



AGENDA

REGULAR MEETING OF COUNCIL
Monday, January 13, 2025 at 6:30 PM
IN THE CIVIC CENTRE COUNCIL CHAMBERS

KINDLY TURN OFF ALL CELL PHONES FOR THE DURATION OF THE MEETING

1. **CALL MEETING TO ORDER** 6:30 p.m.

INDIGENOUS LAND ACKNOWLEDGEMENT

The Municipality of Chapleau is situated on the ancestral treaty and title lands of the Anishinabe and Cree peoples in the Treaty 9 area, and recognizes the neighbouring First Nations of Brunswick House, Chapleau Cree, Chapleau Ojibwe, Michipicoten and Missanabi Cree.

We acknowledge the long history of First Nations and Metis People in Ontario and show respect to them today.

2. **APPROVAL OF AGENDA**
3. **DISCLOSURE OF PECUNIARY INTEREST**
4. **DELEGATIONS**
5. **COMMITTEE OF ADJUSTMENT** – None

6. **CONSENT AGENDA**

Items listed under the Consent Agenda are considered routine and will be enacted in one motion. A member of Council may request one or more items to be removed from the Consent Agenda for separate discussion and/or Action.

- 6.1 Council and Committee Meeting Minutes
6.1.1 Regular Council Meeting Minutes for Monday, December 16, 2024

7. **BUSINESS**

- 7.1 2025 Insurance Policy Renewal
7.2 Refuse Bins Tender Report
7.3 Bomag Tires Rebuild Report
7.4 APANO Awareness Months
7.5 JJAM FM Request for Sponsorship – Pike Ice Fishing Derby

8. **ACCOUNTS PAYABLE**

9. RESOLUTIONS

- 9.1 Tax Levy By-law 2025-01, being a by-law to provide for an Interim Tax Levy
- 9.2 Borrowing By-law 2025-02, being the Municipal Borrowing By-law
- 9.3 By-law 2025-03, Being a by-law to adopt an Emergency Management Program and Emergency Management Response Plan and to meet other requirements under the Emergency Management and Civil Protection Act.
- 9.4 By-law 2025-04, Being a by-law to Authorize the Mayor and CAO to execute an Agreement between the Corporation and the Province of Ontario for the Fire Protection Grant.
- 9.5 Cemetery By-law 2025-05, Being a by-law to establish maintenance, management, regulation and control of cemeteries in the Township of Chapleau.

10. CORRESPONDENCE

- A. Tay Valley Township resolution regarding Support for the Motion on Sustainable Municipal Funding, dated December 12, 2024.
- B. Ministry of Municipal Affairs & Housing letter regarding Proposed Municipal Accountability Act, 2024, dated December 12, 2024.
- C. Prince Edward County resolution regarding Support for Redistribution of the Provincial Land Transfer Tax and GST to Municipalities for Sustainable Infrastructure Funding, dated January 6, 2025.
- D. Northumberland County resolution regarding Protection of Agricultural Lands and Sustainable Development, dated January 7, 2025.
- E. Association of Municipalities of Ontario regarding Public Release of Ending Homelessness Report and Advocacy, dated January 7, 2025.
- F. Far North Training Board 2024 Annual Report regarding “jobs in chapleau”
- G. City of Woodstock letter to Premier of Ontario and Minister of Children, Community and Social Services regarding Sustainable Funding for the Children’s Aid Society of Oxford County and other Child Welfare Agencies throughout Ontario.

11. IN CAMERA

- 11.1 In Camera Session Meeting Minutes for the Regular Council Meeting of November 25, 2024.
- 11.2 Personal matters about an identifiable individual, including municipal or local board employees, pursuant to *Ontario Municipal Act, Section 239(2)(b)*
 - Human Resources (2 Items)

Matters Arising from In Camera Session

12. CONFIRMATORY BY-LAW

13. ADJOURNMENT

CONSENT AGENDA



**REGULAR MEETING OF COUNCIL
MONDAY, DECEMBER 16, 2024 at 6:30 PM
IN THE CIVIC CENTRE COUNCIL CHAMBERS**

Attendance:

Council: Mayor Ryan Bignucolo
Deputy Mayor Lisi Bernier
Councillor Cathy Ansara
Councillor Alex Lambruschini
Councillor Paul Bernier

Staff: Judith Meyntz, CAO
Réjean Raymond, Operations Director
Sam St. Amand, Public Works Manager
Carole Ouellette, Leisure & Cultural Service Manager

Guests: 6
Attendees: 8

1. CALL MEETING TO ORDER

THAT the Council of the Corporation of the Township of Chapleau does hereby call the Regular Council Meeting of Monday, December 16, 2024 to order at 6:30 p.m.

INDIGENOUS LAND ACKNOWLEDGEMENT

The Municipality of Chapleau is situated on the ancestral treaty and title lands of the Anishinabe and Cree peoples in the Treaty 9 area, and recognizes the neighbouring First Nations of Brunswick House, Chapleau Cree, Chapleau Ojibwe, Michipicoten and Missanabi Cree.

We acknowledge the long history of First Nations and Metis People in Ontario and show respect to them today.

**2. APPROVAL OF AGENDA
RESOLUTION 21-319:
P. BERNIER – L. BERNIER**

WHEREAS the Members of Council have been presented with an Agenda for the Regular Council Meeting of Monday, December 16, 2024;

BE IT RESOLVED THAT the Agenda be adopted as amended:
Add 1 Item In Camera – Legal Matter

Carried.

3. DISCLOSURE OF PECUNIARY INTEREST

Mayor Bignucolo requested that any pecuniary interest be declared for the record.

- Deputy Mayor L. Bernier declared Conflict of Interest with Business Item 7.7
- Councillor P. Bernier declared Conflict of Interest with Business Item 7.7

4. RETIREMENT CELEBRATIONS

- Patricia Demers
- Paul St. Denis

5. FIRE DEPARTMENT YEARS OF SERVICE AWARDS/MEDALS

- Ken Groves Ontario Fire Fighter Long Service Award (Provincial)
- James Apsey Fire Services Exemplary Service Medal (Federal)
- Marc Turcotte Fire Services Exemplary Service Medal (Federal)
- Bryce Bertrand Fire Services Exemplary Service Medal (Federal)
- Chad Byce Fire Services Exemplary Service Medal (Federal)
- Kevin Gherbaz Fire Services Exemplary Service Medal (Federal)

Clerk's Note: A social celebration followed the awards ceremony and Council and Staff were able to congratulate the Retirees and the Award Winners.

**6. CONSENT AGENDA
RESOLUTION 21-320:
C. ANSARA – P. BERNIER**

WHEREAS the Council of the Township of Chapleau has reviewed the Consent Agenda consisting of:

- 6.1 Council and Committee Meeting Minutes
 - 6.1.1 Regular Council Meeting Minutes for Monday, November 25, 2024
 - 6.1.2 Special Council Meeting Minutes for Monday, December 9, 2024

NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of Chapleau does hereby approve the Regular Council Meeting Minutes for Monday, November 25, 2024 and the Special Council Meeting Minutes for Monday, December 9, 2024.

Carried.

**7. BUSINESS
RESOLUTION: 21-321:
L. BERNIER – C. ANSARA**

- 7.1 CAO Report

THAT the Council of the Township of Chapleau does hereby receive the CAO’s Report dated December 16, 2024 for information;

AND THAT Council does support the challenges detailed in the Asset Management Plan 2025;

AND FURTHERMORE, THAT Council does hereby support the creation of a Reserve Policy and directs Staff to begin preparing the document for Council’s consideration at a future Council Meeting.

Carried.

RESOLUTION 21-322:

P. BERNIER – C. ANSARA

7.2 Manitoulin-Sudbury District Services Board 2024 Third Quarter Activity Report

THAT the Council of the Township of Chapleau does hereby receive the Manitoulin-Sudbury District Services Board 2024 Third Quarter Activity Report for information.

Carried.

RESOLUTION 21-323:

L. BERNIER – A. LAMBRUSCHINI

7.3 Handi Transit Pilot Project Report

THAT the Council of the Township of Chapleau does hereby receive the report from CAO Meyntz on the operations of the Handi Transit Bus Services;

AND THAT the Council does agree that there does not appear to be a need within the community for Seniors to ride the bus between 2:45 and 3:45 pm each day;

AND FURTHERMORE, THAT the Council of the Township of Chapleau does hereby direct staff to return to regular hours for the bus services.

Type of Passenger	Time Period	Number of Riders per month
Senior	2:45 pm to 3:45 pm	Sep 0 Oct 0 Nov 0
Adult	2:45 pm to 3:45 pm	Sep 14 Oct 16 Nov 13
Child	2:45 pm to 3:45 pm	Sep 0 Oct 0 Nov 0
Student	2:45 pm to 3:45 pm	Sep 17 Oct 22 Nov 13

Carried.

RESOLUTION 21-324:

C. ANSARA – P. BERNIER

7.4 Water Tank Rehabilitation Proposal for Engineering Services

THAT the Council of the Township of Chapleau does hereby approve the Water Tank Rehabilitation Proposal for Engineering Services in the amount of \$164,875.00;

Carried.

RESOLUTION 21-325:

L. BERNIER – A. LAMBRUSCHINI

7.5 CIMCO Compressor Room Maintenance Agreement

THAT the Council of the Township of Chapleau does hereby approve the CIMCO/Toromont Proposal for the Chapleau Recreation Centre four (4) year Service Agreement Quote No. PMC240059;

AND THAT the Agreement will cost \$15,487.50 every year from January 1, 2025 until December 31st, 2028;

Carried.

RESOLUTION 21-326:

P. BERNIER – L. BERNIER

7.6 Chapleau Pike Ice Fishing Derby Request

THAT the Council of the Township of Chapleau is pleased to acknowledge that the Chapleau General Hospital Foundation is undertaking the 27th Chapleau Pike Ice Fishing Derby for February 8, 2025;

AND THAT Council does hereby approve proclaiming February 8, 2025 as “Ice Fishing Derby Day” in Chapleau and will advertise the event through social media;

AND FURTHERMORE, Council will reserve the Council Chambers for February 7th and 8th, 2025 at the regular two-day rate to hold the event.

Carried.

RESOLUTION 21-327:

A. LAMBRUSCHINI – C. ANSARA

7.7 Chapleau Figure Skating Club Ice Show Request

THAT the Council of the Township of Chapleau does hereby approve the date for the Chapleau Figure Skating Club Ice Show on Sunday March 30th, 2025;

AND THAT Council does allow the ice rental for the time of the event and there will be no charge for the decorating starting Saturday at 3:00 pm and undecorating time on Sunday to 4:00 pm before and after the show;

AND FURTHERMORE, THAT Council wishes the best for the Chapleau Figure Skating Club Ice Show event.

Carried.

Note : Deputy Mayor L. Bernier and Councillor P. Bernier both declared Conflict of Interest.

RESOLUTION 21-328:

P. BERNIER – L. BERNIER

7.8 RealTax Update Report from Treasurer

THAT the Council of the Township of Chapleau does hereby receive the Memorandum from Treasurer Les Jones on the Aged Accounts dated December 11, 2024.

Carried.

RESOLUTION 21-329:

C. ANSARA – A. LAMBRUSCHINI

7.9 2025 Aviation Insurance

THAT the Council of the Township of Chapleau does hereby approve the renewal of the 2025 Aviation Insurance at the rate of \$5,780.00 plus HST, which is the same rate as 2024.

Carried.

RESOLUTION 21-330:

L. BERNIER – P. BERNIER

7.10 Immigration, Refugees and Citizenship Canada Grant Response

THAT the Council of the Township of Chapleau does hereby receive the information from the Immigration, Refugees and Citizenship Canada Grant Response dated December 12, 2024;

AND THAT Council wishes to work with other organizations in our Region who may be successful in this endeavour.

Carried.

RESOLUTION 21-331:

C. ANSARA – P. BERNIER

7.11 Revised Budget for the 2025 Carnival Event

THAT the Council of the Township of Chapleau does hereby receive the Memorandum from Leisure & Cultural Services Manager, Carole Ouellette for information;

AND THAT Council does hereby approve the increase of \$1,400.00 in budget for the 2025 Carnival to a Municipal Contribution of \$3,499.48.

Carried.

8. ACCOUNTS PAYABLE: None

9. RESOLUTIONS:

RESOLUTION 21-332:

P. BERNIER – A. LAMBRUSCHINI

9.1 By-law 2024-43, Being a by-law to authorize the Mayor and CAO to execute fire protection agreements between the Corporation and various Homeowners.

THAT By-law Number 2024-43, Being a By-Law to authorize the Mayor and CAO to execute fire protection agreements between the Corporation and various Homeowners be read a first and second time on this day 16th of December, 2024;

AND FURTHER be Read a third time, passed and properly signed and sealed this 16th day of December, 2024.

Carried.

RESOLUTION 21-333:

L. BERNIER – C. ANSARA

9.2 By-law 2024-44, Being a by-law to authorize the use of Electronic Funds Transfer as a method of payment for goods and services.

THAT By-law Number 2024-44, Being a By-Law to authorize the use of Electronic Funds Transfer as a method of payment for goods and services be read a first and second time on this day 16th of December, 2024;

AND FURTHER be Read a third time, passed and properly signed and sealed this 16th day of December, 2024.

Carried.

10. CORRESPONDENCE:

RESOLUTION 21-334:

P. BERNIER – L. BERNIER

THAT the Council of the Township of Chapleau receives the Correspondence from the December 16, 2024 Council Agenda with no items extracted for discussion.

Carried.

11. IN CAMERA:

Adjourn to In Camera Session

RESOLUTION 21-335:

P. BERNIER – A. LAMBRUSCHINI

THAT the Corporation of the Council of the Township of Chapleau move into In Camera Session on Monday, December 16, 2024 at 7:12 p.m. for the following matters:

- 11.1 Personal matters about an identifiable individual, including municipal or local board employees, pursuant to *Ontario Municipal Act, Section 239(2)(b)*

Reconvene to Regular Meeting

RESOLUTION 21-336:

C. ANSARA – P. BERNIER

THAT this meeting be reconvened to a Regular Meeting at 7:25 p.m.

Matters Arising from In Camera Session

RESOLUTION 21-337:

L. BERNIER – A. LAMBRUSCHINI

- 11.1 Personal matters about an identifiable individual, including municipal or local board employees pursuant to *Ontario Municipal Act, Section 239(2)(e)*

THAT the Council of the Township of Chapleau does approve the recommendation presented by CAO Meyntz in the legal matter as presented;

AND THAT Council directs CAO Meyntz to settle this matter.

Carried.

12. CONFIRMATORY BY-LAW

RESOLUTION 21-338:

C. ANSARA – P. BERNIER

THAT By-law No. 2024-45, being a confirmatory by-law for the Regular Council Meeting of Monday, December 16, 2024 be given a First, Second, Third and final reading and is passed as of this date.

Carried.

13. **ADJOURNMENT**
RESOLUTION 21-339:
C. ANSARA – L. BERNIER

WHEREAS the business of the Meeting has concluded:

NOW THEREFORE BE IT RESOLVED THAT this meeting be adjourned at 7:27 p.m. until the Regular Council meeting of Monday, January 13, 2025 at 6:30 p.m. or the call of the Chair.

Carried.

Ryan Bignucolo Mayor

Judith Meyntz CAO

BUSINESS

Good morning, Judi

We would like to thank you for your assistance to completing and replying to the insurance underwriting questions that were brought forward by the Insurer underwriter during this renewal process.

Thank you as well for your patience while waiting for the renewal Insurance Proposal.

As there was a delay in preparing the Insurance Proposal, as mentioned in past email correspondence the insurance underwriter did agree to extend the policy period to January 15,2025, Thus providing some time to review the Insurance Proposal, and if there are any questions ...time to contact us with those questions.

We are pleased to attach a copy of the renewal Insurance Proposal for the Township of Chapleau for the policy period December 31,2024 to December 31,2025.

The following provides you with a summary of the insurance coverage(s) policy premium plus applicable taxes ...

SUMMARY		
Type of Coverage	Annual Premium	Tax
Casualty/Primary Liability	\$88,049.00	\$7,043.92
Umbrella Liability (1st Layer)	\$5,310.00	\$424.80
Umbrella Liability (2nd Layer)	\$0.00	\$0.00
Property: TIV	\$85,139.00	\$6,811.12
Property: Boiler	\$6,811.00	\$544.88
Crime Primary	\$850.00	\$68.00
Automobile	\$19,755.00	N/A
Transit Automobile	\$3,423.00	N/A
Council Accident	\$985.00	\$78.80
Out of Province Medical Coverage	\$300.00	\$24.00
Volunteers Fire Fighters' Accident	\$1,825.00	\$146.00
Volunteers' Accident	\$750.00	\$60.00
Cyber	\$3,900.00	\$312.00
Cyber Policy Fee	\$150.00	\$12.00
TOTALS:	\$217,247.00	\$15,525.52

Total Policy Premium(including taxes to the property/liability & other coverages(as outlined above, no tax applies to the automobile coverages) : \$232,772.52

The following provides an overview of the changes & increase in insurable values that were applied to the property limits of insurance to maintain the replacement cost insured values.

(As per the completed property applications/spreadsheets that were provided to us & shared with insurance underwriter ...the previous terms property limits (POED – Property of Every Description...consisting of buildings, contents & equipment) was \$28,161,034 and for the renewal term \$34,334,912.

As for the commercial auto fleet...the total no. of fire, heavy & light vehicles and trailers were 20 and on renewal 21.

Municipal General Liability, including Environmental Impairment Liability (EIL)

- Increase of 5% applied to the primary due to market inflationary changes and claims deterioration(within the insurance market)
- Increase of 5% applied to the EIL

Umbrella

- Increased Layer 1 by 5% due to market inflationary changes

Property

- **No rate increase applied**
- 8% inflation increase applied to the limits
- Under Combined Physical Damage & Machinery Breakdown, the Blanket POED Limit is **\$34,334,912**. This presentation is based on the Property schedule provided by you as per completed applications. Should you make any changes from the date of the renewal quotation to the effective date of the renewal policy, the renewal terms may change. A copy of the 'revised' Property Schedule will have to be provided to us by the renewal effective date.

Automobile

- 3% rate increase applied
- **Require Updated drivers list**
- **Require a copy of the Level 2 CVOR**
- This proposal is based on the Automobile schedule provided to us. Should you make any changes from the date of the renewal quotation to the effective date of the renewal policy, the renewal terms may change. A copy of the 'revised' Vehicle Schedule will have to be provided to our office by the renewal effective date.

The property insurance policy is based on broad insured perils ...that includes coverage for damages caused by fire, smoke, lighting, theft, vandalism & malicious damage, windstorm, hail damage, impact by land vehicle, spacecraft/aircraft, weight of ice & snow leading to building collapse and common policy exclusions such as damage caused by water seepage, mould, asbestos, wear & tear, rust & corrosion to name a few. With respect to Equipment Breakdown coverage...the breakdown must be a sudden accidental damage to the equipment ie. HVAC unit, a power surge to the electrical breaker panel, excluding wear & tear, rust & corrosion.

Please review the Insurance Proposal 2024-2025, and if you have any questions and/or concerns, please don't hesitate to contact us.

(BTW...we did approach another Insurer to quote on the account and unfortunately, they declined to quote for this year, though they did express interest in reviewing the account in the upcoming year(s).)

Upon council's approval, we kindly ask that the Acceptance of Municipal Insurance Program Proposal form(as attached) be completed, signed & returned to us, including a copy of an updated drivers list and an updated copy of the Level 2 (auto) CVOR report.

We look forward to your reply.

Thank you.

Happy Holidays to Everyone & All the Best for the New Year 2025 !



Pat Policicchio, B.A., R.I.B.(Ont.)

Pronoun: He/Him

Commercial Account Executive | **BrokerLink**

T: 705-949-9000 ext. 42415 | C : 705-297-2404 | F: 705-949-7748 | ppolicicchio@brokerlink.ca

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OFFICE OF THE OPERATIONS DIRECTOR

January 9, 2025

Memorandum

To: Mayor Bignucolo and Members of Council

From: Réjean Raymond, Operations Director

Re: Recommendation to cancel the purchase of 1000 units of green wheeled garbage bins 360l.

Dear Mayor Bignucolo and Members of Council:

Background

The Township of Chapleau in the first quarter of 2023 started the process of purchasing a new garbage truck. At the time truck options were very limited and delivery time was, in some cases, 24 months. In June 2023 three options were presented to the municipal council and the Heil body on a Mack chassis with only the driver's side steering was approved with Curotto Slammin Eagle Automated Container to be able to move to a residential garbage bin system.

In December 2024 a request for tender was issued for the purchase of 1000 units of green wheeled garbage bins. Three of four vendors submitted pricing on time.

All three vendors are above the budgeted amount that was approved in the 2024 budget.

Twenty-one months have passed since the process of purchasing a new garbage truck started. We met with our staff to have an update on how the garbage collection is working. Rate payers are using the bear bin system way more compared to the first quarter of 2023, to the point that staff don't see the need to go forward with the residential bin system.

The pricing is as follows:

Project Name:	TENDER OD 2024-03 SUPPLY OF 1000 UNITS OF GREEN WHEELED GARBAGE BINS 360L
Tender Deadline:	DECEMBER 9 TH , 2024



Name of Bidder	Envelope No.	Date Submitted	Time Submitted	Tender Amount**
Collins Home Hardware	1.)	December 4, 2024	3:10 p.m.	\$143,476.10
Canadian Tire, Wawa	2.)	December 9, 2024	8:30 a.m.	\$149,990.00
Truck and Bins	3.)	December 9, 2024	10:30 a.m.	\$144,000.00

Recommendation

Staff recommends that the Township Council adopt a resolution to cancel the purchasing of the residential garbage bin system.

Sincerely,

A handwritten signature in blue ink that reads "Réjean Raymond". The signature is fluid and cursive.

Réjean Raymond
Operations Director



OFFICE OF THE OPERATIONS DIRECTOR

January 9, 2025

Memorandum

To: Mayor Bignucolo and Members of Council
From: Réjean Raymond, Operations Director
Re: Bomag Wheels

Dear Mayor Bignucolo and Members of Council:

Background

The Township of Chapleau owned a 2003 Bomag compactor at the landfill. The wheels are at the end of their life. We were hoping to rebuild the cap on each tooth. Each wheel has a total of 50 teeth for a total of 200.

The PW Manager and myself investigated options to replace or rebuild those teeth. The cost of doing so is very expensive and worth more than our current Bomag value.

- Rector Machine Shop of Sault Ste. Marie did not provide a cost due to the fact it will be extremely expensive and not worth it.
- Brandt Tractor of Timmins provided an estimated cost of \$189/hr. x4 hours per tooth \$756.00 x 50 = \$37,800.00 per wheel x 4 = **\$151,200.00 plus taxes**. Note: this does not include travel, lodging or meals. The Bomag will be out of service for 800 hours.
- Marcel Equipment of London provided a cost as follows:
 - Send the existing core wheels out to be rebuilt using HDT tips. The drums will receive new 1" thick wrappers/outer drums, hardfacing on inner and outer edges, hardfacing on tip faces and repairs to other items on wheels as needed.
 - The tips will be 7.5" tall and there would be a total of 200 tips (50 each wheel).
 - **\$140,000 CAD plus tax** Includes:
 - Picking up wheels and sending out for rebuild
 - Returning wheels after rebuild
- During the time the wheels are away to rebuild, we need to lease a bulldozer to manage the landfill. The cost I received for 8 weeks, including mobilization and demobilizing, at the landfill, is **\$15,000.00 plus taxes**.
- A mechanic is required to properly block the Bomag and remove all wheels to be sent away and to reinstall them when they are back at an estimated cost of **\$2500.00 plus taxes**.

The total estimated cost to rebuild the wheels is **\$157,500.00 plus taxes** based on the Marcel equipment option.



Purchasing a new landfill compactor is not feasible for the township of Chapleau. A new landfill compactor similar in size of the current unit is estimated between 1.6 to 1.8 million.

On December 19, 2024, I received an option from Marcel Equipment for a used landfill compactor. This is the same model of our Bomag in an excellent condition. This unit is a 2008 with only 2300 hours compared to our Bomag which is a 2003 with 7500 hours. The 2008 Bomag was owned by Bruce Nuclear in southern Ontario and they had this machine for a special project. Marcel Equipment provided an estimated selling price of \$200,000.00 plus taxes, including delivery to the Chapleau landfill.





Marcel Equipment anticipate receiving this unit by the end of the week of January 6, 2025, and will perform the following prior of having the unit ready and have a final price.

They will bring it into their shop and complete the following to it;

- Strip machine and power wash
- Cut open filters and inspect for contaminants
- Inspect suction screens and magnets
- Service entire machine with new oils
- Complete pressure checks to ensure within OEM spec
- Complete visual and operational inspections
- Complete any required repairs

Recommendation

Staff believe purchasing the 2008 Bomag this is the best option for the following reasons:

- This unit has low hours (5000 hours less compared to the 2003 Bomag)
- The wheels are in excellent condition.
- We will keep our 2003 Bomag for parts like we did with the street sweeper. That way will have parts available for future use when needed.

Staff recommends that the Township Council adopt a resolution to purchase the 2008 Bomag from Marcel Equipment to a maximum of \$240,000.00 plus taxes.

Funded as follows:

- We recommend setting aside the unexpected revenues at the landfill in 2024 to be moved in 2025:
 - Contaminated petroleum soil \$17,500.00
 - Scrap Metal \$37,500.00
- The balance to come from the landfill reserve.

I met with the Treasurer to confirm that we have sufficient funds in the landfill reserve to permit the purchase and he did confirm that the reserve can fund the purchase.

Sincerely,

A handwritten signature in blue ink that reads "Réjean Raymond". The signature is written in a cursive style.

Réjean Raymond
Operations Director

APANO CHAPLEAU
COMMUNITY WELLNESS PROGRAM
8 LORNE ST N. PO BOX 1210
CHAPLEAU, ON P0M 1K0

December 10, 2024

Township of Chapleau
20 Pine St. W. PO Box 129
Chapleau, ON P0M 1K0

ATTENTION: MS. JUDITH MEYNTZ
RE: REQUEST FOR DESIGNATING AWARENESS CAMPAIGNS

Dear Madam

2025 is just around the corner and as I embark on my 5th year here at Apano, I would like to bring our organization to the attention of our urban indigenous population and our community residents. The mandate of our program is to provide a holistic approach to support and promote healthy living in all aspects of life through the implementation of participant driven services geared to foster healthy lifestyles rooted in cultural-based programming.

In sharing this, I am seeking your assistance in promoting **Awareness Months**. Each month, the Township in partnership with us (Apano) will promote a month dedicated to a health and/or socially relevant issue by making a public proclamation. During the said month, I would like to bring in a guest speaker to share their expertise. My goal is to offer two sessions (hopefully bilingual); one will be in house at our building and the other can be offered to the public. This will facilitate a learning experience for both my clients and the community at large. The latter session would be offered in the evening to accommodate the working people so a venue would be needed.

I believe that this initiative will benefit everyone and am enclosing a potential draft of issues/health matters that are in line with government standards. This list is what I would like to see addressed and proclaimed. I look forward to bringing this idea to fruition and working with our local municipality to make Chapleau not only the "Friendliest town in the North" but also a **Health minded and Socially conscious community**.

Thank you for your time and consideration in this matter

Sincerely

Nicki Katsenos
COMMUNITY WELLNESS WORKER

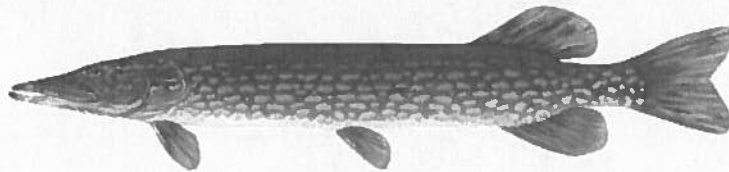
PROPOSED HEALTH/SOCIAL ISSUES

JANUARY	ALZHEIMERS
FEBRUARY	HEART AND STROKE
MARCH	HOMELESSNESS
APRIL	AUTISM
MAY	SEXUAL VIOLENCE PREVENTION (RED DRESS DAY)
JUNE	INDIGENOUS DAY
JULY	SELF CARE
AUGUST	INT'L OVERDOSE AWARENESS DAY
SEPTEMBER	FETAL ALCOHOL SPECTRUM DISORDER
OCTOBER	INVISIBLE DISABILITIES
NOVEMBER	DIABETES
DECEMBER	WORLD AIDS DAY

**Join JJAM FM
Live On Location**

**For the 27th Annual
Pike Ice Fishing Derby**

Presented by the Chapleau General Hospital Foundation



**You will receive Live Broadcast cut-ins on
Saturday February 8th 2025 11am—4pm**

**Keep up to date with all the fishing results on JJAM FM
You will also receive 20 Promo spots prior to the event!**

PLUS

The announcers will be promoting your name with the event!

The package is

\$200.00

Plus H.S.T.

**This is your opportunity to keep the local residents and area
fishing participants informed of the latest results**

**If you would like to purchase this package, please give Rick
Labbe a call at 705-856-4555, Toll Free 1-888-465-2592 or**

Email > ceojjam@bellnet.ca

JJAM FM 107.1 Wawa 100.7 Chapleau

ACCOUNTS PAYABLE

TOWNSHIP OF CHAPLEAU

COUNCIL CHEQUE/EFT REGISTER

Ck/EFT	Chq._Date	Vendor_Name	Invoice_Description	Debit
00112-0001	5-Dec-24	BERTRAND, GRAHAM	SKATE WITH SANTA EVENT DECEMBER 7TH	\$ 100.00
00112-0002	4-Dec-24	MCEACHREN, JONATHAN	LIGHTS FOR TOWN CHRISTMAS TREE	\$ 179.03
00112-0003	4-Dec-24	O'HEARN, DAVID	NEWMONT WATER HAUL DECEMBER 2ND	\$ 127.21
00112-0003	4-Dec-24	O'HEARN, DAVID	NEWMONT WATER HAUL NOVEMBER 19TH	\$ 127.21
00112-0004	4-Dec-24	TURCOTTE, MARC	NEWMONT WATER HAUL DECEMBER 2ND	\$ 127.21
00112-0004	4-Dec-24	TURCOTTE, MARC	NEWMONT WATER HAUL NOVEMBER 19TH	\$ 127.21
13182	5-Dec-24	BRANDT	2025 JOHN DEERE BACKHOE & TRADE IN	\$ 215,473.27
13183	13-Dec-24	RECEIVER GENERAL - PAYROLL	REMITTANCE DECEMBER 1-15	\$ 19,576.24
13184	13-Dec-24	BELL CANADA	PHONE DECEMBER FIRE DEPT.	\$ 46.50
13184	13-Dec-24	BELL CANADA	PHONE DECEMBER FIRE HALL	\$ 46.50
13184	13-Dec-24	BELL CANADA	PHONE DECEMBER LIBRARY	\$ 58.93
13184	13-Dec-24	BELL CANADA	PHONE DECEMBER AIRPORT	\$ 58.93
13184	13-Dec-24	BELL CANADA	PHONE DECEMBER PW	\$ 62.35
13184	13-Dec-24	BELL CANADA	PHONE DECEMBER ARENA	\$ 62.55
13184	13-Dec-24	BELL CANADA	PHONE DECEMBER CIVIC CENTRE	\$ 320.45
13184	13-Dec-24	BELL CANADA	PHONE DECEMBER EMERGENCY NO.	\$ 426.14
13185	13-Dec-24	BELL CONFERENCING INC.	BELL CONFERENCE CALLS NOVEMBER	\$ 90.40
13186	13-Dec-24	1763995 ONTARIO LTD	EMERGENCY POWER BACK UP PROJECT	\$ 416,917.97
13187	13-Dec-24	MCA CONTRACTING	PEDESTRIAN BRIDGE GIRDER REPAIR	\$ 110,669.98
13188	13-Dec-24	CONFIDENTIAL	LEGAL CLAIM	\$ 14,863.26
13189	13-Dec-24	RBC ROYAL BANK VISA	S.T.O.P - REFUND	\$ (314.70)
13189	13-Dec-24	RBC ROYAL BANK VISA	OBOA - BUILDING INSPECTOR MEMBERSHIP 2025	\$ 412.45
13189	13-Dec-24	RBC ROYAL BANK VISA	STOKES - FIRE DEPARTMENTS PINS	\$ 557.31
00113-0001	17-Dec-24	1854072 ONTARIO INC	GRAVEL WATER MAIN BREAK MINTO	\$ 1,581.87
00113-0002	17-Dec-24	A.M.S TOWING AND RECOVERY	INSTALL WINTER TIRES -RESCUE 2	\$ 67.80
00113-0002	17-Dec-24	A.M.S TOWING AND RECOVERY	INSTALL WINTER TIRES RESECUE 1	\$ 67.80
00113-0002	17-Dec-24	A.M.S TOWING AND RECOVERY	INSTALL WINTER TIRES - SALVAGE 1	\$ 101.70
00113-0002	17-Dec-24	A.M.S TOWING AND RECOVERY	TIRE MOUNT & INSTALL - 2023 FORD	\$ 146.90
00113-0002	17-Dec-24	A.M.S TOWING AND RECOVERY	WHEEL BEARING REPLACEMENT - 2022 GMC	\$ 689.53
00113-0003	17-Dec-24	AECOM CANADA LTD	MISC. ADVISORY SERVICES	\$ 8,151.40
00113-0003	17-Dec-24	AECOM CANADA LTD	PEDESTRIAN BRIDGE REPAIR	\$ 8,670.75
00113-0004	17-Dec-24	AJ STONE COMPANY LTD.	HOSE TESTER	\$ 5,861.31
00113-0005	17-Dec-24	ALGOMA KINNIWABI TRAVEL ASSOC.	ECDEV - ALGOMA GUIDE 2025	\$ 2,726.12
00113-0006	17-Dec-24	B.M.R. MFG. INC.	SIGN PLAYGROUND AHEAD	\$ 132.23
00113-0007	17-Dec-24	BESNIER, KYLE	NEWMONT WATER DELIVERIES DEC. 6TH	\$ 127.21
00113-0008	17-Dec-24	BIDOUS MECHANICALSERVICES	REPAIRS LINE VALVE LANDFILL LOADER	\$ 706.25
00113-0008	17-Dec-24	BIDOUS MECHANICALSERVICES	EQUIPMENT REPAIRS	\$ 3,418.25
00113-0009	17-Dec-24	CALE'S CONTRACTING AND REPAIRS	BACKHOE RENTAL & SAND OVERPASS	\$ 717.55
00113-0010	17-Dec-24	CANADIAN UNION OF PUBLIC EMPLOYEES	LOCAL 887 - UNION DUES NOVEMBER	\$ 917.30
00113-0011	17-Dec-24	CHAPLEAU AUTO PARTS	GLOVES	\$ 7.45
00113-0011	17-Dec-24	CHAPLEAU AUTO PARTS	5/16" GRAB HOOK	\$ 8.45
00113-0011	17-Dec-24	CHAPLEAU AUTO PARTS	OIL FOR SNOWBLOWER	\$ 11.88
00113-0011	17-Dec-24	CHAPLEAU AUTO PARTS	STRAPS	\$ 13.72
00113-0011	17-Dec-24	CHAPLEAU AUTO PARTS	JERRY CAN SPOUT KIT	\$ 16.49
00113-0011	17-Dec-24	CHAPLEAU AUTO PARTS	15W-40 ROTELLA OIL	\$ 17.72
00113-0011	17-Dec-24	CHAPLEAU AUTO PARTS	RATCHET - TIE DOWN	\$ 23.72
00113-0011	17-Dec-24	CHAPLEAU AUTO PARTS	YELLOW PAINT	\$ 27.01
00113-0011	17-Dec-24	CHAPLEAU AUTO PARTS	BLUE PAINT	\$ 27.01
00113-0011	17-Dec-24	CHAPLEAU AUTO PARTS	RUNNER FOR SNOWBLOWER	\$ 31.53
00113-0011	17-Dec-24	CHAPLEAU AUTO PARTS	PUBLIC SKATING SAFETY VEST	\$ 40.57
00113-0011	17-Dec-24	CHAPLEAU AUTO PARTS	YELLOW PAINT	\$ 54.01
00113-0011	17-Dec-24	CHAPLEAU AUTO PARTS	ENDURANCE	\$ 61.88
00113-0011	17-Dec-24	CHAPLEAU AUTO PARTS	WASHER FLUID	\$ 75.80
00113-0011	17-Dec-24	CHAPLEAU AUTO PARTS	BUTANE TORCH/FUEL LANDILL GATE	\$ 83.45
00113-0011	17-Dec-24	CHAPLEAU AUTO PARTS	ANTIFREEZE	\$ 89.36
00113-0011	17-Dec-24	CHAPLEAU AUTO PARTS	PRUNING SHEAR	\$ 112.99
00113-0011	17-Dec-24	CHAPLEAU AUTO PARTS	4 - TIRES - 2023 FORD F150	\$ 1,046.15
00113-0012	17-Dec-24	CHAPLEAU EXPRESS	ADVERTISE - EDERLY RESIDENTS	\$ 33.90
00113-0012	17-Dec-24	CHAPLEAU EXPRESS	NOTICE TO TAX PAYERS	\$ 33.90
00113-0012	17-Dec-24	CHAPLEAU EXPRESS	ADVERTISE - LANDFILL SITE OPERATOR	\$ 33.90

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Ck/EFT	Chq._Date	Vendor_Name	Invoice_Description	Debit
00113-0012	17-Dec-24	CHAPLEAU EXPRESS	ADVERTISE - JOB POSTING	\$ 101.70
00113-0013	17-Dec-24	CHARLES W COLLINS STORES LIMITED	REFUND CORE BATTERY	\$ (31.22)
00113-0013	17-Dec-24	CHARLES W COLLINS STORES LIMITED	OAK ST. SEWER REPAIRS	\$ 9.12
00113-0013	17-Dec-24	CHARLES W COLLINS STORES LIMITED	BATTERIES	\$ 9.57
00113-0013	17-Dec-24	CHARLES W COLLINS STORES LIMITED	BATTERIES	\$ 9.57
00113-0013	17-Dec-24	CHARLES W COLLINS STORES LIMITED	WINDOW INSULATION	\$ 13.04
00113-0013	17-Dec-24	CHARLES W COLLINS STORES LIMITED	MATERIAL WATER PUMP REPAIRS	\$ 14.15
00113-0013	17-Dec-24	CHARLES W COLLINS STORES LIMITED	SPRAY FOAM QUEEN ST. BLEEDER LINE	\$ 15.02
00113-0013	17-Dec-24	CHARLES W COLLINS STORES LIMITED	GRASS SEED - 10 TEAK ST.	\$ 16.26
00113-0013	17-Dec-24	CHARLES W COLLINS STORES LIMITED	GRASS SEED 10 TEAK ST.	\$ 16.26
00113-0013	17-Dec-24	CHARLES W COLLINS STORES LIMITED	ROPE/SCEWS/SNAP	\$ 21.94
00113-0013	17-Dec-24	CHARLES W COLLINS STORES LIMITED	CLEANER & BRUSH	\$ 24.33
00113-0013	17-Dec-24	CHARLES W COLLINS STORES LIMITED	OAT ST. SEWER REPAIRS	\$ 31.11
00113-0013	17-Dec-24	CHARLES W COLLINS STORES LIMITED	DISPENSOR/HOOKS/TAPE	\$ 44.01
00113-0013	17-Dec-24	CHARLES W COLLINS STORES LIMITED	MATERIAL BIRCH ST. DRAIN BOX REPAIR	\$ 50.16
00113-0013	17-Dec-24	CHARLES W COLLINS STORES LIMITED	STYROFOAM QUEEN ST. BLEEDER LINE	\$ 55.69
00113-0013	17-Dec-24	CHARLES W COLLINS STORES LIMITED	MOTOR OIL - PUMPER 1	\$ 55.92
00113-0013	17-Dec-24	CHARLES W COLLINS STORES LIMITED	CLEANING SUPPLIES LANDFILL	\$ 56.19
00113-0013	17-Dec-24	CHARLES W COLLINS STORES LIMITED	LIGHTS FOR GARAGE	\$ 63.04
00113-0013	17-Dec-24	CHARLES W COLLINS STORES LIMITED	VINYL MAT / TAPE & CM20	\$ 65.71
00113-0013	17-Dec-24	CHARLES W COLLINS STORES LIMITED	WATER METER UPGRADES	\$ 67.53
00113-0013	17-Dec-24	CHARLES W COLLINS STORES LIMITED	CONCRETE - BIRCH ST STORM DRAIN REPAIRS	\$ 75.04
00113-0013	17-Dec-24	CHARLES W COLLINS STORES LIMITED	GARBAGE BAGS & TISSUE PAPER	\$ 120.21
00113-0013	17-Dec-24	CHARLES W COLLINS STORES LIMITED	DEAD BOLT LOCK AIRPORT	\$ 128.81
00113-0013	17-Dec-24	CHARLES W COLLINS STORES LIMITED	MEASURING WHEEL	\$ 137.28
00113-0013	17-Dec-24	CHARLES W COLLINS STORES LIMITED	BATTERY	\$ 349.90
00113-0013	17-Dec-24	CHARLES W COLLINS STORES LIMITED	STYROFOAM QUEEN ST. BLEEDER LINE	\$ 612.56
00113-0014	17-Dec-24	CITY OF TIMMINS	BUILDING INSPECTIONS	\$ 776.88
00113-0015	17-Dec-24	COMMERCE MANAGEMENT GROUP	CRDC - EDO DECEMBER	\$ 5,085.00
00113-0016	17-Dec-24	ENCOMPASSIT.CA	2024 KIT UPDATES SUPPORT - MARCH - DECEMBER	\$ 3,390.00
00113-0017	17-Dec-24	JJAM AGENCY	ADVERTISE - NO OVERNIGHT PARKING	\$ 45.20
00113-0017	17-Dec-24	JJAM AGENCY	ADVERTISE - ADMIN ASSISTANT POSTING	\$ 113.00
00113-0017	17-Dec-24	JJAM AGENCY	ADVERTISE - OPERARTOR II JOB POSTING	\$ 113.00
00113-0018	17-Dec-24	K.R. MCADAM SERVICES	LANE WAY BRUSHING	\$ 2,983.20
00113-0018	17-Dec-24	K.R. MCADAM SERVICES	AIRSTRIP BRUSHING	\$ 8,316.80
00113-0019	17-Dec-24	MANITOULIN SUDBURY DSSAB	DSSAB & LAND AMBULANCE DECEMBER	\$ 17,874.51
00113-0020	17-Dec-24	MARC'S MASONRY	AIRPORT TERMINAL RE-SHINGLE	\$ 17,854.00
00113-0021	17-Dec-24	MCDOUGALL ENERGY INC.	2,323.2L PROPANE WATER PLANT	\$ 1,847.63
00113-0021	17-Dec-24	MCDOUGALL ENERGY INC.	DIESEL LANDFILL	\$ 2,485.67
00113-0021	17-Dec-24	MCDOUGALL ENERGY INC.	3,256.1L PROPANE WATER PLANT	\$ 2,589.56
00113-0021	17-Dec-24	MCDOUGALL ENERGY INC.	3,677.6L PROPANE WATER PLANT	\$ 2,924.78
00113-0021	17-Dec-24	MCDOUGALL ENERGY INC.	2,000.7 L GAS PW	\$ 3,027.41
00113-0021	17-Dec-24	MCDOUGALL ENERGY INC.	4,463.6L PROPANE PW	\$ 3,549.87
00113-0022	17-Dec-24	MEYNTZ, JUDITH	ROMA - 2025 FLIGHT CAO	\$ 578.47
00113-0023	17-Dec-24	MISSINAIBI HEADWATERS INCORPORATED	ASHPHALT CUTTER RENTAL	\$ 84.75
00113-0023	17-Dec-24	MISSINAIBI HEADWATERS INCORPORATED	GARAGE DOOR REPAIRS LANDFILL	\$ 838.18
00113-0024	17-Dec-24	NEW NORTH FUELS INC.	CARD LOCK FUEL NOVEMBER	\$ 4,752.77
00113-0025	17-Dec-24	NORTHERN COMMUNICATION SERVICE	FIRE DISPATCH DECEMBER	\$ 449.68
00113-0026	17-Dec-24	ONTARIO CLEAN WATER AGENCY	SINGER VALVE REBUILD KITS	\$ 7,208.68
00113-0026	17-Dec-24	ONTARIO CLEAN WATER AGENCY	WATER PLANT/SEWER OPERATIONS DECEMBER	\$ 33,678.84
00113-0027	17-Dec-24	PEPCO	CLEANING SUPPLIES RECREATION	\$ 335.29
00113-0028	17-Dec-24	PRO NORTH ELECTRIC	ZAMBONI OVERHEAD DOOR OPENER REPAIRS	\$ 254.25
00113-0028	17-Dec-24	PRO NORTH ELECTRIC	WATER PLANT ELECTRICAL REPAIRS	\$ 774.05
00113-0029	17-Dec-24	PUBLIC HEALTH SUDBURY & DISTRICTS	MUNICIPAL LEVY DECEMBER	\$ 10,656.41
00113-0030	17-Dec-24	ROVITHIS, ARISTOTLE	NEWMONT WATER DELIVERIES - DECEMBER 6TH	\$ 127.21
00113-0031	17-Dec-24	ROYAL CANADIAN LEGION BR.#5	CHRISTMAS STAFF PARTY MEAL	\$ 1,905.00
00113-0032	17-Dec-24	ROYAL CANADIAN LEGION POPPY TRUST	WREATH ADMIN	\$ 115.00
00113-0032	17-Dec-24	ROYAL CANADIAN LEGION POPPY TRUST	WREATH - FIRE DEPARTMENT	\$ 115.00
00113-0033	17-Dec-24	SAULT STE MARIE INNOVATION CENTRE	TRANSFER CHAPLEAU DATA OVER	\$ 904.00
00113-0034	17-Dec-24	SPECTRUM TELECOM GROUP LTD.	PW RADIO DECEMBER	\$ 49.72

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00113-0034	17-Dec-24	SPECTRUM TELECOM GROUP LTD.	GPS TRACKING DECEMBER	\$ 107.35
00113-0035	17-Dec-24	TOROMONT CAT	BRAKE ACCUMULATOR CHARGE VALVE	\$ 146.72
00113-0035	17-Dec-24	TOROMONT CAT	TOROMONT LOADER MARC CHARGES - NOVEMBER	\$ 1,015.38
00113-0035	17-Dec-24	TOROMONT CAT	VALVE GP CHR	\$ 2,649.12
00113-0036	17-Dec-24	VIANET	CCTV - INTERNET SEPT/OCT	\$ 124.75
00113-0036	17-Dec-24	VIANET	CCTV INTERNET NOVEMBER	\$ 173.55
00113-0036	17-Dec-24	VIANET	MUSEUM ARENA & PW - WW INTERNET DECEMBER	\$ 256.51
00113-0036	17-Dec-24	VIANET	CCTV - INTERTET DECEMBER	\$ 257.30
00113-0037	17-Dec-24	WEAVER SIMMONS LLP	GENERAL LEGAL SERVICES	\$ 553.70
00113-0037	17-Dec-24	WEAVER SIMMONS LLP	AIRPORT - HYDRO ONE LEASE	\$ 565.00
00113-0037	17-Dec-24	WEAVER SIMMONS LLP	LEGAL SERVICES DUFFERIN	\$ 1,288.20
00113-0038	17-Dec-24	WHITEHOTS INC.	BOOKS LIBRARY	\$ 103.70
00113-0038	17-Dec-24	WHITEHOTS INC.	BOOKS LIBRARY	\$ 123.60
00113-0039	17-Dec-24	WURTH CANADA LIMITED	WURTH BIN RESTOCKS	\$ 571.29
00113-0040	17-Dec-24	XEROX CANADA LTD.	COPIER CHARGES NOVEMBER- DECEMBER LEASE	\$ 631.17
00114-0001	31-Oct-24	CANADA LIFE GROUP BENEFITS	CANADA LIFE BENEFITS PREMIUMS OCTOBER	\$ 10,714.28
00114-0002	31-Oct-24	MONERIS SERVICES	MONERIS SERVICES CHARGE OCTOBER LANDFILL	\$ 56.02
00114-0002	31-Oct-24	MONERIS SERVICES	MONERIS SERVICES CHARGE OCTOBER ADMIN	\$ 79.09
00114-0002	31-Oct-24	MONERIS SERVICES	MONERIS SERVICES CHARGE OCTOBER AIRPORT	\$ 256.36
00114-0003	31-Oct-24	PITNEY WORKS	CPUC - PITNEYWORKS FINANCE FEE	\$ 70.93
00115-0001	6-Nov-24	RBC ROYAL BANK	RBC BANK FEES OCTOBER	\$ 248.19
00116-0001	30-Nov-24	CANADA LIFE GROUP BENEFITS	CANADA LIFE BENEFITS PREMIUMS NOVEMBER	\$ 10,057.19
00117-0001	6-Dec-24	MONERIS SERVICES	MONERIS SERVICES CHARGE NOVEMBER ADMIN	\$ 48.83
00117-0001	6-Dec-24	MONERIS SERVICES	MONERIS SERVICES CHARGE NOVEMBER LANDFILL	\$ 54.38
00117-0001	6-Dec-24	MONERIS SERVICES	MONERIS SERVICES CHARGE AIRPORT NOVEMBER	\$ 122.96
00117-0002	6-Dec-24	RBC ROYAL BANK	BANK SERVICE CHARGES NOVEMBER	\$ 254.79
13190	20-Dec-24	RECEIVER GENERAL - PAYROLL	LIBRARY REMITTANCE DECEMBER	\$ 531.94
13191	20-Dec-24	RECEIVER GENERAL - PAYROLL	REMITTANCE DECEMBER 16-31	\$ 17,796.17
13192	20-Dec-24	BELL CONFERENCING INC.	BELL CONFERENCE CALLS DECEMBER	\$ 90.40
13193	20-Dec-24	BMO NESBITT BURNS	2024 PERPETUAL CARE CEMETERY TRUST	\$ 5,750.00
13194	20-Dec-24	HYDRO ONE NETWORKS INC	HYDRO NOVEMBER FL HIGH SCHOOL	\$ 21.37
13194	20-Dec-24	HYDRO ONE NETWORKS INC	HYDRO NOVEMBER FL SKI HILL	\$ 22.66
13194	20-Dec-24	HYDRO ONE NETWORKS INC	HYDRO NOVEMBER CEMETERY	\$ 39.09
13194	20-Dec-24	HYDRO ONE NETWORKS INC	HYDRO NOVEMBER MUSEUM	\$ 39.09
13194	20-Dec-24	HYDRO ONE NETWORKS INC	HYDRO NOVEMBER BIRCH & LORNE	\$ 40.73
13194	20-Dec-24	HYDRO ONE NETWORKS INC	HYDRO NOVEMBER PED. OVERPASS	\$ 52.67
13194	20-Dec-24	HYDRO ONE NETWORKS INC	HYDRO NOVEMBER LANDFILL GARAGE	\$ 72.67
13194	20-Dec-24	HYDRO ONE NETWORKS INC	HYDRO NOVEMBER WATERFRONT & PAVILLION	\$ 110.12
13194	20-Dec-24	HYDRO ONE NETWORKS INC	HYDRO NOVEMBER LANDFILL	\$ 143.25
13194	20-Dec-24	HYDRO ONE NETWORKS INC	HYDRO NOVEMBER LISGAR PUMPHOUSE	\$ 223.71
13194	20-Dec-24	HYDRO ONE NETWORKS INC	HYDRO NOVEMBER PUBLIC WORKS	\$ 560.69
13194	20-Dec-24	HYDRO ONE NETWORKS INC	HYDRO NOVEMBER AIRPORT	\$ 594.91
13194	20-Dec-24	HYDRO ONE NETWORKS INC	HYDRO NOVEMBER DUFFERIN PUMPHOUSE	\$ 786.53
13194	20-Dec-24	HYDRO ONE NETWORKS INC	HYDRO NOVEMBER RIVERSIDE PUMPHOUSE	\$ 1,548.20
13194	20-Dec-24	HYDRO ONE NETWORKS INC	HYDRO NOVEMBER STREET LIGHTS	\$ 1,629.35
13194	20-Dec-24	HYDRO ONE NETWORKS INC	HYDRO NOVEMBER LAGOON	\$ 1,794.67
13194	20-Dec-24	HYDRO ONE NETWORKS INC	HYDRO NOVEMBER CIVIC CENTRE	\$ 4,255.00
13194	20-Dec-24	HYDRO ONE NETWORKS INC	HYDRO NOVEMBER WATERPLANT	\$ 5,423.14
13194	20-Dec-24	HYDRO ONE NETWORKS INC	HYDRO NOVEMBER ARENA	\$ 19,228.54
13195	20-Dec-24	MINISTER OF FINANCE EHT	EHT DECEMBER	\$ 2,829.79
13196	20-Dec-24	MINISTER OF FINANCE EHT	EHT LIBRARY 2024	\$ 340.67
13197	20-Dec-24	O.M.E.R.S.	OMERS DECEMBER	\$ 24,200.84
13198	20-Dec-24	PUROLATOR INC	SHIPPING CHARGES	\$ 13.56
13198	20-Dec-24	PUROLATOR INC	SHIPPING CHARGES	\$ 56.61
13198	20-Dec-24	PUROLATOR INC	SHIPPING CHARGES	\$ 100.49
13198	20-Dec-24	PUROLATOR INC	SHIPPING CHARGES AUGUST	\$ 118.00
13198	20-Dec-24	PUROLATOR INC	SHIPPING CHARGES	\$ 167.42
13198	20-Dec-24	PUROLATOR INC	SHIPPING AJ STONE	\$ 658.11
13199	20-Dec-24	WORKPLACE SAFETY AND INSURANCE BOARD	FIRE DEPARTMENT WSIB 2024	\$ 9,871.88
13200	20-Dec-24	WORKPLACE SAFETY AND INSURANCE BOARD	WSIB DECEMBER	\$ 3,806.83

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Ck/EFT	Chq._Date	Vendor_Name	Invoice_Description	Debit
13201	20-Dec-24	WORKPLACE SAFETY AND INSURANCE BOARD	LIBRARY WSIB OCT-DEC	\$ 30.61
00118-0001	24-Dec-24	A.M.S TOWING AND RECOVERY	SERVICE CALL F550	\$ 265.49
00118-0002	24-Dec-24	AJ STONE COMPANY LTD.	HOSE TESTER ADAPTORS	\$ 3,715.44
00118-0003	24-Dec-24	ALGOMA DISTRICT SCHOOL BOARD	4TH QTR 2024 LEVY	\$ 36,806.64
00118-0004	24-Dec-24	BIDOUS MECHANICALSERVICES	EQUIPMENT REPAIRS	\$ 1,483.13
00118-0005	24-Dec-24	BRANDT	BACKHOE SERVICE KIT	\$ 1,652.56
00118-0006	24-Dec-24	CALE'S CONTRACTING AND REPAIRS	KABOTA RENTAL - SIDEWALKS	\$ 678.00
00118-0007	24-Dec-24	CANADIAN UNION OF PUBLIC EMPLOYEES	UNION DUES DECEMBER	\$ 921.04
00118-0008	24-Dec-24	CHAPLEAU PUBLIC UTILITIES CORPORATION	LEASE PAYMENTS AUGUST-24 TO JULY 25 -110 LORNE ST.	\$ 47,912.00
00118-0009	24-Dec-24	CIMCO REFRIGERATION	PRE-START UP INSPECTIONS AUGUST 26TH	\$ 1,748.05
00118-0010	24-Dec-24	CONSEIL SCOLAIRE DU DISTRICT GRAND NORD	4TH QTR 2024 LEVY	\$ 792.15
00118-0011	24-Dec-24	CONSEIL SCOLAIRE CATHOLIQUE DU NOUVEL O	4TH QTR 2024 LEVY	\$ 7,262.19
00118-0012	24-Dec-24	HURON-SUPERIOR CATHOLIC DISTRICT SCHOOL	4TH QTR 2024 LEVY	\$ 9,128.77
00118-0013	24-Dec-24	KPMG	DEVELOPMENT 2024 UPDATED ASSET MANAGEMENT PLAN	\$ 84,032.45
00118-0014	24-Dec-24	MCDOUGALL ENERGY INC.	1,300L DIESEL AIRPORT	\$ 1,939.50
00118-0014	24-Dec-24	MCDOUGALL ENERGY INC.	1,800.3L GAS PW GARAGE	\$ 2,726.44
00118-0015	24-Dec-24	MCEACHREN, JONATHAN	NEWMONT WATE HAUL DECEMBER 17TH	\$ 127.21
00118-0016	24-Dec-24	MISSINAIBI HEADWATERS INCORPORATED	LIFT STATION BASKET CLEANING	\$ 445.73
00118-0017	24-Dec-24	MORIN, ALAN	CPUC - LIFE INSURANCE BUY-OUT	\$ 28,798.50
00118-0018	24-Dec-24	MORIN, MARITA	CPUC - LIFE INSURANCE BUY-OUT	\$ 18,000.00
00118-0019	24-Dec-24	NESER INVESTMENTS INC.	ZAMBONI PROPANE REFILLS	\$ 1,658.58
00118-0020	24-Dec-24	O'HEARN, DAVID	NEWMONT WATER HAUL DECEMBER 12TH	\$ 127.21
00118-0020	24-Dec-24	O'HEARN, DAVID	NEWMONT WATER HAUL DECEMBER 18TH	\$ 127.21
00118-0021	24-Dec-24	ONTARIO CLEAN WATER AGENCY	WATER ISSUES QUEEN & ASH ST.	\$ 2,594.55
00118-0021	24-Dec-24	ONTARIO CLEAN WATER AGENCY	LISGAR PUMP LOUVRES REPLACEMENT & BATTERY CHANGER INSTA	\$ 3,140.05
00118-0021	24-Dec-24	ONTARIO CLEAN WATER AGENCY	ANNUAL GENERATOR SERVICING	\$ 3,437.58
00118-0022	24-Dec-24	RIOPEL, MICHEL	WATERHAUL NEWMONT DECEMBER 18TH	\$ 127.21
00118-0023	24-Dec-24	SERVANT, CHANTAL	CLEANING DEC. 11-19TH - CIVIC CENTRE	\$ 553.74
00118-0024	24-Dec-24	STERLING MARKING PRODUCTS INC.	200 - DOG TAGS 2025	\$ 174.59
00118-0025	24-Dec-24	TOMS LOCKSHOP	CEMETERY KEYPAD LOCK	\$ 703.99
00118-0026	24-Dec-24	TURCOTTE, MARC	NEWMONT WATER HAUL DECEMBER 12TH	\$ 127.21
00118-0026	24-Dec-24	TURCOTTE, MARC	NEWMONT WATER HAUL DECEMBER 17TH	\$ 127.21
00118-0027	24-Dec-24	WAMCO WATERWORKS NORTHERN	FIRE HYDRANT STOCK - BACK FLOW PREVENTORS	\$ 3,547.39
00118-0028	24-Dec-24	WEAVER SIMMONS LLP	LEGAL SERVICES	\$ 593.25
00118-0029	24-Dec-24	WORK EQUIPMENT LTD.	PARTS FOR TRACKLESS REPAIR	\$ 1,028.87
00118-0030	24-Dec-24	WSP CANADA GROUP LIMITED	AIRPORT FACILITIES STUDY	\$ 4,700.81
00118-0031	24-Dec-24	WURTH CANADA LIMITED	GLOVES	\$ 106.17
				\$ 1,358,778.95

RESOLUTIONS

THE CORPORATION OF THE TOWNSHIP OF CHAPLEAU

BY-LAW NO. 2025-01

Being a By-Law
to provide for an interim tax levy.

WHEREAS Section 317(1) of the Municipal Act, (2001) provides that the Council of a local municipality may, in 2024 before the adoption of the estimates for the year, pass a by-law to levy a sum not to exceed that which would be produced by applying the prescribed percentage (or 50 percent if no percentage is otherwise prescribed) of the total adjusted tax levy on individual properties for the previous year;

NOW THEREFORE the Council of the Corporation of the Township of Chapleau ENACTS AS FOLLOWS;

1. The said interim tax levy shall become due and payable in 2 installments as follows:

50 percent of the interim levy shall become due and payable on the **28th day of February, 2025** and the balance of the interim levy shall become due and payable on the **31st day of March, 2025**. Non-payment of the amount on the dates stated in accordance with this section shall constitute default.
2. On all taxes of the interim levy, which are in default on the second day after the due date a penalty of 1.25 percent shall be added and thereafter a penalty of 1.25 percent per month will be added on the first day of each and every month the default continues, until December 31st, 2025.
3. a) On all taxes of the interim tax levy in default on January 1st, 2025, interest will be added at the rate of 1.25 percent per month for each month or fraction thereof of default;

b) On all other taxes in default on January 1st, 2025, interest shall be added at the rate of 1.25 percent per month or fraction thereof, and all by-laws inconsistent with this policy are hereby rescinded.
4. Penalties and interest added on all taxes of the interim tax levy in default shall become due and payable and shall be collected forthwith as if the same had originally been imposed and formed part of such unpaid interim tax levy.
5. The collector may mail or cause the same to be mailed to the residence or place of business of such person indicated on the last revised assessment roll, a written or printed notice specifying the amount of taxes payable.
6. That taxes are payable at the Township of Chapleau Municipal Office, 20 Pine Street, Chapleau, Ontario.
7. That this By-Law shall come into force and take effect on the 13th day of January, 2025.

READ a FIRST, SECOND and THIRD TIME and FINALLY PASSED this 13th day of January, 2025.

Ryan Bignucolo Mayor

Judith Meyntz Clerk

THE CORPORATION OF THE TOWNSHIP OF CHAPLEAU

BY-LAW 2025-02

**Being the Municipal
Borrowing By-Law**

WHEREAS the Council of the Corporation of the Township of Chapleau wishes, pursuant to Section 407 of the Municipal Act to establish an operating line of credit in the amount of Five Hundred Thousand (\$500,000.00) dollars to meet, until the taxes are collected, the current expenditures for the Corporation for the year 2025; And

WHEREAS the total of amounts previously borrowed under Section 407 of the Municipal Act that have not been repaid is Zero (\$0.00) dollars; And

WHEREAS the amount of the estimated revenues of the corporation as set out in the estimates adopted for the current year and not yet collected (or, if the same have not yet been adopted, the amount of the estimated revenues of the Corporation as set forth in the estimates adopted in the year 2024) is Ten Million Five Hundred Seventy-Three Thousand Four Hundred Forty-Two dollars (\$10,573,442.00); And

WHEREAS the amount to be borrowed under this by law and the amounts of borrowings that have not been repaid does not in the aggregate exceed from January 1st, to September 30th, in the year, 50 percent of the total estimated revenues for the year and from October 1st, to December 31st, shall not exceed 25% of the total estimated revenues for the year.

NOW THEREFORE the Council of the Corporation of the Township of Chapleau **ENACTS AS FOLLOWS:**

1. The Head and the Treasurer of the Corporation are hereby authorized on behalf of the Corporation to borrow from time to time, by way of promissory note, from Royal Bank of Canada, a sum or sums not exceeding in the aggregate Five Hundred Thousand (\$500,000.00) dollars to meet, until the taxes are collected, the current expenditures of the Corporation for the year, including the amounts required for the purposes mentioned in subsection (1) of the said Section 407, and to give, on behalf of the Corporation, to the Bank a promissory note or notes, sealed with the corporate seal and signed by them for the moneys so borrowed with interest rate not exceeding the floating annual rate of interest established from time to time by the Royal Bank of Canada as the base rate it will use to determine rates of interest on Canadian Dollar loans to Municipalities in Canada and designated as Municipal Prime Rates per centum per annum, which may be paid in advance or otherwise.
2. That all sums borrowed from the said Bank, for any or all purposes mentioned in the said Section 407, shall, with interest thereon, be a charge upon the whole of the revenues of the Corporation for the current year and for all preceding years, as and when such revenues are received.
3. That the Treasurer is hereby authorized and directed to apply in payment of all sums borrowed pursuant to the authority of this By-Law, as well as all the other sums borrowed in this year and any previous years, from the said Bank for any or all of the purposes mentioned in the said Section 407, as amended from time to time, together with Interest thereon, all of the moneys hereafter collected or received on account or realized in respect of the taxes levied for the current year and preceding years and all of the

monies collected or received from any other source, which may lawfully be applied for such purpose.

4. That By-Law 2024-02 be repealed in its entirety.
5. That this By-Law shall come into force and take effect on the 13th day of January, 2025.

READ a FIRST, SECOND and THIRD TIME and FINALLY PASSED this 13th day of January, 2025.

Ryan Bignucolo Mayor

Judith Meyntz Clerk

I hereby certify that the foregoing is a true copy of By-Law No. 2025-02 of the Corporation of the Township of Chapleau in the Province of Ontario duly passed at a meeting of the Council of the said Corporation duly held, and that the said By-Law is in full force and effect.

Dated this 13th day of January, 2025.

As witness the Seal of
The Corporation.

Judith Meyntz Clerk

THE CORPORATION OF THE TOWNSHIP OF CHAPLEAU

BY-LAW NO. 2025-03

**Being a By-Law to adopt an Emergency Management Program
and Emergency Management Response Plan
and to meet other Requirements under the
Emergency Management and Civil Protection Act**

WHEREAS under the *Emergency Management and Civil Protection Act*, R.S.O. 1990, c. E.9 and Ontario Regulation 380/04 (the “Act”) every municipality in the province is required to:

- Develop and implement an emergency management program, which shall consist of:
 - an emergency plan;
 - training programs and exercises for employees of the municipality and other persons with respect to the provision of necessary services and the procedures to be followed in emergency response and recovery activities;
 - public education on risks to public safety and on public preparedness for emergencies; and
 - any other elements required by the standards for emergency management set under the Act or by Emergency Management Ontario;
- Designate an employee of the municipality or a member of the council as its emergency management program coordinator;
- Establish an emergency management program committee;
- Establish an emergency control group;
- Establish an emergency operations centre to be used by the municipal emergency control group in an emergency; and
- Designate an employee of the municipality as its emergency information officer;

AND WHEREAS it is prudent that the emergency management program developed under the Act be in accordance with international best practices, including the five core components of emergency management; prevention, mitigation, preparedness, response and recovery;

AND WHEREAS the purpose of such a program is to help protect public safety, public health, the environment, critical infrastructure and property during an emergency and to promote economic stability and a disaster resilient community;

NOW THEREFORE the Council of the Corporation of the Township of Chapleau hereby enacts as follows:

Emergency Management Program

1. An Emergency Management Program for the municipality will be developed and reviewed annually by the Emergency Management Program Committee consistent with and in accordance with the Act and international best practices, including the four core components of emergency management, namely: mitigation/prevention, preparedness, response and recovery, and such program shall include:
 - a. training programs and exercises for employees of the municipality and other persons with respect to the provision of necessary services and the procedures to be followed in emergency response and recovery activities;
 - b. public education on risks to public safety and on public preparedness for emergencies; and
 - c. any other elements required by the standards for emergency management set under the Act or by Emergency Management Ontario.
2. The Emergency Management Program shall be consistent with the objectives of protecting public safety, public health, the environment, critical infrastructure and property, and to promote economic stability and a disaster-resilient community.

Emergency Response Plan

3. The Emergency Response Plan, which has been developed in accordance with the requirements of the Act and international best practices, and which is attached hereto as Schedule A is hereby adopted (the “Plan”).
4. The Plan shall be reviewed annually by the CEMC and the Township’s Emergency Management Program Committee. The CEMC is authorized to make such administrative changes to the Plan as appropriate to keep the Plan current, such as personnel, organizational and contact information updates. Any significant revision to the body of the Plan shall be presented to Council for approval.
5. When an emergency exists but has not yet been declared to exist, Township employees and the Emergency Control Group may take such action under the Plan as may be required to protect property and the health, safety and welfare of the inhabitants of the Township.

Community Emergency Management Coordinator

6. The CAO/Clerk, is hereby appointed as the primary community emergency management coordinator (the “CEMC”) responsible for the emergency management program for the Township including maintenance of the Plan, training, exercises, public education and such other duties and responsibilities as outlined in the Act.
7. The Treasurer/Deputy Clerk is hereby appointed as alternate CEMC to act in place of the primary CEMC in his/her absence.

Emergency Management Program Committee

8. The persons from time to time holding the following positions in the Township, or their designates, shall be members of the Emergency Management Program Committee:
 - a. Chief Administrative Officer (CAO);
 - b. Treasurer;
 - c. Operations Director;
 - d. Public Works Manager;
 - e. Leisure and Cultural Services Manager; and
 - f. Fire Chief.
9. The CAO is hereby appointed as chair of the Emergency Management Program Committee.
10. The Emergency Management Program Committee shall advise Council on the development and implementation of the municipality’s Emergency Management Program and shall review the program annually.

Emergency Control Group

11. The persons from time to time holding the following positions in the municipality, or their designates, shall be members of the Emergency Control Group (ECG):
 - a. Head of Council – Mayor;
 - b. Chief Administrative Officer;
 - c. Treasurer/Deputy Clerk;
 - d. Operations Director;
 - e. Public Works Manager;
 - f. Leisure and Cultural Services Manager; and
 - g. Fire Chief.

Emergency Operations Centre

12. A primary and an alternate Emergency Operations Centre have been established for use by the Emergency Control Group in an emergency and with the appropriate technological and telecommunications systems to ensure effective communication in an emergency. The locations of the Emergency Operations Centres are identified in an annex to the Plan.

Emergency Information Officer

13. The Township's Chief Administrative Officer is hereby appointed as the Emergency Information Officer for the municipality to act as the primary media and public contact for the municipality in an emergency. The Treasurer/Deputy Clerk will be appointed to act as the alternate Emergency Information Officer.

Administration

14. The Plan shall be made available to the public for inspection and copying at the Civic Centre, 20 Pine Street during regular business hours.
15. The Plan, or any amendments to the Plan, shall be submitted to the Chief, Emergency Management Ontario identified in the Act.
16. By-Law 2023-02 be and is hereby repealed in its entirety.
17. That this by-law shall come into full force and effect on the 13th day of January 2025.

READ a FIRST, SECOND and THIRD TIME and FINALLY PASSED this 13th day of January 2025.

Ryan Bignucolo Mayor

Judith Meyntz CAO

THE CORPORATION OF THE TOWNSHIP OF CHAPLEAU

BY-LAW NO. 2025-04

Being a By-Law to authorize the Mayor and CAO to execute an Agreement between the Corporation and the Province of Ontario for the Fire Protection Grant

WHEREAS Section 8 of the Municipal Act, S.O. 2001, Chapter 25, provides that the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues; and

WHEREAS Section 9 of the Municipal Act, S.O. 2001, Chapter 25, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

WHEREAS Section 10 (1) of the Municipal Act, S.O. 2001, Chapter 25, provides that a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public; and

WHEREAS Council deems it necessary to enter into an agreement with the Association of Municipalities of Ontario;

NOW THEREFORE the Council of the Township of Chapleau **ENACTS AS FOLLOWS:**

1. That the Mayor and CAO is hereby authorized on behalf of the municipality, to execute, affix the Corporate Seal of the municipality, as per Schedule "A" attached to and forming part of this By-Law.
2. That this By-Law shall come into force and take effect on the 13th day of January, 2025.

READ a FIRST, SECOND and THIRD TIME and FINALLY PASSED this 13th day of January, 2025.

Ryan Bignucolo

Mayor

Judith Meyntz

CAO

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the

BETWEEN:

**His Majesty the King in right of Ontario
as represented by the enter the full legal title of the Minister**

(the “Province”)

- and -

(the “Recipient”)

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 Schedules to the Agreement. The following schedules form part of the Agreement:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Project Specific Information and Additional Provisions
- Schedule “C” - Project
- Schedule “D” - Budget
- Schedule “E” - Payment Plan
- Schedule “F” - Reports.

1.2 Entire Agreement. The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:

- (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project;
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and
- (f) the Province is bound by the *Financial Administration Act* (Ontario) (“FAA”) and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,
 - (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
 - (ii) the payment having been charged to an appropriation for a previous fiscal year.

SIGNATURE PAGE FOLLOWS

The Parties have executed the Agreement on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Office of the Fire Marshal**

Date

Name: Carrie Clarke

Title: Deputy Fire Marshal

Date

Name:

Title:

I have authority to bind the Recipient

Date

Name:

Title:

I have authority to bind the Recipient

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 Definitions. In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A12.1.

"Expiry Date" means the expiry date set out in Schedule "B".

"Funding Year" means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

“Maximum Funds” means the maximum set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

“Project” means the undertaking described in Schedule “C”.

“Records Review” means any assessment the Province conducts pursuant to section A7.4.

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and capacity to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;

- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient with Funds up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (c) the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

- A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:
- (a) carry out the Project in accordance with the Agreement;
 - (b) use the Funds only for the purpose of carrying out the Project;
 - (c) spend the Funds only in accordance with the Budget;
 - (d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.
 - (e) not use funds to cover any cost that has or will be funded by the recipients regular operating or capital budget.
- A4.4 **Interest-Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.
- A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:
- (a) deduct an amount equal to the interest from any further instalments of Funds;
 - (b) demand from the Recipient the payment of an amount equal to the interest.
- A4.6 **Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.
- A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**
- A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.
- A5.2 **Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 Conflict of Interest Includes. For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Province Includes. For the purposes of sections A7.4, A7.5 and A7.6, "Province" includes any auditor or representative the Province may identify.

A7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address set out in Schedule "B" :
 - (i) all Reports in accordance with the timelines and content requirements set out in Schedule "F";
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;

- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 Records Review. The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or both of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3;
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 Cooperation. To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;

- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 **No Control of Records.** No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual, including public announcements or communications:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.
- (d) obtain prior written approval from the Province before using any Government of Ontario or ministry logo or symbol in any communications including press releases, published reports, radio and television programs and public or private meetings, or in any other type of promotional material, relating to the Project or this Agreement.

A8.2 **Notice of Project-Related Communications.** Unless the Province directs the Recipient to do otherwise, the Recipient will provide written notice to the Province a minimum of 14 Business Days' in advance of all Project-related publications, whether written, oral, or visual, including public announcements or communications.

A9.0 INDEMNITY

A9.1 **Indemnify.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule “B” per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient’s obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) at least 30 days’ written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage required by section A10.1; or
 - (ii) other proof that confirms the insurance coverage required by section A10.1; and
- (b) in the event of a Proceeding, and upon the Province’s request, the Recipient will provide to the Province a copy of any of the Recipient’s insurance policies that relate to the Project or otherwise to the Agreement, or both.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days’ Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);
- (b) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate.

A12.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

A12.3 **Opportunity to Remedy.** If, pursuant to section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A12.4 **Recipient not Remediating.** If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A12.5 When Termination Effective. Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) **demand from the Recipient payment of the unspent Funds;**
- (b) **adjust the amount of any further instalments of Funds accordingly.**

A14.0 FUNDS UPON EXPIRY

A14.1 Funds Upon Expiry. Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds.

A15.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an

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amount equal to any Funds or any other amounts owing under the Agreement; or

- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 Interest Rate. The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address set out in Schedule "B".

A15.5 Fails to Pay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A16.0 NOTICE

A16.1 Notice in Writing and Addressed. Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule "B", or as either Party later designates to the other by Notice.

A16.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of fax, one Business Day after the Notice is delivered; and
- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 **Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A19.0 WAIVER

A19.1 **Condonation not a waiver.** Failure or delay by the either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

A19.2 **Waiver.** Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

A22.0 GOVERNING LAW

A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A23.0 FURTHER ASSURANCES

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 **Joint and Several Liability.** Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of Her agencies (a "Failure");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A27.0 SURVIVAL

A27.1 **Survival.** The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, section A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

END OF GENERAL TERMS AND CONDITIONS

**SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

Maximum Funds	\$
Expiry Date	March 31, 2025
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$ 5,000.00
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	<p>Name: Program Development & Analytics Unit, Office of the Fire Marshal, Public Safety Division Ministry of the Solicitor General</p> <p>Attention: Katrina Nedeljkovich, Operations Manager</p> <p>Address: 2284 Nursery Road, Midhurst, ON, L0L 1N0</p> <p>Phone: 705-305-4595</p> <p>Email: Katrina.nedeljkovich@Ontario.ca / OFMGrants@Ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Position:</p> <p>Address:</p> <p>Fax:</p> <p>Email:</p>
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	<p>Position:</p> <p>Address:</p> <p>Fax:</p> <p>Email:</p>

Additional Provisions:

None

SCHEDULE “C” PROJECT

The Ministry of the Solicitor General, Office of the Fire Marshal received Treasury Board (TB) approval for \$30.0M grant over 3 years in funding to support the municipal fire service in acquiring critical equipment and other needs (health and safety, minor infrastructure and specialized tools) to improve and enhance the level of fire protection service being provided. These approved funds are provided through what is known as the Fire Protection Grant.

Year one of the Fire Protection Grant focuses on firefighter health and safety (specifically cancer prevention measures) and minor infrastructure updates. These themes were chosen based on feedback from fire stakeholders across Ontario about the challenges and risks firefighters face in performing their duties.

The Ministry has identified four categories of eligibility:

- Cancer Prevention – Equipment (such as exhaust extraction systems in the fire station or washing machines for firefighting gear to remove contaminants, etc.)
- Cancer Prevention - Personal Protective Equipment (such as facepieces, balaclavas, etc.)
- Cancer Prevention – Minor Infrastructure (such as showers in the fire station, etc.)
- Technology – Minor Infrastructure (such as bringing internet to fire stations that do not currently have access to improve connectivity and training opportunities, etc.)

The grant application window opened on July 23, 2024 and closed September 5, 2024.

SCHEDULE "D" **BUDGET**

Funding will be provided to the
upon execution of this Agreement.

Funding will be provided to the
explicitly for the purchase of one, or a combination of, the items prescribed within the
listed summary in Schedule "C". Copies of all invoices and receipts for said items will
be provided to the Office of The Fire Marshal as part of the Report Back described in
Schedule "F" that forms part of this agreement.

The funds must be committed to the project as approved by March 31st, 2025.
Subsequently, the funds must be spent by the municipality by the end of Provincial
Financial Quarter Three (Q3) (December 31, 2025).

SCHEDULE “E” PAYMENT PLAN

E.1 MAXIMUM FUNDS

The Maximum Funds to be provided by the Province to the Recipient under this Agreement is set out in Schedule “B”.

E.2 PAYMENT SCHEDULE

The Funds will be provided to the Recipient for the Funding Year subject to the Agreement having been signed by the Province.

SCHEDULE "F" REPORTS

As a condition of the Fire Protection Grant, a report back to the Office of the Fire Marshal must be received by the end of Provincial Financial Quarter, Q3, to outline how the grant was utilized and the benefit(s) seen at the department level.

As part of the report back the municipality will provide copies of all invoices and receipts for the items purchased for the approved project(s) as noted in Schedule C.

THE CORPORATION OF THE TOWNSHIP OF CHAPLEAU

By-Law No. 2025-05

Being a By-Law to establish maintenance, management, regulation and control of cemeteries in the Township of Chapleau.

WHEREAS the Corporation of the Township of Chapleau has established the Chapleau Municipal Cemetery upon those lands more particularly described as Concession 5, Lot 4, Parcel 7944, Highway 129 South, Township of Chapleau, being land set aside to operate as a municipal cemetery;

AND WHEREAS it is desirable and expedient to make provisions for the care and control of the said cemetery;

AND WHEREAS Section 150 of *Ontario Regulation 30/11* made under the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33*, as amended, provides that the owner of every cemetery may pass by-laws governing the operation of the cemetery;

AND WHEREAS no such by-law comes into force or takes effect until it is filed with, and approved by the Registrar under Section 151 of *Ontario Regulation 30/11* made under the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33*, as amended;

AND WHEREAS Section 10 of the *Municipal Act, S.O. 2001, Chapter 25*, as amended, authorizes a single-tier municipality to provide any service or thing that the municipality considers necessary or desirable for the public;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Township of Chapleau enacts as follows:

1. DEFINITIONS

In this by-law:

- 1.1 "**Act**" means the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, Chapter 33*, as amended, and regulations made thereunder.
- 1.2 "**Care and Maintenance Fund**" is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold, transferred, assigned or permitted; and prescribed amounts for monuments and marker, is contributed into the care and maintenance fund. If no scattering rights are sold but scattering is permitted a prescribed amount must be contributed to the fund when the scattering is conducted. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery.
- 1.3 "**Cemetery**" means the Chapleau Municipal Cemetery, described as Concession 5, Lot 4, Parcel 7944, Highway 129 South, Township of Chapleau. Cemetery also means the Chapleau Protestant Burial Grounds and the Catholic Burial Grounds located on opposite sides of Birch Street East in Chapleau.
- 1.4 "**Cemetery Service**" means:
 - 1.4.1 Opening and closing of graves;
 - 1.4.2 Interring or disinterring human remains;
 - 1.4.3 Setting of corner posts and flat markers;
 - 1.4.4 Providing interment services including the provision, setting up and removal of artificial grass or ground cover, lowering devices, or other interment accessories at a grave site; and

- 1.4.5 Installing markers, monument foundations and monuments.
- 1.5 "**Chief Administrative Officer (CAO)**" means a member of the administration staff of the Corporation of the Township of Chapleau who has been delegated responsibility for administration of the Township Cemeteries.
- 1.6 "**Columbarium**" means a room or building with niches for funeral urns to be stored.
- 1.7 "**Contract**" For purposes of these by-laws, all purchasers of interment or scattering rights, or other cemetery supplies and services must sign a contract with the Township of Chapleau, detailing obligations of both parties, and acknowledging receipt and acceptance of the cemetery by-laws, a copy of the Consumer Information Guide and the price list
- 1.8 "**Corner posts**" means any posts or other marker set flush with the surface of the ground and used to indicate the corners of a lot.
- 1.9 "**Council**" means the Council of the Corporation of the Township of Chapleau.
- 1.10 "**Crypt**" is an individual compartment in a mausoleum for the entombment of human remains.
- 1.11 "**FBCSA**" refers to the Funeral, Burial and Cremation Services Act 2002.
- 1.12 "**Interment**" means the burial of human remains and includes the placing of human remains in a lot.
- 1.13 "**Interment Rights**" includes the right to require or direct the interment of human remains in a lot.
- 1.14 "**Interment Rights Certificate**" means the Certificate issued by the Corporation of the Township of Chapleau to the Interment Rights Holder.
- 1.15 "**Interment Rights Holder**" means a person who holds the interment rights with respect to a lot whether the person be the purchaser of the rights, the person named in the certificate of interment or such other person to whom the interment rights have been assigned.
- 1.16 "**Lot**" means each individual parcel for which an Interment Rights Certificate has been issued or an area of land in the cemetery containing, or set aside to contain human remains.
- 1.11.1 "Adult and Child Lot" means a lot having minimum dimensions of four (4) feet (1.22m) by nine (9) feet (2.74m) intended for the burial of adults and cremated remains.
- 1.11.2 "Infant Lot" means a lot having minimum dimensions of three (3) feet (0.91m) by five (5) feet (1.52 m) intended for the burial of infants (age 12 months and under).
- 1.17 "**Marker**" means any tombstone, plaque, headstone, cornerstone or other structure or ornament on a lot which is installed or intended to be installed flush with the surface of the ground.
- 1.18 "**Monument**" means any permanent memorial on a lot which projects above the surface of the ground.
- 1.19 "**Niche Columbarium**" means a compartment in a columbarium that holds a person's cremated remains.

- 1.20 "**Personal Representative**" shall mean an executor, executrix, administrator or administrator with will annexed, of the estate of a deceased individual or the attorney by power of attorney of a living individual.
- 1.21 "**Plot**" means two or more contiguous lots in which the interment rights have been sold as a unit.
- 1.22 "**Register**" means electronic or written records, kept in accordance with the Act.
- 1.23 "**Resident**" for the purposes of the purchase of Interment Rights means a person who resides in the Township of Chapleau or who is the owner or tenant of land in the Township of Chapleau, or the spouse of such owner or tenant.
- 1.24 "**Trust Fund**" refers to the established fund for the purpose of the *Funeral, Burial and Cremation Services Act, 2002. S.O. 2002, c.33.*

2. ADMINISTRATION

- 2.1 The Chief Administrative Officer or his/her designated alternates, shall:
- 2.1.1 Observe and carry out all of the provisions of this By-law, the Act and its Regulations, as may from time to time be amended.
- 2.1.2 Make, open and close all graves in the cemetery which may be required to be opened or closed and allow no other person to do so, except upon the express direction of Council.
- 2.1.3 Ensure that all graves are immediately filled in after interments.
- 2.1.4 Attend to the regular and proper maintenance of the cemetery.
- 2.1.5 Perform such other duties as Council may from time to time require.
- 2.2 The Chief Administrative Officer may delegate any cemetery responsibilities or duties to Cemetery Staff.
- 2.3 A map of the cemetery shall be attached to this by-law for information purposes.
- 2.4 The Chief Administrative Officer shall maintain and make available for public inspection without charge the following information:
- 2.4.1 The plan of the cemetery.
- 2.4.2 The name and address of each interment rights holder and location of the lot to which the rights pertain.
- 2.4.3 The name and address of each original purchaser of interment rights that have been transferred to another person and the date on which the rights were transferred.
- 2.4.4 The name of each person whose remains are interred in the cemetery, the location of the lot in which the remains are interred and the date on which the remains were interred,
- 2.4.5 The particulars of each disinterment of remains, including the name of the person who requested the disinterment, the date on which the remains were disinterred and the location in which the remains were reinterred.
- 2.4.6 Any other information required by the Act and regulations made thereunder.

- 2.5 This by-law shall be known and may be cited as the "Cemetery By-Law" of the Township of Chapleau.

3. RULES AND REGULATIONS

The following rules and regulations are hereby adopted for the care and control of the cemetery:

- 3.1 No person shall enter the cemetery, save through an established entrance.
- 3.2 No person, except cemetery staff or peace officers shall enter or be within the cemetery grounds before 8:00 a.m. or after 10:00 p.m. Public visitation times are during daylight hours seven (7) days per week, May 1st to November 1st. Winter maintenance is not performed within the cemetery, entry is at owners' visitors' own risk.
- 3.3 No gratuities shall be given to any officer or employee of the cemetery, nor shall any reward be given for personal services or attention.
- 3.4 No motorized snow vehicles or off-road vehicles are permitted within the cemetery grounds. Bicycles and motorcycles are permitted only on designated roadways.
- 3.5 No person shall allow or permit any animal to enter or remain in the cemetery, excluding service animals.
- 3.6 No person shall bring any alcoholic beverage upon the cemetery grounds.
- 3.7 No person shall deposit rubbish or debris on the cemetery grounds, except in receptacles provided for that purpose.
- 3.8 No person shall engage in soliciting of any kind in the cemetery.
- 3.9 No person shall operate a vehicle in excess of ten (10) kilometers per hour within the cemetery.
- 3.10 No person shall operate any vehicle under any circumstances, except on the roadways designated for vehicular traffic. Cemetery staff and monument placement contractors are exempt from this section. See Section 13 for regulations for contractors.
- 3.11 No person shall engage in any activity which may damage the monuments or cemetery grounds.
- 3.12 No person shall destroy, mutilate, deface, damage, injure or remove any monument, marker, road, walk, fence, railing or other structure or works placed in a cemetery.
- 3.13 No person shall willfully disturb persons assembled for the purpose of an interment of a body in a cemetery.
- 3.14 No person shall willfully disturb the quiet and good order of a cemetery by noise or other improper conduct.
- 3.15 Any person who violates this by-law or any provision thereof may be expelled from the grounds of the cemetery by the Chief Administrative Officer/Clerk or other person acting under the authority of the Chief Administrative Officer/Clerk.
- 3.16 All employees, whether employees of the Municipality or others, shall be subject to the direction and control of the Chief Administrative Officer/Clerk or designate while working in the cemetery.

4. SALE OF INTERMENT RIGHTS

Interment rights shall be sold, subject to the following conditions and no lot shall be used for any purpose other than the burial of human remains:

- 4.1 A lot may be purchased by executing a contract in the form set forth in Schedule "A" to this by-law completed and signed by the purchaser or a personal representative of the purchaser and by the Chief Administrative Officer on behalf of the Township, together with the payment of the purchase price set out in the Fees and Charges By-law renewed annually.
- 4.2 Lot purchases are limited to 6 unused grave spaces.
 - 4.2.1 Within thirty (30) days, the Township shall provide each interment rights holder with:
 - a) One (1) copy of the contract referred to in Section 4.1;
 - b) One (1) copy of the Interment Rights Certificate; and
 - 4.2.2 After the standard 30 day cooling off period for purchases the Township will retain the contribution made to the Care and Maintenance Fund as indicated on the contract.

5. CONDITIONS OF SALE

The purchase price of an interment right shall be as set forth in the Schedule of Fees and Charges By-law amended annually.

- 5.1 The purchase price for interment rights shall be divided as follows:
 - a) Care and Maintenance Fund 40%
(or the minimum amount (\$290.00 required by the Act)
 - b) General Fund 60%
(or the balance of the purchase price after deducting the amount from 5.1 (a), whichever is lesser).
- 5.2 All payments shall be made to the Corporation of the Township of Chapleau, 20 Pine Street West, P.O. Box 129, Chapleau, ON. P0M 1K0, and the applicant shall receive a receipt for each payment. Unpaid amounts are subject to interest and may be collected by the Treasurer in accordance with the Township's policy on accounts receivable.
- 5.3 Where amounts for cemetery services, cemetery supplies, or interment rights due to the Township from a funeral establishment are unpaid after 30 days, the Chief Administrative Officer/Clerk or his/her designate may, in addition to any other collection mechanisms provided herein, suspend provision of cemetery services or sale of interment rights to such funeral establishment until such amounts are paid.
- 5.4 Where the Treasurer or Chief Administrative Officer determines that it is in the Township's interest to do so, the Treasurer or Chief Administrative Officer may require that payment for interment charges, cemetery supplies or cemetery services must be made by cash, certified cheque or money order.
- 5.5 The applicant shall not be entitled to an Interment Rights Certificate, as set out in Schedule "B" and noted in Section 4.2.2 above, until the purchase price is paid in full.
- 5.6 Any notice required by this By-Law to be given to the Interment Rights Holder shall be sufficiently given by regular mail or delivery to the address shown in the register kept by the Chief Administrative Officer.

6. TRANSFER OF INTERMENT RIGHTS

- 6.1 The resale of interment rights by the holder to a third party is prohibited by the Corporation of the Township of Chapleau.
- 6.2 An interment rights holder may request in writing that the Township repurchase the interment rights of lots at any time before they are used, and the Township shall repurchase such rights within thirty (30) days of the receipt of such request, subject to the following:
 - 6.2.1 The repurchase price of interment rights shall be the price listed on the price list at the date the request is received, less the amount paid into the Care and Maintenance Fund in respect of the interment rights.
 - 6.2.2 The Interment Rights Holder shall return the original Interment Rights Certificates or provide an affidavit explaining why the certificates cannot be returned.
- 6.3 An Interment Rights Holder may gift, bequest or otherwise transfer interment rights, without consideration, to any other person by giving written notice of the transfer to the Township and by returning the original Interment Rights Certificate to the Township. Upon receipt of the notice, the required transfer fee as set out in Fees and Charges By-Law and the original Interment Rights Certificate, the Township shall issue a new Interment Rights Certificate to the Transferee. If the Interment Rights Holder has misplaced the original Interment Rights Certificate, a replacement may be issued upon payment of the applicable fee as per the Price List. Any subsequent transfer fee will also apply if the Interment Rights are being transferred.
- 6.4 Further to Section 6.3, any transfer of Interment Rights from a Resident to a Non-Resident, shall be subject to the applicable transfer fee plus the difference between the Resident and Non-Resident rate at the time of transfer.

7. INTERMENTS

- 7.1 A person wishing an interment shall give notice to the Chief Administrative Officer at least twenty-four (24) hours in advance of the proposed time of interment. This request must be received in writing on the Grave Warrant Form. For the purpose of this section, Saturdays, Sundays and holidays shall not be considered in determining working hours.
- 7.2 No interment shall take place without a Burial Permit issued by the Division Registrar under the Vital Statistics Act, R.S.O. 1990, Chapter V.4 for full interments or an original Certificate of Cremation signed by the Superintendent, or designate of the crematorium for cremation interments.
- 7.3 No interment shall take place until the person making the arrangements or the interment has complied with the by-laws, rules and regulations relative to burials. Persons making arrangements for interments shall be responsible for all charges incurred by way of entering an Interment/Services Contract as set out as Schedule "C". Such arrangements may be made by telephone but a faxed or scanned copy of the Interment/Service Contract Schedule "C" must be received by the Chief Administrative Officer before the interment may take place. In the event the person making the arrangements for interment is not the Interment Rights Holder a Letter of Permission to Bury, Schedule "D", must also be completed, signed and dated by all known Interment Rights Holders and forwarded to the Chief Administrative Officer. Evidence satisfactory to the Chief Administrative Officer of the Township of the Interment Rights may be necessary to assist in determining proper authority to request interments.
- 7.4 No one shall make any grave on any lot unless directed to do so by the Chief Administrative Officer by way of either:

- 7.4.1 A Grave Warrant as set out in Schedule "F"; or
- 7.4.2 For assisted burials, under Section 164 of Ontario Regulation 30/11 made under the *Funeral, Burial and Cremation Services Act, 2002*, S.O. 2002, Chapter 33, as amended, a Grave Warrant indicating that the delivery agent, as defined in the *Ontario Works Act, 1997*, shall be responsible for all costs of such burial.
- 7.5 All funerals within the cemetery shall be under the direction of the Chief Administrative Officer or his/her designate. Times of interment shall not be deemed to be set until confirmed by the Chief Administrative Officer or his/her designate.
- 7.6 Internments in winter months are subject to being held in the vault for a monthly fee detailed in our Schedule of Fees and Charges. There are no burials between November 15th to May 1st, unless arrangements have been made with the CAO or designate weather permitting.
- 7.7 The Township shall not be held responsible for errors in the location of graves on lots arising from the improper instructions of Interment Rights Holders or their representatives. For the purpose of this sub-section, an order from a Funeral Director shall be deemed to be an order from an owner.
- 7.8 As per Schedule "E" each "Adult Lot" may not have more than one burial in any single adult lot except as follows:
 - 7.7.1 The cremated remains of not more than six (6) persons;
 - 7.7.2 Or one (1) standard burial and six (6) cremated remains;
 - 7.7.3 A 60.96cm x 30.48cm (24' x 12') infant container may be buried at the approval of the Chief Administrative Officer in a single lot in which a casket containing human remains has been buried, provided space is available.
- 7.9 As per Schedule "E" each "Infant Lot" may have a total of one (1) interment, this being one (1) infant casket or one (1) infant cremation burial.
- 7.10 No interment equipment except that approved by the Township shall be used.
- 7.11 No grave shall be opened or closed except by Cemetery staff.
- 7.12 No use of shells or rough boxes shall be permitted.
- 7.13 No elevated mounds shall be built over graves and no lot shall be filled above the grade established for the cemetery.
- 7.14 Grave side services and interments shall be permitted on Monday to Friday between 9:00 a.m. and 3:00 p.m., and on Saturdays, Sundays and Statutory Holidays between 10:00 a.m. and 3:00 p.m. subject to an additional fee in accordance with the Fees and Charges By-law. There will be no interments performed after 3:00 p.m.
- 7.15 Interment rates shall apply for the period from April 1 to November 15 in accordance with the Fees and Charges By-law.
- 7.16 Mortuary Regulations
 - 7.16.1 The CAO or designate may direct the removal of a body deposited in the vault and intern it in a single lot at any time should the condition of the body render its interment necessary or expedient.
 - 7.16.2 All Funeral Homes and/or Interment Rights Holders should have proper insurance coverage for any bodies stored in the vault.

- 7.16.3 All bodies must be removed from the vault by the 15th day of May in each year or at the discretion of the CAO or designate.
- 7.16.4 The bodies of persons dying from contagious diseases cannot be admitted to the vault but must be interred. Communicable diseases are those identified in RRO 1990, Regulation 557, Health Protection and Promotion Act, RSO 1990, Chapter H.7.
- 7.16.5 The CAO or designate reserves the right to determine if the weather conditions are adverse enough to prevent a burial. If it is necessary, the vault may be used until the weather conditions permit the interment.
- 7.16.6 All bodies stored in the vault must be embalmed for health reasons.
- 7.16.7 No body shall be placed in a reinforced cardboard container for storage. Only bodies placed in a wooden or steel casket may be stored.

8. CREMATED REMAINS

All regulations stated in Section 7 of this by-law pertain to this section plus the following:

- 8.1 No ashes remaining from the cremation of bodies of deceased persons shall be disposed of in the cemetery except in accordance with the provisions of this By-Law. The co-mingling (the mixing of the cremated remains of two (2) or more persons) of ashes is allowed only if a certificate of cremation is received for each deceased persons and the applicable fee(s) paid.
- 8.2 If cremated remains have been interred first in any lot and said lot may be considered for a future casket burial then the cremated remains must be enclosed in a non-breakable, non-decomposing container. If the interred cremated remains are not enclosed in a non-breakable, non-decomposing container then right is forfeited for a future casket interment.
- 8.3 Written permission must be received from the Interment Rights Holder or his/her representative prior to disinterring any cremated remains.

9. INTERMENTS

- 9.1 The disinterment of a body (casket burial), once properly interred, shall not be made without an order signed by the Medical Officer of Health and the Interment Rights Holder.
- 9.2 All disinterment's shall occur in the presence of an Inspector of the Medical Officer of Health and the Chief Administrative Officer or his/her designate and the requirements of the Act and regulations thereunder shall be observed.
- 9.3 Disinterment will be made by arrangement with the Chief Administrative Officer or his/her designate.
- 9.4 If the burial was made in other than a permanent outer casing, a new outer case must be supplied upon the recommendation of the Medical Officer of Health.
- 9.5 Any markers or monuments designating the location of an interment shall be removed twenty-four hours prior to the time of disinterment by the owner or someone designated by him/her. If the marker/monument is not removed, the Municipality will not be held liable for any damage that may be caused to the marker/monument.
- 9.6 The charge for disinterment shall be as set forth in the Fees and Charges by-law (reviewed annually).

10. LOT DECORATIONS

Lot decorations shall be deemed to include all structures, ornaments, candles, plantings or other embellishments, with the exception of headstones, monuments and markers, which are placed on cemetery lots with the intention of improving their appearance. Because certain types of individual lot decorations are not in harmony with the development of the cemetery as a whole, or because they may intensify maintenance problems, no lot decorations shall be permitted except in accordance with the following rules with regard to the decoration of cemetery lots:

10.1 No lot decorations permitted by this By-law shall be placed on a lot if the lot charges for that lot and any other charges have not been paid in full.

10.2 Flowers and small items of personal, sentimental significance may be placed on a lot the day of the interment but shall be removed from the grave site within seven (7) days after the interment. If they are not removed within this time period, they will be considered abandoned and may be disposed of by Cemetery staff without notification.

Lot decorations which are in compliance with all other provisions of this By-Law shall be permitted on any single lot from May 1st to October 15th. If such decorations are not removed by the 15th day of October, they shall be considered abandoned and may be disposed of by Cemetery staff without notification. All decorations are to be secured to the monument or the base so as not to be displaced by strong wind or obstruct grounds maintenance.

10.3 Only one wreath on a 3-point stand or potted plant shall be placed at the head of the grave, as close to the monument as is practical. No other decorations are permitted to be placed on the ground or the foundation of any lot without the written approval of the Chief Administrative Officer/Clerk or his/her designate, except for the provisions provided in Item 10.6 Solar Lights.

10.4 No person shall allow any candle, incense or flammable articles in the Cemetery, except as part of an interment ceremony and under the supervision of the Internment Rights Holder or his/her representative.

10.5 Copings, stone mulch, flower beds, fences, curbs, benches, birdhouses, wind chimes, plant hangers and structures made of wood or equally perishable materials are prohibited. Temporary wooden crosses are permitted for a maximum of one year with the written approval of the Chief Administrative Officer/Clerk or his/her designate. Prohibited items shall be removed and disposed of by Cemetery staff without notification.

10.6 Lot decorations made wholly or partially of glass or pottery, including vases, photograph frames, candle holders and solar lights, or other equally fragile materials which, if broken, could cause injury to visitors and maintenance workers, are prohibited. Prohibited items shall be removed and disposed of by Cemetery staff without notification.

Solar lights are permitted based on the following:

- the solar lights are not made of glass, ceramic, or other breakable materials,
- the solar lights are securely placed,
- the combined number of solar lights on one particular lot does not exceed three (3) in total,
- the solar lights are placed either in line with the monument row or in the 36 centimetres (14 inches) garden area,
- if the solar lights are displayed on shepherd hooks, they do not exceed the height of the monument, and the solar lights measure no more than 61 centimetres (2 feet) in height if the lot on which they are located has a monument of no less than 61 centimetres (2 feet) in height;

10.7 Eternal candles are prohibited unless built into the monument and installed by an established monument/marker company with the approval of the Chief Administrative Officer/Clerk or his/her designate.

- 10.8 Lot decorations are prohibited on flat markers, and shall be disposed of by Cemetery staff without notification.
- 10.9 Only one (1) wreath or flower arrangement will be permitted on any single lot to mark special occasions which fall after October 15th (including but not limited to Remembrance Day, Christmas and Easter). Such decorations must be removed within 30 days of placing them. If they are not removed within 30 days, they will be considered abandoned and may be disposed of by Cemetery staff without notification.
- 10.10 Planting of trees and shrubs is permitted, but may only be undertaken under the direction of the Chief Administrative Officer or his/her designate. Only ornamental shrubs or dwarf nursery stock are allowed. Rose bushes are not permitted. Once planted, trees and shrubs become the property of the Township of Chapleau at the cemetery. The Chief Administrative Officer or his/her designate may direct the removal of trees and shrubs for which permission has not been given, or which otherwise does not comply with the cemetery by-law.
- 10.11 In order to preserve the appearance of the grounds, any trees, tree limbs, shrubs, artificial wreaths and flowers may be removed or pruned by Cemetery staff. Grading, seeding, sodding, top dressing, fertilizing and watering of lots, sodding, seeding and covering of graves shall be done by Cemetery staff only.
- 10.12 No person shall deposit any debris, decayed flowers, plants, hedge clippings, weeds, soil, and gravel that are generated from the maintenance of flowerbeds and shrubs, on roads, walks or any part of the cemetery grounds. Garbage receptacles are provided throughout the cemetery for the disposal of such material.
- 10.13 The Township shall not be responsible for any damages to lots and structures, or objects thereon, other than for damage caused by Township staff. The Township shall not be responsible for flowers or articles removed from any lot or grave.
- 10.14 The Township may remove flowers, shrubs, or any plant material that interferes with the opening and closing of a lot for an interment.
- 10.15 The Township may remove and dispose of decorations and flowers that become significantly weathered, damaged or moved from their placement without notification.

11. MARKERS AND MONUMENTS

- 11.1 Except under authority of this by-law, no person shall cause a monument or marker to be erected on, installed on, or removed from a lot unless the written consent of the Interment Rights Holder or legal representative, and the permission of the Chief Administrative Officer or his/her designate have first been given.
- 11.2 Only Township employees or established monument/marker companies may supply and install monuments or markers; individual or homemade markers/monuments are not permitted.
- 11.3 The Chief Administrative Officer or his/her designate shall not grant permission for installation or erection of a monument or marker on a lot unless all amounts owing to the Township for interment rights, cemetery services and cemetery supplies with respect to that lot, and the amounts required to be paid to the Township under Section 166 of *Ontario Regulation 30/11* made under the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33*, as amended, have been paid.
- 11.4 Every person installing a marker or monument shall pay to the Township the according to Schedule of Fees and Charges (revised annually) as prescribed under Section 166 of *Ontario Regulation 30/11* made under the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33*, as amended, and such amounts

shall be credited to the Care and Maintenance Fund established under Section 12 of this by-law:

- 11.4.1 All flat markers that are installed at the cemetery must have the application form submitted to the Township regardless of size, prior to installation.
 - 11.4.2 All monuments installed must have the application form submitted to the Township prior to installation.
 - 11.4.3 A flat marker measuring less than 1,116.13 square centimetres (173 square inches) refer to Schedule of Fees and Charges.
 - 11.4.4 For the installation of a flat marker measuring at least 1,116.13 square centimetres (173 square inches) refer to Schedule of Fees and Charges.
 - 11.4.5 Flat markers means a marker placed so that the surface of the marker does not project above the surface of the ground.
 - 11.4.6 For an upright monument measuring 1.22 metres (four feet) or less in height not including the base refer to Schedule of Fees and Charges.
- 11.5 No person shall cause a monument or marker to be erected or installed on a lot except in accordance with the following restrictions:
- 11.5.1 Both monuments and flat markers are permitted on all lots, subject to further restrictions in this by-law.
 - 11.5.2 No more than one monument may be erected or placed on any one lot.
 - 11.5.3 No more than six flat markers may be placed on any one lot.
 - 11.5.4 No inscription shall be made on any monument or marker which, in the opinion of Council, is not in keeping with the dignity and decorum of the cemetery.
 - 11.5.5 Any person engaged in placing or removing a monument/marker shall provide planking adequate to protect the cemetery turf and shall remove materials and equipment immediately upon completion of the work so that the site is left in a clean, orderly condition.
- 11.6 No person shall cause a monument to be erected or installed on a lot except in accordance with the following restrictions:
- 11.6.1 The base of each monument must be level and uniform in thickness so as to allow full bearing upon the foundation. Building up or under pinning with spalls or chips is not permitted.
 - 11.6.2 A monument shall not extend beyond the limits of the lot or plot on which it is erected.
 - 11.6.3 When two monument dies are set on a single base, both dies shall be of the same size, shape and colour.
 - 11.6.4 Every monument on a lot shall be installed on a concrete foundation. Foundation types and thicknesses. Concrete pad at least 5.5" thick (no poured concrete foundation) the design of which has been approved by the Chief Administrative Officer or his/her designate.
 - 11.6.5 Every monument shall be placed at the centre of the head end of a lot except where the alignment of existing nearby monuments justifies

another location as approved by the Chief Administrative Officer or his/her designate.

11.6.6 The dimensions of a monument shall comply with the following table:

Type of Lot	Height in inches	Base Length in inches	Base Width in inches
Adult Plot – Single Lot	42	30	12
Adult Plot – Two Lots	48	60	12
Adult Plot – more than two lots	48	84	12

11.7 No person shall cause a marker to be installed on a lot except in accordance with the following restrictions:

- 11.7.1 Flat markers shall be of granite or bronze only.
- 11.7.2 Granite markers shall be not less than 4 inches (10 cm) in thickness and must be of uniform thickness throughout.
- 11.7.3 Bronze markers must be attached to a concrete or granite base not less than 4 inches (10 cm) in thickness.
- 11.7.4 The dimensions of a flat marker on a single lot shall not exceed 4’x9’ (1.22 m x 2.74 m).
- 11.7.5 Every marker shall be flush with the ground and shall be positioned in a location approved by the Chief Administrative Officer or his/her designate. No foundation or flat concrete pad permitted under any flat markers.
- 11.7.6 Bronze markers secured to a granite base shall be fastened with 3/8 inch brass, all thread bolts, nuts and washers.
- 11.7.7 Bronze markers secured to a poured concrete base shall be fastened with a 3/8 inch brass anchor bolt.

12. CARE AND MAINTENANCE FUND

12.1 "Cemetery Perpetual Care Fund" means the trust fund established pursuant to the Act and Regulations thereto for the purpose of providing money for the care and maintenance of the cemetery. Interest earned from the trust fund will be used to maintain the markers, monuments and grounds in a safe condition.

13. REGULATIONS FOR CONTRACTORS AND WORKERS

- 13.2 All contractors performing work in a cemetery are required to produce on an annual basis evidence of public liability and property damage insurance in an amount not less than two million dollars (\$2,000,000.00) prior to performing any work each year.
- 13.3 All contractors performing work in a cemetery shall be required to produce on an annual basis evidence of good standing with WSIB prior to performing any work each year.
- 13.4 All contractors and workers in any capacity within the cemetery including masons, carters, stonecutters, erectors or helpers are subject to the direction and

control of the Chief Administrative Officer or his/her designate and are further governed by the *Occupational Health and Safety Act* and Regulations with respect to proper safety wear.

- 13.5 Contractors shall undertake work during Cemetery Work Hours - Monday to Friday 8 am until 5 pm unless by special permission of the Chief Administrative Officer or his/her designate.
- 13.6 Contractors shall lay planks on the ground lots and paths over which transport is required and at the request of the Chief Administrative Officer or his/her designate shall utilize a cart or dolly to prevent damage. Damage determined to be caused by contractors shall be rectified by the Township at the expense of the contractor.
- 13.7 All persons performing work in the cemetery shall conduct themselves in a manner in keeping with the dignity of the cemetery and shall respect any restrictions or regulations which may be required by the Township in the performance of their work.
- 13.8 Workers shall cease work, if in the immediate vicinity of a funeral, until the conclusion of the service.

14. COMPLAINTS

- 14.1 Any person having occasion to make any complaint shall make it to the Chief Administrative Officer or his/her designated alternate at the Municipal Office, and not to an employee on the cemetery grounds.
- 14.2 Any decision of the Chief Administrative Officer or his/her designate made pursuant to this by-law may be appealed to the Council for the purpose of affording persons an opportunity to be heard in the place and stead of Council.

15. PRICE LIST

- 15.1 Subject to the *Funeral, Burial and Cremation Services Act, 2002*, as amended, and the regulations made thereunder, Council shall adopt a Price List herein known as the Fees and Charges By-law to regulate the fees and charges to be paid by persons purchasing lots in the said cemetery or requiring services to be performed therein. Such Price List may be amended by by-law of the Council as it, from time to time, deems fit.

16. CONTRACTS AND CERTIFICATES OF INTERMENT

- 16.1 The Contract for the purchase of Interment Rights is attached as Schedule "A" to this By-law.
- 16.2 The form of Certificate of Interment Rights is attached as Schedule "B" to this By-law.
- 16.3 The Contract for purchase of Services is attached as Schedule "C" to this By-law.
- 16.4 The Chief Administrative Officer or his/her designated alternate is hereby authorized to execute on behalf of the Township, the Contracts referred to in Schedules "A" and "C", and the Certificate referred to in Schedule "B".

17. PENALTIES

- 17.1 Every person who contravenes any of the provisions of this By-law is guilty of an offence, and upon conviction is liable to a fine of not more than Five Thousand Dollars (\$5,000.00) as provided for in the *Provincial Offences Act*, R.S.O. 1990, c.P.33, as amended.

17.2 Any work completed by contractors without prior permission and approval, will be subject to a fine of not more than Five Thousand Dollars (\$5,000.00) as provided for in the *Provincial Offences Act*, R.S.O. 1990, c.P.33, as amended.

17.3 Any contractors that damage the cemetery during their normal business shall have the repair completed by the Township and be charged the cost of the repair.

18. BY-LAW AMENDMENTS

All amendments to the Cemetery By-law must be:

- Published once in a newspaper with general circulation in the locality in which the cemetery is located;
- Conspicuously posted on a sign at the entrance of the cemetery for a total number of 4 weeks; and
- Delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year, if the by-law or by-law amendment pertains to markers or their installation.

All by-laws and by-law amendments are subject to the approval of the Registrar, the *Funeral, Burial and Cremation Services Act, 2002 (FBCSA)* as amended, and the Bereavement Authority of Ontario (BAO).

The cemetery shall be governed by these by-laws and all procedures will comply with the FBCSA and O. Reg. 30/11 and 184/12, which may be amended periodically.

19. VALIDITY

18.1 If an Article of this By-law is, for any reason, held by a Court of law or other Administrative Tribunal to be invalid, the remaining Articles shall remain in effect until repealed.

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

19. EFFECTIVE DATE

19.1 This By-law shall come into force and take effect on the date passed by Council for the third reading.

19.2 Township of Chapleau By-law 2022-07 is hereby repealed in its entirety.

Read a FIRST time passed in draft format this 13th day of January, 2025.

Ryan Bignucolo Mayor

Judith Meyntz Clerk

Read a SECOND and THIRD time and FINALLY passed this ____ day of _____, 2025.

Ryan Bignucolo Mayor

Judith Meyntz Clerk

**SCHEDULE "C" TO BY-LAW 2025-05
INTERMENT/SERVICES CONTRACT**

GRAVE WARRANT NO.		
DATE:		
NAME OF DECEASED:		
PLACE OF DEATH:		
DATE OF DEATH:		
NEXT OF KIN:		
DATE OF BIRTH:		
PLACE OF BIRTH:		
DATE OF INTERMENT:		
TIME OF INTERMENT:		
CASKET/CREMATION BURIAL:		
GRAVE LOCATION:		
SHELL OR NO SHELL:		
RELIGIOUS DENOMINATION:		
TYPE OF MARKER:		
FUNERAL DIRECTOR:		
FUNERAL HOME:		
INVOICE OR PAID:		
INTERMENT RIGHTS HOLDER(S):		
ADDRESS:		
PHONE NUMBER:		
INFORMATION SUPPLIED BY:		
NOTES:		
INTERMENT COSTS:	FEE	HST
INTERMENT FEE:		
AFTER HOURS CHARGE:		
SATURDAY CHARGE:		
SUNDAY/CHARGE		
TOTAL:		

It is agreed between the parties that this contract is subject to the By-laws of the Township of Chapleau with respect to the Chapleau Cemetery and the Interment Rights Holder(s) hereby acknowledge that the cemetery is governed by these by-laws, a copy of which is attached, and that the Conditions of Contract attached have been read and understood.

PURCHASER: _____
(signature of Purchaser(s)/Interment Rights Holder)

(signature of Purchaser(s)/Interment Rights Holder)

CEMETERY REPRESENTATIVE: _____
(signature of Chief Administrative Officer or his/her designate)

**SCHEDULE "D" TO BY-LAW 2025-05
LETTER OF PERMISSION TO BURY
CHAPLEAU CEMETERY**

This form is to be used jointly with Schedule "D" Interment/Services Contract when those financially responsible for interment/services costs are not the Interment Rights Holders. This Letter of Permission to Bury may be completed and held on file at the Township of Chapleau to be matched with an Interment/Services Contract at the time of an interment/service request so interment/services may take place in an expeditious manner when needed.

I/we, the undersigned _____ owner(s) of the Interment Rights of the lot described as in the Chapleau Cemetery, Chapleau, ON do grant permission for the burial of:

(Print Full Name and the Type of Burial - Casket or Cremation)

in the aforementioned cemetery lot.

Please Print Name(s) of Interment Rights Holders Signature(s)

Date: _____

No interment will take place unless the Burial Permit or the Certificate of Cremation, the Interment/Services Contract and this permission form are received from the Interment Rights Holder(s) or their representative(s) to the Township of Chapleau along with the prescribed fee for the opening of the lot. Restrictions may apply, please consult the Cemetery By-law.

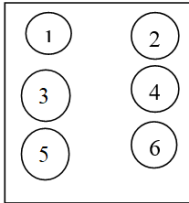
SCHEDULE "E" TO BY-LAW 2025-05

BURIALS PERMITTED PER GRAVE TYPE

CHAPLEAU CEMETERY

1. Adult Lots may have a total of one (1) burial in any single lot except as follows

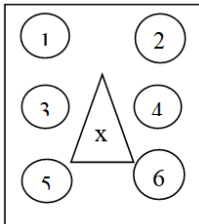
OPTION #1



6 cremation burials



OPTION #2



1 Standard burial and
6 cremated remains



OPTION #3



A 60.96 x 30.48 cm (24" x 12") infant container may be buried at the approval of the director in a single lot in which a casket containing human remains has been buried, provided space is available.

SCHEDULE "F" TO BY-LAW 2025-05

**GRAVE WARRANT
CHAPLEAU CEMETERY**

No. _____

Date:

TO: Public Works Superintendent
RE: **Opening and closing of plot**

You are hereby required to make a grave in:

Section: _____

Row: _____

Lot (Grave): _____

Name of Owner: _____

Name of Deceased: _____

Funeral Director: _____

Shell: _____
Yes No

Casket or Cremation: _____

Date and Time of Funeral: _____

Date and Time of Internment: _____

(signature of Chief Administrative Officer or his/her designate)

CORRESPONDENCE

December 12, 2024

Right Honorable Justin Trudeau
Office of the Prime Minister
80 Wellington Street
Ottawa, ON K1A 0A2

Sent by Email

Dear: Prime Minister Justin Trudeau

RE: Follow-Up: Support for the Motion on Sustainable Municipal Funding.

The Council of the Corporation of Tay Valley Township at its meeting on December 10th, 2024, adopted the following resolution:

RESOLUTION #C-2024-12-14

MOVED BY: Angela Pierman
SECONDED BY: Wayne Baker

“WHEREAS, the Council of the Corporation of Tay Valley Township supports the Town of Aurora’s motion to Request the Redistribution of the Provincial Land Transfer Tax and GST to Municipalities for Sustainable Infrastructure Funding;

AND WHEREAS, municipalities face growing infrastructure needs, including roads, bridges, public transit, water systems, and other critical services, which are essential to community well-being and economic development;

AND WHEREAS, the current sources of municipal revenue, including property taxes and user fees, are insufficient to meet these increasing demands for infrastructure investment;

AND WHEREAS, the Province of Ontario currently collects the Land Transfer Tax (LTT) on property transactions in municipalities across the province, generating significant revenue that is not directly shared with municipalities;

AND WHEREAS, the Federal Government collects the Goods and Services Tax (GST) on property transactions, a portion of which could be directed to municipalities to address local infrastructure needs;

AND WHEREAS, redistributing a portion of the Provincial Land Transfer Tax and GST to municipalities would provide a predictable and sustainable source of funding for local infrastructure projects without creating a new tax burden on residents or homebuyers;

AND WHEREAS, a redistribution of a portion of the existing Land Transfer Tax and GST would allow municipalities to better plan and invest in long-term infrastructure initiatives, supporting local economic growth and improving the quality of life for residents;

NOW THEREFORE BE IT RESOLVED THAT, the Council of the Corporation of Tay Valley Township formally requests the Provincial Government to consider redistributing a portion of the Land Transfer Tax collected on property transactions to municipalities;

THAT, the Council of the Corporation of Tay Valley Township calls on the Federal Government to allocate a percentage of the GST collected on property sales to municipalities;

THAT, this redistribution of the Land Transfer Tax and GST should be structured to provide predictable and sustainable funding to municipalities, allowing for better long-term planning and investment in infrastructure projects that benefit local communities, thus ensuring that local governments receive a fair share of the revenue to address critical infrastructure needs;

THAT, copies of this resolution be forwarded to Prime Minister Justin Trudeau, Premier Doug Ford, the Ontario Minister of Finance, the Minister of Municipal Affairs and Housing, local Members of Parliament (MPs) and Members of Provincial Parliament (MPPs);

AND FURTHER BE IT RESOLVED THAT, copies of this resolution be forwarded to all 444 Municipalities in Ontario, the Federation of Canadian Municipalities (FCM), and the Association of Municipalities of Ontario (AMO) for their endorsement and advocacy.”

ADOPTED

If you require any further information, please do not hesitate to contact the undersigned at (613) 267-5353 ext. 130 or deputyclerk@tayvalleytwp.ca

Sincerely,



Aaron Watt, Deputy Clerk

cc: Honorable Premier Doug Ford,
Honorable Peter Bethlenfalvy, Ontario Minister of Finance,
Paul Calandra, Minister of Municipal Affairs and Housing,
Local Members of Parliament (MPs) and Members of Provincial Parliament,
All Municipalities in Ontario, the Federation of Canadian Municipalities (FCM), and the
Association of Municipalities of Ontario (AMO).

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7000

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto (Ontario) M7A 2J3
Tél. : 416 585-7000



234-2024-5801

December 12, 2024

Dear Head of Council,

I am pleased to inform you of the introduction of the proposed Municipal Accountability Act, 2024 on December 12, 2024, which, if passed, would make changes to the *Municipal Act, 2001* and *City of Toronto Act, 2006* to strengthen the municipal code of conduct and integrity commissioner framework.

I appreciate the valuable feedback we have received from municipalities and share your commitment to safe and respectful workplaces. The proposed changes, if passed, would:

- enable the creation of a standard municipal code of conduct and standard municipal integrity commissioner investigation processes to help ensure consistency across all Ontario municipalities;
- create a role for the Integrity Commissioner of Ontario in municipal code of conduct and integrity commissioner matters, including providing training to municipal integrity commissioners; and
- establish a mechanism to remove and disqualify members of council and certain local boards for a period of four years for the most serious code of conduct violations following a recommendation from the local integrity commissioner, a concurring report from the Integrity Commissioner of Ontario, and a unanimous vote of council.

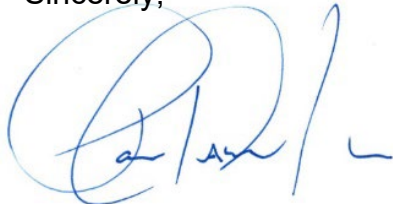
In the coming months, I will want to hear your feedback on the Bill as well as other matters regarding local accountability regimes. I look forward to seeing many of you at the upcoming Rural Ontario Municipal Association conference, where we will have the opportunity to discuss these changes and other matters of importance to your communities.

If passed, important work to develop the regulations to support this new framework would lie ahead, and I remain committed to engaging with you throughout that process. Our intention is to have these changes in effect for the new term of councils beginning in Fall 2026 to ensure there is adequate opportunity for local implementation.

For more information on these amendments, please see the [news release](#). To share your comments on the proposed legislation, please see a posting on the [Regulatory Registry](#) that will be open for comments for 60 days.

If you have any questions regarding these new provisions, please contact your local [Municipal Services Office](#) with the Ministry of Municipal Affairs and Housing.

Sincerely,



Hon. Paul Calandra
Minister of Municipal Affairs and Housing

- c: Jessica Lippert, Chief of Staff
- Owen Macri, Deputy Chief of Staff
- Martha Greenberg, Deputy Minister
- Caspar Hall, Assistant Deputy Minister, Local Government Division
- Sean Fraser, Assistant Deputy Minister, Municipal Services Division
- Municipal Clerks and CAOs

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto (Ontario) M7A 2J3
Tél. : 416 585-7000

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416-585-7000



234-2024-5801

12 décembre 2024

Monsieur le président du conseil / Madame la présidente du conseil,

J'ai le plaisir de vous informer du dépôt, le 12 décembre 2024, du projet de Loi de 2024 sur la responsabilité au niveau municipal qui, s'il est adopté, apportera des modifications à la *Loi de 2001 sur les municipalités* et à la *Loi de 2006 sur la cité de Toronto* afin de renforcer le code de déontologie municipal et le cadre du commissaire à l'intégrité.

Je suis reconnaissant des précieux commentaires que nous avons reçus des municipalités, et je partage votre engagement en faveur de lieux de travail sûrs et respectueux. Si elles sont adoptées, les modifications proposées permettraient :

- la création d'un code de déontologie municipal normalisé et d'un processus d'enquête normalisé pour les commissaires à l'intégrité municipaux, afin d'assurer l'uniformité dans l'ensemble des municipalités de l'Ontario;
- la création d'un rôle pour le commissaire à l'intégrité de l'Ontario dans les questions relatives au code de déontologie municipal et au commissaire à l'intégrité, notamment en offrant de la formation aux commissaires à l'intégrité municipaux;
- l'établissement d'un mécanisme pour exclure et démettre de leurs fonctions les membres du conseil et de certains conseils locaux pour une période de quatre ans pour les infractions les plus graves au code de déontologie, à la suite d'une recommandation du commissaire à l'intégrité local, d'un rapport concordant du commissaire à l'intégrité de l'Ontario et d'un vote unanime du conseil.

Au cours des prochains mois, j'aimerais connaître votre avis sur le projet de loi ainsi que sur d'autres questions concernant les régimes de responsabilité locaux. J'ai hâte de rencontrer plusieurs d'entre vous à la prochaine conférence de la Rural Ontario Municipal Association, où nous aurons l'occasion de discuter de ces changements et d'autres questions importantes pour vos communautés.

.../2

Si le projet de loi est adopté, il faudra encore travailler à l'élaboration des règlements qui soutiendront ce nouveau cadre, et je m'engage à collaborer avec vous tout au long de ce processus. Nous avons l'intention de faire entrer ces changements en vigueur pour le nouveau mandat des conseils commençant à l'automne 2026 afin de garantir un délai adéquat pour la mise en œuvre au niveau local.

Pour plus de plus amples renseignements sur ces modifications, veuillez consulter le [communiqué](#). Pour faire part de vos commentaires concernant le projet de loi, veuillez vous référer à la publication dans le [Registre de la réglementation](#) qui sera ouverte aux commentaires pendant 60 jours.

Si vous avez des questions au sujet de ces nouvelles dispositions, veuillez communiquer avec le [Bureau des services aux municipalités](#) du ministère des Affaires municipales et du Logement de votre localité.

Cordialement,



Paul Calandra
Ministre des Affaires municipales et du Logement

Cc : Jessica Lippert, chef de cabinet
Owen Macri, chef de cabinet adjoint
Martha Greenberg, sous-ministre
Caspar Hall, sous-ministre adjoint, Division des administrations locales
Sean Fraser, sous-ministre adjoint, Division des services aux municipalités
Greffiers municipaux et directeurs généraux

January 6, 2025

Please be advised that during the regular Council meeting of December 17, 2024 the following motion regarding support for redistribution of the Provincial Land Transfer Tax and GST to municipalities for sustainable infrastructure funding was carried:

RESOLUTION NO. 2024-621

DATE: December 17, 2024

MOVED BY: Councillor Roberts

SECONDED BY: Councillor St-Jean

WHEREAS municipalities face growing infrastructure needs, including roads, bridges, public transit, water systems and other critical services, which are essential to community well-being and economic development;

WHEREAS municipalities are being asked to take on complex health and social challenges – like homelessness, public health costs, childcare, and many other social services, and these costs are rising every year, with limited funding from upper levels of government;

WHEREAS the current sources of municipal revenue, including property taxes and user fees, are insufficient to meet these increasing demands for infrastructure investment;

WHEREAS the Province of Ontario currently collects the Land Transfer Tax (LTT) on property transactions in municipalities across the province, generating significant revenue that is not directly shared with municipalities;

WHEREAS the Federal Government collects the Goods and Services Tax (GST) on property transactions, a portion of which could be directed to municipalities to address local infrastructure needs;

WHEREAS redistributing a portion of the Provincial Land Transfer Tax and GST to municipalities would provide a predictable and sustainable source of funding for local infrastructure projects without creating a new tax burden on residents or homebuyers;

WHEREAS a redistribution of a portion of the existing Land Transfer Tax and Federal GST would allow municipalities to better plan and invest in long-term

infrastructure initiatives, supporting local economic growth and improving the quality of life for residents; and

NOW THEREFORE BE IT RESOLVED THAT The Council of the Corporation of the County of Prince Edward:

1. Formally requests the Provincial Government to consider redistributing a portion of the Land Transfer Tax collected on property transactions to municipalities;
2. Formally requests the Federal Government to allocate a percentage of the GST collected on property sales to municipalities; and
3. **THAT** this resolution be forwarded to Prime Minister Justin Trudeau, Premier Doug Ford, the Ontario Minister of Finance, the Minister of Municipal Affairs and Housing, Bay of Quinte Member of Parliament, Ryan Williams and Member of Provincial Parliament, Tyler Allsopp; and
4. **THAT** this resolution be forwarded to all 444 Municipalities in Ontario, the Federation of Canadian Municipalities (FCM), and the Association of Municipalities of Ontario (AMO) for their endorsement and advocacy.

CARRIED

Yours truly,



Catalina Blumenberg, **CLERK**

cc: Mayor Steve Ferguson, Councillor Roberts, Councillor St-Jean, and Marcia Wallace, CAO



**The Corporation of the
County of Northumberland**
555 Courthouse Road
Cobourg, ON, K9A 5J6



Northumberland County Council Resolution

SENT VIA EMAIL

January 7, 2025

Honourable Doug Ford (Premier of Ontario)
Honourable Andrea Khanjin (Minister of the Environment, Conservation and Parks)
Honourable Rob Flack (Minister of Agriculture, Food and Agribusiness)
Honorable David Piccini (Minister of Labour, Immigration, Training and Skills Development and MPP for Northumberland-Peterborough South)
Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA)
Northumberland Federation of Agriculture
All Ontario municipalities

Re: Correspondence, 'Protection of Agricultural Lands and Sustainable Development'

At a meeting held on December 18, 2024 Northumberland County Council approved Council Resolution # 2024-12-18-909, adopting the below recommendation from the December 2, 2024 Public Works Committee meeting:

Moved by: Councillor Mandy Martin
Seconded by: Councillor Robert Crate

"**That** the Public Works Committee, having considered the correspondence from the Township of Puslinch regarding 'Protection of Agricultural Lands and Sustainable Development', recommend that County Council support the correspondence and direct staff to send a copy of this resolution to key stakeholders."

Council Resolution # 2024-12-18-909

Carried

If you have any questions regarding this matter, please do not hesitate to contact the undersigned at matherm@northumberland.ca or by telephone at 905-372-3329 ext. 2238.

Sincerely,
Maddison Mather

Manager of Legislative Services / Clerk
Northumberland County

Council Resolution

Moved By M. Martin

Agenda
Item 15

Resolution Number
2024-12-18- 909

Seconded By R. Crate

Council Date: December 18, 2024

"That Council adopt all recommendations from the five Standing Committees, as contained within the Committee Minutes (meetings held December 2, 3, and 4, 2024), with the exception of the following items (referenced from the Standing Committee Minutes), that will be held for discussion:

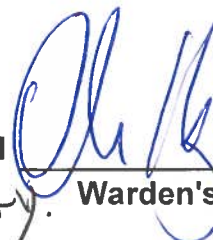
Committee Name	Item #	Description	Held By
----------------	--------	-------------	---------

- | | | | |
|---|---------------------------------------|--|--|
| - | Community Health Committee, Item 8.a, | 'Report 2024-156 'Long-term Care Staffing Challenges' – Held by Councillor Logel | |
|---|---------------------------------------|--|--|

And Further That the items listed above and held for separate discussion each require a separate resolution."

Recorded Vote
Requested by _____
Councillor's Name

Deferred _____
Warden's Signature

Carried 
Deputy Warden's Signature

Defeated _____
Warden's Signature

Public Works Committee Resolution

Committee Meeting Date: December 2, 2024

Agenda Item: 7.d

Resolution Number: 2024-12-02- 860

Moved by: J. Logel

Seconded by: B. Ostrander

Council Meeting Date: December 18, 2024

"That the Public Works Committee, having considered the correspondence from the Township of Puslinch regarding 'Protection of Agricultural Lands and Sustainable Development', recommend that County Council support the correspondence and direct staff to send a copy of this resolution to key stakeholders."

Carried 
Committee Chair's Signature

Defeated _____
Committee Chair's Signature

Deferred _____
Committee Chair's Signature

Hon. Paul Calandra
Minister of Environment,
Conversation and Parks
VIA EMAIL:
Paul.Calandra@pc.ola.org

Hon. Doug Ford
Premier of Ontario
VIA EMAIL:
premier@ontario.ca

Township of Puslinch
7404 Wellington Road 34
Puslinch, ON N0B 2J0
www.puslinch.ca

November 7, 2024

Hon. Rob Flack
Minister of Agriculture,
Food, and Agribusiness
VIA EMAIL:
minister.omafra@ontario.ca

Hon. Matthew Rae, MPP
VIA EMAIL:
Matthew.Rae@pc.ola.org

Hon. Ted Arnott, MPP
VIA EMAIL:
ted.arnottco@pc.ola.org

Barclay Nap
Wellington Federation of
Agriculture
VIA EMAIL:
napbarclay@gmail.com

RE: Motion for the Protection of Agricultural Lands and Sustainable Development in Relation to Provincial Projects and Excess Soil Management Practices

Please be advised that Township of Puslinch Council, at its meeting held on October 23, 2024 considered the aforementioned topic and subsequent to discussion, the following was resolved:

Resolution No. 2024-378: Moved by Councillor Hurst and
Seconded by Councillor Sepulis

Whereas the provincial government is undertaking:

- a) significant road and underground projects over the next ten years which will generate significant excess soil to be managed and disposed; and
- b) studies of underground projects that if implemented will also generate significant excess soil: and

Whereas landfill sites across Ontario are already near capacity, necessitating amendments to legislation to allow certain quality soil to be disposed at excess soil reuse sites instead of being disposed of in landfills effective January 1, 2025; and

Whereas the Ministry of the Environment, Conservation and Parks (MECP) is currently under resourced and lacks the capacity to effectively manage the additional enforcement and oversight required for the relocation of excess soil; and

Whereas the responsibility to enforce and oversee excess soil regulations is being downloaded onto municipalities, which have limited enforcement capabilities and face the risk of significant costs being passed on to local taxpayers; and

Whereas contamination of existing soil and groundwater is a significant concern, particularly in rural municipalities with valuable agricultural lands and reliance on groundwater for its residents; and

Whereas agricultural lands must be prioritized equally with housing needs, roads and underground infrastructure; failure to adequately protect these lands could exacerbate the ongoing food crisis in Ontario; and

Whereas Ontario is not alone in navigating the challenges of sustainable development, and the United Nations provides guidance through its Sustainable Development Report, which includes goals focused on economic growth, infrastructure, sustainable communities, hunger, clean water and sanitation, climate action, and life on land; and

Whereas it is critical that governments consider the comprehensive impacts on all of these areas when conducting feasibility studies and implementing projects which generate excess soil; and

Whereas neglecting to account for the broader implications of projects may lead to negative outcomes;

Therefore Be It Resolved that the Council of the Township of Puslinch calls on the provincial government to:

1. Prioritize the protection of agricultural lands in the management of excess soil from roads and underground projects and in the planning and feasibility studies related to such projects.
2. Ensure that adequate resources are allocated to the MECP to support effective enforcement and oversight of excess soil regulations.
3. Collaborate with municipalities to provide necessary support and funding for enforcement activities related to excess soil management, minimizing financial burdens on local taxpayers.
4. Conduct a comprehensive impact assessment that considers all aspects of sustainable development, in alignment with the United Nations Sustainable Development Report, before proceeding with the traffic tunnel project and any further amendments to excess soil legislation; and

That the Township of Puslinch Council direct staff to send a copy of this resolution to the Minister of the Environment, Conservation and Parks; the Premier of Ontario; all Ontario municipalities; MPP Arnott; MPP Rae; the Wellington Federation of Agriculture; and OMAFRA requesting support for the protection of agricultural lands and sustainable development practices in Ontario.

CARRIED

As per the above resolution, please accept a copy of this correspondence for your information and consideration.

Sincerely,

Justine Brotherston
Municipal Clerk

CC: All Ontario Municipalities

To: Heads of Council, Chief Administrative Officers, City Managers, and Chairs,
District Social Services Administration Boards – Ontario

Cc: Municipal Service Manager Executive Leads – Human Services

From: Association of Municipalities of Ontario (AMO)

Re: January 9th Public Release of Ending Homelessness Report and Advocacy

Date: January 7, 2024

Note: **Confidential Information Provided**

AMO, OMSSA and NOSDA have partnered with HelpSeeker Technologies on comprehensive research into Ontario's homelessness crisis. This memo is to inform you that the final report will be publicly released this week on Thursday, January 9th. It will serve as an important basis for evidence-informed policy development, advocacy and stronger provincial-municipal planning and collaboration. It confirms and documents the pressure that municipalities are facing with the growing human and financial costs of the homelessness crisis.

This innovative and ambitious work involved the participation of all 47 municipal service managers to ensure the successful completion of the project. We thank your human services staff involved with housing and homelessness for their leadership, input and their data provision throughout this work.

The research focused on three key objectives:

- Quantify the current scale and scope of homelessness in Ontario;
- Estimate potential growth in homelessness in Ontario without additional interventions; and,
- Identify and cost solutions to address homelessness in Ontario, including the gap between current municipal, provincial, and federal investments and the necessary interventions.

The service manager staff executive leads for homelessness and housing can provide a briefing about the project and their municipal or DSSAB involvement. They have an embargoed, confidential copy of the report "Municipalities Under Pressure: The Human and Financial Cost of the Homelessness Crisis in Ontario."

An AMO Policy Update will be issued after the public release of the report at a press conference on January 9th. The update will include link to the report on the AMO website and a full communications toolkit to support future conversations with media, ministers and Members of Provincial Parliament (MPPs).

If you have any questions about this project or the release plan this week, please contact:

- Michael Jacek, Senior Advisor, AMO mjacek@amo.on.ca



Robin Jones
President, AMO

Chapleau

www.jobsinchapeau.com ANNUAL REPORT 2024

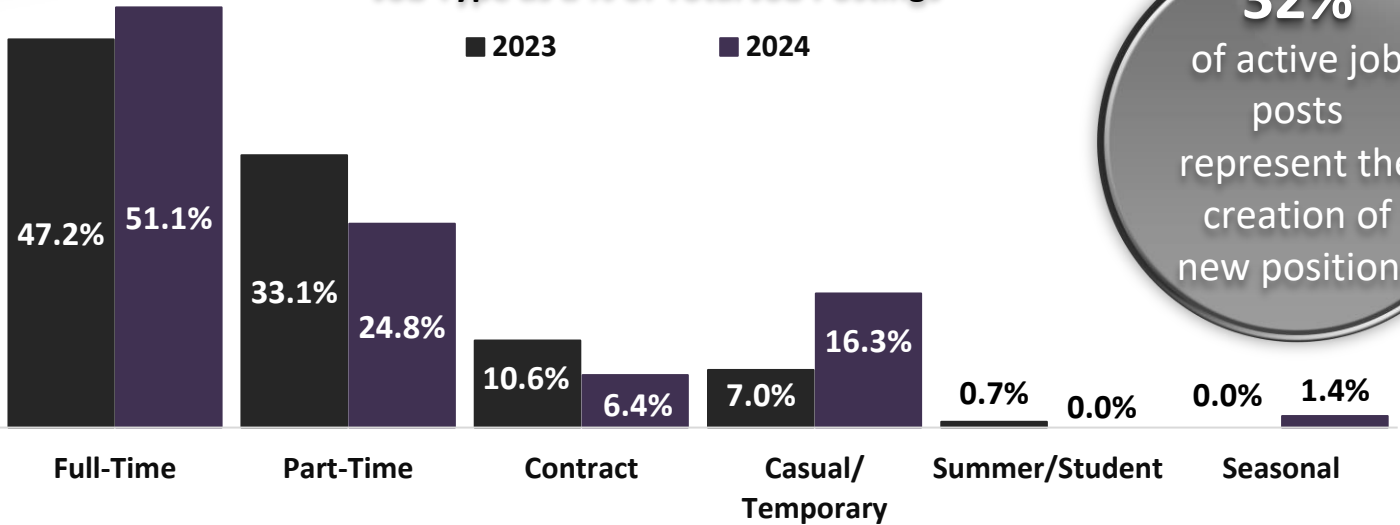


FAR NORTHEAST TRAINING BOARD (FNETB)
your local labour market planning network
COMMISSION DE FORMATION DU NORD-EST (CFNE)
votre réseau local de planification du marché du travail

Job Postings by Quarter

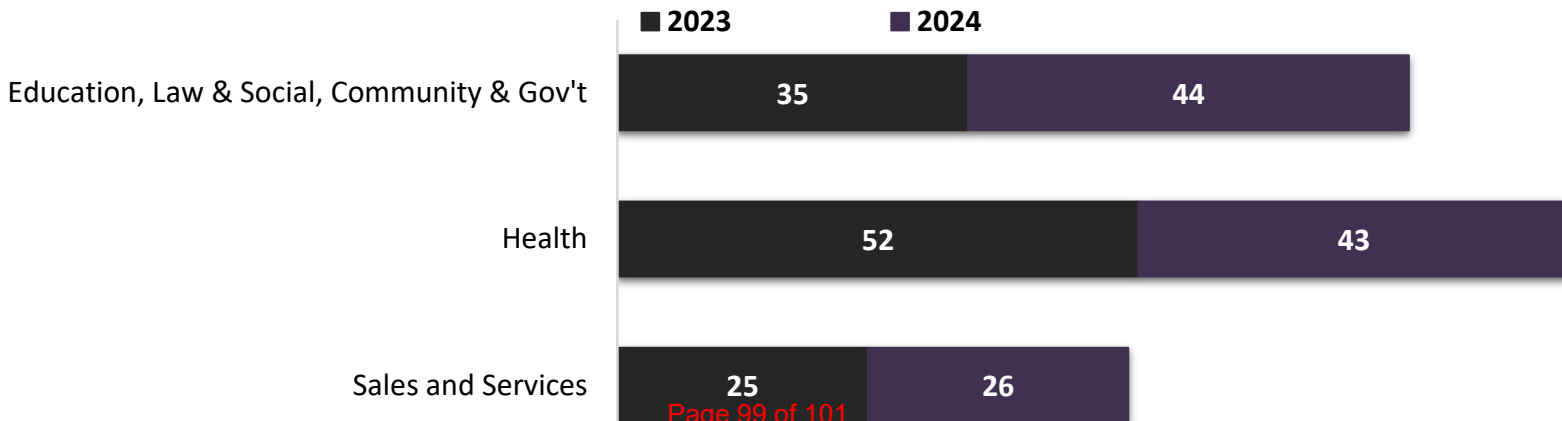
Year	Jan to March	April to June	July to Sept	Oct to Dec	Total
2024	31	40	34	36	141
2023	47	35	26	34	142

Job Type as a % of Total Job Postings



32%
of active job posts represent the creation of new positions

Top 3 Occupations (1 Digit NOC)



The Honorable Doug Ford
Premier of Ontario
Legislative Building, Queen's Park
Toronto, ON M7A 1A1
Via email premier@ontario.ca

The Honorable Michael Parsa
Minister of Children, Community and Social Services
438 University Ave.
Toronto, ON M5G 2K8
Via email MinisterMCCSS@ontario.ca

Dear The Honorable Doug Ford and The Honorable Michael Parsa,

I am writing on behalf of Woodstock City Council to express the urgent and pressing need for adequate and sustainable funding for the Children's Aid Society of Oxford County and other child welfare agencies throughout Ontario. These organizations play a vital role in safeguarding and enhancing the health, well-being, and safety of our children, youth, and families and deserves appropriate support and attention from our elected officials.

Our community, like many across the province, relies on the Children's Aid Society and other child welfare agencies to not only protect children and youth from abuse or neglect, but provide critical crisis intervention, early intervention, and preventative services. Their work ensures children receive necessary care at the most crucial times, close to their own homes, allowing families to remain intact and thrive together.

The lack of access to healthcare, mental health supports, poverty reduction initiatives and affordable housing is taking a toll on families and caregivers. These systemic shortfalls propel child welfare agencies into roles they were never intended to assume, filling gaps in services to ensure the well-being of children, youth, and families.

Without sufficient financial backing, these agencies are strained to a breaking point. They operate without the ability to deny families the services they desperately need. They cannot turn clients away, manage waitlists, or declare services unavailable. Yet, even with remarkable community partnerships, these agencies lack the means to expedite or ensure access to necessary treatments for those in their care.

The repercussions of this funding deficit extends well beyond individual families, affecting the community at large. Our local Children's Aid Society is supporting an ever-increasing number of youth exhibiting complex behaviors. These challenges translate into higher intervention costs, increases costs for and pressure on police and emergency service providers.

The lack of access to critical early intervention services is correlating to a distressing rise in youth homelessness. The financial sustainability and stability of the child welfare sector can no longer be deferred

for debate. It is imperative the funding formula is updated to prioritize trauma-informed, culturally relevant and proactive care.

On behalf of Woodstock City Council, I urge the province to prioritize and support the financial needs of these vital agencies. All levels of government must work together to improve upstream intervention and support to prevent the tragic outcomes we are seeing as a result of inadequate funding.

Thank you for considering this urgent matter that affects our community and its future generations.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jerry Acchione', with a long horizontal flourish extending to the right.

Mayor Jerry Acchione
City of Woodstock

Cc:

The Honourable Ernie Hardeman, Oxford MPP - ernie.hardemanco@pc.ola.org

Safe and Well Oxford - safewelloxford@gmail.com

Children's Aid Society Oxford County - info@casoxford.on.ca