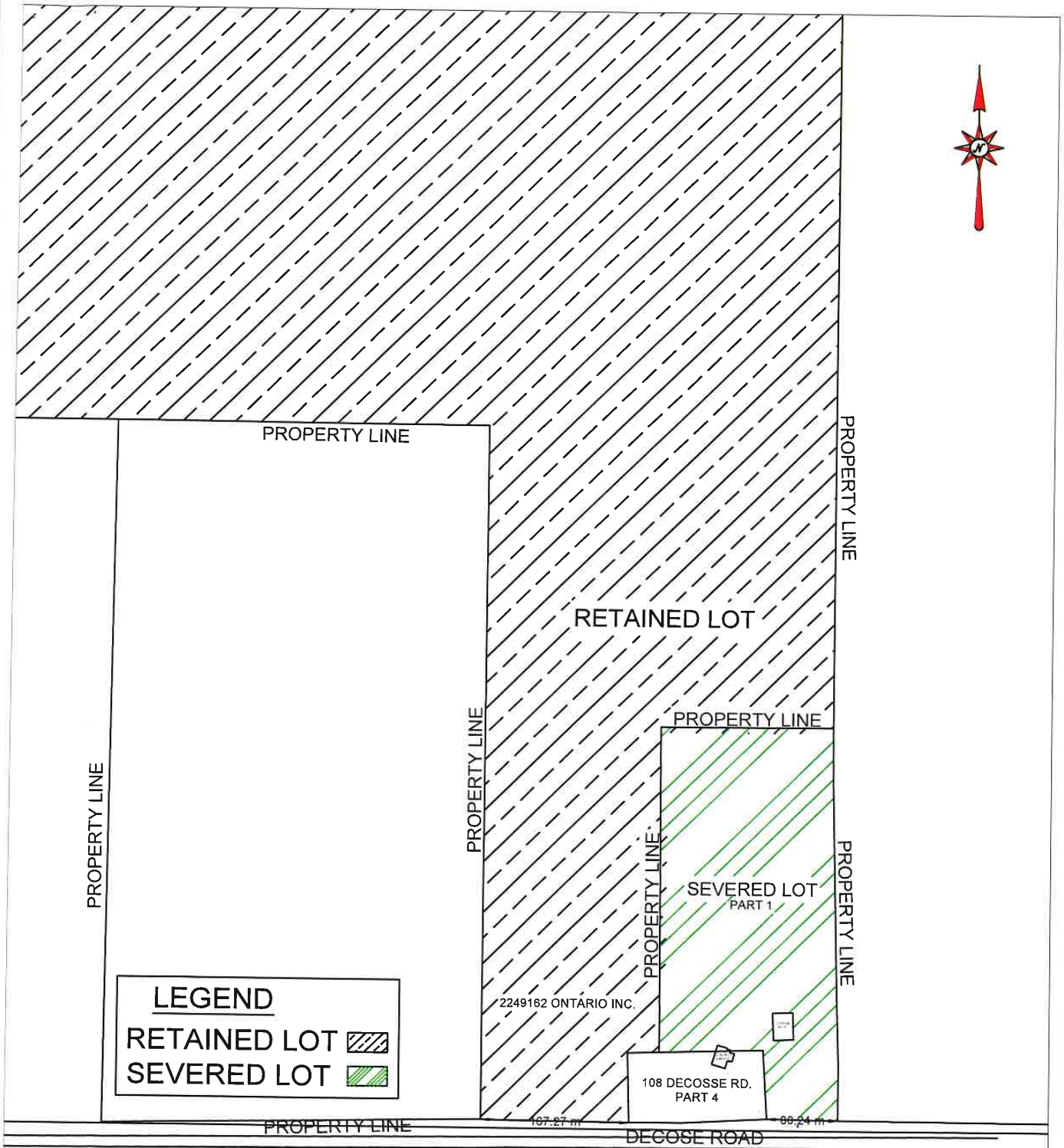
Pursuant to Section 1.0.1 of the Planning Act, R.S.O. 1990, Chapter P.13. and in accordance with Section 32(e) of the Municipal Freedom of Information and Protection of Privacy Act, it is the policy of the Planning Board to make all planning applications and supporting material available to the public.

PERMISSION TO ENTER

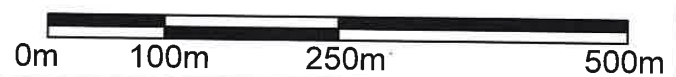
I/We hereby authorize the members of the Sudbury East Planning Board and members of the staff of the Sudbury East Planning Board to enter upon the subject lands and premises for the limited purpose of evaluating the merits of this application. This is their authority for doing so.

[Signature]
Signature of Registered Owner(s) or Authorized Agent

The subject property must have the appropriate municipal address, or other adequate identification conspicuously posted on the subject lands. Failure to comply may result in a deferral of the application.



LEGEND
RETAINED LOT
SEVERED LOT



Canadian Shield Consultants Agency Inc.
21 King Street W., St. Charles, ON P0M 2W0
T: (705) 867-5242 F: (705) 867-9988
Email: office@canadianshieldconsultants.com
Your turn key water & wastewater professionals

Severance Application
Decosse Road, St. Charles,
ON P0M 2W0

Drawn by: J.L.
Scale: See Drawing
Date: December 8, 2022
Drawing: 1 OF 1



January 31st, 2023

D.S Dorland Limited (Bryan C. Dorland)
298 Larch Street
Sudbury ON P3B 1M1

Dear Mr. Dorland:

Re: **Consent Application – SEPB File No. B/14-15/23/SC**
Owners: Brigitte and Thomas Pothier
Lot 3, Concession 3
in the Township of Appleby
now in the Municipality of St.-Charles
Territorial District of Sudbury
Parcel 3705 Sudbury East Section
(Roll No. 5204-000-003-176-00)

This will acknowledge receipt of your request for a consent, received by this office on **January 26th, 2023**. The file has been assigned **Application number B/14-15/23/SC**.

A summary review of the application would indicate that it contains all the prescribed information and material under the Planning Act, R.S.O. 1990, Chapter P.13. As such, the Planning Board will begin processing the application as soon as possible. You will be advised of the date when the application will be considered as soon as it is set.

Please quote both the application number and the assessment roll number on any correspondence with this office.

Should you have any questions, please do not hesitate to contact our office.

Yours truly,

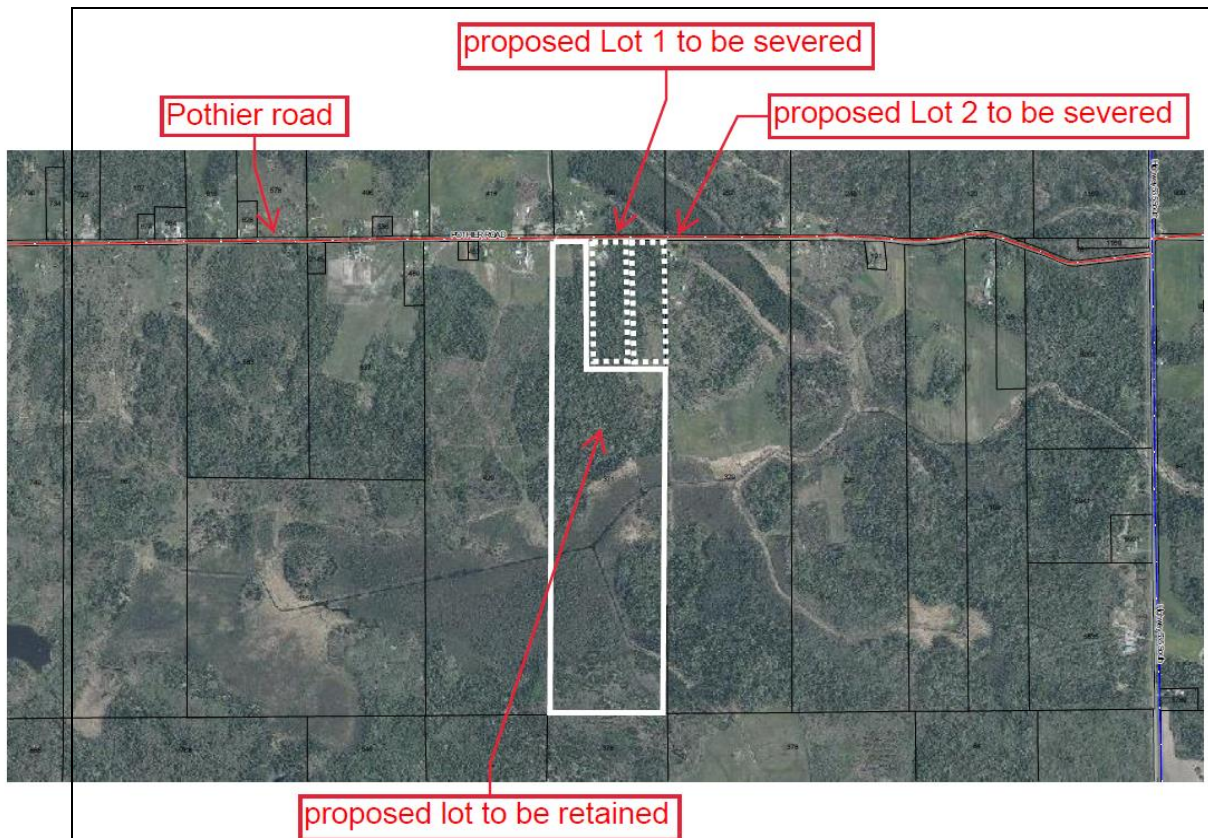
‘Mathew Dumont’

Matthew Dumont, MCIP, RPP
Director of Planning

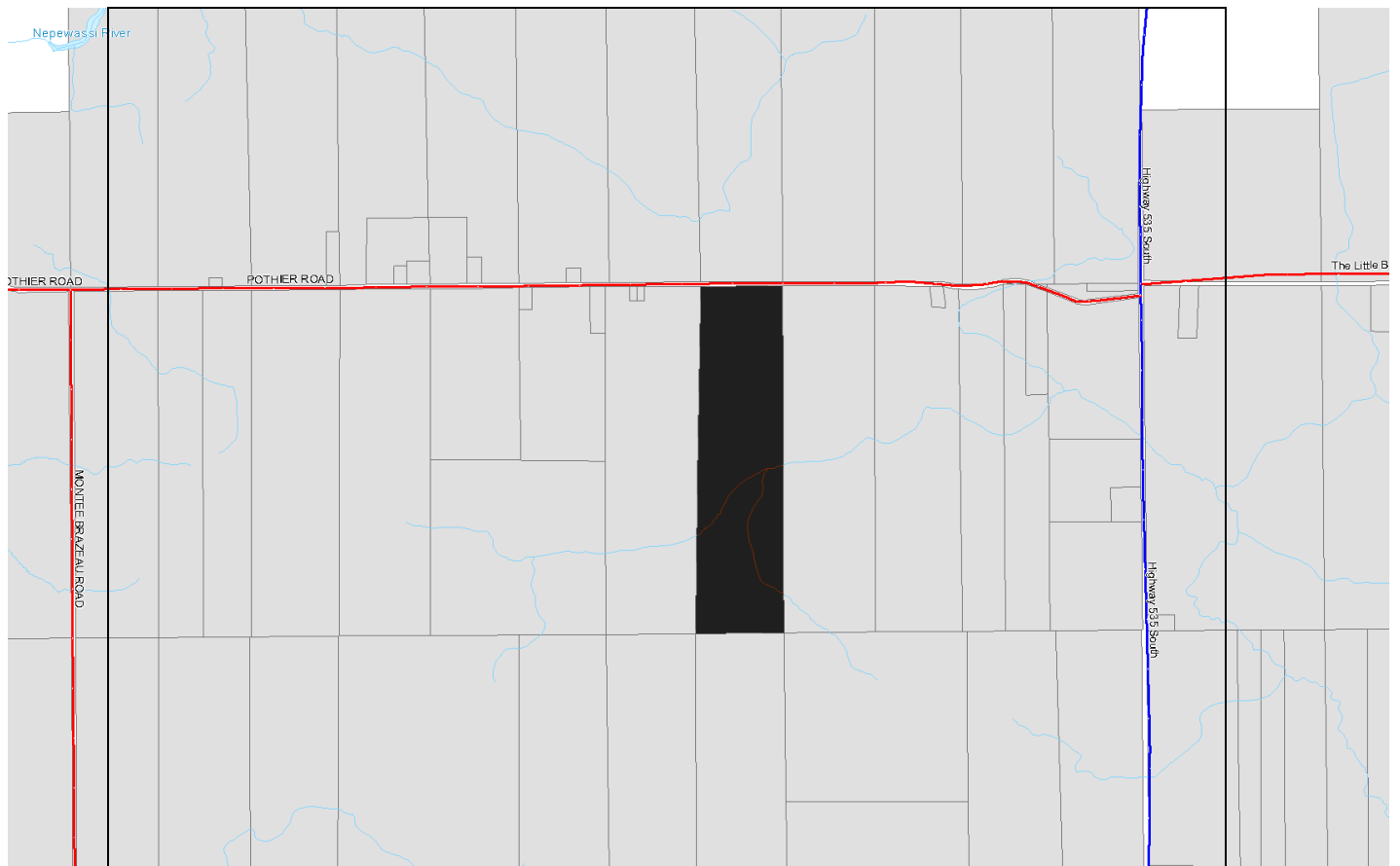
MD:nr

Encl.

Copy: Municipality of St. Charles



AERIAL PHOTOGRAPHY
 Consent Application
 (Brigitte and Thomas Pothier)
 Lot 3, Concession 3
 in the Township of Appleby
 now in the Municipality of St.-Charles
 Territorial District of Sudbury
 Parcel 3705 Sudbury East Section
 (Roll No. 5204-000-003-176-00)
 (SEPB File No. B/14-15/23/SC)



KEY MAP

Consent Application
 (Brigitte and Thomas Pothier)
 Lot 3, Concession 3
 in the Township of Appleby
 now in the Municipality of St.-Charles
 Territorial District of Sudbury
 Parcel 3705 Sudbury East Section
 (Roll No. 5204-000-003-176-00)
 (SEPB File No. B/14-15/23/SC)



CONSENT APPLICATION FORM

FOR OFFICE USE ONLY:

Application No. B/14-15/23/SC
Application Fee: 3/900.00
Received by: MD
Assigned to: _____
Assessment Roll No. 5204-000-003-176-00
Official Plan Designation: _____
Zoning Classification: _____

DATE STAMP - RECEIVED

RECEIVED

JAN 14 2015

All application questions must be answered.

Incomplete applications shall be returned to the applicant (please type or print in ink).

1. Registered Owner(s): BRIGITTE & THOMAS POTHIER
2. Address: 371 POTHIER RD.
3. Tel Nos.: (705) 918-6826 (Tom - cell) thomas.pothier@global.komatsu.com
(705) 698-3176 (Brig - cell) E-mail: brigitte.pothier@acpol.com
4. Agent: (if applicable) D.S. Dorland Limited. (Bryan C. Dorland)
5. Address: 298 Larch St. Sudbury, ON P3B 1M1
6. Tel Nos.: (705) 673-2556 x 216 E-mail: bcaurier-dorland@dsdorlandlimited.ca
7. The type and the purpose of the proposed transaction (i.e. - transfer for the creation of a new lot, a lot addition, a right-of-way, an easement, a charge, a lease, or a correction of title):
new lot creation (x2 lots)
8. If known, the name of the person to whom the subject lands or an interest in the lands is to be transferred, charged, or leased:
unknown
9. Legal description of the subject lands: (lot, concession, township, municipality, parcel number, assessment roll number, registered or reference plan, municipal or 911 address)
PIN- 73467-0163, formerly Parcel 3705 S.E.S., being the East 1/2 of Lot 3
Concession 3, Geographic Twp. of Appleby, Municipality of St-Charles, District of Sudbury
Mun. # 371 Pothier Rd.
10. Are there any easements or restrictive covenants affecting the subject lands and a description of each easement or covenant and its effect:
None

39 Lafontaine Street Unit 4 P.O. Box 250 Warren, Ontario P0H 2N0
Telephone: (705) 967-2174 Fax: (705) 967-2177 Watts: 1-877-540-7372
www.sepb.org

11. Description of subject lands: (severed and retained) (please use metric units)

	Severed 1	Severed 2	Retained
Area	<u>± 5.0 ha</u>	<u>± 5.0 ha</u>	<u>± 55.4 ha</u>
Frontage (road & water)	<u>± 124m</u>	<u>± 124 m</u>	<u>± 157 m</u>
Depth	<u>± 405</u>	<u>± 405</u>	<u>± 1616 m</u>
Existing Use	<u>Single Fam. Dwelling</u>	<u>vacant</u>	<u>Vacant</u>
Proposed Use	<u>no change.</u>	<u>Future single Fam. dwelling</u>	<u>Future Single Fam. Dwelling</u>
Existing Building(s) (date of construction)	<u>house + outbuildings</u>	<u>(±1950) vacant</u>	<u>vacant</u>
Proposed Building(s)	<u>no change.</u>	<u>Future single Fam. dwelling</u>	<u>house + access.bldg.</u>
Access (provincial highway, municipal road, private road, etc.)	<u>munic. rd.</u>	<u>munic. rd.</u>	<u>munic. rd.</u>
Name of Access Road	<u>Pothier Rd</u>	<u>Pothier Rd.</u>	<u>Pothier Rd.</u>
Road Maintenance (year-round or seasonal)	<u>yr - round</u>	<u>yr - round.</u>	<u>yr - round.</u>
Water access (parking & docking facilities and distance of such facilities from subject lands & nearest public road)	<u>/</u>	<u>/</u>	<u>/</u>
Water supply (municipal, private well, communal well, lake or other water body)	<u>exist. well</u>	<u>future well</u>	<u>future well</u>
Sewage disposal (municipal, septic tank & tile bed, communal septic system, pit privy, other (please specify))	<u>exist. septic system</u>	<u>Future septic</u>	<u>future septic system.</u>
Other services (electricity, school busing, garbage collection, fire protection, etc.) (please specify)	<u>electricity, school bus, fire protection, garbage.</u>		

12. The current designation of the subject land in the applicable official plans and an explanation of how the application conforms with the official plans.

Rural - The application is consistent as it respects the Rural Lot creation policies of the O.P. and Zoning By-law.

13. If known, have these lands been subject to any of the following development applications:

	Yes	No	File No. / Status
Minor Variance	<u> </u>	<u>✓</u>	<u> </u>
Zoning Amendment	<u> </u>	<u>✓</u>	<u> </u>
Official Plan Amendment	<u> </u>	<u>✓</u>	<u> </u>
Deeming By-law	<u> </u>	<u>✓</u>	<u> </u>
Site Plan Agreement	<u> </u>	<u>✓</u>	<u> </u>
Shore Road/Road Closing	<u> </u>	<u>✓</u>	<u> </u>
Plan of Subdivision/Condominium	<u> </u>	<u>✓</u>	<u> </u>
Severance/Consent	<u> </u>	<u>✓</u>	<u> </u>
Building Permit	<u> </u>	<u>unknown</u>	<u> </u>

14. Has any land been severed from the parcel originally acquired by the owner of the subject lands: (please provide the date of transfer, the name of the transferee, and the land use on the severed land)

none

15. Are any of the following uses or features on the subject lands or within 500 metres of the subject lands, unless otherwise specified: (please check the appropriate use or feature, if any apply)

	On the Subject Lands	Within 500 metres of the Subject Lands
An agricultural operation, including livestock facility, stockyard, or barn	<u>no</u>	<u>yes</u>
A waste disposal site, including landfill, wood waste (operating or closed)	<u>no</u>	<u>no</u>
A sewage treatment plant, waste stabilization plant, or sewage lagoon	<u>no</u>	<u>no</u>
A provincially significant wetland (Class 1, 2, or 3 Wetland)	<u>no</u>	<u>no</u>
A provincially significant wetland within 120 metres of the subject lands	<u>no</u>	<u>no</u>
Flood plain	<u>no</u>	<u>no</u>
A rehabilitated mine site	<u>no</u>	<u>no</u>
A non-operating or abandoned mine site within 1 kilometre of the subject lands	<u>no</u>	<u>no</u>
An active mine site; active pit or quarry; non-operating pit or quarry (please specify)	<u>no</u>	<u>no</u>
An industrial or commercial use (please specify)	<u>no</u>	<u>no</u>
A railway line	<u>no</u>	<u>no</u>
A private, municipal, or federal airport	<u>no</u>	<u>no</u>
A designated heritage site	<u>no</u>	<u>no</u>
A known archaeological site	<u>no</u>	<u>no</u>
A utility corridor (i.e. – gas, hydro, etc.) (please specify)	<u>no</u>	<u>no</u>
Within 100 metres of a major watercourse (i.e. – river, lakeshore, large creek, or confluence of 2 or more watercourses)	<u>no</u>	<u>no</u>

16. An explanation of how the application is consistent with policy statements issued under subsection 3(1) of The Planning Act:

The Application is consistent as it respects the applicable Lot Creation policies.

17. Is the subject land within an area of land designated under any provincial plan or plans:

yes - PPS.

18. If the answer to Section 17 is yes, an explanation of how the application conforms or does not conflict with the provincial plan or plans:

The Application is Consistent as it respects the applicable Lot
Creation Policies.

19. Is there any other information that you think may be useful to the Sudbury East Planning Board in reviewing this application? If so, please explain below or attach a separate page.

- See pre consultation letter dated Sept. 26, 2022

NOTE:

As part of streamlining the processing of development applications, the Sudbury East Planning Board requires approvals from the Sudbury and District Health Unit or the Ministry of the Environment and Energy, whichever is applicable, where the proposed consent is on private services. Furthermore, the Sudbury East Planning Board also requires approvals from the Ministry of Transportation where access to the proposed consent is by or there is a potential impact on a provincial highway. These pre-consultation reports are required as part of the application form submission; failure to submit these reports may delay or restrict the Sudbury East Planning Board's ability to make a decision on the proposal.

AUTHORIZED AGENT

I/We THOMAS & BRIGITTE POTNER am/are the registered owner(s) of the subject lands for which this application is to apply. I/We do hereby grant authorization to D.S. DORLAND LIMITED to act on my/our behalf in regard to this application.

* 06/23/2022
Date

* Buggett
Signature of Registered Owner(s)

DECLARATION OF OWNER(S) OR AUTHORIZED AGENT

I/We D.S. DORLAND LTD. of the CITY
of Sudbury in the Province
of ONTARIO.

solemnly declare that the information contained in this application and in the documents that accompany this application are true. I/We make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the CANADA EVIDENCE ACT.

Declared before me at the CITY OF Sudbury in the Province
of ONTARIO this 19th day of December 2022

A Commissioner of Oaths, etc.,
Cheryl Irene Miller, a Commissioner, etc.,
Province of Ontario, for Amanda Bertoni
Professional Corporation, Barrister and Solicitor.
Expires January 31, 2025

[Signature]
Signature of Registered Owner(s) or Authorized Agent

This information has been collected in accordance with Section 53 of the Planning Act, R.S.O. 1990, Chapter P.13. This information is to be used for the purpose of administering this application. For further information, please contact the Sudbury East Planning Board at 39 Lafontaine Street, Unit 4, P.O. Box 250, Warren, Ontario, POH 2N0 (Office: Tel. (705) 967-2174 & Fax (705) 967-2177).

Pursuant to Section 1.0.1 of the Planning Act, R.S.O. 1990, Chapter P.13. and in accordance with Section 32(e) of the Municipal Freedom of Information and Protection of Privacy Act, it is the policy of the Planning Board to make all planning applications and supporting material available to the public.

PERMISSION TO ENTER

I/We hereby authorize the members of the Sudbury East Planning Board and members of the staff of the Sudbury East Planning Board to enter upon the subject lands and premises for the limited purpose of evaluating the merits of this application. This is their authority for doing so.

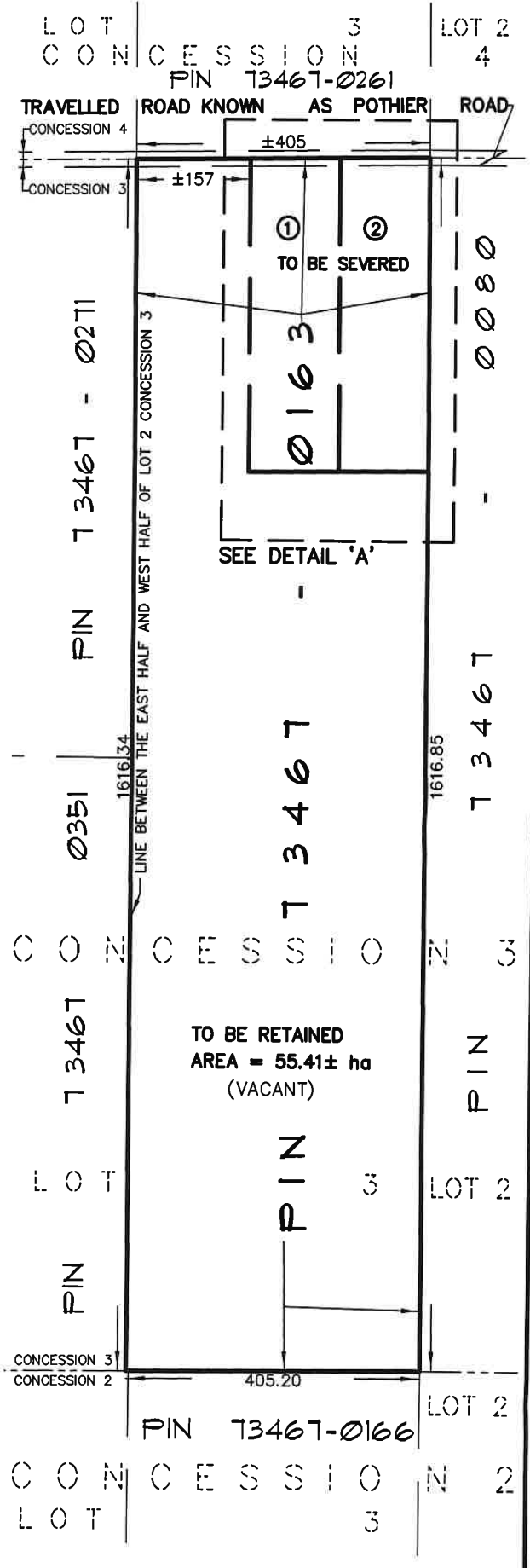
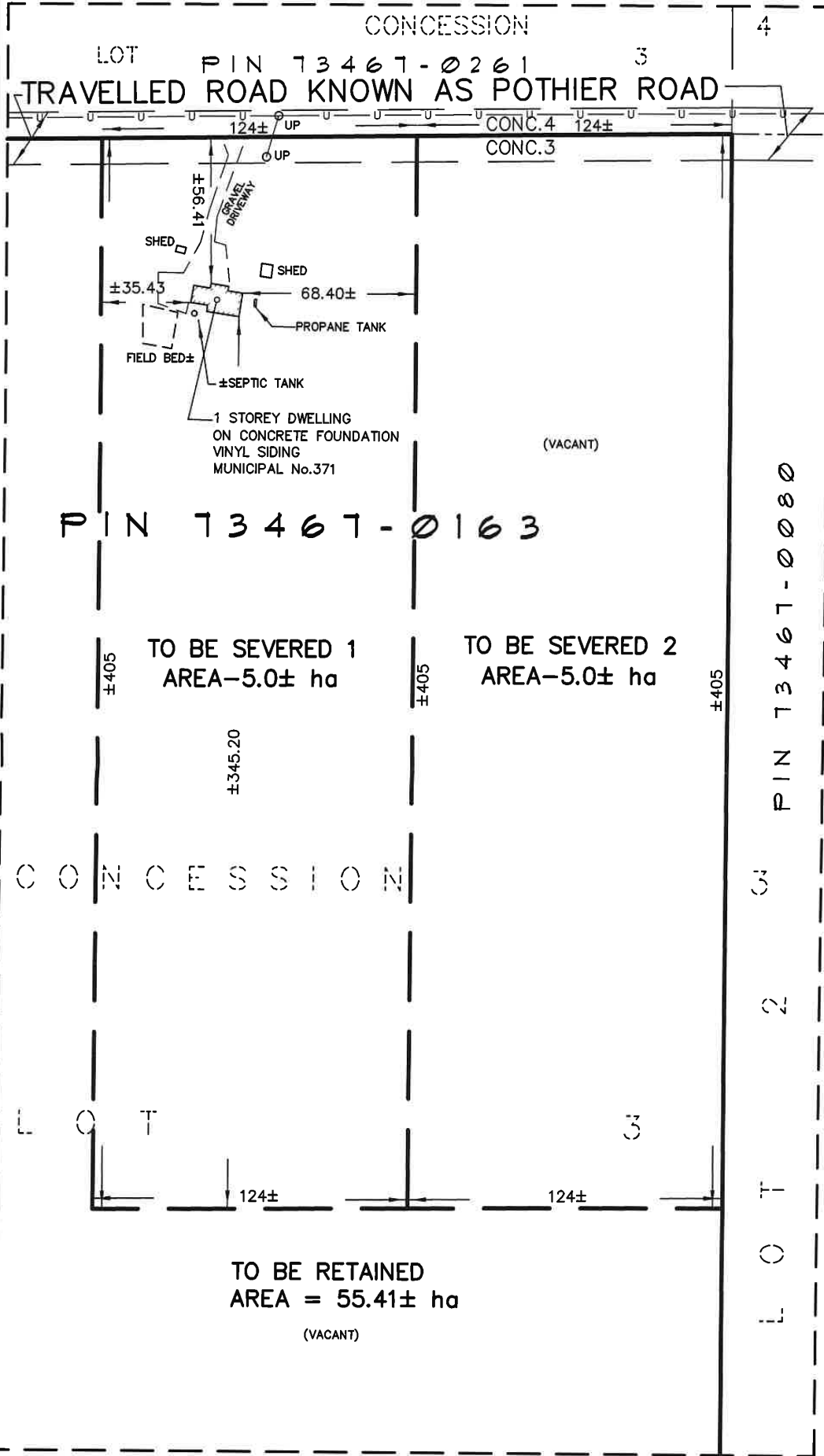
[Signature]
Signature of Registered Owner(s) or Authorized Agent

The subject property must have the appropriate municipal address, or other adequate identification conspicuously posted on the subject lands. Failure to comply may result in a deferral of the application.

SKETCH FOR PLANNING ACT APPLICATION
PROPOSED SEVERANCE OF
PIN 73467-0163
GEOGRAPHIC TOWNSHIP OF APPLEBY
MUNICIPALITY OF ST. CHARLES
DISTRICT OF SUDBURY



DETAIL 'A' SCALE 1:2000



NO PERSON MAY COPY, REPRODUCE, DISTRIBUTE OR ALTER
THIS PLAN IN WHOLE OR IN PART WITHOUT THE WRITTEN
PERMISSION OF D.S. DORLAND LTD.

© D.S. DORLAND LTD. 2022

D.S.

DORLAND
LIMITED

ONTARIO LAND SURVEYORS
GEOMATICS PROFESSIONALS

298 LARCH STREET
SUDBURY, ONTARIO, P3B 1M1
PHONE (705) 673-2556 FAX (705) 673-1051
WWW.DSDORLANDLIMITED.CA

NOTE

THIS IS NOT A PLAN OF SURVEY AND
SHOULD ONLY BE USED FOR THE PURPOSE
STATED IN THE TITLE BLOCK.

METRIC N°

DISTANCES
THIS PLAN
METRES
CONVE
BY
0

PREPARED BY : EB	SCALE : 1:7500 METRIC
CHECKED : BCD	CAD FILE : 18477 RPLAN.dwg
DATE : NOVEMBER 25, 2022	P.S. TAB : SKETCH



February 3, 2023

The Honourable Omar Alghabra
Federal Minister of Transportation

Sent via email: omar.alghabra@parl.gc.ca

Dear County Honourable Omar Alghabra:

Please be advised that Brantford City Council at its meeting held January 31, 2023 adopted the following:

12.2.8 VIA Rail Cancellations

WHEREAS residents in the City of Brantford may choose to live in Brantford because of its convenient location in Southwestern Ontario; and

WHEREAS many residents commute to their places of employment outside of The City of Brantford, many of them relying on rail transit; and

WHEREAS in August 2021 the federal Minister of Transportation visited Brantford Via station and announced that the federal government would be pursuing opportunities to enhance passenger rail services in southwestern Ontario; and

WHEREAS in August 2022 the federal government announced they would be exploring options to improve passenger rail frequencies, on-time performance, and shorten travel times in Southwestern Ontario; and

WHEREAS since 2020 a number of passenger rail lines have been suspended or cancelled leaving residents of Brantford with fewer commuting options; and

WHEREAS there is a need for commuter rail travel options for City residents that depart from the downtown Brantford rail station; and

WHEREAS pre-pandemic line 82 served residents in Southwestern Ontario commuting to employment in downtown Toronto. Line 82 began in London at 6:30 am, stopped in Brantford at 7:30 and arrived at Toronto's union station at 8:30 making it very popular with commuters residing in London, Woodstock and Brantford; and

WHEREAS Via Rail has reinstated a number of Ontario rail lines that were suspending during the pandemic, not including Line 82; and

WHEREAS the announcement reinstating Line 82 has been unreasonably delayed, causing a great deal of angst and anxiety for rail line commuters; and

WHEREAS line 82 is an important transportation link for many residents in Southwestern Ontario and also for builders considering residential developments in the northern section of Brantford's downtown area, which developments are an important component of the downtown renewal action plan.

NOW THEREFORE BE IT RESOLVED:

- A. THAT the Council of The Corporation of The City of Brantford respectfully CALLS UPON the Government of Canada to resume, in good faith, investigations into opportunities to enhance passenger rail services in southwestern Ontario; and
- B. THAT the Council of The Corporation of The City of Brantford respectfully CALLS UPON Via Rail to reinstate line number 82 immediately; and
- C. THAT the Clerk BE DIRECTED to forward a copy of this resolution to The Federal Minister of Transportation, The Honourable Omar Alghabra, The City of Brantford Member of Parliament, The Honourable Larry Brock, Via Rail Canada and to each municipality impacted by the route cancellations, namely The City of London and The City of Woodstock.

I trust this information is of assistance.

Yours truly,



Chris Gauthier
Acting Clerk, cgauthier@brantford.ca

cc MP Larry Brock
VIA Rail Canada
Ontario Municipalities

10:07 AM
09/02/23

Municipality of St.-Charles
Cash Disbursements
January 2023

Date	Name	Class	Paid Amount	Memo
20/01/2023	ADAPTIVE ENGINEERING INC.			
11/01/2023		Municipal Facilities:Community Centre	-13,390.00	MOBILE MANUAL WHEELCHAIR LIFT, MOBILIFT CX MODEL
TOTAL			-13,390.00	
20/01/2023	Aird & Berlis LLP			
21/12/2022	Receiver General	Admin	-2,248.40	MATTER NO.: 154336
			-248.35	HST Rebate
TOTAL			-2,496.75	
20/01/2023	AMAZON.COM.CA			
24/11/2022	Receiver General	Admin	-23.13	UNDER COUNTER LIGHTS
			-2.56	HST Rebate
TOTAL			-25.69	
20/01/2023	AMO			
01/01/2023	Receiver General	Admin	-1,516.46	JAN-DEC 2023
			-167.50	HST Rebate
TOTAL			-1,683.96	
20/01/2023	AVSHOP.CA			
19/01/2023	Receiver General	Municipal Facilities:Community Centre	-3,591.31	DRAPER 116482 100INX160IN
			-466.87	HST (ON) on purchases (Input Tax Credit)
TOTAL			-4,058.18	
20/01/2023	BAY GRINDING INC.			
04/01/2023	Receiver General	Municipal Facilities:Arena	-284.93	ZAMBONI BLADES SHARPENED & DBL GRIND TO REMOVE DAM...
			-31.47	HST Rebate
TOTAL			-316.40	
31/01/2023	Bell Canada			
22/12/2022	Receiver General	Municipal Facilities:Wellness Centre	-73.84	DECEMBER 2022
			-8.16	HST Rebate
22/12/2022	Receiver General	Fire Department	-73.84	DECEMBER 2022
			-8.16	HST Rebate
TOTAL			-164.00	
12/01/2023	Bell Canada			
05/01/2023	Receiver General	Admin	-127.15	JANUARY 2023
			-14.04	HST Rebate
TOTAL			-141.19	
20/01/2023	Benson			
08/12/2022		Public Works:# 1 - 2015 Western Star	-15.47	SNOW BRUSHES
		Public Works:# 2 - 2012 Western Star	-15.47	SNOW BRUSHES
		Public Works:#11 - Utility Truck	-15.46	SNOW BRUSHES
	Receiver General		-5.13	HST Rebate
08/12/2022	Receiver General	Public Works:#17 - 2022 Silverado	-15.47	SNOW BRUSH
			-1.71	HST Rebate
13/12/2022	Receiver General	Public Works:# 8 - Backhoe	-126.25	AIR FILTER X 2
			-13.94	HST Rebate
13/12/2022	Receiver General	Public Works:# 1 - 2015 Western Star	-429.56	OIL FILTER, AIR FILTER
			-47.45	HST Rebate
14/12/2022	Receiver General	Public Works:#11 - Utility Truck	-179.15	OIL FILTER & AIR FILTER
			-19.79	HST Rebate
TOTAL			-884.85	
20/01/2023	Bob's Service Centre			
28/12/2022	Receiver General	Public Works:# 2 - 2012 Western Star	-712.32	TOW VEHICLE AWAY FROM DITCH
			-78.68	HST Rebate
TOTAL			-791.00	

Total January 2023 Disbursements - \$395,763.16

Page 1

10:07 AM

09/02/23

Municipality of St.-Charles
Cash Disbursements
January 2023

Date	Name	Class	Paid Amount	Memo
20/01/2023	BRANCONNIER, LISE			
31/12/2022		Admin:Foodbank	-500.00	CHRISTMAS HAMPER CAMPAIGN PURCHASE IN SUPPORT OF T...
11/01/2023		Admin:Hot and Cold Meals	-15.12	28KMS
15/01/2023		Admin:Foodbank	-345.97	SHELVING
	Receiver General		-38.21	HST Rebate
TOTAL			-899.30	
20/01/2023	Brokerlink Inc.			
01/01/2023		Admin	-72,585.72	2023 Insurance Premium
		Public Works	-32,086.40	2023 Insurance Premium
		Fire Department	-12,868.92	2023 Insurance Premium
		CBO	-2,393.00	2023 Insurance Premium
		Parks & Recreation	-9,770.76	2023 Insurance Premium
		Library	-328.32	2023 Insurance Premium
		Cemetery	-1,277.64	2023 Insurance Premium
		Municipal Facilities:Wellness Centre	-4,575.96	2023 Insurance Premium
		Municipal Facilities:Arena	-33,442.20	2023 Insurance Premium
		Municipal Facilities:Community Centre	-4,406.40	2023 Insurance Premium
		Sewer	-515.16	2023 Insurance Premium
		Municipal Facilities:Fitness Centre	-368.28	2023 Insurance Premium
		Fire Department	-2,600.64	Extra Fire Insurance
01/01/2023		Admin	-3,095.00	2022 Year End Adjustment
TOTAL			-180,314.40	
20/01/2023	Canadian Shield Consultants Agency ...			
04/01/2023		Landfill	-1,213.83	JANUARY 2023
	Receiver General		-134.07	HST Rebate
04/01/2023		Sewer	-1,499.47	JANUARY 2023
	Receiver General		-165.62	HST Rebate
TOTAL			-3,012.99	
20/01/2023	Canine Control			
02/01/2023		Animal	-634.75	DECEMBER 2022
TOTAL			-634.75	
20/01/2023	CGIS Centre			
01/01/2023		Admin	-851.87	SLIMS CONTRACTED SERVICES
	Receiver General		-94.09	HST Rebate
01/01/2023		CBO	-1,648.51	E-PERMITTING SERVICE
	Receiver General		-182.09	HST Rebate
TOTAL			-2,776.56	
20/01/2023	CO-OP Régionale Nipissing Sudbury Ltd			
04/01/2023		Public Works	-1,653.64	FUEL OIL COLORED DIE
	Receiver General		-182.66	HST Rebate
18/01/2023		Public Works	-1,281.42	FUEL OIL COLORED DYE
	Receiver General		-141.55	HST Rebate
TOTAL			-3,259.27	
24/01/2023	COLLABRIA			
31/12/2022		Public Works	-376.50	BATTERY OPERATED IMPACT
		Public Works	-30.51	BATTERY OPERATED IMPACT
		Admin	-71.19	CHRISTMAS LIGHTS
		Public Works	-950.53	TOOLS
	Receiver General		-157.81	HST Rebate
31/12/2022		Municipal Facilities:Arena	-323.01	STAINLESS STEEL TECH
		Admin	-31.00	ROGERS
		CBO	-38.80	ROGERS
		Public Works	-18.82	ROGERS
		Municipal Facilities:Arena	-4.20	ROGERS
		Admin	-189.48	QUICKBOOKS
		Municipal Facilities:Community Centre	-1,584.62	GLOBAL INDUSTRIAL WATER BOTTLE REFILL STATION
		Municipal Facilities:Community Centre	-997.51	CANDIAN HARDWARE CONSULTING-DOORS
	Receiver General		-378.57	HST (ON) on purchases (Input Tax Credit)
	Receiver General		-10.96	HST Rebate
31/12/2022		CBO	-51.06	ST CHARLES FOOD MARKET FUEL
		CBO	-5.09	ONLAND
		CBO	-36.91	MAYER SERVICE
		CBO	-51.83	MAYER SERVICE
		CBO	-46.46	MAYER SERVICE
		CBO	-53.93	MAYER SERVICE
		CBO	-29.92	MAYER SERVICE

Total January 2023 Disbursements - \$395,763.16

Page 2

10:07 AM
09/02/23

Municipality of St.-Charles
Cash Disbursements
January 2023

Date	Name	Class	Paid Amount	Memo
31/12/2022	Receiver General	Fire Department	-30.40	HST Rebate
	Receiver General		-394.82	CHAINSAW BATTERY
			-43.61	HST Rebate
TOTAL			-5,907.54	
20/01/2023	Creighton Rock Drill Limited			
22/12/2022		Public Works:# 7 - Loader	-947.81	Blades, Bolts & Skid Shoes
	Receiver General		-104.69	HST Rebate
TOTAL			-1,052.50	
20/01/2023	CULLIGAN WATER			
11/01/2023		Admin	-47.50	OFFICE WATER
	Receiver General	Admin	-8.14	OFFICE WATER
			-0.90	HST Rebate
TOTAL			-56.54	
20/01/2023	DEAN BECKERLEG.			
24/12/2022		Municipal Facilities:Arena	-950.00	ARENA WORK
TOTAL			-950.00	
20/01/2023	E. GRIGG & ASSOCIATES			
01/12/2022		Public Works	-305.28	Propane Training
		Municipal Facilities:Arena	-500.00	Propane and Zamboni Training
	Receiver General		-65.00	HST (ON) on purchases (Input Tax Credit)
	Receiver General		-33.72	HST Rebate
TOTAL			-904.00	
20/01/2023	Encompass IT			
07/01/2023		Admin	-686.88	JANUARY 2023
	Receiver General		-75.87	HST Rebate
07/01/2023		CBO	-66.14	JANUARY 2023
	Receiver General	Admin	-417.22	JANUARY 2023
			-53.39	HST Rebate
TOTAL			-1,299.50	
20/01/2023	ENERCARE HOME SERVICE			7002813119
28/12/2022		Municipal Facilities:Wellness Centre	-11.61	DECEMBER 2022
	Receiver General		-1.28	HST Rebate
TOTAL			-12.89	
20/01/2023	FIRE MARSHAL'S PUBLIC FIRE SAFE...			
08/12/2022		Fire Department	-100.00	JAN-DEC 2023 ANNUAL MEMBERSHIP
TOTAL			-100.00	
20/01/2023	FIT CHECK GROUP			
14/10/2022		Municipal Facilities:Fitness Centre	-391.70	Annual fitness equipment checkup
	Receiver General		-50.92	HST (ON) on purchases (Input Tax Credit)
TOTAL			-442.62	
20/01/2023	GFL ENVIRONMENTAL INC. 2021			
31/12/2022		Landfill:Waste Disposal	-9,677.78	DECEMBER 2022
	Receiver General	Landfill:Recycling	-985.65	DECEMBER 2022
			-1,177.84	HST Rebate
TOTAL			-11,841.27	
02/01/2023	HYDRO ONE NETWORKS INC.			
13/12/2022		Municipal Facilities:Arena	-9,976.19	OCT 29 - NOV 29, 2022
	Receiver General		-1,296.90	HST (ON) on purchases (Input Tax Credit)
TOTAL			-11,273.09	

Total January 2023 Disbursements - \$395,763.16

Page 3

10:07 AM

09/02/23

Municipality of St.-Charles
Cash Disbursements
January 2023

Date	Name	Class	Paid Amount	Memo
09/01/2023	HYDRO ONE NETWORKS INC.			
21/12/2022		Municipal Facilities:Wellness Centre	-1,455.23	OCTOBER 29 - NOVEMBER 29, 2022
	Receiver General		-189.18	HST (ON) on purchases (Input Tax Credit)
21/12/2022		Sewer	-490.05	OCTOBER 29 - NOVEMBER 29, 2022 - CASIMIR
	Receiver General		-54.13	HST Rebate
21/12/2022		Admin	-249.73	OCTOBER 29 - NOVEMBER 29, 2022
	Receiver General		-27.58	HST Rebate
21/12/2022		Public Works	-334.22	OCTOBER 29 - NOVEMBER 29, 2022
	Receiver General		-36.92	HST Rebate
21/12/2022		Parks & Recreation	-33.46	OCTOBER 29 - NOVEMBER 29, 2022
	Receiver General		-3.70	HST Rebate
21/12/2022		Fire Department	-372.55	OCTOBER 29 - NOVEMBER 29, 2022
	Receiver General		-41.15	HST Rebate
21/12/2022		Municipal Facilities:Community Centre	-1,555.39	OCTOBER 29 - NOVEMBER 29, 2022
	Receiver General		-202.20	HST (ON) on purchases (Input Tax Credit)
TOTAL			-5,045.49	
30/01/2023	HYDRO ONE NETWORKS INC.			
30/12/2022		Municipal Facilities:Arena	-11,783.41	NOVEMBER 29 - DECEMBER 30, 2022
	Receiver General		-1,531.84	HST (ON) on purchases (Input Tax Credit)
TOTAL			-13,315.25	
09/01/2023	HYDRO ONE NETWORKS INC.			
20/12/2022		Public Works:Street Lights	-138.42	OCTOBER 28 - NOVEMBER 25, 2022
	Receiver General		-15.29	HST Rebate
TOTAL			-153.71	
05/01/2023	HYDRO ONE NETWORKS INC.			
16/12/2022		Sewer	-65.27	AUG 30 - NOV 5, 2022 DUNNET
	Receiver General		-7.21	HST Rebate
TOTAL			-72.48	
10/01/2023	HYDRO ONE NETWORKS INC.			
21/12/2022		Sewer	-41.60	NOV 5-29, 2022 DUNNET
	Receiver General		-4.60	HST Rebate
TOTAL			-46.20	
20/01/2023	Janix Janitorial Supplies			
04/01/2023		Municipal Facilities:Wellness Centre	-132.57	SANITIZER, CENTER PULL HAND TOWELS, GLASS CLEANER, M...
	Receiver General		-17.23	HST (ON) on purchases (Input Tax Credit)
18/01/2023		Municipal Facilities:School Rental	-169.07	center pulls, brown towels, ph7 NEUTRAL CLEANER
	Receiver General	Public Works	-76.79	CENTER PULLS, TOILET PAPER
			-27.16	HST Rebate
TOTAL			-422.82	
20/01/2023	K&K PLUMBING AND SERVICE			
28/12/2022		Municipal Facilities:Arena	-3,786.77	MOL ORDER-SHOWER/EYE WASH STATION INSTALL
	Receiver General		-492.28	HST (ON) on purchases (Input Tax Credit)
30/12/2022		Municipal Facilities:Community Centre	-110.62	HOOK UP 3 BASINS & DRAINS IN MENS WASHROOM
	Receiver General		-14.38	HST (ON) on purchases (Input Tax Credit)
15/12/2022		Municipal Facilities:Fitness Centre	-455.75	LOW WATER PRESSURE IN GYM
	Receiver General		-59.25	HST (ON) on purchases (Input Tax Credit)
TOTAL			-4,919.05	
20/01/2023	K. SMART ASSOCIATES LIMITED			
31/12/2022		Public Works	-320.54	SERVICES RENDERED DEC 1-31, 2022
	Receiver General		-35.41	HST Rebate
30/11/2022		Public Works	-160.28	SERVICES RENDERED NOV 1-30, 2022
	Receiver General		-17.70	HST Rebate
TOTAL			-533.93	
31/01/2023	LBPC			
31/01/2023		Admin	-288.70	JANUARY 2023
	Receiver General		-31.89	HST Rebate
TOTAL			-320.59	

Total January 2023 Disbursements - \$395,763.16

Page 4

10:07 AM
09/02/23

Municipality of St.-Charles
Cash Disbursements
January 2023

Date	Name	Class	Paid Amount	Memo
13/01/2023	LIUNA 493			
31/12/2022		Public Works	0.00	415
		Public Works	-295.10	407
		Public Works	-295.10	576
		Admin	-295.10	232
		Service Ontario	-295.10	249
			-215.00	Union Dues
		Public Works	-295.10	253
	Receiver General		-84.10	HST Rebate
TOTAL			-1,774.60	
20/01/2023	MAXIMUM SIGNS			
16/01/2023		Public Works	-46.84	25 KING ST W
	Receiver General		-5.17	HST Rebate
TOTAL			-52.01	
20/01/2023	MEPCO			
01/01/2023		Admin	-64.11	2023 EMPLOYEE MUNICIPAL CONTRIBUTION
	Receiver General		-7.08	HST Rebate
TOTAL			-71.19	
20/01/2023	MINISTER OF FINANCE			
09/01/2023		Admin	-152.64	ONTARIO GAZETTE ADVERTISEMENT
	Receiver General		-16.86	HST Rebate
TOTAL			-169.50	
20/01/2023	Ministry of Finance			
31/12/2022		Admin	-22,507.00	NOVEMBER 2022 LSR BILLING
TOTAL			-22,507.00	
16/01/2023	Ministry of Finance - EHT			
			-1,425.55	December 2022 EHT
TOTAL			-1,425.55	
20/01/2023	Moore Propane Limited			
24/12/2022		Fire Department	-568.78	Propane
	Receiver General		-62.83	HST Rebate
24/12/2022		Public Works	-2,073.57	Propane
	Receiver General		-229.04	HST Rebate
28/12/2022		Municipal Facilities:Wellness Centre	-75.55	Propane
	Receiver General		-8.34	HST Rebate
31/12/2022		Fire Department	-50.88	RENEWAL 31 DEC 2022 TO 31 DEC 2023
	Receiver General		-5.62	HST Rebate
31/12/2022		Public Works	-61.06	2023 RENEWAL
	Receiver General		-6.74	HST Rebate
31/12/2022		Municipal Facilities:Arena	-12.00	CYLINDER RENTAL
	Receiver General		-1.56	HST (ON) on purchases (Input Tax Credit)
03/01/2023		Public Works	-931.32	Propane
	Receiver General		-102.87	HST Rebate
03/01/2023		Fire Department	-426.58	Propane
	Receiver General		-47.12	HST Rebate
06/01/2023		Admin	-1,072.51	Propane
	Receiver General		-118.46	HST Rebate
06/01/2023		Municipal Facilities:Arena	-200.53	Propane
	Receiver General		-22.15	HST Rebate
13/01/2023		Fire Department	-355.01	Propane
	Receiver General		-39.21	HST Rebate
13/01/2023		Public Works	-1,354.73	Propane
	Receiver General		-149.64	HST Rebate
17/01/2023		Municipal Facilities:Arena	-176.27	Propane
	Receiver General		-19.47	HST Rebate
17/01/2023		Public Works	-502.09	Propane
	Receiver General		-55.46	HST Rebate
TOTAL			-8,729.39	
20/01/2023	MPAC			
01/01/2023		Admin	-7,632.31	2023 - 1ST QUARTER BILLING
TOTAL			-7,632.31	

Total January 2023 Disbursements - \$395,763.16

Page 5

10:07 AM

09/02/23

Municipality of St.-Charles
Cash Disbursements
January 2023

Date	Name	Class	Paid Amount	Memo
20/01/2023	MUNICIPALITY OF ST. CHARLES			
04/01/2023		Landfill	-781.63	2023 INTERIM TAXES
04/01/2023		Sewer	-1,025.34	2023 INTERIM TAXES
04/01/2023		Municipal Facilities:Wellness Centre	-1,504.13	2023 INTERIM TAXES
TOTAL			-3,311.10	
20/01/2023	MUSKOKA AUTO PARTS LIMITED			
22/12/2022		Public Works:# 1 - 2015 Western Star	-160.25	3/4 BLK TUBING, ELBOW, TUBE UNION
	Receiver General		-17.70	HST Rebate
22/12/2022		Public Works:# 2 - 2012 Western Star	-41.18	FLAT WASHER, TUBE UNION
	Receiver General		-4.55	HST Rebate
22/12/2022		Public Works:# 2 - 2012 Western Star	-90.33	9 WAY PLUG, SOCKET
	Receiver General		-9.98	HST Rebate
22/12/2022		Public Works:#16 - 2020 Kubota	-37.87	ATV TUBE VALVE
	Receiver General		-4.18	HST Rebate
TOTAL			-366.04	
20/01/2023	NORTHERN SECURITY			
28/11/2022		Municipal Facilities:Arena	-1,497.09	2 EXIT DOORS
		Admin	-633.51	FIXED FRONT DOOR
	Receiver General		-194.62	HST (ON) on purchases (Input Tax Credit)
	Receiver General		-69.98	HST Rebate
TOTAL			-2,395.20	
20/01/2023	NorthStar Mat & Uniform Rentals			
03/01/2023		Admin	-30.38	MAT RENTALS
		Municipal Facilities:Wellness Centre	-20.83	MAT RENTALS
		Municipal Facilities:Community Centre	-31.32	MAT RENTALS
	Receiver General		-6.78	HST (ON) on purchases (Input Tax Credit)
	Receiver General		-3.36	HST Rebate
TOTAL			-92.67	
20/01/2023	OBOA			
05/12/2022		CBO	-343.95	JAN - DEC 2023
	Receiver General		-37.99	HST Rebate
02/01/2023		CBO	-320.00	2023 ANNUAL MEMBERSHIP
TOTAL			-701.94	
20/01/2023	Office Central			
05/01/2023		Admin	-131.23	PAPER X 2 BOXES, RED & BLACK PENS
	Receiver General		-14.50	HST Rebate
16/01/2023		Service Ontario	-48.92	COMMISSIONER STAMP-JOANNE MACNEILL
	Receiver General		-5.40	HST Rebate
TOTAL			-200.05	
13/01/2023	OMERS Pension			
			-3,647.69	Omers Company
			-1,828.59	Omers Company
			-3,647.69	Omers Employee
			-1,754.51	Omers Employee
TOTAL			-10,878.48	
20/01/2023	ONTARIO GOOD ROADS ASSOCIATI...			
01/01/2023		Admin	-718.61	2023 MUNICIPAL MEMBERSHIP FEE
	Receiver General		-79.38	HST Rebate
TOTAL			-797.99	
20/01/2023	PSD CITYWIDE INC.			
15/01/2023		Admin	-8,429.11	INVOICE #6
	Receiver General		-931.05	HST Rebate
TOTAL			-9,360.16	

Total January 2023 Disbursements - \$395,763.16

Page 6

10:07 AM

09/02/23

Municipality of St.-Charles
Cash Disbursements
January 2023

Date	Name	Class	Paid Amount	Memo
20/01/2023	Public Health Sudbury & Districts			
01/01/2023		Admin	-6,013.61	JANUARY 2023 MUNICIPAL LEVY
TOTAL			-6,013.61	
16/01/2023	Receiver General			
			-2,434.19	CPP Company
			-2,434.19	CPP Employee
			-901.12	EI Company
			-643.66	EI Employee
			-9,522.33	Income Tax
TOTAL			-15,935.49	
20/01/2023	RENOVATIONS LAGRANDEUR			
29/12/2022		Municipal Facilities:Community Centre	-2,360.00	PROGRESS DRAW 80%
	Receiver General		-306.80	HST (ON) on purchases (Input Tax Credit)
29/12/2022		Municipal Facilities:Community Centre	-1,520.00	REMOVE AND INSTALL OLD AND NEW DOOR
	Receiver General		-197.60	HST (ON) on purchases (Input Tax Credit)
TOTAL			-4,384.40	
20/01/2023	ROBERT NOEL			
11/01/2023		Admin:Hot and Cold Meals	-26.46	49 KMS
TOTAL			-26.46	
20/01/2023	SAVARIA SALES, INSTALLATION & S...			
21/11/2022		Municipal Facilities:Wellness Centre	-176.55	SINGLE MECHANIC SERVICE CHARGES PER HR
	Receiver General		-22.95	HST (ON) on purchases (Input Tax Credit)
TOTAL			-199.50	
20/01/2023	SMITH, LISE			
11/01/2023		Admin:Hot and Cold Meals	-64.80	120KMS
TOTAL			-64.80	
20/01/2023	St. Charles Foodmarket			
05/12/2022		Admin:Foodbank	-1,016.07	TURKEYS X 20
07/12/2022		Admin:Foodbank	-159.60	Potatoes
08/12/2022		Admin	-12.70	SAFETY SALT
		Municipal Facilities:Wellness Centre	-12.69	SAFETY SALT
	Receiver General		-2.80	HST Rebate
12/12/2022		Admin:Foodbank	-355.00	CHICKEN
13/12/2022		Admin:Hot and Cold Meals	-44.05	GROCERIES
13/12/2022		Admin:Hot and Cold Meals	-126.07	GROCERIES
13/12/2022		Admin:Hot and Cold Meals	-5.99	CLOVES
14/12/2022		Admin:Hot and Cold Meals	-25.90	POP
		Admin:Hot and Cold Meals	-19.48	GROCERIES
		Admin:Hot and Cold Meals	-22.74	GROCERIES
	Receiver General		-2.86	HST Rebate
16/12/2022		Admin	-34.34	Q4 LUNCH & LEARN
	Receiver General		-3.79	HST Rebate
23/12/2022		Admin	-5.04	SAFETY SALT
	Receiver General		-0.56	HST Rebate
30/12/2022		Municipal Facilities:Community Centre	-89.79	HANGERS
	Receiver General		-11.67	HST (ON) on purchases (Input Tax Credit)
30/12/2022		Municipal Facilities:Community Centre	-101.94	HANGERS & HAND SOAP
	Receiver General		-13.25	HST (ON) on purchases (Input Tax Credit)
31/12/2022		Public Works:# 2 - 2012 Western Star	-1,529.61	187512
		Public Works	-106.33	MISSING RECEIPT
		Public Works	-104.82	187526
		Public Works:# 1 - 2015 Western Star	-2,084.91	187510
		Public Works:#17 - 2022 Silverado	-333.11	187598
	Receiver General		-459.36	HST Rebate
31/12/2022		Fire Department	-260.19	DECEMBER 2022
	Receiver General		-28.74	HST Rebate
19/12/2022		Municipal Facilities:Arena	-37.26	SPRY FIRE RED, SAFTY HASP, NARROW BUTT HINGES, PADLO...
	Receiver General		-4.84	HST (ON) on purchases (Input Tax Credit)
08/12/2022		Municipal Facilities:Arena	-35.96	SYSTEM SALT
	Receiver General		-4.67	HST (ON) on purchases (Input Tax Credit)
16/12/2022		Municipal Facilities:Arena	-44.95	SAFETY SALT
	Receiver General		-5.84	HST (ON) on purchases (Input Tax Credit)
23/12/2022		Municipal Facilities:Arena	-35.96	SYSTEM SALT
	Receiver General		-4.67	HST (ON) on purchases (Input Tax Credit)
12/12/2022		Municipal Facilities:Community Centre	-5.99	MR. CLEAN
	Receiver General		-0.78	HST (ON) on purchases (Input Tax Credit)

Total January 2023 Disbursements - \$395,763.16

Page 7

10:07 AM

09/02/23

Municipality of St.-Charles
Cash Disbursements
January 2023

Date	Name	Class	Paid Amount	Memo
29/12/2022	Receiver General	Municipal Facilities:Community Centre	-5.99	SPONGES
			-0.78	HST (ON) on purchases (Input Tax Credit)
01/12/2022	Receiver General	Municipal Facilities:Community Centre	-7.99	CABLE TIES
			-1.04	HST (ON) on purchases (Input Tax Credit)
TOTAL			-7,170.12	
20/01/2023	Sudbury East Chamber of Commerce			
01/01/2023	Receiver General	Admin	-126.18	JAN 1-DEC 31, 2023
			-13.94	HST Rebate
TOTAL			-140.12	
20/01/2023	Sun Life Assurance Company of Can...			
01/01/2023		Admin	-4.02	199
		Admin	-4.02	206
		Admin	-4.02	205
		Public Works	-4.02	404
		CBO	-4.02	240
	Receiver General		-2.22	HST Rebate
TOTAL			-22.32	
01/01/2023	Sun Life Assurance Company of Can...			
01/01/2023		Public Works	-615.06	404
		Admin	-1,057.21	205
		Admin	-1,055.78	206
		CBO	-1,050.75	240
		Admin	-1,067.40	199
	Receiver General		-387.66	HST Rebate
TOTAL			-5,233.86	
20/01/2023	Sunwire Inc.			
31/12/2022		Admin	-3.41	LONG DISTANCE USAGE FOR DECEMBER 2022
	Receiver General		-0.38	HST Rebate
01/01/2023		Admin	-381.70	JANUARY 2023
	Receiver General		-42.16	HST Rebate
03/01/2023		Council	-40.70	EXTENSIONS FOR COUNCIL
	Receiver General		-4.50	HST Rebate
TOTAL			-472.85	
20/01/2023	Technical Standards and Safety Auth...			
08/12/2022		Municipal Facilities:Wellness Centre	-250.00	2023-02-07 TO 2024-02-06
14/01/2023		Municipal Facilities:Arena	-424.00	INSPECTION
	Receiver General		-55.12	HST (ON) on purchases (Input Tax Credit)
TOTAL			-729.12	
20/01/2023	TEMISKAMING PRINTING COMPANY			
10/01/2023		Admin	-141.45	NON WINDOW ENVELOPES
	Receiver General		-15.62	HST Rebate
10/01/2023		Admin	-262.56	WINDOW ENVELOPES
	Receiver General		-29.00	HST Rebate
TOTAL			-448.63	
20/01/2023	TRI-TARGET INC			
10/01/2023		Levies	-788.64	ADVERTISE TAX SALE PROPERTY ON TRI=TARGET.COM
	Receiver General		-87.11	HST Rebate
TOTAL			-875.75	
26/01/2023	Workplace Safety & Insurance Board			
			-7,957.92	WSIB Q4
TOTAL			-7,957.92	
26/01/2023	Workplace Safety & Insurance Board			
31/12/2022		Fire Department	-2,104.27	WSIB Q4 FD
TOTAL			-2,104.27	

Total January 2023 Disbursements - \$395,763.16

Page 8

Report to Municipal Council



Meeting Date: February 15, 2023	Report Date: February 8, 2023
Decision Requested: No	Priority: Low
Direction Only: No	Type of Meeting: RCM

Report Title: FCM Agreement

Recommendation:

That Council pass the By-Law for the Mayor and Clerk to enter into an Agreement with the Federation of Canadian Municipalities.

Background:

In September of 2020, the Municipality applied for the FCM Grant of \$50,000 to help with our Asset Management Plan. There were three (3) components to the Grant that we applied for.

- 1) Have a third-party company come in to assess the condition of the municipal buildings
- 2) Have a condition assessment program developed to have municipal staff continue to adjust the condition of assets as time goes on
- 3) Complete an Asset Management Strategy on how we can improve on our current AMP and continue on the next steps.

This grant was approved on January 26, 2022. Unfortunately, we just received the contract to sign on January 27, 2023 and were only given two (2) weeks to sign and send back. Since we were unable to present this before Council and meet the deadline, the contract was signed and sent back to FCM on February 8, 2023. The Agreement and By-Law to enter into the agreement are to be reviewed and passed during this meeting.

Prepared by: Pamela McCracken, Director of Finance / Treasurer

Report to Municipal Council



Meeting Date: February 15, 2023	Report Date: February 10, 2023
Decision Requested: Yes	Priority: Med
Direction Only: No	Type of Meeting: RMC

Report Title: Family Day Activities

Recommendation:

For information only.

Background:

Family Day is Monday, February 20th, 2023, and all municipal buildings are closed and employees are scheduled off on that day.

Due to the arena being scheduled to close after the final tournament on the weekend of February 25 and 26, thereby having no activities during the March Break, staff felt it would be beneficial to the community if the arena were to open on Family Day for four (4) hours. The schedule would be:

11 am – 12 pm – Shinny 13 & Under
12 pm – 2 pm – Public Skating
2 pm – 3 pm – Shinny Over 13

We will continue to charge the regular \$5.00 per person for shinny, but are offering the public skating at no charge for 2 hrs, to encourage family activity.

Prepared by: Tammy Godden, Clerk

Report to Municipal Council



Meeting Date: February 15, 2023	Report Date: February 8, 2023
Decision Requested: Yes	Priority: Med
Direction Only: No	Type of Meeting: RMC

Report Title: Beautification Advisory Committee Members

Recommendation:

That Council appoint members to the Beautification Advisory Committee for the term of 2022 – 2026.

Background:

The Beautification Committee has provided their list of members for appointment or reappointment for the new term of Council.

Pursuant to the Terms of Reference, the Committee is to have no more than fifteen (15) members, one of which shall be a member of Council. Councillor Loftus has been part of this Committee for some time and wishes to remain on the Committee.

The following names are submitted for reappointment as returning members:

- Monica Loftus
- Elaine Tremblay
- Doriane Brunet
- Richard Lemieux
- Sue Fitzwilliam

The following names are submitted for appointment as new members:

- Mathieu Pothier
- Angele Poitras



The Committee also has former members who are wishing to remain as volunteers only.

- Larry Lafleur
- Sue Lafleur
- Carolyn Thain
- Ellen Primeau

Prepared by: Tammy Godden, Clerk



Report to Municipal Council

Meeting Date: February 15, 2023	Report Date: February 3, 2023
Decision Requested:	Priority: Low
Direction Only:	Type of Meeting: RMC

Canine Control Report for the month of January 2023

Canines on road Reported	<ul style="list-style-type: none"> There have been 12 reported calls and/or emails reported regarding dogs on the road. One incident, a snowmobiler was afraid to return home due to an aggressive dog on the road. Denis Lefebvre asked for help from French River Bylaw officers to try to catch the aggressive dog to no avail. Pet Save was called by the French River Bylaw officer to assist.
Canine Running at large x2	<ul style="list-style-type: none"> We received 1 call regarding two dogs running at large in the village. We spoke to dog owners and the owners both informed that it was an isolated incident and that they would both be diligent in talking to their youth regarding tying the dogs when released outdoors. Both owners were warned that infraction tickets would be issued in the future if we receive more calls of their canine running at large.
Feline Call	<ul style="list-style-type: none"> We received a call from an elderly person regarding the death of her feline. She was very saddened, and she did not have the means to take care of her loved one. Denis picked up the feline and informed the owner that her cat would be buried and taken care of with respect. The elderly lady was very grateful. This is not something that we do on a regular basis but in this instance, we felt that this person needed help and we were happy to help this person.
Infraction Tickets	<ul style="list-style-type: none"> 10 infraction tickets were issued according to the 2012-09 Canine Control bylaws.
Meetings with CEO and correspondence with municipal citizens and complaint investigations.	<ul style="list-style-type: none"> We had several meetings with our CEO this month and several correspondences via telephone, email and texts regarding dogs running at large on a municipal road and complaints from a homeowner regarding dogs at large. It was a very busy month and we worked very hard on a consistent basis to take care of the problem canine.
Kilometers Incurred	<ul style="list-style-type: none"> Total kilometers for the month = 157.1 km

OTHER

- Report and invoice for January 2023 was submitted on February 3, 2023
- We had a very busy month regarding several canines running at large on a municipal road. Infractions tickets were issued and work with French River bylaw officers and Pet Save were required. On February 2nd, 2023 the aggressive canine was finally picked up and taken to Pet Save. We still have issues on this municipal road that will need to be dealt with but we are happy that the aggressive dog was removed in a safe and respectful manner.
- Several pictures were taken, and all correspondence were recorded.

Sharon Gauthier and Denis Lefebvre

Report to Municipal Council



Meeting Date: February 15, 2023	Report Date: February 8, 2023
Decision Requested: Yes	Priority: High
Direction Only: No	Type of Meeting: RMC

Report Title: Closure of Noelville OPP Station - Request for Support

Recommendation:

That Council pass a resolution in support of the request from The Municipality of French River to request that the Province keep the Noelville OPP station open.

Background:

The Mayor and myself were part of a meeting last week where the topic of discussion was the impending closure of the Noelville OPP station. They are mounting an effort to reverse this decision and are looking for support from neighboring municipalities.

Since the closure of the Warren OPP detachment, we are being serviced out of the Noelville Station (+/- 20 minute drive) and the Cache Bay detachment which is +/- (40 minute drive). If the Noelville station closes, we would now be a minimum of about 40 minutes to the next OPP station.

From past presentations, we (myself and members of Council who were in attendance) were informed that the OPP officers and their vehicles operate as a mobile office and are strategically placed in the district to provide district coverage and that fixed offices are mostly administrative centers. We believe this continues to be the case though the lack of notice from the OPP is concerning. That being said, it would be fair to believe that there would be a higher concentration of officers to respond to any one (1) event as it would be a location where Officers come and go.



Notes from the Mayor of French River (Gisele Pageau):

"Late last week a number of residents informed me that our OPP satellite office would officially be closed effective June 30th. I was surprised and upset that it was just around the corner.

It's important to note that the station has been earmarked for closure for many years but nothing was in works and we were assured that just because it's earmarked doesn't mean it will close anytime in the near future or even for a matter of fact. Just last November, we met with our CPAC partners which includes the four municipalities and representatives from the OPP. This issue was brought forward and we were told that there were no plans to close the Noelville site as the closure process had not started. Apparently, the process is a long one, and that the municipality and its stakeholders would be thoroughly consulted prior to any submission made to the Ministry.

I was getting calls and emails telling me that the date had been selected which is June 30th and our officers were to choose which station they would like to report to... either Sudbury or Cache Bay. I take the rumour mill usually with a grain of salt but this time I felt it had a ring of truth to it. Even our MPPs were already told about the closure. However, I as mayor, I was not contacted by anyone from the OPP that the process was on its way.

I reached out to Acting Inspector Bill McMullen and found out that the process had begun and the Ministry Note recommending closure was not yet complete. After some back-and-forth emails, I'm advised by Acting Inspector McMullen that the satellite office in Noelville was NOT closing on June 30th and that the property owner had not been given notice of the OPP's intention vacate the premises. I also asked him for a copy of the Ministry Note so that we could properly make our objections known. I did advise him that we do plan to object to any closures. The Inspector did agree to await our response prior to submitting the Ministry Note. What the government does and when after they receive both the Ministry Note and our response is unknown to me.

Therefore, before this process gets too far and becomes a fait accompli, I strongly believe that we, as a Council, must begin mounting a strong campaign to stop any closure or redeployment of our officers. Our police officers play an integral part in our community and having a satellite office in Noelville is crucial to the health and safety of every member of our community. There are many ways of keeping our detachment open and a little creative thinking will get us there.



I want to inform Council and members of the public watching, what is already in place, and I welcome your feedback.

Since our OPP detachment services four municipalities and offers services to Dokis First Nation, a meeting of the mayors of Killarney, St. Charles, and Markstay-Warren as well as an invitation has been sent out to Chief Duquette will take place on Tuesday.

As well, I've been in touch with both our MPPs France Gelina and John Vandof. They are supportive of our actions and are waiting in the wings to see how they assist us in stopping this closure.

A group of citizens are starting a petition and I'm sure every member of this municipality would be more than happy to sign it.

A request for a delegation with the Solicitor General at the OGRA conference is being written and hopefully we will be granted some time with him and his staff. In the meantime, I'll be sending a letter to the Solicitor General outlining our concerns and requesting his ministry accelerate the process of changing Sudbury East's current CPAC body to a full police board under section 10. This gives the municipalities much more say on how policing is done in our communities.

Finally, we do plan to make people aware through various media outlets and once the petition is ready, we will inform our constituents through the various community groups, word of mouth, etc."

Prepared by: Denis Turcot, CAO

Report to Municipal Council



Meeting Date: February 15, 2023	Report Date: February 9, 2023
Decision Requested: No	Priority: High
Direction Only: No	Type of Meeting: RMC

Report Title: Fire Department Pumper Options

Recommendation:

For information only.

Background:

At the February 1, 2023 Committee of the Whole Meeting, Council had asked the Treasurer to come back to Council with some numbers in regards to the purchase of a new pumper for the Fire Department.

Currently, the Fire Department reserve sits at \$111,618.81 with draft budget contribution of another \$40,000.00 for 2023. Also, the debenture interest rate of 4.05% was used in all scenarios for comparability. You will notice the cost of future vehicles have increased with time to help compensate for potential inflation. The Treasurer has looked at the interest that will be paid over the loan term(s) as well as the budget affect to give Council an idea of what impact on the budget might be.

Option 1 - Purchase a unit with 10 remaining years and purchase new in 10 years

	Used	New
Purchase Price of Vehicle	\$ 375,000.00	\$ 1,000,000.00
Deposit from Reserves	\$ 112,500.00	\$ 450,000.00
Interest paid over term	\$ 59,347.90	\$ 189,258.64
Yearly loan payment	\$ 32,184.80	\$ 49,283.90
Future Reserve payment	\$ 50,000.00	\$ 50,000.00
Current Reserve Payment	\$ 40,000.00	\$ 50,000.00
Budget Change	\$ 42,184.80	\$ 49,283.90



Option 2 - Purchase a unit with 15 remaining years and purchase new in 15 years

	Used	New
Purchase Price of Vehicle	\$ 375,000.00	\$ 1,000,000.00
Deposit from Reserves	\$ 112,500.00	\$ 650,000.00
Interest paid over term	\$ 59,347.90	\$ 120,437.32
Yearly loan payment	\$ 32,184.80	\$ 31,362.48
Future Reserve payment	\$ 50,000.00	\$ 40,000.00
Current Reserve Payment	\$ 40,000.00	\$ 50,000.00
Budget Change	\$ 42,184.80	\$ 21,362.48

Option 3 - Purchase a new unit with 20 remaining years

	New
Purchase Price of Vehicle	\$ 750,000.00
Deposit from Reserves	\$ 112,500.00
Interest paid over term	\$ 219,367.97
Yearly loan payment	\$ 57,124.54
Future Reserve payment	\$ 50,000.00
Current Reserve Payment	\$ 40,000.00
Budget Change	\$ 67,124.54

Option 4 - Repair current unit and purchase new in 5 years

	Used	New
Repair/Purchase Price	\$ 160,000.00	\$ 900,000.00
Deposit from Reserves	\$ 160,000.00	\$ 200,000.00
Interest paid over term		\$ 240,874.63
Yearly loan payment		\$ 62,724.98
Future Reserve payment	\$ 50,000.00	\$ 50,000.00
Current Reserve Payment	\$ 40,000.00	\$ 50,000.00
Budget Change	\$ 10,000.00	\$ 62,724.98



Option 5 - Repair current unit and purchase new in 5 years

	Used	New
Repair/Purchase Price	\$ 160,000.00	\$ 900,000.00
Deposit from Reserves	\$ 160,000.00	\$ 315,000.00
Interest paid over term		\$ 201,302.37
Yearly loan payment		\$ 52,420.16
Future Reserve payment	\$ 100,000.00	\$ 50,000.00
Current Reserve Payment	\$ 40,000.00	\$ 100,000.00
Budget Change	\$ 60,000.00	\$ 2,420.16

Option 6 - Purchase a new unit with 20 remaining years

	New
Purchase Price of Vehicle	\$ 525,000.00
Deposit from Reserves	\$ 100,000.00
Interest paid over term	\$ 146,245.31
Yearly loan payment	\$ 38,103.02
Future Reserve payment	\$ 50,000.00
Current Reserve Payment	\$ 40,000.00
Budget Change	\$ 48,103.02

Prepared by: Pamela McCracken, Director of Finance / Treasurer

Report to Municipal Council



Meeting Date: February 15, 2023	Report Date: February 8, 2023
Decision Requested: Yes	Priority: High
Direction Only: No	Type of Meeting: RMC

Report Title: Replacement of Sidewalk Sander

Recommendation:

That Council authorizes an upset limit of \$6,000 + tax to purchase a sidewalk sanding machine.

Option: That a lease cost of an additional \$1,500 + \$900 (incurred cost) be added to the 2023 budget and that a new sander be considered in the 2023 Capital budget. **Please Note:** this is a critical piece of equipment; our only other option is to sand by hand if we are to maintain sidewalks in winter.

Background:

In 2021, a sidewalk sander was purchased for approximately \$4,200. In early 2021-22 winter season it failed, was out of warranty and had an estimated repair cost of \$1,500. This unit also had bridging issues where the sand would not drop to the bottom and caused inconsistent spreading of sand and is not believed to be a workable solution for us.

We finished that season with the old sander and started this year again with the old sander as our main unit. The intent was to purchase a new sander this year, pending budget approval.

Last week the backup sander failed and is not repairable.

We contacted Tracks and Wheels and managed to get a loaner for \$900.00 per month as we are responsible to keep sidewalks to a standard that is found in the Minimum Maintenance Standard legislation (a piece of legislation that



protects the Municipality from liability claims if we maintain the infrastructure to the minimum standard that is set out).

I reached out to another supplier, and they have no stock, all new orders are at least out 3 to 4 weeks lead time. Waiting for competitive quote.

If we are directed to get more quotes and or more research, we will require additional rental time of 4 to 6 weeks (mid-April possible) at an additional cost of +/- \$1500.

An option from Tracks and Wheels is a drop sander Model 1140 pto available in 3 to 4 weeks at a cost of \$5,999.95 + HST. (a smaller model 640p will be considered if the hopper size is sufficient for our sidewalk system, which is to be determined).

Current staff believe that a drop spreader is more ideal than the broadcast spreader that we have been using, though there is no firsthand experience.

To note, if we order directly from manufacturer in Southern Ontario, we will not have the "setup fee" of \$480 from Tracks and Wheels. We have historically dealt with Tracks and Wheels for many pieces of equipment (services and purchase)

Prepared by: Denis Turcot, CAO



Tracks + Wheels Equipment Brokers Inc.

SUDBURY - NORTH BAY - TIMMINS

Call: 1-800-465-LIFT

e-mail: sales@tracksandwheels.com



TRACKS + WHEELS

Quote # 1524755

Reference:

Expires: 02/07/2023

Prepared for: Municipality Of St Charles C/O Denis Turcot 705 867 2032 ext. 206

By: Christopher Mccauley

Equipment

1 New OTHER 640PTO Drop Spreader

Item	Class	Description	Serial #	Qty	Unit Price	Ext Price
640PTO		Drop Spreader		1	\$4,814.95	\$4,814.95

Equipment Total \$4,814.95

Total Discounts \$0.00

Equipment Total Less Discounts \$4,814.95

Freight \$300.00

PDI \$0.00

Setup \$480.00

Taxable Environmental Charges \$0.00

Total \$5,594.95

Non Taxable Environmental Charges \$0.00

* Not exactly as shown. Shown with optional product.

Notes:

1 New OTHER 1140 PTO Drop Spreader

Item	Class	Description	Serial #	Qty	Unit Price	Ext Price
1140 PTO		Drop Spreader		1	\$5,219.95	\$5,219.95

Equipment Total \$5,219.95

Total Discounts \$0.00

Equipment Total Less Discounts \$5,219.95

Freight \$300.00

PDI \$0.00

Setup \$480.00

Taxable Environmental Charges \$0.00

Total \$5,999.95

Non Taxable Environmental Charges \$0.00

* Not exactly as shown. Shown with optional product.

Notes:



TRACKS + WHEELS

Tracks + Wheels Equipment Brokers Inc.

SUDBURY - NORTH BAY - TIMMINS

Call: 1-800-465-LIFT

e-mail: sales@tracksandwheels.com



Quote # 1524755

Reference:

Expires: 02/07/2023

Prepared for: Municipality Of St Charles C/O Denis Turcot 705 867 2032 ext. 206

By: Christopher Mccauley

Quote Summary

Notes:

Equipment Total	\$10,034.90
Total Discounts	\$0.00
Equipment Total Less Discounts	\$10,034.90
Freight	\$600.00
PDI	\$0.00
Setup	\$960.00
Administration Fees	\$150.00
Taxable Environmental Charges	\$0.00
Other Taxable	\$300.00
Plus Purchasable Warranty	\$0.00
Selling Price	\$12,044.90
Less Trades	\$0.00
Total After Trades	\$12,044.90
GST/HST	\$1,565.84
PST/QST	\$0.00
Non Taxable Environmental Charges	\$0.00
Other Non-Taxable	\$0.00
Total	\$13,610.74
Liens outstanding on trade-in	\$0.00
Cash Down Payment	\$0.00
Total After Cash Down Payment	\$13,610.74

This quote is valid to 12/31/2021 Inventory and sales incentives subject to change. Prices are subject to change without notice.

To accept, please sign here and return to dealer

Page 2 of 2 on 2/7/2023 12:54:56 PM

Report to Municipal Council



Meeting Date: February 15, 2023	Report Date: February 8, 2023
Decision Requested: Yes	Priority: Med
Direction Only: No	Type of Meeting: RMC

Report Title: St.-Charles Public Library Board Members

Recommendation:

That Council appoint members to the St.-Charles Public Library Board for the term of 2022 – 2026.

Background:

The Library has provide their list of members for reappointment to the Board.

During the Inaugural Meeting Councillor Loftus was appointed to the Library Board for the 2022 – 2026 term of Council.

The Board has provided the following names for reappointment:

- Sheila Mehes
- Suzanne Dzimidowicz
- Monique Kadlec
- Ron Morck

The Board is currently seeking new members.

Prepared by: Tammy Godden, Clerk

<div>RATING BY-LAW</div>	
<div>Tile Drainage Act, R.S.O. 1990, c. T.8, s.8</div>	
<div>THE CORPORATION OF THE Municipality of St.-Charles BY-LAW NUMBER 2023-05</div>	
<div>A by-law imposing special annual drainage rates upon land in respect of which money is borrowed under the Tile Drainage Act .</div>	
<div>WHEREAS owners of land in the municipality have applied to the council under the Tile Drainage Act for loans for the purpose of constructing subsurface drainage works on such land;</div>	
<div>AND WHEREAS the council has, upon their application, lent the owners the total sum of \$35,100.00 to be repaid with interest by means of rates hereinafter imposed;</div>	
<div>The council, pursuant to the Tile Drainage Act , enacts as follows:</div>	
<div>1. That annual rates as set out in the Schedule 'A' attached hereto are hereby imposed upon such land as described for a period of ten years, such rates shall have priority lien status, and shall be levied and collected in the same manner as taxes.</div>	
<div>First Reading</div>	<div>2023-Feb-15 yyyy/mm/dd</div>
<div>Second Reading</div>	<div>2023-Feb-15 yyyy/mm/dd</div>
<div>Provisionally adopted this</div>	<div>15 day of February , 2023</div>
<div>Paul Branconnier Name of Head of Council</div>	<div>Signature</div>
<div>Tammy Godden Name of Clerk</div>	<div>Signature</div>

<div>Third Reading</div>	<div>2023-Feb-15</div>
<div>Enacted this</div>	<div>15 day of February , 2023</div>
<div>Paul Branconnier Name of Head of Council</div>	<div>Signature</div>
	<div>Corporate Seal</div>
<div>Tammy Godden Name of Clerk</div>	<div>Signature</div>

<div>I, Tammy Godden , clerk of the Corporation of the Municipality of St.-Charles certify that the above by-law was duly passed by the council of the Corporation and is a true copy thereof.</div>	
<div>Tammy Godden Name of Clerk</div>	<div>Signature</div>
	<div>Corporate Seal</div>

The Corporation of the Municipality of St.-Charles
Schedule 'A' to By-law Number 2023-05

Property Owner Information*				Description of Land Parcel to Which the Repayment Charge Will be Levied					Proposed date of loan (YYYY-MM-DD)	Sum to be loaned \$	Annual rate to be imposed \$
Luc Lemieux	0	0		Lot: 10		Con: 3			2023-Mar-01	\$ 11,700.00	\$ 1,589.66
-	-										
4940 Highway 535		St.-Charles	ONT	Roll #:	5204	000	001	26400			
Luc Lemieux	0	0		Lot: 10		Con: 3			2023-Mar-01	\$ 11,700.00	\$ 1,589.66
-	-										
4940 Highway 535		St.-Charles	ONT	Roll #:	5204	000	001	26415			
Lucie Lemieux (Estate of)	0	0		Lot: 10		Con: 3			2023-Mar-01	\$ 11,700.00	\$ 1,589.66
-	-										
4940 Highway 535		St.-Charles	ONT	Roll #:	5204	000	001	26405			
0	0	0		Lot:		Con:					
-	-										
				Roll #:							
0	0	0		Lot:		Con:					
-	-										
				Roll #:							
0	0	0		Lot:		Con:					
-	-										
				Roll #:							
0	0	0		Lot:		Con:					
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0	0	0		Lot:		Con:					
-	-										
				Roll #:							
0	0	0		Lot:		Con:					
-	-										
				Roll #:							
* If property is owned in partnership, all partners must be listed. If property is owned by a corporation, list the corporation's name and the name and corporate position of the authorized officer in the last blank space provided.Only the owner(s) of the property may apply for a loan.											
TOTAL *										\$ 35,100.00	\$ 4,768.98

TILE DRAINAGE DEBENTURE

Tile Drainage Act, R.S.O. 1990, c. T.8, subs. 2(1)

\$35,100.00

No. 2023-01

The Corporation of the Municipality of St.-Charles hereby promises to pay to the Minister of Finance, the principal sum of \$35,100.00 of lawful money of Canada, together with interest thereon at the rate of 6 per cent per annum in ten equal instalments of \$4,768.98 on the 1st day of March, in the years 2024 to 2033, both inclusive.

The right is reserved to The Corporation of the Municipality of St.-Charles to prepay this debenture in whole or in part at any time or times on payment, at the place where and in the money in which this debenture is expressed to be payable, of the whole or any amount of principal and interest owing at the time of such prepayment.

This debenture, or any interest therein, is not, after a Certificate of Ownership has been endorsed thereon by the Treasurer of this Corporation, or by such other person authorized by by-law of this Corporation to endorse such Certificate of Ownership, transferable.

Dated at the Municipality of St.-Charles in the Province of Ontario, this 1st day of March, 2023, under the authority of By-law No. 11-76 & 90-013 of the Corporation entitled "A by-law to raise money to aid in the construction of drainage works under the *Tile Drainage Act*."

Corporate Seal

Paul Branconnier

Name of Head of Council

Signature

Pamela McCracken

Name of Treasurer

Signature

OFFER TO SELL

Tile Drainage Act, R.S.O. 1990, c. T.8, subs. 5(8)

TO THE MINISTER OF FINANCE

The Corporation of Municipality of St.-Charles
hereby offers to sell Debenture No. 2023-01 in the principal amount of \$35,100.00
to the Minister of Finance as authorized by Borrowing By-law No. 11-76 & 90-013 of the Corporation.

The principal amount of this debenture is the aggregate of individual loans applied for and each loan is not more than 75 per cent of the cost of the drainage work constructed.

An inspector of drainage, employed by the Corporation, has inspected each drainage work for which the Corporation will lend the proceeds of this debenture and each has been completed in accordance with the terms of the loan approval given by council.

A copy of the Inspection and Completion Certificate for each drainage work, for which the Corporation lend the proceeds of this debenture, is attached hereto.

March 01, 2023

Date

Pamela McCracken

Name of Treasurer

Signature of Treasurer

Corporate Seal

INSPECTION AND COMPLETION CERTIFICATE

The Tile Drainage Act, RSO 1990, c. T.8, s. 4

To the council of the Municipality of St.-Charles

PROPERTY OWNERSHIP

If property is owned in partnership, all partners must be listed. If property is owned by a corporation, list the corporation's name and the name and corporate position of the authorized officer. Only the owner(s) of the property may apply for the loan.

Ownership type: Sole Ownership: Name: Luc Lemieux

Partnership: Partner 1 Name: Partner 2 Name: Partner 3 Name: Partner 4 Name: Partner 5 Name:

Corporation: Corporation Name: Authorized Officer Name: Position/Title:

APPLICANT MAILING ADDRESS AND PRIMARY CONTACT INFORMATION

Name: Luc Lemieux

Address: 4940 Highway 535

Town / City: St.-Charles ONT

County: Canada

Postal Code: POM 2W0

Telephone Number: 705-626-1690

Cell Number (optional): 705-626-1690

E-mail address (optional): luclemieux2001@hotmail.com

LOCATION OF LAND TO BE DRAINED

Lot or Part Lot: 10 Concession: 3 Geographic Township: Casimir

Parcel Roll Number: 5204 000 001 26400

0000 000 000 00000

Civic Address:

Address: 488 Musky Bay Road

Town/City: St.-Charles ONT

Postal Code: POM 2W0

DESCRIPTION OF DRAINAGE SYSTEM

Area Drained: 17 Acre This drainage work is: 2 The installation is: 1

1) improvement of an existing system 1) systematic 3) combination

2) completely new system 2) random

Contractor's Name DMD Farm Drainage, Northern Ontario Inc Business Licence No. 2539

Machine Licence No. under The Agricultural Tile Drainage Installation Act 844

MATERIAL -- 1 = plastic, corrugated; 2 = plastic with filter; 3 = plastic, smoothwall; 4 = concrete; 5 = clay.

Type (1, 2 or 3)	Size (millimetres)	Length (metres)	Cost \$
1	2	150.00	833.00
2	2	100.00	17333.00
3			
4			
5			
Installation Cost:		Installation of 4" 6"	\$ 7,384.62
Sundry: (Specify)		Outlet pipe, fittings, hickenbottom, float moves	\$ 917.58
Inspection Fees:			\$ 200.00
Calculated Total Cost:			\$ 20,211.41
Amount of Loan:			\$ 11,700.00

CERTIFICATION

I have inspected the drainage works constructed on land as described above and certify that circumstances prevail with respect to the drainage work as indicated above.

Name of Inspector of Drainage: John Linley

Telephone Number: 05-222-6175x26

Date of Inspection: 2023-Feb-06 (YYYY-MM-DD)

Date Work Completed: (YYYY-MM-DD)

Signature of Inspector of Drainage:

Signature of Land Owner:

PRINT AND DISTRIBUTE COPIES AS INDICATED

1. Original to be attached to Offer to Sell
2.Applicant's Copy

3. Clerk's Copy
4. Inspector's Copy

ONTARIO TILE LOAN PROGRAM

CALCULATION OF LOAN AMOUNT, ANNUAL REPAYMENT AND AMORTIZATION 10 YEAR TERM LOAN AT 6% INTEREST

DATA ENTRY: Landowner Information (Optional)

Landowner Name:		Luc Lemieux			
Landowner Home Address:		4940 Highway 535			
Landowner Town/City:		St.-Charles	ONT		
Property Drained:	a) Lot:	10			
	b) Concession:	3			
	c) Municipality:	St.-Charles			
	d) Roll Number:	5204	000	001	26400
Municipal Information:					
a) Debenture Number:		2023-01			
b) Rating By-law Number:		2023-05			
Any Other Information:	No other information				

Information Obtained From Inspection & Completion Certificate:

Total Material Costs:	\$	11,709.21		
Total Installation Costs:		\$7,384.62	CALCULATED Total Farmer Cost	\$20,211.41
Total Sundry Costs:		\$917.58	CALCULATED Maximum Available Loan	\$15,100.00
Inspection Fee:		\$200.00		

The maximum available loan is the lesser of \$50,000 or 75% of the total farmer cost. If the loan applicant wants a smaller loan than the maximum allowable enter it below, in multiples of \$100. Otherwise leave blank.

Desired Loan Amount (eg. 12600): \$11,700.00

Loan Date: 2023-Mar-01

CALCULATED Annual Repayment: \$1,589.66

AMORTIZATION SCHEDULE

Payment Number	Repayment Date (mo./yr.)	Installment Amount	Interest Cost	Principal Repayment	Loan Balance
Opening Balance	2023-Mar-01				\$11,700.00
1	2024-Mar-01	\$1,589.66	\$702.00	\$887.66	\$10,812.34
2	2025-Mar-01	\$1,589.66	\$648.74	\$940.92	\$9,871.42
3	2026-Mar-01	\$1,589.66	\$592.29	\$997.37	\$8,874.05
4	2027-Mar-01	\$1,589.66	\$532.44	\$1,057.22	\$7,816.83
5	2028-Mar-01	\$1,589.66	\$469.01	\$1,120.65	\$6,696.18
6	2029-Mar-01	\$1,589.66	\$401.77	\$1,187.89	\$5,508.29
7	2030-Mar-01	\$1,589.66	\$330.50	\$1,259.16	\$4,249.13
8	2031-Mar-01	\$1,589.66	\$254.95	\$1,334.71	\$2,914.42
9	2032-Mar-01	\$1,589.66	\$174.87	\$1,414.79	\$1,499.63
10	2033-Mar-01	\$1,589.66	\$90.03	\$1,499.63	\$0.00
Total Principal Repaid					\$11,700.00
Total Interest Paid					\$4,196.60

INSPECTION AND COMPLETION CERTIFICATE

The Tile Drainage Act, RSO 1990, c. T.8, s. 4

To the council of the Municipality of St.-Charles

PROPERTY OWNERSHIP

If property is owned in partnership, all partners must be listed. If property is owned by a corporation, list the corporation's name and the name and corporate position of the authorized officer. Only the owner(s) of the property may apply for the loan.

Ownership type: Sole Ownership: Name: Luc Lemieux

Partnership: Partner 1 Name: Partner 2 Name: Partner 3 Name: Partner 4 Name: Partner 5 Name:

Corporation: Corporation Name: Authorized Officer Name: Position/Title:

APPLICANT MAILING ADDRESS AND PRIMARY CONTACT INFORMATION

Name: Luc Lemieux

Address: 4940 Highway 535

Town / City: St.-Charles ONT

County: Canada

Postal Code: POM 2W0

Telephone Number: 705-626-1690

Cell Number (optional):

E-mail address (optional):

LOCATION OF LAND TO BE DRAINED

Lot or Part Lot: 10 Concession: 3 Geographic Township: Casimir

Parcel Roll Number: 5204 000 001 26415

Civic Address: Address: 488 Musky Bay Road

Town/City: St.-Charles ONT

Postal Code: POM 2W0

DESCRIPTION OF DRAINAGE SYSTEM

Area Drained: 17 Acre This drainage work is: 2 The installation is: 1

1) improvement of an existing system 1) systematic 3) combination

2) completely new system 2) random

Contractor's Name: DMD Farm Drainage, Northern Ontario Inc Business Licence No. 2539

Machine Licence No. under The Agricultural Tile Drainage Installation Act 844

MATERIAL -- 1 = plastic, corrugated; 2 = plastic with filter; 3 = plastic, smoothwall; 4 = concrete; 5 = clay.

Type (1, 2 or 3)	Size (millimetres)	Length (metres)	Cost \$
1 2	150.00	833.00	\$ 1,482.74
2 2	100.00	17333.00	\$ 10,226.47
3			
4			
5			
Installation Cost:			\$ 7,384.62
Sundry: (Specify)			\$ 917.13
Inspection Fees:			\$ 200.00
Calculated Total Cost:			\$ 20,210.96
Amount of Loan:			\$ 11,700.00

CERTIFICATION

I have inspected the drainage works constructed on land as described above and certify that circumstances prevail with respect to the drainage work as indicated above.

Name of Inspector of Drainage: John Linley

Telephone Number: 05-222-6175x29

Date of Inspection: 2023-Feb-06 (YYYY-MM-DD)

Date Work Completed:

(YYYY-MM-DD)

Signature of Inspector of Drainage:

Signature of Land Owner:

ONTARIO TILE LOAN PROGRAM

CALCULATION OF LOAN AMOUNT, ANNUAL REPAYMENT AND AMORTIZATION 10 YEAR TERM LOAN AT 6% INTEREST

DATA ENTRY: Landowner Information (Optional)

Landowner Name:	Luc Lemieux		
Landowner Home Address:	4940 Highway 535		
Landowner Town/City:	St.-Charles	ONT	
Property Drained:	a) Lot:	10	
	b) Concession:	3	
	c) Municipality:	St.-Charles	
	d) Roll Number:	5204	000
Municipal Information:			
	a) Debenture Number:	2023-01	
	b) Rating By-law Number:	2023-05	
Any Other Information:			

Information Obtained From Inspection & Completion Certificate:

Total Material Costs:	\$ 11,709.21		
Total Installation Costs:	\$7,384.62	CALCULATED Total Farmer Cost	\$20,210.96
Total Sundry Costs:	\$917.13	CALCULATED Maximum Available Loan	\$15,100.00
Inspection Fee:	\$200.00		

The maximum available loan is the lesser of \$50,000 or 75% of the total farmer cost. If the loan applicant wants a smaller loan than the maximum allowable enter it below, in multiples of \$100. Otherwise leave blank.

Desired Loan Amount (eg. 12600):

Loan Date:

CALCULATED Annual Repayment:

AMORTIZATION SCHEDULE

Payment Number	Repayment Date (mo./yr.)	Installment Amount	Interest Cost	Principal Repayment	Loan Balance
Opening Balance	2023-Mar-01				\$11,700.00
1	2024-Mar-01	\$1,589.66	\$702.00	\$887.66	\$10,812.34
2	2025-Mar-01	\$1,589.66	\$648.74	\$940.92	\$9,871.42
3	2026-Mar-01	\$1,589.66	\$592.29	\$997.37	\$8,874.05
4	2027-Mar-01	\$1,589.66	\$532.44	\$1,057.22	\$7,816.83
5	2028-Mar-01	\$1,589.66	\$469.01	\$1,120.65	\$6,696.18
6	2029-Mar-01	\$1,589.66	\$401.77	\$1,187.89	\$5,508.29
7	2030-Mar-01	\$1,589.66	\$330.50	\$1,259.16	\$4,249.13
8	2031-Mar-01	\$1,589.66	\$254.95	\$1,334.71	\$2,914.42
9	2032-Mar-01	\$1,589.66	\$174.87	\$1,414.79	\$1,499.63
10	2033-Mar-01	\$1,589.66	\$90.03	\$1,499.63	\$0.00
Total Principal Repaid					\$11,700.00
Total Interest Paid					\$4,196.60

INSPECTION AND COMPLETION CERTIFICATE

The Tile Drainage Act, RSO 1990, c. T.8, s. 4

To the council of the Municipality of St.-Charles

PROPERTY OWNERSHIP

If property is owned in partnership, all partners must be listed. If property is owned by a corporation, list the corporation's name and the name and corporate position of the authorized officer. Only the owner(s) of the property may apply for the loan.

Ownership type: Sole Ownership: Name: Lucie Lemieux (Estate of)

Partnership: Partner 1 Name: Partner 2 Name: Partner 3 Name: Partner 4 Name: Partner 5 Name:

Corporation: Corporation Name: Authorized Officer Name: Position/Title:

APPLICANT MAILING ADDRESS AND PRIMARY CONTACT INFORMATION

Name: Luc Lemieux

Address: 4940 Highway 535

Town / City: St.-Charles ONT

County: Canada

Postal Code: P0M 2W0

Telephone Number: 705-626-1690

Cell Number (optional):

E-mail address (optional):

LOCATION OF LAND TO BE DRAINED

Lot or Part Lot: 10 Concession: 3 Geographic Township: Casimir

Parcel Roll Number: 5204 000 001 26405

Civic Address: Address: 488 Musky Bay Road

Town/City: St.-Charles ONT

Postal Code: P0M 2W0

DESCRIPTION OF DRAINAGE SYSTEM

Area Drained: 17 Acre This drainage work is: 2 The installation is: 1

1) improvement of an existing system 1) systematic 3) combination

2) completely new system 2) random

Contractor's Name: DMD Farm Drainage, Northern Ontario Inc Business Licence No. 2539

Machine Licence No. under The Agricultural Tile Drainage Installation Act 844

MATERIAL -- 1 = plastic, corrugated; 2 = plastic with filter; 3 = plastic, smoothwall; 4 = concrete; 5 = clay.

Type (1, 2 or 3)	Size (millimetres)	Length (metres)	Cost \$
1 2	150.00	834.00	\$ 1,484.52
2 2	100.00	17334.00	\$ 10,227.06
3			
4			
5			
Installation Cost:			\$ 7,385.76
Sundry: (Specify)			\$ 917.12
Inspection Fees:			\$ 200.00
Calculated Total Cost:			\$ 20,214.46
Amount of Loan:			\$ 11,700.00

CERTIFICATION

I have inspected the drainage works constructed on land as described above and certify that circumstances prevail with respect to the drainage work as indicated above.

Name of Inspector of Drainage: John Linley

Telephone Number: 05-222-6175x26

Date of Inspection: 2023-Feb-06 (YYYY-MM-DD)

Date Work Completed: (YYYY-MM-DD)

Signature of Inspector of Drainage:

Signature of Land Owner:

ONTARIO TILE LOAN PROGRAM

CALCULATION OF LOAN AMOUNT, ANNUAL REPAYMENT AND AMORTIZATION 10 YEAR TERM LOAN AT 6% INTEREST

DATA ENTRY: Landowner Information (Optional)

Landowner Name:	Luc Lemieux			
Landowner Home Address:	4940 Highway 535			
Landowner Town/City:	St.-Charles	ONT		
Property Drained:	a) Lot:	10		
	b) Concession:	3		
	c) Municipality:	St.-Charles		
	d) Roll Number:	5204	000	001
Municipal Information:				
	a) Debenture Number:	2023-01		
	b) Rating By-law Number:	2023-05		
Any Other Information:				

Information Obtained From Inspection & Completion Certificate:

Total Material Costs:	\$ 11,711.58		
Total Installation Costs:	\$7,385.76	CALCULATED Total Farmer Cost	\$20,214.46
Total Sundry Costs:	\$917.12	CALCULATED Maximum Available Loan	\$15,100.00
Inspection Fee:	\$200.00		

The maximum available loan is the lesser of \$50,000 or 75% of the total farmer cost. If the loan applicant wants a smaller loan than the maximum allowable enter it below, in multiples of \$100. Otherwise leave blank.

Desired Loan Amount (eg. 12600): \$11,700.00

Loan Date: 2023-Mar-01

CALCULATED Annual Repayment: \$1,589.66

AMORTIZATION SCHEDULE

Payment Number	Repayment Date (mo./yr.)	Installment Amount	Interest Cost	Principal Repayment	Loan Balance
Opening Balance	2023-Mar-01				\$11,700.00
1	2024-Mar-01	\$1,589.66	\$702.00	\$887.66	\$10,812.34
2	2025-Mar-01	\$1,589.66	\$648.74	\$940.92	\$9,871.42
3	2026-Mar-01	\$1,589.66	\$592.29	\$997.37	\$8,874.05
4	2027-Mar-01	\$1,589.66	\$532.44	\$1,057.22	\$7,816.83
5	2028-Mar-01	\$1,589.66	\$469.01	\$1,120.65	\$6,696.18
6	2029-Mar-01	\$1,589.66	\$401.77	\$1,187.89	\$5,508.29
7	2030-Mar-01	\$1,589.66	\$330.50	\$1,259.16	\$4,249.13
8	2031-Mar-01	\$1,589.66	\$254.95	\$1,334.71	\$2,914.42
9	2032-Mar-01	\$1,589.66	\$174.87	\$1,414.79	\$1,499.63
10	2033-Mar-01	\$1,589.66	\$90.03	\$1,499.63	\$0.00
Total Principal Repaid					\$11,700.00
Total Interest Paid					\$4,196.60

<http://www.gov.on.ca/OMAF/english/landuse/tileloan2.xls>

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

BY-LAW 2023-06

**BEING A BY-LAW TO ENTER INTO A GRANT AGREEMENT WITH FEDERATION
OF CANADIAN MUNICIPALITIES**

WHEREAS Council for the Corporation of the Municipality of St.-Charles deems it necessary to enter into a Grant Agreement with Federation of Canadian Municipalities ("FCM") under the Municipal Asset Management Program, to complete Condition Assessment Program Development, conduct third-party Facility Condition Assessment and to complete Asset Management Strategy Development;

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

1. THAT the Corporation of the Municipality of St.-Charles enter into a Grant Agreement with Federation of Canadian Municipalities.
2. THAT the Mayor and Clerk are hereby authorized and directed to execute, on behalf of the Corporation of the Municipality of St.-Charles, the Grant Agreement attached hereto and identified as Appendix "A" to this By-Law.
3. THAT the attached Appendix "A" forms part of this By-Law.
4. THAT all other By-Laws on the same subject matter which are inconsistent with this By-Law are hereby repealed.
5. THAT 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 15TH DAY OF FEBRUARY 2023.**

MAYOR

CLERK

APPENDIX "A"

GRANT AGREEMENT

THIS AGREEMENT is effective as of the date of last signature on the signature page.

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF ST. CHARLES

(herein called "**Recipient**")

-and-

FEDERATION OF CANADIAN MUNICIPALITIES

(herein called "**FCM**")

WHEREAS:

- (a) the Government of Canada and FCM have established the Municipal Asset Management Program (herein called **MAMP**);
- (b) the Government of Canada has funded the Municipal Asset Management Program, which is being administered by FCM;
- (c) FCM has agreed to provide the Recipient with a grant for use by the Recipient solely for the project described in this Agreement; and
- (d) this Agreement contains the terms for the administration and remittance of the grant by FCM to the Recipient and the use of the grant by the Recipient.

NOW THEREFORE, the Parties hereby agree as follows:

ARTICLE 1 DEFINITIONS AND SCHEDULES

1.01 Definitions. Whenever used in this Agreement and unless the context otherwise requires, the following terms have the following meanings:

"Agreement" means this agreement, including all schedules, and all amendments or restatements as permitted;

"Business Day" means any day other than a Saturday, Sunday or statutory holidays in the Province of Ontario;

"Claim" has the meaning ascribed thereto in Section 13.01 of this Agreement;

"Confidential Information" has the meaning ascribed thereto in Section 11.01 of this Agreement.

"Eligible Activities" means any reasonable activities necessary to complete the Project as described in Part 2 of Schedule A attached hereto.

"Eligible Expenditure Date" has the meaning ascribed thereto in Part 4 of Schedule C attached hereto;

"Eligible Expenditures" means those permitted expenditures described in Part 4 of Schedule C attached hereto, for which the Recipient may use the Grant;

"Grant" means the grant set forth in Article 2;

"Grant Amount" means the amount to be disbursed by FCM on account of the Grant up to the maximum amount set forth in Part 1 of Schedule B attached hereto;

"Indemnified Parties" has the meaning ascribed thereto in Section 13.01 of this Agreement;

"Parties" means FCM and the Recipient, and **"Party"** refers to any one of them;

"Project" means the project described in Part 2 of Schedule A attached hereto;

"Project End Date" has the meaning ascribed thereto in Part 2 of Schedule A attached hereto; and

"Project Start Date" has the meaning ascribed thereto in Part 2 of Schedule A attached hereto;

"Receiving Party" has the meaning ascribed thereto in Section 11.01 of this Agreement.

1.02 Schedules. The following annexed Schedules, which may be amended by FCM from time to time, form part of this Agreement and the Parties shall comply with all terms and conditions set-out therein:

Schedule A: Part 1: Conditions of Contribution
Part 2: Description of Project, Statement of Work and Project Expenditures
Part 3: Reporting Requirements and Project Deliverables

Schedule B: Part 1: Grant Amount
Part 2: Particulars of the Sources of Funding
Part 3: Contribution Schedule/Period of Funding

Schedule C: Part 1: Request for Contribution, Letter of Attestation and Expense Claim
Part 2: Report Templates
Part 3: Accepted Practices
Part 4: Eligible Expenditures

Schedule D: Contact Information

ARTICLE 2 THE GRANT

2.01 Grant Purpose. FCM is providing the Grant to the Recipient for the sole purpose of assisting the Recipient in the performance of the Project, as described in Part 2 of Schedule A attached hereto.

2.02 Grant Amount. Subject to and in accordance with the terms and conditions of this Agreement and in reliance upon the representations, warranties and covenants of the Recipient hereinafter set forth, FCM agrees to contribute towards the Eligible Expenditures, the Grant Amount, as more particularly described in Part 1 of Schedule B attached hereto.

2.03 Disbursement of Grant.

- (a) FCM shall disburse the Grant in accordance with Part 3 of Schedule B attached hereto.
- (b) No portion of the Grant shall be disbursed by FCM without it first receiving from the Recipient a completed Request for Contribution in accordance with Part 1 of Schedule C attached hereto.
- (c) Provided that the Conditions of Contribution set-out in Part 1 of Schedule A attached hereto are satisfied, the Recipient may request the Grant by delivering to FCM the appropriate

Request for Contribution in accordance with Part 1 of Schedule C attached hereto at least 30 days before the requested date of disbursement; the requested date of disbursement may be delayed if the Request for Contribution delivered by the Recipient to FCM is not, in FCM's sole discretion, satisfactory and revisions or supplemental documentation are required.

- 2.04 Term. This Agreement shall continue in force until FCM has received and notified the Recipient of its satisfaction with all reports required to be completed by the Recipient in accordance with the terms and conditions of this Agreement, or until the Agreement has been terminated in accordance with Section 12.01, whichever shall first occur.

ARTICLE 3 CONDITIONS OF CONTRIBUTION

- 3.01 Conditions of Contribution. Subject to Section 2.03, the obligation of FCM to disburse the Grant to the Recipient is conditional upon the Recipient satisfying the conditions set-out in Part 1 of Schedule A attached hereto, to the satisfaction of FCM.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

- 4.01 Representations and Warranties. The Recipient represents and warrants that:
- (a) it is duly established under the laws of the Province of Ontario and has the legal power and authority to enter into, and perform its obligations under this Agreement and the Project;
 - (b) this Agreement has been duly authorized and executed by it and constitutes a valid and binding obligation of it, enforceable against it in accordance with its terms;
 - (c) neither the making of this Agreement nor the compliance with its terms and the terms of the Project will conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under any indenture, debenture, agreement or other instrument or arrangement to which the Recipient is a party or by which it is bound, or violate any of the terms or provisions of the Recipient's constituting documents or any license, approval, consent, judgment, decree or order or any statute, rule or regulation applicable to the Recipient;
 - (d) no litigation, arbitration or administrative proceedings are current or pending or have been threatened, and so far as the Recipient is aware no claim has been made, which is likely to have an adverse effect on its preparation and/or delivery of the Project or its compliance with its obligations under this Agreement; and
 - (e) it has the right to grant the license set out in Section 6.02 of this Agreement.

ARTICLE 5 COVENANTS

- 5.01 Affirmative Covenants. Unless FCM shall otherwise agree in writing, the Recipient covenants and agrees that it shall:
- (a) use the Grant only for Eligible Activities relating to the Project;
 - (b) carry out the Project and conduct the activities thereof in compliance with all applicable laws and regulations and, without restricting the generality of the foregoing, in compliance

with all labour, environmental, health and safety and human rights legislation applicable to the Project;

- (c) carry out the Project with due diligence and efficiency and in accordance with sound engineering, scientific, financial and business practices;
- (d) ensure that Project contracts are awarded in a way that is fair, transparent, competitive and consistent with value for money principles (the optimal combination of quality, service, time and cost considerations, over the useful life of the good, service or asset acquired for the purposes of Eligible Activities);
- (e) provide FCM with prompt notice of any:
 - A. material change to the Project;
 - B. proposed change in the nature or scope of its legal status; or
 - C. act, event, litigation or administrative proceeding that does or may materially and adversely affect the Project or may materially and adversely affect the ability of the Recipient to perform its obligations under this Agreement or the Project
- (f) comply with FCM's reporting requirements by using the latest version of the report templates, provided for indicative purposes in Schedule C, Part 2, which are amended from time to time by FCM and made available to the Recipient after signature of the Agreement; and
- (g) repay any amounts owed to FCM, as determined by FCM, within 30 days of receiving such notice by FCM.

5.02 Negative Covenants. Unless FCM shall otherwise agree in writing, the Recipient shall not:

- (a) use the Grant for expenditures that are not Eligible Expenditures;
- (b) for 5 years after the end date of this Agreement, sell, assign, transfer, lease, exchange or otherwise dispose of, or contract to sell, assign, transfer, lease, exchange or otherwise dispose of, any of the real or personal property, whether movable or immovable, acquired, purchased, constructed, rehabilitated or improved, in whole or in part, with the Grant (the "**Assets**"); if at any time within 5 years after the end date of this Agreement, the Recipient sells, assigns, transfers, leases, exchanges or otherwise disposes of any Asset other than to the Government of Canada, a local government, or with the Government of Canada's consent, the Recipient may be required to pay back to FCM, at FCM's sole discretion, all or a portion of the Grant that was disbursed by FCM to the Recipient.

ARTICLE 6 INTELLECTUAL PROPERTY

- 6.01 Intellectual Property. Copyright in all reports, documents and deliverables prepared in connection with this Agreement and listed in the Schedules of this Agreement by or on behalf of the Recipient (the "Recipient Documentation") will be the exclusive property of, and all ownership rights shall vest in either the Recipient or, subject to the Recipient's ability to grant the license set out in Section 6.02, a person or entity engaged to develop the Recipient Documentation on behalf of the Recipient.
- 6.02 License. The Recipient hereby grants to FCM an irrevocable, perpetual, worldwide, royalty-free, license, to use, publish, make improvements to, sub-license, translate and copy the Recipient Documentation. This license shall survive the expiration or termination of this Agreement.

**ARTICLE 7
APPROPRIATIONS**

- 7.01 Appropriations. Notwithstanding FCM's obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for the Government of Canada making the necessary payment to FCM for the project or program in relation to which the Grant is being provided. FCM may reduce, delay or terminate any payment under this Agreement in response to the reduction or delay of appropriations or departmental funding levels in respect of transfer payments, the project or program in relation to which the Grant is being provided, or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. FCM will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction, delay or termination of funding.

**ARTICLE 8
MEMBERS OF THE HOUSE OF COMMONS AND SENATE**

- 8.01 No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement, or to any benefit arising from it, that is not otherwise available to the general public. The Recipient will promptly inform FCM should it become aware of the existence of any such situation.

**ARTICLE 9
NO BRIBES**

- 9.01 The Recipient guarantees that no bribe, gift or other inducement has been paid, given, promised or offered to any person in order to obtain this Agreement. Similarly, no person has been employed to solicit or secure the Agreement upon any agreement for a commission, percentage, brokerage or contingent fee. The Recipient also guarantees that it has no financial interest in the business of any third party that would affect its objectivity in carrying out the Project.

**ARTICLE 10
AUDIT AND ACCESS**

- 10.01 Audit and Access.
- (a) FCM reserves the right to undertake, at any time, at its expense, any audit of the records and accounts of the Recipient in relation to the Project. The Recipient agrees to ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations conducted in accordance with this Agreement. The Recipient will submit to FCM in a timely manner, a report on follow-up actions taken to address recommendations and results of the audit.
 - (b) The Recipient shall maintain proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, employee timesheets, and vouchers, in respect of the Project. The Recipient covenants and agrees that it shall keep all such books and records of the Project until March 31, 2031.
 - (c) Upon FCM's request with reasonable prior notice thereto, the Recipient shall provide FCM and its designated representatives with reasonable and timely access to sites, facilities, and any documentation relating to the Project for the purposes of audit, inspection, monitoring, evaluation, and ensuring compliance with this Agreement, and permit FCM to

communicate directly with, including the receipt of information from, its external auditors regarding its accounts and operations relating to the Project.

- (d) The Government of Canada, the Auditor General of Canada, and their designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of this Agreement and any records and accounts respecting the Project and will have reasonable and timely access to sites, facilities and any documentation relevant for the purpose of audit.
- (e) The covenants, rights and obligations contained in this Article 10 shall survive the termination or expiry of this Agreement.

ARTICLE 11 CONFIDENTIALITY

11.01 Confidentiality.

- (a) All processes, documents, data, plans, material, policies or information pertaining to either Party's operations which is obtained by the other Party ("**Receiving Party**") or furnished to the Receiving Party in connection with this Agreement and expressly identified as confidential thereby, including, without limitation, the terms of this Agreement, ("**Confidential Information**") shall be maintained by the Receiving Party in strict confidence and shall not be disclosed to any person or entity for any reason or used by the Receiving Party except as necessary for it to perform its obligations hereunder.
- (b) The limitations contained in this section shall not apply to (a) Confidential Information which is in the public domain at the time of disclosure; (b) Confidential Information that becomes part of the public domain after disclosure through no fault of the Receiving Party; (c) Confidential Information that the Receiving Party can prove was known by the Receiving Party at the time of disclosure; (d) Confidential Information that the Receiving Party can prove was supplied to the Receiving Party by a third party or was independently developed by the Receiving Party; or (e) Confidential Information required to be disclosed pursuant to judicial process.

ARTICLE 12 TERMINATION

12.01 Termination of the Agreement.

- (a) FCM may terminate this Agreement:
 - A. if the Recipient breaches any term or condition of this Agreement, and fails to remedy such breach upon the expiry of 15 Business Days' written notice from FCM of such breach or, with respect to a breach that cannot be remedied within the 15 Business Day period, such longer period of time as FCM may reasonably provide the Recipient to remedy the breach, provided the Recipient has commenced to remedy the breach within the 15 Business Day period and is actively and diligently taking appropriate measures to remedy the breach;
 - B. if the Recipient becomes insolvent and/or proceedings have been commenced under any legislation or otherwise for its dissolution, liquidation or winding-up, or bankruptcy, insolvency or creditors' arrangement proceedings have been commenced by or against the Recipient;

- C. if, in FCM's sole discretion, the Project cannot be completed as initially presented; and
 - D. if the Parliament of Canada fails to pass an appropriation that is sufficient and constitutes lawful authority for the Government of Canada making the necessary payment to FCM for the project or program in relation to which the Grant is being provided.
- (b) Either Party may, on not less than 30 days' prior written notice to the other Party, terminate this Agreement.

12.02 Effect of Termination. If this Agreement is terminated pursuant to Section 12.01, the Recipient may be:

- (a) reimbursed for all or a portion of the expenses they have incurred in relation to the Project up to the effective date of termination; or
- (b) required to pay back to FCM all or a portion of the Grant Amount that was disbursed by FCM to the Recipient prior to the effective date of termination, within 30 days of receiving such notice by FCM;

as applicable, all subject to FCM's sole discretion and satisfaction, taking into consideration out-of-pocket expenses incurred and results reported by the Recipient in connection with the Project.

ARTICLE 13 INDEMNITY

13.01 Indemnity. The Recipient hereby agrees to indemnify and hold harmless FCM and its officers, directors, employees and agents (collectively, the "**Indemnified Parties**") from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, a "**Claim**"), by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, but only to the extent that such Claim arises out of or is in connection with the Recipient's breach of this Agreement or is caused by the negligence or wilful misconduct of the Recipient in the performance of its obligations hereunder or otherwise in connection with the Project.

13.02 Intellectual Property Indemnity. Recipient shall defend or settle at its expense any claim or suit against FCM arising out of or in connection with an assertion that the Recipient Intellectual Property infringes any intellectual property right and Recipient shall indemnify and hold harmless FCM from damages, costs, and attorneys' fees, if any, finally awarded in such suit or the amount of the settlement thereof; provided that (i) Recipient is promptly notified in writing of such claim or suit, and (ii) Recipient shall have the sole control of the defense and/or settlement thereof.

ARTICLE 14 MISCELLANEOUS PROVISIONS

14.01 Notice. Any notice, document or other communication required to be given under this Agreement shall be in writing and shall be sufficiently given if sent by personal delivery/courier, registered mail or email to the other Party at its address indicated in Schedule D attached hereto, or to such other address, email address or person that the Party designates in writing to the other Party. The notice shall be deemed to have been delivered on the day of personal delivery, on the day received by email (as evidenced by a transmission confirmation), or on the fifth day following mailing.

- 14.02 Relationship of the Parties. The relationship between the Recipient and FCM is, and shall at all times be and remain, essentially that of a recipient and a grantor, and this Agreement does not and shall not be deemed to create a joint venture, partnership, and fiduciary or agency relationship between the Parties for any purpose. Neither the Recipient, nor any of its personnel are engaged as an employee, servant or agent of FCM.
- 14.03 Public Announcements. The Recipient shall cooperate with FCM, who will lead the preparation and issuance of the public funding announcement for the Project and/or the coordination of a public announcement event attended by FCM and the Government of Canada. The Recipient will be informed of the process immediately after the signature of this Agreement. If any public statement or release is so required, the Recipient shall promptly inform FCM of upcoming promotional events related to the Project and allow FCM and the Government of Canada to participate in such media activities or events.
- 14.04 Project Branding. The Recipient shall recognize and state in an appropriate manner, as approved by FCM, the financial assistance offered by FCM concerning the Project and the contribution of the Government of Canada to FCM, as specified in Part 3 of Schedule C attached hereto. If requested by FCM, the Recipient shall have affixed, in content, form, location and manner acceptable to FCM, signage acknowledging the contribution of FCM and the Government of Canada to the Project. The Recipient shall adhere to the policies regarding the use of graphic design elements and signage as specified in Part 3 of Schedule C attached hereto.
- 14.05 Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, understandings, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided.
- 14.06 Survival. Except as otherwise provided herein, those sections of this Agreement which, by the nature of the rights or obligations set-out therein might reasonably be expected to survive any termination or expiry of this Agreement, shall survive any termination or expiry of this Agreement.
- 14.07 Amendments. No amendment of the Agreement will have any force or effect unless reduced to writing and signed by both Parties.
- 14.08 Assignment. The Recipient cannot assign this Agreement without the prior written consent of FCM.
- 14.09 Enurement. This Agreement shall enure to the benefit of, and shall be binding upon, the Parties and their respective, heirs, executors, administrators, successors and permitted assigns.
- 14.10 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the Province of Ontario and the federal laws of Canada applicable therein.
- 14.11 Severability. Each of the binding provisions contained in this Agreement is distinct and severable. Any declaration by a court of competent jurisdiction of the invalidity or unenforceability of any binding provision or part of a binding provision will not affect the validity or enforceability of any other provision of this Agreement.
- 14.12 Waiver. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Agreement, or the waiver by any Party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.
- 14.13 Counterparts. This Agreement may be executed and delivered (including by facsimile transmission or in protocol document format ("PDF")) in one or more counterparts, each of which when executed

shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement as of the date written below.

THE CORPORATION OF THE MUNICIPALITY OF ST. CHARLES

Per: _____

Name: Tammy Godden

Title: Clerk

Date: _____

Per: _____

Name:

Title:

Date: _____

I/We have authority to bind the Recipient herein.

FEDERATION OF CANADIAN MUNICIPALITIES

Per: _____

Name: Geneviève Thouin

Title: Project Director, MAMP

Date: _____

I have authority to bind FCM herein.

sSchedule A

Part 1 Conditions of Contribution

The obligation of FCM to disburse the Grant Amount is conditional upon the Recipient satisfying the following conditions, to the satisfaction of FCM:

- Completed Request for Contribution in the form of Part 1 of Schedule C;
- Receipt and acceptance of Final Report, which is due within 30 days of Project end date, in accordance with the reporting template Part 2 of Schedule C;
- Receipt and acceptance of Evidence of Deliverables, as noted in the Final Report;
- Receipt and acceptance of Expense claim;
- Letter of Attestation for Expense Claim, including confirmation that all expenses claimed are Eligible Expenditures, in the format of Part 4 of Schedule C.

The Recipient acknowledges and agrees that, notwithstanding the foregoing conditions, FCM's obligation to disburse the Grant Amount is subject to Article 7 of the Agreement.

Schedule A

Part 2 Description of Project, Statement of Work and Project Expenditures

The Recipient will undertake a Project in accordance with the phases, activities and/or milestones outlined in the below Statement of Work.

Project Number: MAMP 17522 – The Corporation of the Municipality of St.-Charles, Ontario

Project Title: St. Charles Asset Management Strategy and Condition Assessment Program

Project Sector: Asset Management (MAMP)

Project Type: MAMP Projects

Project Start Date	Project End Date
1 January 2022	1 January 2023

Project Description

The Municipality of St.-Charles will capture critical information on municipally owned facilities to include in future Asset Management planning documents and develop an Asset Management strategy. Further, the Municipality will develop an internal condition assessment program in order be able to assess municipal assets in the future to update the Asset Management Plan as required. These activities are critical for the municipality as we continue to build our Asset Management program and seek compliance with provincial regulations.

Activity	Deliverable
1. Complete Condition Assessment Program Development	<p>A document or set of documents including:</p> <ul style="list-style-type: none"> A copy of the Condition and Data Structure Workshop Summary Report addressing the road network, stormwater network, wastewater network, buildings & facilities, vehicles, machinery & equipment, and land improvements; A copy of the attendance records and materials from the Condition and Data Structure Workshop.
2. Conduct third-party Facility Condition Assessment	<p>A document or set of documents including:</p> <ul style="list-style-type: none"> A copy of Facility Condition Assessment Report addressing all municipal buildings: municipal office, public works garage, arena, community centre, fire hall, wellness centre.
3. Complete Asset Management Strategy Development	<p>A document or set of documents including:</p> <ul style="list-style-type: none"> A copy of the Council endorsed Asset Management Strategy addressing the road network, bridges, stormwater network, wastewater network, buildings & facilities, vehicles, machinery & equipment, and land Improvements with: Phase 1: Current State Assessment and Phase 2: Visioning and Refinement (High-level Roadmap to achieve future AM Maturity)

Activity	Start date:	End date:	Eligible Expenditures (\$)	Ineligible Expenditures (\$)	Total Expenditure (\$)
Complete Condition Assessment Program Development	1 January 2022	1 January 2023			
Working closely with PSD to develop an assessment program to help Municipal worker assess conditions on Municipal assets to update AMP on a perpetual basis.			\$14,500.00	\$0.00	\$14,500.00
Activity 1 Subtotals			\$14,500.00	\$0.00	\$14,500.00
Conduct third-party Facility Condition Assessment	1 January 2022	1 January 2023			
Third-party Facility Condition Assessment			\$12,800.00	\$0.00	\$12,800.00
Activity 2 Subtotals			\$12,800.00	\$0.00	\$12,800.00
Complete Asset Management Strategy Development	1 January 2022	1 January 2023			
Asset Management Strategy Development, delivered by PSD			\$0.00	\$0.00	\$0.00
Phase 1: Current State Assessment			\$24,000.00	\$0.00	\$24,000.00
Phase 2: Visioning and Refinement (High-level Roadmap to achieve future AM Maturity)			\$11,200.00	\$0.00	\$11,200.00
Activity 3 Subtotals			\$35,200.00	\$0.00	\$35,200.00
Total Expenditures			\$62,500.00	\$0.00	\$62,500.00

Total Eligible Expenditures	\$62,500.00
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Schedule A

Part 3 Reporting Requirements and Project Deliverables

The following report is to be provided to FCM at the completion of the Project. The format of the report is as provided in Part 2 of Schedule C.

Name of Report	Due Date:	Content
Final Report	31 January 2023	The content and format of this report is provided in Schedule C, Part 2.

Schedule B

Part 1 Grant amount

Subject to the terms and conditions of this Agreement, FCM agrees to contribute towards the Eligible Expenditures an amount (the “**Grant Amount**”) that is equal to the lesser of:

the sum of fifty thousand dollars (\$50,000.00); or

eighty percent (80.0%) of Eligible Expenditures;

Notwithstanding the foregoing, if the aggregate amount of funding received or to be received from all sources of funding, other than the Recipient, as described in Part 2 of Schedule B (all as determined and calculated by FCM) is greater than the total expenditures incurred by the Recipient in respect of the Project then FCM may reduce the Grant Amount to such amount as it deems appropriate, in its sole and absolute discretion.

Schedule B

Part 2 Particulars of the Sources of Funding

The funding sources for this initiative are outlined in the table below. Each funding source indicates the amount of funding and when the funding was confirmed or is expected to be confirmed.

Funding source	Description	Confirmed (Y/N)	Date committed Day month year	Amount (\$)	% of total budget
FCM Grant	Grant	Y	26 January 2022	\$50,000.00	80.0%
<i>The Corporation of the Municipality of St.-Charles</i>	Budget	Y	16 September 2020	\$12,500.00	20.0%
Total funding:				\$62,500.00	100.0%

Budget total expenditures	\$62,500.00
Budget total Eligible Expenditures	\$62,500.00

Schedule B

Part 3 Payment Schedule/ Period of Funding

FCM will disburse the Grant Amount as determined in this table upon completion of activities, as evidenced by submission and acceptance by FCM of the Final Report and a Request for Contribution.

The Final Report and Request for Contribution must be submitted at least 30 days prior to the requested date of disbursement.

The Recipient must notify FCM in writing of any anticipated delays in this disbursement schedule. FCM reserves the right to adjust dates of disbursement or amounts subject to Article 7 of the Agreement.

Deliverable	Date of Report Submission	Forecast Date of Disbursement	Maximum Amount of Disbursement
Final Report	31 January 2023	3 March 2023	\$50,000.00

Period of Funding:

The Period of Funding is defined as the period between the Project Start Date and 30 days after the Project End Date as set out in Part 2 of Schedule A.

Schedule C

Part 1 Request for Contribution, Letter of Attestation and Expense Claim

[LETTERHEAD OF THE RECIPIENT]

[Address]

[Date]

Federation of Canadian Municipalities
24 Clarence Street
Ottawa, Ontario
K1N 5P3

Attention: Anjali Parikh
Project Officer - MAMP

Ladies and Gentlemen:

Re: MAMP – no. 17522 Agreement between the Federation of Canadian Municipalities (as Trustee) and The Corporation of the Municipality of St.-Charles (“Recipient”) (the “Agreement”)

I, **[Instruction: insert the name of a person named in the Agreement]**, the **[Instruction: insert the title]**, of the Recipient certify and confirm that the Recipient is requesting the Contribution and that the Recipient has satisfied each condition of contribution listed below. I understand that all information below must be submitted and accepted in order for FCM to be able to proceed to funds transfer.

I am attaching to this request for contribution all documents specified in Part 1 of Schedule A:

- Project Final Report, with all content specified in the template (Part 2 of Schedule C);
- The deliverables (as indicate in the final report);
- Letter of Attestation;
- Expense Claim.

In addition, I have also attached the following documents:

- An updated statement of funding sources and amounts (Part 2 of Schedule B); and
- The request to receive payment by direct deposit.

Signature: _____ Date: _____

Schedule C

Letter of Attestation for Expense Claim

[LETTERHEAD OF THE RECIPIENT]

[Address]
[Date]

TO: The Federation of Canadian Municipalities

This letter of attestation (the “**Letter**”) is issued pursuant to the Agreement #17522 (project number) dated [redacted] (the “**Agreement**”) between the Federation of Canadian Municipalities (“**FCM**”) and The Corporation of the Municipality of St.-Charles (the “**Recipient**”), and in support of the expense claim submitted by the Recipient to FCM for reimbursement of expenses incurred and paid by the Recipient in relation to the Project (the “**Expense Claim**”).

All defined terms used in this Letter and not otherwise defined shall have the corresponding meaning in the Agreement.

I am an authorized officer of the Recipient and I hereby certify, in satisfaction of the terms and conditions of the Agreement, that:

- i. All expenses claimed in the Expense Claim have been incurred and paid by the Recipient;
- ii. All expenses claimed in the Expense Claim relate to the Project;
- iii. All expenses claimed in the Expense Claim relate to Eligible Activities in compliance with the eligible activity requirements described in Part 4 of Schedule C to the Agreement; and
- iv. All expenses claimed in the Expense Claim are Eligible Expenditures in compliance with the eligible expenditure requirements described in Part 4 of Schedule C to the Agreement.
- v. All expenses claimed have been incurred during the Period of Funding.

Name and title of authorized officer of Recipient

Signature

Date

Expense Claim

[LETTERHEAD OF THE RECIPIENT]

[Address]

[Date]

Project Number	MAMP 17552
Project Title	St. Charles Asset Management Strategy and Condition Assessment Program

The following expenditures have been incurred from the period between **Day Month Year** and **Day Month Year** for the completion of the activities identified.

Activity Completed	Total Budgeted Expenditures (\$) (as per Part 2 of Schedule A per activity)	Total Actual Eligible Expenditures Net of Tax Rebates per activity (\$)	Total Actual Ineligible Expenditures Net of Tax Rebates per activity (\$)	Total Actual Expenditures Net of Tax Rebates per activity (\$)
1. Complete Condition Assessment Program Development	\$14,500.00			
2. Conduct third-party Facility Condition Assessment	\$12,800.00			
3. Complete Asset Management Strategy Development	\$35,200.00			
Total Expenditure (\$)	\$62,500.00	\$	\$	\$

Expenditures Incurred by Expenditure Category (as per Part 4 of Schedule C)	Total Actual Eligible Expenditures Net of Tax Rebates (\$)	Total Actual Ineligible Expenditures Net of Tax Rebates (\$)	Total Actual Expenditures Net of Tax Rebates (\$)
Administrative and Overhead Expenditures			
Capital Expenditures			
Equipment Rental			
In-Kind	N/A		
Training			
Professional and/or Technical Services			
Staff remuneration			
Supplies and Materials			
Travel and accommodation			
Total Expenditures Incurred (\$)	\$	\$	\$



FEDERATION
OF CANADIAN
MUNICIPALITIES

FÉDÉRATION
CANADIENNE DES
MUNICIPALITÉS

REQUEST TO RECEIVE PAYMENT BY DIRECT DEPOSIT (EFT)

Applicant Information (please print to sign)



NEW APPLICATION



UPDATE EXISTING INFORMATION

GRANTS / LOANS RECIPIENT

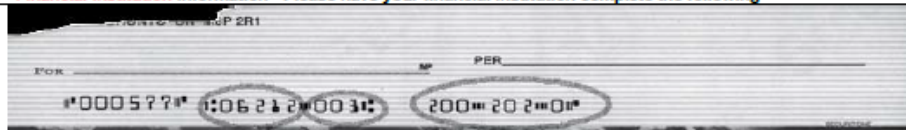
Recipient/Vendor Name			
Address			
City		Province <input type="text" value="Select..."/>	Postal Code
Email address for remittance advice			
Name			
Title		Phone	
Signature		Date (DD/MM/YYYY)	



I (We) agree to authorize FCM to deposit payments directly to the below-noted account.

Please attach a void cheque or have your bank/financial institution complete the following:

Financial Institution Information - Please have your financial institution complete the following



Financial Institution (FI) Transit Number	FI Number (3 digit number)	Account number (max 12 digit number)
FI Name		
FI Address		
Name of FI Officer		
Title of FI Officer		
Signature of FI Officer		
Phone # of FI Officer		

Please scan and email the completed form to your contact at FCM

Schedule C

Part 2 Completion Report Template

FINAL REPORT

FCM's Municipal Asset Management Program (MAMP)

This template is provided for information purposes only. The final version, to be submitted as part of the final reporting requirement, may be subject to change.

Project number	(Pre-filled by MAMP)(Pre-filled by MAMP)
Project title	(Pre-filled by MAMP)
Name of lead applicant (organization)	(Pre-filled by MAMP)
Name of Authorized Officer (signatory)	
Date	

Note: If completing this form electronically, the boxes will expand to accommodate text.

1. Reporting on activities

Activity	Completed? Y/Partial/No	Deliverable	Title of submitted deliverable document
1. (Pre-filled by MAMP)	Choose an item	(Pre-filled by MAMP)	
2. (Pre-filled by MAMP)	Choose an item	(Pre-filled by MAMP)	
3. (Pre-filled by MAMP)	Choose an item	(Pre-filled by MAMP)	

For any activities marked No or Partial above, please explain the deviation from the scope of work.

2. Reporting on outcomes

Conduct a final self-assessment using the [Asset Management Readiness Scale](#). We recommend that you bring a cross-functional group of staff together to do this assessment. Referring to the Asset Management Readiness Scale, look at the outcome statements for each level. Identify which outcomes you have achieved. If you have completed all the outcomes for a particular level, you have completed that level. Based on your self-assessment, complete the table below.

Competency	Project readiness level at start of project (as stated in application)	Project readiness level at end of project (level for which you have completed all outcomes)	Notes on progress made For each outcome area in which you made progress during the project, provide one sentence to describe the actions taken. (Note: these areas correspond with outcomes identified in the Asset Management Readiness Scale)
1. Policy and governance	(Pre-filled by MAMP)	Choose a level	Policy and objectives Strategy and frameworks Measurement and monitoring
2. People and leadership	(Pre-filled by MAMP)	Choose a level	Cross-functional groups Accountability Resourcing and commitment
3. Data and information	(Pre-filled by MAMP)	Choose a level	Asset data Performance data Financial data Documentation and standardization Asset investment plans
4. Planning and decision-making	(Pre-filled by MAMP)	Choose a level	Budgets
5. Contribution to asset management practice	(Pre-filled by MAMP)	Choose a level	Training and development Knowledge sharing — internal Knowledge sharing — external

Were there additional factors or programs — other than FCM project funding — that contributed to your project outcomes? If so, please provide a short description of any other important contributing factors.

3. Identifying other outcomes

In addition to the outcomes described in the table above, please describe any other changes that occurred because of your project. Examples might include a change in interest in asset management, cost savings, a change in departmental budget priorities, and so on.

For each additional change that you have observed, please answer the following questions:

- What change did you observe over the course of the project?
- What/who contributed to this change?
- How do you know this change has happened?
- Why is this change important?

Other changes
1.
2.
3.

4. Lessons learned

What worked well?

What would you recommend to other municipalities undertaking the same work?
Please provide 1–3 lessons.

Lesson (one short statement)	Description (provide any additional detail here)
1.	
2.	
3.	

What would you do differently?

If you were to do this project again, what would you change? Please provide 1–3 lessons.

Lesson (one short statement)	Description (provide any additional detail here)
1.	
2.	
3.	

Note: These lessons will be compiled and shared, without attribution, with other municipalities and practitioners to advance asset management knowledge.

5. Resources

Please list and describe any external human resources (i.e. organizations or personnel) that you worked with during the project.

Name of organization or person	How did you identify this organization or person?	Brief description of their contribution
1.		
2.		
3.		

Please list and evaluate other key information sources, tools, templates, training materials, etc., that you used to assist your work during this project. *Note: This list may be used to inform other municipalities and organizations of available information and resources.*

Title of tool/resource	How did you identify this tool/resource?	How useful was the tool/resource?	Description/comments
1.		Choose an item	
2.		Choose an item	
3.		Choose an item	
4.		Choose an item	
5.		Choose an item	

6. Reporting on budget

Please complete the final budget reporting template, found in Schedule C of your contract, including all eligible expenses, and submit it together with this final report. Please confirm whether either or both of the following statements are true:

- ☐ The actual expenditure for any activity in this project deviated by more than 15% from the budget presented in the application.
- ☐ Some of the expenditures included in the final budget report were used for activities marked as Partial or Not Completed in Question 1.

If you ticked either of the above statements, please explain why your actual expenditures varied from the original activity budget. FCM staff may contact you for further details.

7. Next steps

What are your next steps to improve your community's asset management practices?

Next step	Do you need outside help to take this next step? If so, what help do you need?
1.	
2.	
3.	

8. Interest in knowledge sharing

Peer learning is a priority for FCM's Municipal Asset Management Program (MAMP). Please indicate if you are interested in sharing your lessons through MAMP with peer municipalities and organizations.

☐ Yes, we are interested in sharing our results and experiences at peer learning events.

9. Individuals involved in reporting

Please list the titles of the individuals that contributed to, or were consulted in, the completion of this report.

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10. Comments (for FCM internal use) *(optional)*

FCM will continue to adapt and improve the MAMP program throughout its life cycle. We welcome all feedback about the program, or your experience, that might help us make it more useful in the future.

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11. Testimonials (for public use) *(optional)*

FCM and Infrastructure Canada would appreciate a testimonial as to the value that MAMP funding has provided.

How has the Municipal Asset Management Program supported your municipality or organization in making better-informed infrastructure decisions? Why is this important for your community?

☐ Yes, I give my permission to use the above statements publicly, with attribution to the municipality or organization.

Signature

☐ By typing my name below and submitting this report, I am providing my signature and I certify that the above final report is complete and accurate in its entirety.

Signed by the Authorized Officer

Schedule C

Part 3 Accepted Practices

The Recipient shall incorporate the following language into the Final Plan or Final Study or Final Capital Project, as applicable, and the Final Completion Report, unless it has received written notice to the contrary from FCM:

“© 2021, The Corporation of the Municipality of St. Charles. All Rights Reserved. The preparation of this project was carried out with assistance from the Government of Canada and the Federation of Canadian Municipalities. Notwithstanding this support, the views expressed are the personal views of the authors, and the Federation of Canadian Municipalities and the Government of Canada accept no responsibility for them.”

Schedule C

Part 4 Eligible Activities and Expenditures

Eligible expenses must be incurred after Eligible Expenditure Date of 1 January 2022.

Expenditure Category	Eligible expenditures	Ineligible expenditures
1) Pre-application	N/A	<ul style="list-style-type: none"> Any expenditure incurred prior to FCM's eligible expenditure date. Expenditure of developing this proposal or application.
2) Administrative and Overhead Expenditures	<p>Administrative expenditures that are directly linked to and have been incurred for the project, such as:</p> <ul style="list-style-type: none"> Communication expenditures (e.g. long-distance calls or faxes). Outsourced printing or photocopying. Acquisition of documents used exclusively for the project. Document translation. Transportation, shipping and courier expenditures for delivery of materials essential for the project. Design and production of communication products to promote project outcomes and benefits to the public. 	<p>General overhead expenditures incurred in the regular course of business, such as:</p> <ul style="list-style-type: none"> Office space, real estate fees and supplies. Financing charges and interest payments. Promotional items. Permits or certifications. Advertising, website development, project education materials or expenditures to disseminate project communications products. Hospitality expenses (food and drink, alcohol, entertainment, etc.).

3) Capital Expenditures	<p>Purchase of software related to asset management</p> <p><i>Note: FCM's contribution to this expense may not exceed 50% of FCM's total contribution to the project.</i></p>	<ul style="list-style-type: none"> Any other capital expenditures or amortization expenses. Development of a software program
4) Equipment Rental	<ul style="list-style-type: none"> Rental of tools and equipment. Related operating expenditures such as fuel and maintenance expenditures. 	Rental of tools or equipment related to regular business activities.
5) In-Kind	N/A	Any goods and services received through donation.
6) Training	<ul style="list-style-type: none"> Expenditures associated with accessing reference materials such as standards, templates and toolkits. Expenditures associated with attending training sessions, (provided externally) or bringing training in-house. Food and drink, to the extent that these costs comply with the Treasury Board of Canada guidelines, and to the extent that they are necessary to conduct the training/workshop sessions. 	<p>Any other hospitality expenses such as:</p> <ul style="list-style-type: none"> Food and drink Alcohol Door prizes Entertainment Music Decorations Flowers, centerpieces Etc.
7) Professional and/or Technical Services	Fees for professional or technical consultants and contractors, incurred in support of eligible activities.	<ul style="list-style-type: none"> Expenditures associated with regular business activities not related to the project. Legal fees.
8) Staff Remuneration	<p>Daily rates actually paid by the Eligible Recipient to its Employees in Canada for time actually worked on the implementation of the Project.</p> <p>The daily rate per employee shall include the following costs:</p> <p>a) direct salaries: actual and justifiable sums paid by the Eligible Recipient to Employees in accordance with the Eligible Recipient's pay scales as regular salary <u>excluding</u> overtime pay and bonuses.</p>	<ul style="list-style-type: none"> In-kind contribution of services. Participant salaries. Expenditures related to regular business activities. Overtime Pay Bonuses / performance pay. Fringe benefits such as; <ul style="list-style-type: none"> sick days pension plan any other fringe benefits not listed as eligible Costs related to ongoing or other business activities and not specifically required for the project. Professional membership fees or dues.

	<p>b) fringe benefit: in accordance with the Eligible Recipient's policies, as follows:</p> <p>i. time-off benefits (prorated to the annual percentage (%) of time actually worked on the implementation of the Project): allowable number of days to be paid by the Eligible Recipient for the following payable absences: statutory holidays, annual vacation, and paid benefits: actual sums paid by the Eligible Recipient for paid benefits (prorated to the annual percentage (%) of time actually worked on the implementation of the Project); the Eligible Recipient's contribution to employment insurance and workers' compensation plans (where applicable), health and medical insurance, group life insurance, or other mandatory government benefits;</p> <p><i>Note: Labour costs must be documented in a manner that meets audit standards for verification of eligibility of cost and level of effort.</i></p>	
9) Supplies and materials	Supplies and materials required to undertake the project.	Expenditures related to regular business activities
10) Taxes	The portion of Provincial/Harmonized Sales Tax and Goods and Services Tax for which your organization is not eligible for rebate.	The portion of Provincial /Harmonized Sales Tax and Goods and Services Tax for which your organization is eligible for rebate, and any other expenditures eligible for rebates.

<p>11) Travel and Accommodation</p>	<p><u>For individuals on travel status</u> (individuals travelling more than 16 km from their assigned workplace - using the most direct, safe and practical road.);</p> <ul style="list-style-type: none"> • Travel and associated expenses for implementing partners, guest speakers and consultants to the extent that the travel and accommodation rates comply with the Treasury Board of Canada guidelines, and to the extent that such travel is necessary to conduct the initiative. www.canada.ca/en/treasury-board-secretariat/services/travel-relocation/travel-government-business.html • <i>Where justified, participant travel costs may be claimed with prior written consent from FCM. Under no circumstances will participant honorariums be covered.</i> 	
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Note: Invoices, receipts and timesheets (where applicable), must be sufficiently detailed to enable verification of expenditure eligibility and level of effort.

Schedule D

Contact Information

Notices and Requests.

Any notice, demand, request, or other communication to be given or made under this Agreement to FCM or to the Recipient, other than a notice of default, shall be in writing and may be made or given by personal delivery, by ordinary mail, by facsimile or by electronic mail. A notice of default shall be in writing and delivered by registered mail. Notices shall be addressed as follows:

FCM

Federation of Canadian Municipalities
24 Clarence Street
Ottawa, Ontario
K1N 5P3

Attention: Anjali Parikh, Project Officer
Email: aparikh@fcm.ca

Recipient

The Corporation of the Municipality of St.-Charles
2 King Street East, P.O. Box 70
St. Charles, Ontario
P0M 2W0

Attention: Pamela McCracken, Treasurer
Email: pmccracken@stcharlesontario.ca

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

BY-LAW NUMBER 2023-07

**BEING A BY-LAW TO REPEAL BY-LAW 2022-26
AND AMEND BY-LAW NUMBER 2018-44 (FEES
AND CHARGES BY-LAW)**

WHEREAS the Corporation of the Municipality of St.-Charles has adopted By-Law 2018-44 being a By-Law to provide for fees charged by the Corporation of the Municipality of St.-Charles;

AND WHEREAS Council deems it necessary to amend this By-Law;

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

1. That By-Law 2022-26 is repealed in its entirety.
2. That **Schedule “B” Facilities** to By-Law 2018-44 is deleted in its entirety and replaced with the Scheduled “B” Facilities list per the attached **Appendix “A”** of this By-Law.
3. All other rates or conditions not amended by this By-Law are deemed to remain in full force and effect.
4. That this By-Law shall come into 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 15TH DAY OF FEBRUARY 2023.**

MAYOR

CLERK

SCHEDULE "A"

Schedule "B" To By-Law 2018-44
Amended by By-Law 2023-07
Fees and Related User Charges

Facilities

Updated: February 15, 2023

				HST**	Total	
Arena Ice Rental	Public Skating (no Shinny allowed)	on a membership basis	per each punch cards	2.65	0.35	3.00
		single pass	for the season	26.55	3.45	30.00
		family pass (max of 5)	for the season	44.25	5.75	50.00
	Shinny	not organized sport		4.42	0.58	5.00
	Skate Sharpening			4.42	0.58	5.00
	Per hour	Mon - Fri	8am - 4pm *			
		Only opened for schools with 1 week notice		39.82	5.18	45.00
		Mon - Fri	4pm - 10pm	100.75	13.10	113.85
		Sat - Sun		100.75	13.10	113.85
		Youth and seniors (over 65)		79.90	10.39	90.29
	Weekend	Friday 4pm to Sunday 10pm		3,173.00	412.49	3,585.49
		Minor hockey - Friday 4pm to Sunday 10pm		2,433.63	316.37	2,750.00
	Curling	Price per hour		79.90	10.39	90.29
		Curling Monday rate		70.00	9.10	79.10
	Setup fee		70.00	9.10	79.10	
	Cancelling	Less than 48 hour notice unless extreme condition		84.07	10.93	95.00
Ice pad (no ice)	Per hour	Mon - Fri	8am - 4pm	39.82	5.18	45.00
		Mon - Fri	4pm - 2am	48.67	6.33	55.00
		Sat - Sun		48.67	6.33	55.00
	Daily	8am - 2am		349.56	45.44	395.00
		Qualifying Organizations / Youth	8am - 2am	297.12	38.63	335.75
	Weekend	Friday 4pm to Sunday 10 pm		884.96	115.04	1,000.00
		Includes 10 hours of janitorial / mtce duties				
		Qualifying Organizations / Youth		705.72	91.74	797.46
		Includes 10 hours of janitorial / mtce duties				
	Add'l Staffing	for janitorial / mtce duties per hour		40.00	5.20	45.20
	Discounts (only one can be used - not stackable)	Youth (under 18) and seniors (over 65)		10%		
90% of users must be within the age category						
Qualifying Organizations		10%				
	Cancelling	Less than 4 weeks notice		79.65	10.35	90.00
Arena Hall (includes Mezanine)	Per hour	Mon - Fri	8am - 4pm	24.89	3.24	28.13
		Mon - Fri	4pm - 2am	30.42	3.95	34.37
		Sat - Sun		30.42	3.95	34.37
	Daily	Mon-Fri	8am -2am	230.00	29.90	259.90
		Sat - Sun		243.35	31.64	274.99
		Qualifying Organizations / Youth	8am - 2am	185.00	24.05	209.05
	Weekend	Friday 4pm to Sunday 10 pm		500.00	65.00	565.00
		Includes 10 hours of janitorial / mtce duties				
	Add'l Staffing	for janitorial duties per hour		40.00	5.20	45.20
	Cancelling	Less than 4 week notice		79.65	10.35	90.00
	Kitchen Only	per hour (minimum of 2 hrs)		20.00	2.60	22.60
		per 8 hrs		140.00	18.20	158.20
	Upcharges	Non-local organizations / people		n/a		
	Security Deposit	Applicable to Arena Hall rentals		50% of rental rate		
	Arena Hall Use (no access to bar or kitchen and no organized events)	Groups / organizations renting ice for more than 3 consecutive hours		Free	-	-
Arena Advertising on first come first served basis	Per SQF / yr		4.43	0.57	5.00	
Zamboni	Per side		Negotiated Rate			

Community Centre (includes kitchen)	Per hour	Mon - Fri 8am - 4pm	39.82	5.18	45.00
		Mon - Fri 4pm - 2am	48.67	6.33	55.00
		Sat - Sun	48.67	6.33	55.00
	Daily	8am - 2am	420.35	54.65	475.00
		Qualifying Organizations / Youth 8am - 2am	327.43	42.57	370.00
	Weekend	Friday 4pm to Sunday 10 pm	884.96	115.04	1,000.00
		Includes 10 hours of janitorial / mtce duties			
	Funeral / Wake		250.44	32.56	283.00
	Funeral Meal Only		124.78	16.22	141.00
	Add'l Staffing	for janitorial duties per hour	35.00	4.55	39.55
	Cancelling	Less than 4 week notice	84.07	10.93	95.00
	Kitchen Only	per hour (minimum of 2 hrs)	22.50	2.93	25.43
		per 8 hrs	160.00	20.80	180.80
	Security Deposit	Applicable to Community Centre rentals	50% of rental rate		
Fields: (per ea) Baseball Fields & Soccer Fields (includes canteen)	Per hour	Mon - Fri 8am - 4pm	8.85	1.15	10.00
		Mon - Fri 4pm - 2am	13.27	1.73	15.00
		Sat - Sun	13.27	1.73	15.00
	Daily	8am - 2am	75.22	9.78	85.00
	Weekend	Friday 4pm to Sunday 10 pm	141.59	18.41	160.00
		Includes 2 hrs / day of janitorial / mtce duties			
	Add'l Staffing	for janitorial duties per hour	35.00	4.55	39.55
	Cancelling	Less than 24 hour notice unless extreme condition	13.27	1.73	15.00
	Memberships (16 - 59 yrs of age)	2 weeks	15.00	1.95	16.95
		1 month	30.00	3.90	33.90
		3 months	75.00	9.75	84.75
		6 months	135.00	17.55	152.55
		1 year	240.00	31.20	271.20
Fitness Centre	Memberships (60 yrs of age +)	2 weeks	13.00	1.69	14.69
		1 month	25.00	3.25	28.25
		3 months	60.00	7.80	67.80
		6 months	105.00	13.65	118.65
		1 year	190.00	24.70	214.70
	Family Pricing (Monthly)	1 member	30.00	3.90	33.90
		2 members	55.00	7.15	62.15
		3 members	70.00	9.10	79.10
		4 members	80.00	10.40	90.40
	Family Pricing (Yearly)	1 member	240.00	31.20	271.20
		2 members	420.00	54.60	474.60
		3 members	640.00	83.20	723.20
	Summer Pricing (16 - 59 yrs of age)	1 month (effective May, June, July and August)	25.00	3.25	28.25

*The CAO or Treasurer may reduce rental rates to match the Warren or French River arena rental rate or condition

** Youth events for participants 14 yrs of age and younger are exempt from HST

Conditions required to be exempt or pay a nominal fee (direct cost) from rental fees

- Significant majority of participants are under the age of 18 or over the age of 60 or event is geared toward any vulnerable group
- Event that has a portion of non-residents participating or adults between the age of 18 to 64 could be subject to a nominal
- That any fee charged is reasonable and for the direct delivery of the program itself
- Direct cost may include cost of lighting, staff time during event if required, increase in cleaning time and so on
- That a significant portion of the participants are from the Municipality of St.-Charles
- The event is not for profit
- The event promotes physical activity or mental health wellbeing
- The event is open to all residents in respective age groups
- The event is of general interest.
- That cost to the municipality of maintenance, operation and capital is negligible or not compounding (i.e., lights / hydro use of existing equipment,...)
- Not affiliated with any religious or special interest group

- Any fundraising activity must be for a Council approved purpose
- That all safety equipment required for the specific sport is worn by all participants
- That a certificate of insurance with a minimum of \$1 million dollars is provided. Insurance waivers can be accepted in lieu for low risk activities

All of the above conditions must be met to qualify for a reduction in rental rate

The Municipality reserves the right to amend or discontinue the rental fee reduction at its discretion

Municipal sponsored events and associated municipal groups and committees are exempt from the above conditions

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

BY-LAW 2023-08

**BEING A BY-LAW TO ESTABLISH REMUNERATION AND EXPENSES FOR
MEMBERS OF COUNCIL**

WHEREAS Section 283(1) of the *Municipal Act, 2001*, as amended, provides that a municipality may pay any part of the remuneration and expenses of the members of any local board of the municipality and of the officers and employees of the local board;

AND WHEREAS Section 283(2) of the *Municipal Act, 2001*, as amended, provides that a municipality may only pay the expenses of the members of its Council or of a local board of the municipality and of the officers and employees of the municipality or local board if the expenses are of those persons in their capacity as members, officers or employees and if, the expenses are actually incurred; or the expenses are, in lieu of the expenses actually incurred, a reasonable estimate in the opinion of the Council or local board, of the actual expenses that would be incurred;

AND WHEREAS Council must review its remuneration at least once every four (4) years as per Section 283(7) of the *Municipal Act, 2001*, as amended;

AND WHEREAS the overall objective of this By-Law is to fairly compensate elected members of Council in the discharge of their duties, on behalf of Council and their constituents, recognizing and acknowledging the modern role of municipal elected office and the unique aspects of rural elected office;

AND WHEREAS Council deems it expedient to review and amend the annual remuneration paid to members of Council;

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

1. THAT members of Council shall receive remuneration for their services as members of Council as determined according to the provisions of Schedule "A" of this By-Law.
2. THAT Council, its officers and employees shall receive reimbursement of expenses and allowances when members of Council, officers and employees of the Corporation of the Municipality of St.-Charles are representing the Municipality or Council in their official capacity only as determined according to the provisions of Schedule "B" of this By-Law.

3. THAT the remuneration and expenses provided for in this By-Law shall be paid by the Treasurer from funds provided by Council and the Treasurer shall pay the said remuneration and expenses in monthly installments, which remuneration and expenses shall be in respect of services rendered during the month just ending.
4. THAT notwithstanding clause three (3), where a person who has been appointed by Council as a member of Council fails to submit any information or documentation required to be submitted in support of a claim for remuneration or expenses, the Treasurer may pay such portion of the regular monthly installment as may be authorized without supporting documentation and the remainder shall be paid forthwith after such necessary documentation is submitted.
5. THAT the Treasurer shall, on or before the 31st day of March in each year, submit to Council an itemized statement of the remuneration and expenses paid pursuant to this By-Law in the preceding year to each member of Council in respect of his / her services as a member of Council in the preceding year.
6. THAT the statement, submitted in accordance with clause five (5) of this By-Law, shall be as set out in Schedule "C" of this By-Law, and the Treasurer may include in the statement any additional information that he / she or Council sees fit.
7. THAT the attached Schedule "A", Schedule "B" and Schedule "C" shall form part of this By-Law.
8. THAT this By-Law replaces and repeals By-Law 2019-18 and all other By-Laws on the same subject matter which are inconsistent with this By-Law are hereby repealed..

9. THAT 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 15TH DAY OF FEBRUARY 2023.**

MAYOR

CLERK

SCHEDULE “A” TO BY-LAW 2023-08

REMUNERATION OF COUNCIL

- A.1.0.0** The annual remuneration paid to members of Council effective January 1st, 2023 shall be as follows:

MAYOR	\$20,573.64
DEPUTY MAYOR	\$13,225.68
COUNCILLORS	\$11,021.64

- A.1.1.0** The annual remuneration will be made up of 30% for attending regularly scheduled Council meetings and 70% of other duties related to the position.
- A.1.2.0** If a Council member is unable to attend a regularly scheduled Council meeting, the reason for the absence will be brought to Council for a decision on whether it was a justified absence and if a deduction in remuneration is necessary.
- A.2.0.0** The annual remuneration paid to members of Council shall be increased on January 1st every year based upon the annual average increase in the All-Items Consumer Price Index (CPI) for Ontario of the preceding 12 months. If the CPI is a negative value, the increase shall be zero.

SCHEDULE “B” TO BY-LAW 2023-08

By-Law 2023-08 – Council Remuneration & Expenses

Page 4 of 8

EXPENSES AND EXPENSE ALLOWANCE FOR COUNCIL MEMBERS AND EMPLOYEES

B.1.0.0 TRAVEL EXPENSES – MEMBERS OF COUNCIL

B.1.1.0 Accommodation and Meals

Members will be reimbursed for all accommodations. Members may choose different accommodations than the one suggested as part of the event, as long as the cost is the same or lower. If the accommodations chosen is higher, only the cost of the suggested accommodation will be reimbursed. Should accommodations be required the day before the event or the day after the event due to driving conditions and / or event schedule, that too shall be reimbursed by the municipality.

Meals will be reimbursed if not paid and included in registration fees or included in the accommodation cost as follows:

Breakfast	\$20.00
Lunch	\$25.00
Dinner	\$35.00

Receipts will be required for all expenses to be reimbursed. Agenda for conferences must be attached with claim submission.

Advances will be allowed if requested.

Registration fees for conferences and seminars will be paid in advance by the Municipality.

B.1.2.0 Per Diem

In addition to remuneration and authorized expenses and allowances entitled, Council members shall be paid a per diem of \$150.00 per full day or \$75.00 for a half day of four (4) hours or less when members are representing the Municipality or Council in their official capacity only. Travel time to and from conferences will be paid through this allowance. If travel is to occur on the same day as the conference, the full per diem will be paid. If the travel is on a separate day from the conference, only the time spent traveling will be considered for this allowance. If a member of Council chooses to go early or stay late after the conference, those days will not be eligible for his allowance. This allowance will not be granted for Committee meetings.

B.2.0.0 TRAVEL EXPENSES – EMPLOYEES

B.2.1.0 Accommodation and Meals

Employees will be reimbursed for all accommodations. Employees may choose different accommodations than the one suggested as part of the event, as long as the cost is the same or lower. If the accommodations chosen is higher, only the cost of the suggested accommodation will be reimbursed. Should accommodations be required the day before the event or the day after the event due to driving conditions and / or event schedule, that too shall be reimbursed by the Municipality.

Meals will be reimbursed if not paid and included in registration fees or included in the accommodation cost as follows:

Breakfast	\$20.00
Lunch	\$25.00
Dinner	\$35.00

Receipts will be required for all expenses to be reimbursed. Agenda for conferences must be attached with claim submission.

Advances will be allowed if requested.

Registration fees for conferences and seminars will be paid in advance by the Municipality.

B.3.0.0 TRANSPORTATION FOR COUNCIL MEMBERS AND EMPLOYEES

B.3.1.0 Car mileage will be paid at 90% of the current year automobile allowance rates of the Canada Revenue Agency.

Car mileage will be paid at 100% of the current year automobile allowance rates of the Canada Revenue Agency when two (2) or more members attending a conference / seminar / training or similar event carpool.

Car mileage will be paid at 100% of the current year automobile allowance rates of the Canada Revenue Agency to employees travelling locally within 100 km radius from the Municipal Office per day.

When leaving from home, the shortest distance from either the individual's home or the office will be reimbursed.

Proof of valid insurance must be submitted to the Administration prior to travelling for municipal purposes.

The lesser of the cost of a rental or personal vehicle shall be the maximum reimbursable.

All mileage claims are required to be supported by a map outlining the itinerary and kilometers travelled. The said map is required to be appended to all mileage claims.

Car mileage and parking (with receipts) shall be reimbursed to a maximum of two (2) vehicles per regional event unless otherwise approved by Council resolution. If Council does not approve the additional vehicles, the reimbursement will be split between the single occupied vehicles. For events outside of the region (Sudbury, North Bay or Parry Sound), there is no limit to the number of vehicles that would be eligible for the reimbursement. Council as a whole retains the right to limit or alter any travel arrangements.

- B.3.1.1 Mileage shall not be reimbursed for Committee meetings that are held at the Municipal Office located at 2 King Street East, St.-Charles, Ontario. If a Committee meeting is to be held in another location, mileage will be reimbursed based on the distance between the Mayor's / Deputy Mayor's / Councillor's home and the place of the meeting.
- B.3.2.0 Receipts shall be submitted for transportation expenses, except for car mileage which will be paid in accordance to clause B.3.1.0.
- B.3.3.0 If a destination is reasonably accessible by air, and a personal automobile is used, mileage shall be paid at the above rate to a maximum equivalent to the air fare.

SCHEDULE “C” TO BY-LAW 2023-08

**STATEMENT OF THE TREASURER
REMUNERATION AND EXPENSES PAID TO MEMBERS OF COUNCIL**

Remuneration and expenses paid to members of Council, Council appointees and any others.

Prepared pursuant to clause five (5) and clause six (6) of By-Law 2023-08 and Section 284 of the *Municipal Act, 2001*, as amended.

NAME OF MEMBER OF COUNCIL	BY-LAW REFERENCE	LEGISLATIVE REFERENCE	REMUNERATION	EXPENSES	TOTAL
MAYOR			\$	\$	\$
DEPUTY MAYOR			\$	\$	\$
COUNCILLOR			\$	\$	\$
COUNCILLOR			\$	\$	\$
COUNCILLOR			\$	\$	\$
COUNCIL APPOINTEES			\$	\$	\$
OTHER			\$	\$	\$

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

BY-LAW 2022-19

**BEING A BY-LAW TO PROHIBIT AND REGULATE NOISES 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 the Municipality of St.-Charles;

AND WHEREAS the Municipal Council deems it expedient to pass a By-Law to prohibit and regulate noise;

**NOW THEREFORE THE COUNCIL FOR THE CORPORATION OF THE
MUNICIPALITY OF ST.-CHARLES 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 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 warm up 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 “B”;

“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 shall cause or permit the creation of any noise or unusual sound that disturbs or are likely to disturb any inhabitant of the Municipality as outlined in Schedule “A” attached.

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 By-Law, 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 "A"
- (m) Noises resulting from reasonable construction and maintenance operations between the hours listed in Schedule "A"
- (n) Generators producing electricity during power outages ONLY at permanent residences or businesses.

SECTION V – APPLICATION TO COUNCIL FOR EXEMPTION

- 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 a lesser exemption and any exemption granted shall specify the time period, not in excess of six (6) 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 By-Law 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” shall be deemed to form part of this By-Law.

SECTION X – AUTHORITY

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

READ A FIRST AND SECOND TIME THIS 18 DAY OF May 2022.


MAYOR


CLERK

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

MAYOR

CLERK

MUNICIPALITY OF ST.-CHARLES
NOISE CONTROL BY-LAW 2022-19

SCHEDULE "A" – PROHIBITIONS – TIME AND PLACE

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

Item	Prohibited Act	Quiet Zones		Residential (WR, R1, R2, R3)		All Other Zones	
		Monday – Friday and non-holidays	Saturday Sunday and Statutory Holidays	Monday – Friday and non-holidays	Saturday Sunday and Statutory Holidays	Monday – Friday and non-holidays	Saturday Sunday and Statutory Holidays
1.	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.	At any time	At any time	At any time	At any time	Between 9:00 pm to 7:00 am the next day	Between 9:00 pm to 9:00 am the next day
2.	Excessive noises made by a human. This shall include noise arising from the banging of drums or another unamplified musical instrument.	At any time	At any time	Between 9:00 pm to 7:00 am the next day	Between 9:00 pm to 9:00 am the next day	Between 11:00 pm to 7:00 am the next day	Between 11:00 pm to 9:00 am the next day
3.	Racing of a motor vehicle other than in a municipally approved racing event.	At any time	At any time	At any time	At any time	At any time	At any time
4.	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	At any time	At any time	At any time
5.	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.	At any time	At any time	At any time	At any time	At any time	At any time
6.	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:	At any time	At any time	At any time	At any time	Between 9:00 pm to 7:00 am the next day	Between 9:00 pm to 9:00 am the next day

	<ul style="list-style-type: none"> 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.	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	At any time	Between 11:00 pm to 7:00 am the next day	Between 11:00 pm to 9:00 am the next day	Between 11:00 pm to 7:00 am the next day	Between 11:00 pm to 9:00 am the next day
8.	Operation of a generator persistently unless; <ul style="list-style-type: none"> a. recharging an off-grid, solar system or equivalent; b. they are producing electricity for a residence or business during a power outage. 	Between 7:00 pm to 7:00 am the next day	Between 7:00 pm to 9:00 am the next day	Between 7:00 pm to 7:00 am the next day	Between 7:00 pm to 9:00 am the next day	Between 11:00 pm to 7:00 am the next day	Between 11:00 pm to 9:00 am the next day
9.	Excessive barking, calling, whining, squawking or other similar noise making by any domestic pet or any other animal or bird kept or used for	At any time	At any time	At any time	At any time	At any time	At any time

	any purpose other than agricultural or other authorized work.						
10.	Noises or sounds created by the repairing, wrecking, dismantling, or modifying of any vehicle, motor, machine or any part or parts.	At any time	At any time	Between 9:00 pm to 7:00 am the next day	Between 9:00 pm to 9:00 am the next day	Between 9:00 pm to 7:00 am the next day	Between 9:00 pm to 9:00 am the next day
11.	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.	At any time	At any time	Between 7 pm to 7 am the next day	Between 7 pm to 7 am the next day	Between 7 pm to 7 am the next day	Between 7 pm to 7 am the next day
12.	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	At any time	At any time	Between 9:00 pm to 7:00 am the next day	Between 9:00 pm to 9:00 am the next day
13.	Operation of any equipment in connection with construction	Between 7:00 pm to 7:00 am the next day	Between 7:00 pm to 9:00 am the next day	Between 7:00 pm to 7:00 am the next day	Between 7:00 pm to 9:00 am the next day	Between 9:00 pm to 7:00 am the next day	Between 9:00 pm to 9:00 am the next day
14.	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.	Between 9:00 pm to 7:00 am the next day	Between 9:00 pm to 9:00 am the next day	Between 9:00 pm to 7:00 am the next day	Between 9:00 pm to 9:00 am the next day	Between 11:00 pm to 7:00 am the next day	Between 11:00 pm to 9:00 am the next day
15.	Noise associated with 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.	Between 7 pm to 7 am the next day	Between 7 pm to 7 am the next day	Between 7 pm to 7 am the next day	Between 7 pm to 7 am the next day	Between 11:00 pm to 7:00 am the next day	Between 11:00 pm to 9:00 am the next day
16.	Discharge of a firearm.	At any time	At any time	At any time	At any time	Between 9:00 pm to 7:00 am the next day*	Between 9:00 pm to 9:00 am the next day*
17.	Detonation of fireworks.	At any time except: (a) after 7:00 pm and before 11:00 pm and one of the following: - the two (2) days immediately preceding and one (1) day following Victoria Day - the two (2) days immediately preceding and one (1) day following Canada Day - the two (2) days immediately preceding and one (1) day following July 4 th - the two (2) days before the Civic Holiday and the one (1) day					

		following (b) until 12:00 midnight on New Year's Eve and until 12:30 am on New Year's Day (c) any other days and times authorized by resolution of Council.					
18.	Unusual noise or noises likely to disturb the inhabitants of the Municipality.	At any time	At any time	At any time	At any time	At any time	At any time

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

MUNICIPALITY OF ST.-CHARLES
NOISE CONTROL BY-LAW 2022-19

SCHEDULE "B" – QUIET ZONES

SCHOOLS
École St.-Charles Borromée
PLACE OF WORSHIP
L'Église St.-Charles Borromée
PUBLIC PARKS/BALLFIELDS/PLAYGROUNDS
Parc Quenneville Park
Parc Ronald Lapointe Park
Ballfields located at Arena / Community Centre
CEMETERIES
St.-Charles Cemetery

MUNICIPALITY OF ST.-CHARLES
NOISE CONTROL BY-LAW 2022-19

SCHEDULE "C" – SPECIAL EVENTS

Canada Day Celebrations
Christmas Parade
Family Baseball Tournament
Family Hockey Tournament

MUNICIPALITY OF ST.-CHARLES
NOISE CONTROL BY-LAW 2022-19
PART 1 - PROVINCIAL OFFENCES ACT

SCHEDULE "D" – SET FINES

ITEM	COLUMN 1 SHORT FORM WORDING	COLUMN 2 PROVISION CREATING OR DEFINING OFFENCE	COLUMN 3 SET FINE
1.	Cause/allow noise from the operation of an auditory signaling device.	Section 3.1 Sch A (1)	\$125.00
2.	Cause/allow excessive noise made by a human.	Section 3.1 Sch A (2)	\$125.00
3.	Cause/allow prohibited racing.	Section 3.1 Sch A (3)	\$200.00
4.	Cause/allow the operation of an engine without muffling device.	Section 3.1 Sch A (4)	\$125.00
5.	Cause/allow noise from a motorized vehicle or part.	Section 3.1 Sch A (5)	\$125.00
6.	Cause/allow excessive noise from idling	Section 3.1 Sch A (6)	\$125.00
7.	Cause/allow the use of an electronic audio device during prohibited hours.	Section 3.1 Sch A (7)	\$125.00
8.	Cause/allow noise from use of generators excessively	Section 3.1 Sch A (8)	\$125.00
9.	Allowing persistent noise from a domestic animal	Section 3.1 Sch A (9)	\$125.00
10.	Cause/allow excessive noise while repairing machinery.	Section 3.1 Sch A (10)	\$125.00
11.	Cause/allow excessive noise from any manufacturing industry.	Section 3.1 Sch A (11)	\$300.00
12.	Cause/allow excessive noise from a model, toy, or drone.	Section 3.1 Sch A (12)	\$85.00
13.	Cause/allow noise from a construction operation.	Section 3.1 Sch A (13)	\$300.00
14.	Cause/allow noise operating a domestic tool or device.	Section 3.1 Sch A (14)	\$85.00
15.	Cause/allow noise from Loading or delivering items outside of allowed hours	Section 3.1 Sch A (15)	\$85.00
16.	Cause/allow the discharge of a firearm.	Section 3.1 Sch A (16)	\$300.00
17.	Cause/allow the discharge of fireworks when prohibited.	Section 3.1 Sch A (17)	\$300.00
18.	Cause/allow unusual noise.	Section 3.1 Sch A (18)	\$300.00

NOTE: Penalty Provisions for the offences indicated above is Section 7 of the By-law 2022-**, a certified copy of which has been filed.

MUNICIPALITY OF ST.-CHARLES
NOISE CONTROL BY-LAW 2022-19

SCHEDULE "E" - 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. If a violation is found, the MLEO can issue a fine advising the owner of the violation and requiring that it be remedied.

This By-Law will not be used to resolve issues between neighbours.

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.

THE CORPORATION OF THE MUNICIPALITY OF ST-CHARLES

BY-LAW 2022-38

**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 thereof 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, permit, 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 Set, permit, or allow the burning of industrial waste, agricultural waste, domestic waste, petroleum products, rubber, painted lumber, mixed demolition debris, explosives or any part thereof 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;

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 Set, 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 in a Restricted Fire Zone;

5.22 Set, permit or allow the ignition or 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 By-Law.

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 expenses 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 19th DAY OF October 2022.


MAYOR


CLERK

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

MAYOR

CLERK

SCHEDULE "A" TO BY-LAW 2022-38

FEES

- Yearly Permit** - \$100.00 (inclusive of HST)
(valid January 1st through December 31st 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)

SCHEDULE “B” TO BY-LAW 2022-38

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 2022-38 – OPEN AIR BURNING
MUNICIPALITY OF ST.-CHARLES
PART 1 – PROVINCIAL OFFENCE ACT
POA / FINES**

ITEM	Short Form Wording	Provision Creating or Defining the Offence	Set Fines
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	Use and/or Allow 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 without permission.	5.5	\$250
6	Set, Permit, and/or Allow a fire that affects visibility on a highway.	5.6	\$250
7	Set, Permit, and/or Allow 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	Set, 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	Set and/or Permit a fire causing damage to property.	5.13	\$250
14	Set and/or Permit a fire causing injury to people.	5.13	\$250
15	Set, 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 when directed.	5.17	\$250
19	Set, 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 in a Restricted Fire Zone	5.21	\$450
26	Set, Permit, and/or Allow the ignition or release of flying lanterns	5.22	\$450
27	Hinder or obstruct an officer.	11.3	\$450

*NOTE Penalty Provisions for the offences indicated above is Section 11.2 of By-Law 2022-38, a certified copy of which has been filed.