

# AGENDA

## Corporation of the Town of Moosonee

Regular Meeting #13-2026

May 12<sup>th</sup>, 2026

6:00 p.m. Town Council Chambers

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This territory is the customary and traditional lands of the Omushkegowuk People since time immemorial. We acknowledge this sacred land on which the Town of Moosonee operates, within the lands protected by the James Bay Treaty – Treaty no.9. We are grateful to have the opportunity to make decisions at this table that will impact our community. *Meegwetch*

### **1. CALL TO ORDER**

### **2. REVIEW OF AGENDA**

### **3. DISCLOSURE OF PECUNIARY INTEREST**

### **4. ADOPTION OF MINUTES**

→ April 28<sup>th</sup>, 2026, Special Meeting #10-2026, Regular Meeting #11-2026 and May 4, 2026, 12-2026 Special Meeting.

### **5. PRESENTATIONS AND DELEGATION**

→ Use of Sea cans- In Person -Todd Reuben

→ Sky Modular- Virtual-Tim M.

### **6. REPORTS AND MEMOS**

→ Property Standard by-law and Clean Yards By-law- Gerald Moore RSM Building Consultant

→ Briefing Note for Municipal Participation and Community Engagement- Terah Racine Manager of CDWCE- Motion

→ Verbal Report- Victoria Hillier-Hutchison, CAO

### **7. BUSINESS ARISING FROM MINUTES**

### **8. PETITIONS AND CORRESPONDENCE**

**9. MOTIONS**

→ NLSS – Bursary Request

→ WAHA Docking Area

**10. READING OF BY-LAWS**

**11. NEW BUSINESS**

**12. COUNCIL ANNOUNCEMENTS AND UPDATES/DISCUSSION**

**13. CLOSED SESSION**

→ Personal matters about an identifiable individual, including municipal employees

**14. ADJOURNMENT**

# The Corporation of the Town of Moosonee

Special Meeting 10-2026

April 28<sup>th</sup>, 2026  
Time: 5:30 pm  
Town Council Chambers

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*Councillors Present:* Wayne Taipale - Mayor  
Carman Tozer – Deputy Mayor  
Savion Nakogee – Councillor  
Susan Hunter – Councillor

*Councillor Absent:* Diane Ryder - Councillor

*Staff Present:* Victoria Hutchison – CAO  
Boblin Jardino- Clerk  
Patrick Townes- MHBC Town Planning Consultant

*Public Present:* Dean Bethune (Teams Meeting)  
Nisarg Vrajlal (Teams Meeting)

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**1. CALL TO ORDER**

**Resolution No. 2026-102**

**Moved by: Susan Hunter  
Seconded by: Carman Tozer**

**BE IT RESOLVED** that this Special Meeting come to order at 5:31 p.m.

**(Carried)**

**2. REVIEW OF AGENDA**

**Resolution No. 2026-103**

**Moved by: Carman Tozer  
Seconded by: Savion Nakogee**

**BE IT RESOLVED** that the agenda be accepted as presented.

**(Carried)**

**4. DISCLOSURE OF PECUNIARY INTERESTS**

**5. PRESENTATION AND DELEGATION**

→ 158 Ferguson – Application for Official Plan Amendment and Zoning By-law Amendment

**Resolution No. 2026-104**

**Moved by: Savion Nakogee  
Seconded by: Susan Hunter**

**BE IT RESOLVED THAT** the Council of the Corporation of the Town of Moosonee receives the Planning Report for the Official Plan Amendment and Zoning By-law

*Amendment (Michael del Puerto) applications, dated April 28, 2026, for information purposes; and,*

**THAT Council Refuse Official Plan Amendment Application No. OPA-2026-07; and,**

**THAT Council Refuse Zoning By-law Amendment Application No. ZBA-2026-08.**

<b>Mayor Wayne Taipale</b>	<input checked="" type="checkbox"/> <b>YES</b>	<input type="checkbox"/> <b>NO</b>
<b>Councillor Carman Tozer</b>	<input checked="" type="checkbox"/> <b>YES</b>	<input type="checkbox"/> <b>NO</b>
<b>Councillor Diane Ryder</b>	<input type="checkbox"/> <b>YES</b>	<input type="checkbox"/> <b>NO</b>
<b>Councillor Susan Hunter</b>	<input checked="" type="checkbox"/> <b>YES</b>	<input type="checkbox"/> <b>NO</b>
<b>Councillor Savion Nakogee</b>	<input checked="" type="checkbox"/> <b>YES</b>	<input type="checkbox"/> <b>NO</b>

*(Carried)*

**6. ADJOURNMENT**

**Resolution No. 2026-105**

**Moved by: Susan Hunter  
Seconded by: Carman Tozer**

***BE IT RESOLVED THAT this meeting be adjourned at 5:33 p.m.***

***(Carried)***

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**MAYOR – Wayne Taipale**

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**CLERK – Bobbylyn Jardino**

# The Corporation of the Town of Moosonee

Regular Meeting 11-2026

April 28<sup>th</sup>, 2026  
Time: 6:00 pm  
Town Council Chambers

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*Councillors Present:* Wayne Taipale - Mayor  
Susan Hunter – Councillor  
Savion Nakogee – Councillor  
Carman Tozer – Councillor

*Councillor Absent:* Diane Ryder- Councillor

*Staff Present:* Victoria Hillier- Hutchison- CAO  
Boblin Jardino- Clerk  
Stephen Crown- Manager of Protective Services

*Public Present:* Francesco Ritonnale  
Juliene Leveille  
Cormac Dunleavy- Pomerleau (Teams Meeting)  
Francesco Ritonnale-Pomerleau (Teams Meeting)  
Andre Larochelle-Pomerleau (Teams Meeting)  
Denise Angelakos -Pomerleau (Teams Meeting)  
Jen Simon- WAHA (Teams Meeting)  
Tyler Lahey- Horizon North (Teams Meeting)  
Derek Bandstra- Horizon North (Teams Meeting)

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1. **CALL TO ORDER**  
**Resolution No. 2026- 106**  
**Moved by: Susan Hunter**  
**Seconded by: Carman Tozer**  
**BE IT RESOLVED** that this Regular Meeting come to order at 6:00 p.m.  
**(Carried)**
2. **REVIEW OF AGENDA**  
**Resolution No. 2026-107**  
**Moved by: Savion Nakogee**  
**Seconded by: Susan Hunter**  
**BE IT RESOLVED THAT** the agenda be accepted as presented.  
**(Carried)**
3. **DISCLOSURE OF PECUNIARY INTERESTS**  
  
→ Deputy Mayor Carman Tozer Declared a Pecuniary Interest on Item #  
5 and # 6 WAHA Hospital Project.
4. **ADOPTION OF MINUTES**  
**Resolution No. 2026-108**  
**Moved by: Savion Nakogee**  
**Seconded by: Carman Tozer**

**BE IT RESOLVED THAT** the Council of the Corporation of the Town of Moosonee adopt the minutes of the Regular Meeting #09-2026 of April 14<sup>th</sup>, 2026, presented.

**(Carried)**

**5. PRESENTATIONS AND DELEGATIONS**

→ WAHA Phase 2 Worker Camp Updates

**6. REPORTS AND MEMOS**

→ Water and Septage Disposal Fees

**Resolution No. 2026-109**

**Moved by: Susah Hunter  
Seconded by: Savion Nakogee**

**BE IT RESOLVED that** the corporation of the Town of Moosonee acknowledges the briefing note for new septage disposal fees and directs staff to make the applicable changes to the fees and services by-law for council review and approval.

**(Carried)**

→ Use of Corporate Resources During Municipal Election Campaign Period

**Resolution No. 2026-110**

**Moved by: Susan Hunter  
Seconded by: Carman Tozer**

**BE IT RESOLVED that** the Corporation of the Town of Moosonee approves the Use of Corporate Resources During Municipal Election Campaign Periods Policy as presented/amended effective immediately.

**(Carried)**

**7. BUSINESS ARISING FROM MINUTES**

**8. PETITIONS AND CORRESPONDENCE**

→ Town of Smooth Rock Falls Letter

**9. MOTIONS**

**10. READING BY-LAWS**

**11. NEW BUSINESS**

**12. COUNCIL ANNOUNCEMENTS AND UPDATES/DISCUSSION**

→ AMO Delegations

→ CAO Employment

**13. CLOSED SESSION**

**14. ADJOURNMENT**

**Resolution 2026-111**

**Moved by: Susan Hunter  
Seconded by: Carman Tozer**

**BE IT RESOLVED THAT** this meeting be adjourned at 8:03 p.m.

**(Carried)**

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**MAYOR – Wayne Taipale**

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**CLERK – Bobbylyn Jardino**

# The Corporation of the Town of Moosonee

Special Meeting 12-2026

May 4<sup>th</sup>, 2026  
Time: 12:00noon  
Town Council Chambers

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Councillors Present: Wayne Taipale - Mayor  
Carman Tozer – Deputy Mayor  
Diane Ryder - Councillor

Councillor Absent: Savion Nakogee – Councillor  
Susan Hunter – Councillor

Staff Present: Victoria Hutchison – CAO (Teams Meeting)  
Boblin Jardino- Clerk

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## 1. CALL TO ORDER

**Resolution No. 2026-112**

**Moved by: Carman Tozer  
Seconded by: Diane Ryder**

**BE IT RESOLVED** that this Special Meeting come to order at 12:07 p.m.  
**(Carried)**

## 2. REVIEW OF AGENDA

**Resolution No. 2026-113**

**Moved by: Carman Tozer  
Seconded by: Diane Ryder**

**BE IT RESOLVED** that the agenda be accepted as presented.  
**(Carried)**

## 3. DISCLOSURE OF PECUNIARY INTERESTS

## 4. MOTION

→ Appointing New Public Works Manager

**Resolution No. 2026-114**

**Moved by: Diane Ryder  
Seconded by: Carman Tozer**

**BE IT RESOLVED THAT** the Council of the Corporation of the Town of Moosonee approves the appointment of Nariman Emadpoor as Public Works Manager for the Town of Moosonee, effective May 5, 2026.

**AND FUTHER THAT** this appointment shall be subject to the terms and conditions outlined in the employment agreement

**(Carried)**

**5. READING OF BY-LAWS**

→ Appointing New Treasurer

**Resolution No. 2026-115**

**Moved by: Savion Nakogee  
Seconded by: Susan Hunter**

**BE IT RESOLVED THAT** the Council of the Corporation of the Town of Moosonee approves By-Law #08-2026 Being a by-law to appoint a Treasurer for the Town of Moosonee being read a first and second time; be deemed to be read a third time and finally passed.

**(Carried)**

**6. ADJOURNMENT**

**Resolution No. 2026-116**

**Moved by: Carman Tozer  
Seconded by: Diane Ryder**

**BE IT RESOLVED THAT** this meeting be adjourned at 12:19 p.m.

**(Carried)**

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**MAYOR – Wayne Taipale**

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**CLERK – Bobbylyn Jardino**

Todd Reuben  
4 Veterans Rd.  
Box 32  
Moosonee, ON  
P0L 1Y0  
(705) 336-8439

Friday, May 1<sup>st</sup>, 2026

Town of Moosonee  
Box 727  
Moosonee, ON  
P0L 1Y0

Sent Via Email

Dear Mayor and Members of Council,

I am writing to request the opportunity to appear as a delegate at an upcoming council meeting to further discuss the use of sea cans and the possibility of permitting them on residential and institutional properties.

While this topic has been raised previously, I understand that no formal decision or clear process has been established regarding whether such use would be permitted. I would appreciate the opportunity to provide input and contribute to the discussion as Council considers this matter.

Please feel free to contact me if you require any additional information or have any questions.

Thank you for your time and consideration.

Sincerely,

*Todd Reuben*

Todd Reuben



# NORDIK TRIPLEX



[www.SkyModular.ca](http://www.SkyModular.ca)



**Modular Housing Solutions for Northern Ontario Communities**

Modular Triplex Project Overview

**4 Wabusk Rd, Moosonee, ON  
Triplex (Three x 2 Bedroom 1 bathroom Units) Modular Home**

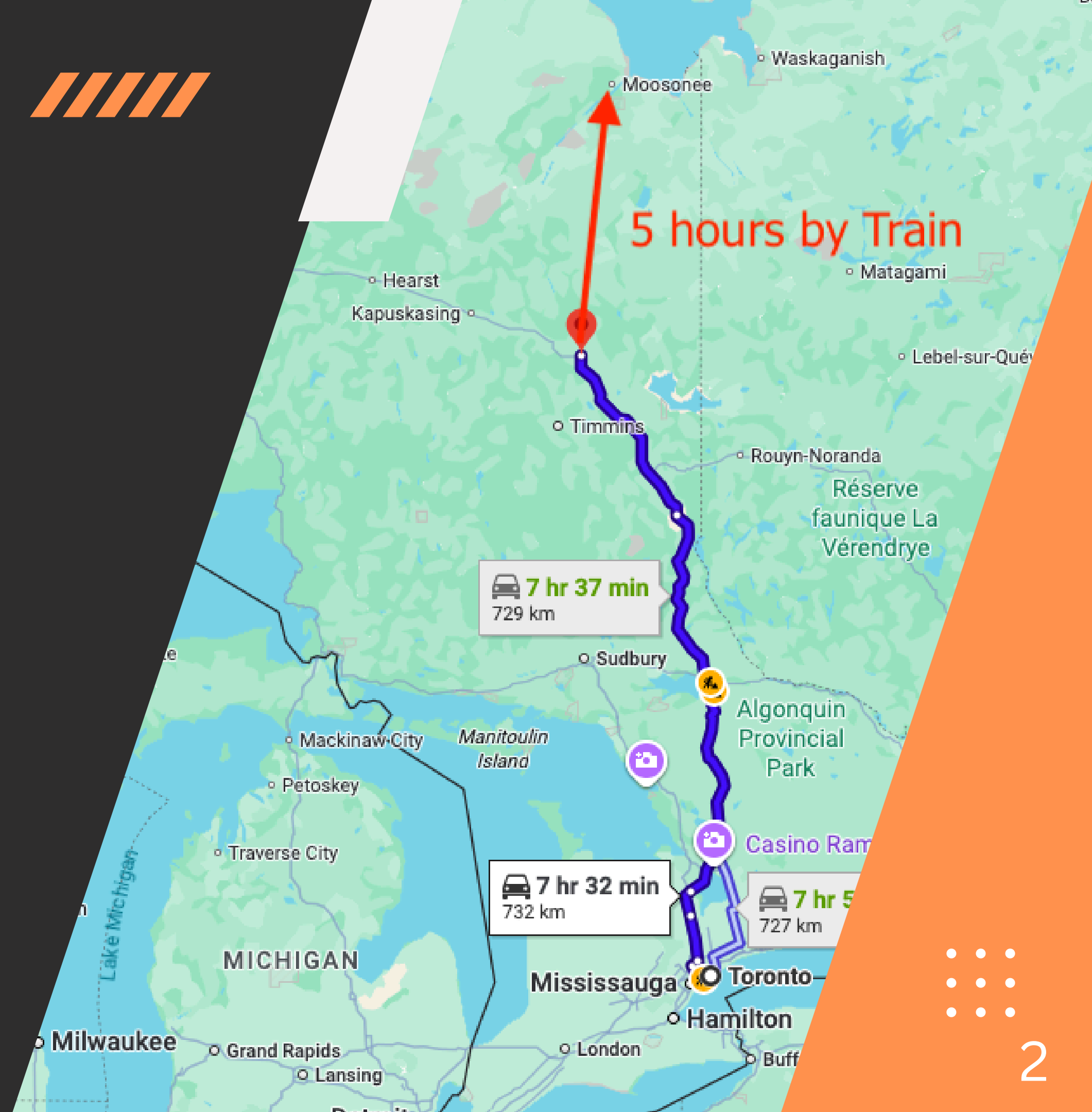
E&OE. All images and designs depicted herein are artist's conceptual renderings, which are based upon preliminary plans, and are subject to change without notice. The renderings may contain premium features, which may not be included in the standard offering. All such materials may not to scale and are shown solely for illustrative purposes.



# The Reality of Northern Construction

## Northern Ontario Municipal Challenges

- Short construction seasons
- Limited local construction trades
- Higher labour and material costs
- Remote location logistics
- Delays caused by weather
- Difficulty attracting contractors
- Rising demand for housing and municipal infrastructure





# Housing & Staffing Crisis

Housing Directly Impacts Community Growth

- Municipal staff recruitment challenges
- Healthcare worker retention issues
- Teacher and support staff shortages
- Over-reliance on hotels or temporary rentals
- Lack of affordable long-term housing





# Why Modular Construction Works

## Advantages of Modular Construction

- Fast deployment timelines
- Factory-controlled quality
- Predictable budgets and schedules
- Reduced weather delays
- Reduced onsite labour requirements
- Scalable designs for future growth
- Potentially relocatable structures
- Lower material waste
- Year-round manufacturing capability





# Future Applications for Northern Communities

**Beyond Housing**  
Modular solutions can support:

- Staff accommodations
- Affordable housing
- Senior housing
- Student housing
- Veteran housing
- Schools and classrooms
- Medical clinics
- Emergency response buildings
- Commercial and office space



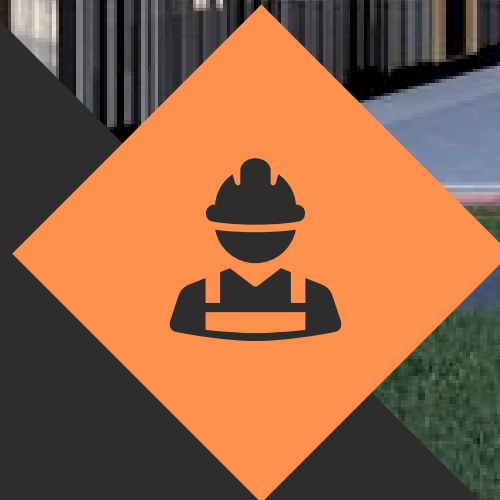


# WHY SKY MODULAR IS DIFFERENT ?

Sky Modular  
Ontario-Based Modular Manufacturer

Specializing in:

- Duplexes
- Triplexes
- Fourplexes
- Townhomes
- Apartment buildings up to 4 stories
- Commercial modular buildings





# Steel Frame Advantage

## Steel-Frame Durability

Designed for Northern Canada

- Resistant to rot and mold
- Resistant to mice and pests
- Improved fire resistance
- Better long-term structural durability
- Designed for floods and harsh winters
- Engineered for regional snow and wind loads





# Turnkey Manufacturing Process

## True Turnkey Delivery

Modules arrive with:

- Interior finishes complete
- HVAC systems installed
- Kitchens fully assembled
- Appliances installed
- Bathrooms complete
- Electrical and plumbing integrated





# Fast Deployment & Logistics Support

## Fast Deployment & Full Project Coordination

- Year-round factory production
- Winter installation capability
- Permit assistance
- Engineering coordination
- Delivery logistics planning
- Crane coordination
- Turnkey project management





# Long-Term Municipal Value

## A Scalable Long-Term Solution

- Predictable capital planning
- Repeatable modular designs
- Expandable housing inventory
- Reduced maintenance risk
- Long asset lifespan
- Competitive rental potential
- Faster response to housing demand





# MOOSEONEE TRIPLEX PROJECT

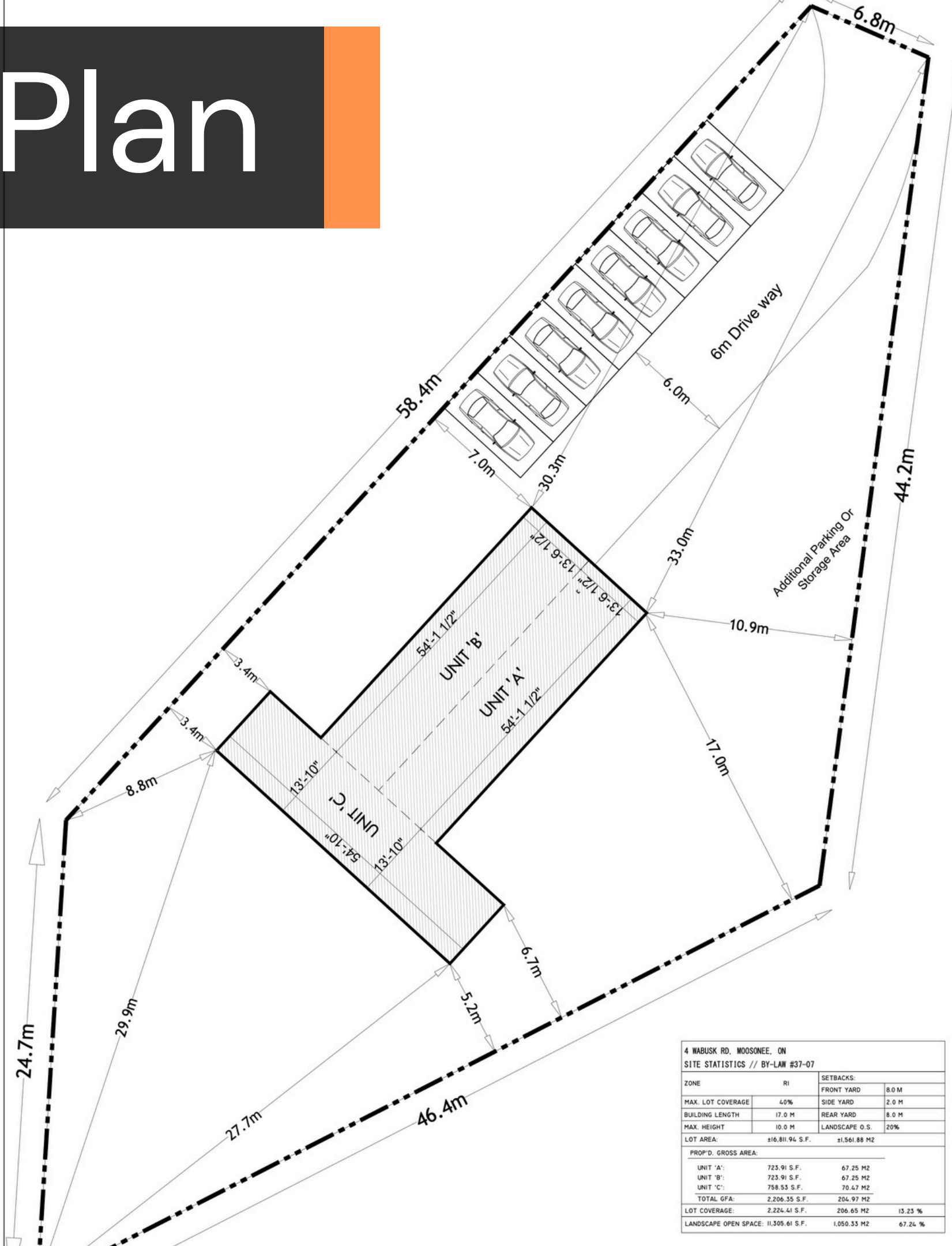
Moosonee Triplex Project  
4 Wabusk Ave, Moosonee, Ontario

Three independent residential units

- 2 Bedrooms
- 1 Full Bathroom
- Modern modular design
- Steel-frame construction



# Site Plan



4 WABUSK RD, MOOSEJON, ON  
 SITE STATISTICS // BY-LAW #37-07

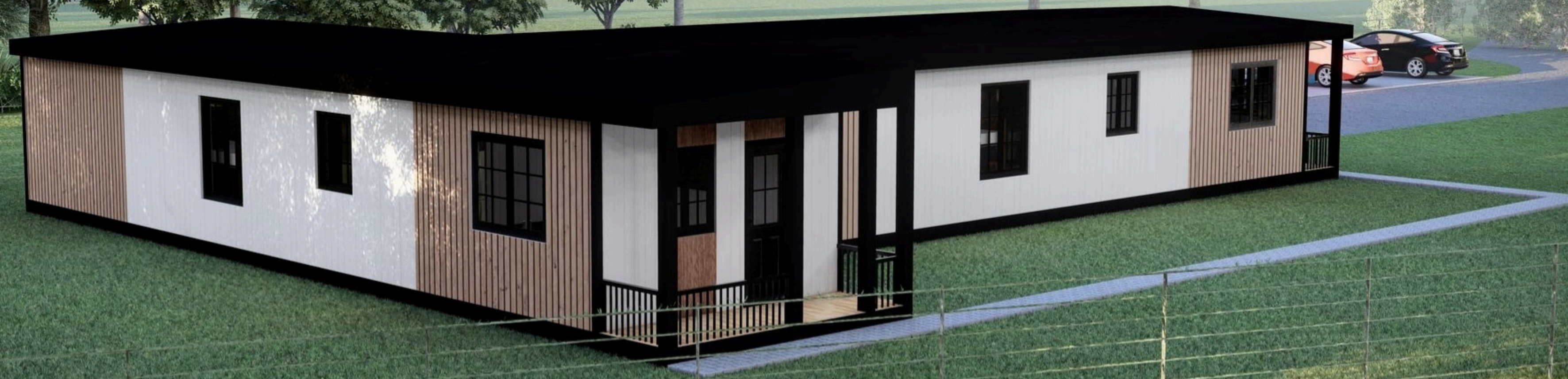
ZONE	RI	SETBACKS:	
		FRONT YARD	8.0 M
MAX. LOT COVERAGE	40%	SIDE YARD	2.0 M
BUILDING LENGTH	17.0 M	REAR YARD	8.0 M
MAX. HEIGHT	10.0 M	LANDSCAPE O.S.	20%
LOT AREA:	±16,811.94 S.F.		±1,561.88 M <sup>2</sup>
PROP'D. GROSS AREA:			
UNIT 'A':	725.91 S.F.		67.25 M <sup>2</sup>
UNIT 'B':	725.91 S.F.		67.25 M <sup>2</sup>
UNIT 'C':	758.53 S.F.		70.47 M <sup>2</sup>
TOTAL GFA:	2,206.35 S.F.		204.97 M <sup>2</sup>
LOT COVERAGE:	2,224.41 S.F.	206.65 M <sup>2</sup>	13.23 %
LANDSCAPE OPEN SPACE:	11,305.61 S.F.	1,050.33 M <sup>2</sup>	67.24 %



PROJECT TITLE

MODULAR HOMES: TRIPLEX  
 (THREE X 2 BEDROOM & 1 BATHROOM UNITS)

SHEET TITLE



**4 Wabusk Rd, Moosonee, ON**  
**Triplex (Three x 2 Bedroom 1 bathroom Units) Modular Home**

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**4 Wabusk Rd, Moosonee, ON  
Triplex (Three x 2 BDs 1 BAs  
Units) Modular Home**



# NORDIK TRIPLEX



**4 Wabusk Rd, Moosonee, ON  
Triplex (Three x 2 Bedroom 1 bathroom Units) Modular Home**

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# Construction Phases

## Site Work ■

Site Work includes  
driveway construction, Servicing,  
Foundations



## ■ Factory Work

Units are manufactured at the factory  
and delivered to the site





# What This Project Represents

## A Model for Future Northern Development

This project demonstrates:

- Faster housing deployment
- Predictable project execution
- Durable Northern-ready construction
- Efficient use of municipal infrastructure
- Scalable future development opportunities





# NORDIK TRIPLEX



**4 Wabusk Rd, Moosonee, ON**  
**Triplex (Three x 2 Bedroom 1 bathroom Units) Modular Home**

# Thank You

E&OE. All images and designs depicted herein are artist's conceptual renderings, which are based upon preliminary plans, and are subject to change without notice. The renderings may contain premium features, which may not be included in the standard offering. All such materials may not be to scale and are shown solely for illustrative purposes.

# THE CORPORATION OF THE TOWN OF MOOSONEE

## BY-LAW No. 05-2026

### A By-law Prescribing Standards for the Maintenance and Occupancy of Property

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**WHEREAS** Section 15.1(3) of the *Building Code Act, 1992, S.O. 1992, c. 23*, as amended, authorizes the council of a municipality to pass a bylaw prescribing standards for the maintenance and occupancy of property within the municipality and for prohibiting the occupancy or use of such property that does not conform to the standards; and for requiring property that does not conform with the standards to be repaired and maintained to conform with the standards or requiring the property to be cleared of all buildings, structures, debris or refuse and left in a graded and levelled condition;

**AND WHEREAS** Section 15.6(1) of the *Building Code Act, 1992, S.O. 1992, c. 23*, as amended requires that a By-law passed under Section 15.1(3) of the *Building Code Act, 1992, S.O. 1992, c. 23* shall provide for the establishment of a Property Standards Committee;

**AND THAT** Clean Yards By-law **28-13** and any amendments thereto are hereby repealed.

**NOW THEREFORE**, the Council of the Corporation of the Town of Moosonee enacts as follows:

**1.0**      TITLE AND SCOPE

- 1.1      This By-Law may be referred to as "The Property Standards By-Law".
- 1.2      The standards for maintenance and occupancy of **property** set forth in this By-Law are hereby prescribed and adopted as the minimum standards for all **property** within the **Town**.
- 1.3      No **person** shall occupy a **property** if there is a condition which poses or constitutes an **unsafe condition**.
- 1.4      A **property** within the **Town** that does not conform with the standards contained in this By-law shall be:
- (a)      **repaired** and maintained to conform with such

- standards; or
- (b) cleared of all **buildings, accessory buildings, structures or waste** and left in a graded and levelled condition.

**2.0** APPLIED MEANING OF WORDS AND TERMS

2.1 Interchangeability: Words used in the present tense include the future, words in the masculine gender include the feminine and neuter; the singular number includes the plural, and the plural includes the singular.

**3.0** DEFINITIONS

In this By-law:

**“Accessory building”** means a detached **building** or **structure**, not used for human habitation that is subordinate to the primary use on the same **property**.

**“Basement”** means that portion of a **building** between two floors, which is partly underground of the first floor joists above the average finished grade level adjacent to the exterior walls of the **building** and includes a crawl space and cellar.

**“Boat”** includes any vessel which floats or is designed to float on the surface of the water and is capable of carrying people or material whether motorized or not and includes but is not limited to pleasure craft, scows, personal water craft, canoes, row boats, pontoon boats and commercial boats, when on the water or on land.

**“Building”** means a building as defined in the **Building Code Act**, or a **structure** used or intended to be used for supporting or sheltering any use or occupancy.

**“Building Code Act”** means the *Building Code Act*, 1992, S.O. 1992, c. 23, as amended and any prescribed regulations under the *Building Code Act*.

**“Committee”** means the **Town’s** Property Standards Committee established under this By-law.

**“Compost”** means a collection of humus material such as kitchen and table waste, grass clippings, plant trimmings, weeds or other leaves.

**“Council”** means the Council for the **Town**. **“ Dwelling”**

means a **building** or part of a **building**, occupied or capable of being occupied, in whole or in part for the purpose of human habitation.

**“ Dwelling unit”** means a room or a suite of rooms operated as a housekeeping unit, used or intended to be used as a domicile by one or more persons and supporting general living conditions including cooking, eating, sleeping and sanitary facilities.

**“ Exterior property areas”** means the **property** and **yard**, exclusive of a **building** and an **accessory building**.

**“ Fence”** means a **structure**, wall or barrier, other than a **building**, erected at grade for the purpose of defining boundaries of **property**, separating open space, restricting ingress to or egress from **property**, providing security or protection to **property** or acting as a visual or acoustic screen.

**“ Firewood”** means any lumber, timber, logs, poles, cut up trees or felled trees, any salvaged wood products included but not limited to wood skids, wood boxes, and used wood products that are not required for a **building**, **accessory building** or **structure** currently under construction on the **property** or for which there is a current or regular use.

**“ Ground cover”** means organic or non-organic material applied to prevent the erosion of the soil, e.g., concrete, flagstone, gravel, asphalt, grass or other forms of landscaping.

**“ Guard”** means a protective barrier installed around openings in floor area or on the open sides of a stairway, a landing, a balcony, a mezzanine, a gallery, a raised

walkway, or other locations as required to prevent accidental falls from one level to another. Such barriers may or may not have openings through them.

**“Habitable room”** means a room or enclosed floor space used, or capable of being used for living, eating, sleeping or domestic food preparation purposes, but excludes a bathroom, water closet compartment, laundry, pantry, foyer, lobby, hall, passageway, corridor, closet, stairway, storage room, furnace room or other accessory space used for service, maintenance or access within a **building**.

**“Heritage attribute”** means an attribute of a **heritage property** that contributes to its cultural heritage value or interest that is defined, described or inferred:

(a) in a By-law designating a **heritage property**;

(b) in a By-law designating a heritage conservation district;

(c) in a Minister’s Order made under the *Ontario Heritage Act*;

(d) in any documentation considered as part of (a), (b) and (c) above;

and includes any elements, features or components that support or protect the heritage attribute.

**“Heritage property”** means a Property designated under Part IV or Part V or by a Minister’s Order under the *Ontario Heritage Act*.

**“Landlord” includes:**

a) The owner of a rental unit or any other person who permits occupancy of a **rental unit**, other than a **tenant** who occupies a **rental unit** in a residential complex and who permits another person to also occupy the unit or any part of the unit; and, b) The heirs, assigns, personal representatives and successors in title of a person referred to in clause (a).

**“Naturalized Area”** means an area that has been implemented or naturally occurring areas to produce

ground cover which consists of one or more species of wildflowers, annuals, perennials, shrubs and grasses or a combination thereof and includes natural areas such as wooded lots, managed commercial woodlots, forests and wetlands.

**“Occupant”** means any **person** or **persons** over the age of eighteen years in possession of the **property**.

**“Openable area”** means that part of a window or door which is available for unobstructed ventilation and which opens directly to the outdoors.

**“Owner”** includes,

- (a) the **person** for the time being managing or receiving the rent of the land or premises in connection with which the word is used, whether on the **person’s** own account or as agent or trustee of any other **person**, or who would receive the rent if the land and premises were let; and
- (b) a lessee or **occupant** of the **property** who, under the terms of a lease, is required to **repair** and maintain the **property** in accordance with the standards for the maintenance and occupancy of **property**.

**“Person”** includes a corporation and its heirs, executors, administrators, or other representatives of a person to whom the context can apply according to law.

**“Property”** means a **building** or **accessory building**, or part of a **building** or **accessory building**, and includes all the lands and premises within the boundary lines of the property, all mobile structures, mobile buildings, mobile homes, outbuildings, **fences, retaining walls**, and erections thereon, whether heretofore or hereafter erected, and also includes **vacant property**.

**“Property Standards Officer”** shall mean a Property Standards Officer who has been appointed by by-law to

administer and enforce this By-law.

**“Rental Unit”** means a dwelling unit used, or intended to be used, for a **residential tenancy**.

**“Repair”** includes the making of additions or alterations or the taking of such action as may be required so that the **property** shall conform to the standards established in this By-law.

**“Residential rental property”** includes a **rental unit** and the **yards**;

**“Residential Tenancy”** means the lease of residential premises for residential purposes.

**“Retaining wall”** means a **structure** that holds back soil or loose material to prevent it from assuming the natural angle of repose at locations where an abrupt change in ground elevation occurs.

**“Safe condition”** means a condition that does not pose or constitute an undue or unreasonable hazard or risk of life, limb or health of any **person** on or about the **property** and includes a structurally sound condition.

**“Sewage”** means water-carried waste, together with such ground, surface and storm waters as may be present.

**“Sewage system”** means the **Town’s** system of storm sewers, sanitary sewers and combined sewers, or a private sewage disposal system.

**“Structure”** means anything constructed either permanent or temporary, the use of which requires location on or an attachment to something having location on the ground.

**“Tenant”** means a person who pays rent or is required to pay rent in return for a right to occupy a **rental unit**.

**“Town”** means the Corporation of the Town of Moosonee or the land within the geographic limits of the Corporation of the Town of Moosonee as the context requires.

**“Unsafe condition”** means any condition that poses or constitutes an undue or unreasonable hazard or risk to life, limb or health of any **person** on or about the **property**.

**“Vacant building”** means any **building or accessory building** that is or appears to be vacant, partially vacant, or unoccupied, or that, by reason of its unfinished or dilapidated condition, is open to the elements and in a state that there is little to no control over unauthorized entry, but does not include:

- (a) a **dwelling unit** occupied by the **owner** on a seasonal basis but otherwise maintained throughout the year;
- (b) a **building or accessory building on property** used for farming purposes, except a **dwelling unit**.

**“Vacant property”** means a **property** that does not have a **building or accessory building**.

**“Waste”** includes any debris, rubbish, refuse, sewage, effluent, garbage, brush, ashes, litter, wrappings, salvage, vehicle parts, discarded material or things, broken or dismantled things, or materials or things exposed to the elements, deteriorating or decaying on a **property** due to exposure to the weather.

**“Yard”** means the land within the boundary lines of a **property** not occupied by a principal building in Residential Zones and means the Required Yard as defined in the Zoning Bylaw for all other zones.

#### 4.0

#### EXTERIOR PROPERTY AREAS – GENERAL REQUIREMENTS

##### 4.1

**Exterior Property Areas** shall be free from:

- (a) **waste**;
- (b) injurious insects, termites, rodents, vermin and other pests and any condition that may promote an infestation except in a **Naturalized Area**.
- (c) excessive growth of weeds and grass exceeding 12 inches in height, except in a **Naturalized Area**.
- (d) dead, decayed, or damaged trees, or other natural growth and the branches and limbs thereof which

- (e) create an **unsafe condition** for abutting land owners; wrecked, dismantled, derelict, inoperative, discarded, unused or an unlicensed vehicle or trailer, except in an establishment licensed or authorized to conduct and operate such a business in accordance with any other by-laws, and then only in an arrangement such as to prevent an **unsafe condition** or an unsightly condition and screened from view from an adjacent **property**;
- (f) wrecked, dismantled, derelict, inoperative, discarded or unused **boat** and any component parts thereof, except in an establishment licensed or authorized to conduct and operate such a business, and then only in an arrangement such as to prevent an **unsafe condition** or an unsightly condition and screened from view from an adjacent **property**;
- (g) machinery or any parts thereof, or other objects or parts thereof, or accumulations of material or conditions that create an **unsafe condition** or an unsightly condition out of character with the surrounding environment;
- (h) dilapidated or collapsed **building** or **accessory building** and any unprotected well or other **unsafe condition** or unsightly condition out of character with the surrounding environment;
- (i) stagnant water except in a **Naturalized Area**;
- (j) accumulation of animal excrement.

4.2 Suitable **ground cover** shall be provided to prevent erosion of the soil.

4.3 Hedges, plantings, trees or other landscaping including lighting, required by the **Town** as a condition of site development or redevelopment, shall be maintained in a living condition or shall be replaced with equivalent landscaping or lighting, so as to carry out its intended function and maintain an attractive appearance.

4.4 An abandoned or unused well, septic tank or a hole on a **property** shall be filled or safely covered and protected.

## 5.0 DRAINAGE

5.1 All catch basins, swales and ditches shall be maintained so as to not impede the natural flow of water.

5.2 The storm water run-off from all downspouts of impervious surfaces shall be contained within the limits of the **property** from which it originates until absorbed by the soil or drained to a storm sewer, or to a natural or artificially-created swale, ditch or watercourse.

5.3 No water shall be drained from a swimming pool, pond or other waterholding device on to abutting properties.

## **6.0** HEALTH

6.1 All **sewage** shall be discharged into an approved **sewage system**.

## **7.0** BUFFERING

7.1 **Property** which, because of its use or occupancy, or for other reasons is required to be buffered shall:

- (a) maintain an effective barrier to prevent lighting and vehicle headlights from shining directly into a **dwelling unit**;
- (b) maintain an effective barrier to prevent wind-blown **waste** from encroaching on an adjacent **property**;
- (c) maintain a visual screen, to minimize the visual impact of a nuisance to a **person** who owns or occupies an adjacent **property**.

## **8.0** RETAINING WALLS

8.1 A **retaining wall** shall be maintained in good **repair** and free from accident hazards.

8.2 Without restricting the generality of section 8.1 the maintenance of a **retaining wall** may include:

- (a) redesigning, **repairing** or replacing all deteriorated, damaged, misaligned or missing portions of the wall, or railings and **guards** appurtenant thereto;
- (b) installing subsoil drains where required to maintain the stability of the **retaining wall**;
- (c) grouting masonry cracks;
- (d) applying a coat of paint or equivalent preservative to all metal or wooden exposed components.
- (e) where a retaining wall in excess of 600 mm (24 inches) forms part or is adjacent to a means of

egress, a guard shall be provided unless access is restricted to the retaining wall.

**9.0**            SUPPLEMENTARY STANDARDS FOR RESIDENTIAL RENTAL PROPERTIES

9.1            GENERAL

9.1.1          The following additional standards shall only apply to a residential rental property:

a) Subject to the tenant's responsibility for ordinary cleanliness of the residential rental property, the landlord shall provide such facilities and take such action to ensure that the residential rental property is:

- I. Safe
- II. Clean
- III. In a state of good repair
- IV. Fit for habitation; and,
- V. Free from accumulations of snow and ice;

b) The landlord shall maintain, in a state of good repair and in a clean, safe condition, any facilities supplied by the landlord and all common areas intended for the use of tenants.

9.1.2          All repairs and maintenance of property required by the standards prescribed in this part shall be carried out in a manner accepted as good craftsmanship in the trade concerned and with materials suitable and sufficient for the purpose.

9.1.3          Unless otherwise specified, the landlord, and not the tenant, shall be responsible for ensuring that all of the provisions of this part are being complied with.

9.2.0          RECREATIONAL FACILITIES, LAUNDRY FACILITIES ROOMS AND AREAS

9.2.1          A recreational facility, laundry facility, mail collection area including mailboxes, room or area and the equipment and appliances provided in connection therewith shall be:

- (a) maintained in an operable and usable condition;
- (b) maintained in a **safe condition**;
- (c) with the exception of an outdoor recreational facility, maintained in a clean condition.

9.3.0          HEATING, HEATING SYSTEMS, CHIMNEYS, VENTS AND FUEL

## BURNING APPLIANCES

- 9.3.1 Every **building** containing an occupied **dwelling unit** or **habitable room** shall be provided with suitable heating facilities capable of maintaining an indoor ambient temperature of 21 degrees Celsius between the 15<sup>th</sup> day of September to the 1<sup>st</sup> day of June the following year. A heating system shall be maintained in good working condition so as to be capable of safely heating the **dwelling unit** or **habitable room** to the required standard.
- 9.3.2 No rental **dwelling unit** shall be equipped with portable heating equipment as a primary source of heat.
- 9.3.3 A fuel burning appliance shall:
- (a) have ample air supply to permit combustion to occur with optimum oxygen available;
  - (b) be located in such a manner as to prevent impediment to the free movement of a **person** and the overheating of adjacent materials and equipment;
  - (c) have **guards** where necessary to minimize the risk of an accident.
- 9.3.4 Where a heating system or part thereof requires solid or liquid fuel to operate, a place or receptacle for such fuel shall be provided and maintained in a **safe condition** and location so as to be free from fire or accident hazard.
- 9.3.5 A fuel burning appliance, equipment and accessories shall be properly vented to the outside air by means of a smoke pipe, vent pipe, chimney flue or other approved method and as may be required by the **Building Code Act**.
- 9.3.6 Every chimney, smoke-pipe, flue and vent shall be maintained in a good state of **repair** so as to prevent the escape of smoke, fumes or gases from entering a **building**. Maintenance may include the removal of obstructions, sealing open joints, and the **repair** of loose or broken masonry units.
- 9.3.7 Every chimney, smoke-pipe, flue and vent shall be maintained in a good state of **repair** so as to prevent the heating of adjacent combustible material or structural members to unsafe temperatures.
- 9.4.0 AIR CONDITIONING

- 9.4.1 An air conditioner shall be equipped with adequate devices for the prevention of condensation drainage on to entrance areas, sidewalks or pathways and shall be maintained in a safe mechanical and electrical condition.
- 9.4.2 Cooling water from water-cooled equipment shall not be discharged on a driveway, walkway or other areas used for pedestrian or vehicular traffic, or in such a manner that it may cause damage to a wall, foundation or part of a **building** or **accessory building**.
- 9.4.3 The discharge of cooling water from water-cooled equipment shall be made to a proper drainage system and shall be connected in accordance with all applicable government regulations.
- 9.5.0 INTERIOR LIGHTING
- 9.5.1 Interior lighting standards and fixtures shall comply with the requirements of section 10.
- 9.6.0 VENTILATION
- 9.6.1 Sufficient ventilation shall be provided to all areas of a **building** or an **accessory building** so as to prevent accumulations of heat, dust, vapours, odours, carbon monoxide and other gases likely to create a potential **unsafe condition** or to become a nuisance.
- 9.6.2 A kitchen, bathroom, shower room and toilet room shall be provided with adequate natural or artificial means of ventilation.
- 9.6.3 An enclosed area of a **building** or an **accessory building** including a **basement** and an attic shall be adequately ventilated.
- 9.6.4 A system of mechanical ventilation shall be maintained in good working order.
- 9.7.0 PLUMBING
- 9.7.1 A **dwelling unit** shall be provided with an adequate supply of potable running water from a source approved by the Medical Officer of Health and/or the Chief Building Official of the **Town**.
- 9.7.2 A washbasin, bathtub or shower, and one kitchen sink in a **dwelling unit** shall be equipped with an adequate supply

of hot and cold running water. All hot water shall be supplied at a minimum of 43 degrees Celsius and a maximum of 49 degrees Celsius.

- 9.7.3 A fixture shall be of such materials, construction and design as will ensure that the exposed surface of all parts are hard, smooth, impervious to hot and cold water, readily accessible for cleansing and free from blemishes, cracks, stains or other defects that may harbor germs or impede thorough cleansing.
- 9.7.4 All plumbing, including drains, water supply pipes, water closets and other plumbing fixtures shall be maintained in good working order free of leaks and defects and all water pipes and appurtenances thereto shall be protected from freezing.
- 9.7.5 All plumbing fixtures in every **building** or **accessory building** shall discharge the water, liquids or sewage into drainage piping, which shall be connected to a **sewage system** approved by the authority having jurisdiction.
- 9.7.6 All toilet facilities, sanitary conveniences and washing facilities shall be maintained:
- (a) in good working order;
  - (b) in a clean and sanitary condition;
  - (c) and supplied with hot and cold running water, with cold water connection only to toilets and urinals;
  - (d) and connected to the drainage system.

#### 9.8.0 KITCHEN

- 9.8.1 A **dwelling unit** shall contain a kitchen area equipped with:
- (a) one sink surrounded by a surface that is impervious to grease and water;
  - (b) a suitable storage area;
  - (c) a counter or work area, exclusive of the sink and covered with a material that is impervious to moisture and grease and is easily cleanable;
  - (d) a space provided for cooking and refrigeration appliances including suitable electrical or gas connections.
- 9.8.2 A cooking appliance and a refrigeration appliance shall be maintained in a good state of **repair** and operating condition.

- 9.9.0 BATHROOM
- 9.9.1 A **dwelling unit** shall contain a bathroom consisting of at least one fully operational toilet, washbasin, and a bathtub or suitable shower unit.
- 9.9.2 A bathroom and a toilet shall be located within and accessible from within the **dwelling unit**.
- 9.9.3 Where a toilet or bathroom facility is shared by occupants of a residential accommodation, other than a self contained **dwelling unit**, an appropriate entrance shall be provided from a common passageway, hallway, corridor or other common space to the room or rooms containing the said facility.
- 9.9.4 Every wall surrounding a shower shall be of impervious material and shall be maintained in a good state of **repair**.
- 9.9.5 A bathroom as required by section 9.9.1 shall be located in a room used for no other purpose and provided with a door capable of being locked from the inside and opened from the outside in an emergency.
- 9.10.0 FLOORS
- 9.10.1 A floor shall be smooth, level and maintained so as to be free of all loose, warped, protruding, broken or rotted boards that may create an **unsafe condition** or surface. A defective floor shall be **repaired** or replaced.
- 9.10.2 Where a floor covering has become worn or torn so that it retains dirt or may create an **unsafe condition**, the floor covering shall be **repaired** or replaced.
- 9.10.3 A bathroom, kitchen and shower room shall have a floor covering of water-resistant material and be capable of being cleaned.
- 9.11.0 ELECTRICAL SERVICE
- 9.11.1 A **dwelling** and **dwelling unit** shall be wired for electricity and shall be connected to an approved electrical supply system.
- 9.11.2 The capacity of the connection to a **building** or **accessory building** and the system of circuits distributing the electrical supply of the **building** or **accessory building** shall be adequate for the use and intended use.

9.11.3 Electrical wiring, cords, circuits, fuses, circuit breakers, electrical equipment and electrical heating systems shall be maintained in good working order, free from fire and accident hazards.

9.12.0 DISCONNECTED UTILITIES

9.12.1 An **owner** of a residential **building** or any **person** acting on behalf of such **owner** shall not disconnect or cause to be disconnected any service or utility supplying heat, electricity, gas, refrigeration or water to a **dwelling unit** and **habitable room** occupied by a tenant or lessee, except for such reasonable period of time as may be necessary for the purpose of **repairing**, replacing or otherwise altering said service or utility.

9.13.0 INTERIOR WINDOWS, DOORS, SURFACES, FLOORS AND STAIRS

9.13.1 Interior windows, doors, surfaces, floors and stairs shall be maintained:

- (a) in a clean, odour free and sanitary condition, reasonable for the normal use or occupancy of the room, passageway, enclosure or space;
- (b) in good working order and good state of **repair**, free from holes, loose, broken, warped, torn, damaged or decayed boards or materials;
- (c) free from depressions, protrusions, deterioration or other defects which could create an **unsafe condition** or which are out of character with the normal use of the area in which such defect occurs;
- (d) so as to afford the fire resistive properties and other protection for which they shall be designed; and
- (e) free of any graffiti, markings, stains or other defacement.

9.13.2 Interior windows and doors shall also comply with the requirements of section 19.

9.14.0 INTERIOR STRUCTURE – COLUMNS AND BEAMS

9.14.1 A **building** and an **accessory building** and all structural components, including but not limited to all joists, beams, studding, and roof rafters, shall be maintained with material

adequate for the load to which they are subjected to.

9.15.0 WALLS-CEILINGS

9.15.1 Every interior surface and finish of walls and ceilings shall be maintained:

- (a) in good state of **repair**, a surface which is reasonably smooth, clean, tight and easily cleaned;
- (b) free of holes, cracks, loose plaster or other material;
- (c) in a **safe condition**;
- (d) so as to possess the fire resistant properties required by the **Building Code Act** and the *Fire Protection and Prevention Act*, as amended.

9.16.0 ELEVATORS

9.16.1 An elevator, an elevating device, dumb-waiters, hoists, escalators, incline lifts including all parts, lighting fixtures, lamps, elevator buttons, floor indicators and ventilation fans shall be maintained in good state of **repair**, operable and in a **safe condition**.

10.0 LIGHTING STANDARDS AND FIXTURES

10.1 Lighting standards and fixtures shall be kept in a **safe condition**, in good working order and in good visual condition.

11.0 FENCES

11.1 A **fence** on a **property** separating adjoining **property** shall:

- (a) be in a structurally sound condition and plumb, unless specifically designed to be other than vertical;
- (b) be maintained in a good state of **repair** and free of accident hazards;
- (c) not present an unsightly appearance.

11.2 Without restricting the generality of section 11.1 the maintenance of a **fence** may include:

- (a) protecting by paint, treated with a preservative or other weather resistant material unless the aesthetic characteristics of the **fence** are enhanced by the lack of such treatment.

12.0 WALKWAYS, DRIVEWAYS, RAMPS, PARKING AREAS AND LANDINGS

12.1 A parking area, driveway, walkway and other similar public access areas of an **exterior property area** shall be kept clean and free from **waste**, objects or conditions that may create an **unsafe condition**, health, fire, accident hazard or unsightly condition.

12.2 An **owner** shall cause any snow disposal site or snow storage site on a **property** to be:

- (a) maintained so as not to cause a hazard on the **property**; and
- (b) maintained in such a manner and location on the **property** so as to prevent a hazard, flooding, erosion and other damage to a neighbouring **property**.

**13.0** BUILDINGS AND ACCESSORY BUILDINGS  
STRUCTURAL ADEQUACY - CAPACITY

13.1 All **repairs** and maintenance of **property** required by the standards prescribed in this By-law shall be carried out in a manner accepted as good workmanship in the trades concerned and with materials suitable and sufficient for that purpose.

13.2 Every part of a **building** or **accessory building** shall be maintained in good **repair** and in a structurally sound condition so as:

- (a) to be capable of sustaining safely its own weight, and any additional load to which it may normally be subjected to;
- (b) to be capable of safely accommodating all normal structural movements without damage, decay or deterioration;
- (c) to prevent the entry of moisture that would contribute to damage, fungus growth, decay or deterioration;
- (d) to be capable of safely and adequately performing its function subject to all reasonable serviceability requirements.

13.3 The abating of an **unsafe condition** may include:

- (a) the provision or **repair** of stairs, balustrades, railings, **guards** and screens so as to minimize the risk of accident;
- (b) the elimination of other conditions which, in themselves are a hazard to life or which risk serious

injury to **persons** normally in or about the subject **building, accessory building**, room, suite of rooms or space;

- (c) the installation of a handrail in conjunction with every set of stairs containing three (3) or more risers and such handrail shall be adequately secured and maintained in a good state of **repair**.

#### 14.0

##### HEALTH AND WASTE

#### 14.1

A **building** and **accessory building** on a **property** shall be kept free of mould, **waste** and pests, such as rodents, vermin, termites and injurious insects and any condition that may promote an infestation.

#### 14.2

In a **dwelling unit**, sufficient rooms, containers and receptacles shall be maintained to safely contain all **waste**, which shall not be allowed to accumulate but shall be removed or made available for removal in accordance with any applicable by-laws.

#### 14.3

An external container and receptacle shall be screened from view and shall be provided with a cover so that the material contained therein is not exposed to injurious insects, termites, rodents, vermin or other pests.

#### 14.4

Every **building** and **accessory building** shall be provided with sufficient proper receptacles to contain all **waste**, which accumulates on the **property**, and such **waste** shall be placed for collection in proper receptacles in compliance with applicable laws.

#### 14.5

A receptacle for **waste** shall be:

- (a) provided with a tight fitting cover;
- (b) maintained in good working condition and order without holes or spillage; and
- (c) closed, or emptied, rinsed and cleaned when not in use, to prevent the escape of offensive odour or **waste**.

#### 14.6

Garbage chutes, disposal and collection rooms shall be:

- (a) washed down and disinfected as necessary so as to maintain a clean and odour free condition; and
- (b) maintained in good working order.

#### 14.7

Injurious insects, termites, vermin, rodents and other pests shall be exterminated and appropriate measures shall be taken to prevent their re-entry to a **building** or **accessory**

**building** on a **property**.

- 14.8 In a **dwelling**, openings in the exterior walls or roof shall be fitted and maintained to protect all habitable space from water and weather entry, and to make such space free from drafts.
- 14.9 No portion of a **dwelling** shall be used for human habitation unless:
- (a) the floors, walls and ceiling areas are watertight and free from dampness and mould at all times;
  - (b) the total window area, the total **openable area** for natural ventilation and the ceiling height are in accordance with the provisions of the **Building Code Act** or, alternatively, reventilation and/or mechanical ventilation is provided as prescribed by the **Building Code Act**;
  - (c) the required minimum window area of every **habitable room** is entirely above the grade of the ground adjoining such window area, or the top of the window well, whichever is the higher elevation.

**15.0**

COMPOST

- 15.1 **Compost** on a **property** shall be maintained in a composter or an open **compost** pile that is not larger than 2.0 square metres (21.5 square feet) in area and 1.0 metre (39 inches) in height.
- 15.2 A composter or an open **compost** pile shall be kept free of pests, such as rodents, vermin, termites and injurious insects and any condition that may promote an infestation.

**16.0**

HERITAGE PROPERTIES

- 16.1 In addition, to all other standards prescribed by this By-law, an owner of a **Heritage Property** shall:
- (a) protect, maintain and stabilize a **heritage attribute** so as to preserve the existing materials;
  - (b) in the conduct of a repair use only materials that match the form and detailing of the original elements of the **heritage attribute**; and
  - (c) be repaired using only recognized conservation

methods.

**17.0**      FOUNDATIONS

17.1      A foundation of a **building** or an **accessory building** shall be maintained in good state of **repair** so as to prevent settlement detrimental to the appearance of the **building** or **accessory building**, or the entrance of moisture, vermin, termites, insects or rodents into the **building** or **accessory building**.

17.2      Without limiting the generality of section 17.1, the maintenance of a foundation may include:

- (a) the jacking-up, underpinning or shoring of the foundation where necessary;
- (b) the extension of footings and foundations below grade or regrading to provide adequate frost cover;
- (c) installing subsoil drains at the footing where such would be beneficial;
- (d) the grouting of masonry cracks;
- (e) waterproofing the wall and joints;
- (f) the carrying out of such other work as may be required to overcome any existing settlement detrimental to the appearance of the **building** or **accessory building**;
- (g) **repairing** or replacing decayed, damaged or weakened sills, piers, posts or other supports;
- (h) making sills, piers, posts or other supports insect-proof by the application of suitable materials; and
- (i) coating with a preservative.

**18.0**      EXTERIOR WALLS, COLUMNS AND BEAMS

18.1      The components of an exterior wall of a **building** or an **accessory building** shall be maintained:

- (a) in good state of **repair** and in a **safe condition**;
- (b) weather tight;
- (c) free from loose or unsecured objects or materials;
- (d) so as to prevent the entrance of insects, termites, vermin, rodents or other animals;
- (e) so as to prevent deterioration due to weather, insects, vermin, termites, rodents and other animals; and
- (f) so as to prevent deterioration detrimental to the

appearance of the **building** or an **accessory building**.

18.2 Without restricting the generality of section 18.1, the maintenance of an exterior wall of a **building** or an **accessory building** may include:

- (a) the applying of materials to preserve all exterior wood and metal work or other materials not inherently resistant to weathering;
- (b) the applying of materials to improve or maintain a pleasant and satisfying appearance at least commensurate with that of the neighbourhood;
- (c) the restoring, **repairing** or replacing of:
  - i) the wall;
  - ii) the masonry units and mortar;
  - iii) the stucco, shingles or other cladding;
  - iv) the coping; and
  - v) the flashing and waterproofing of the wall and joint.

18.3 Exterior columns and beams and any decorative trim shall be maintained in a good state of **repair** and in a **safe condition**. Where necessary, such columns, beams and trim shall be restored, **repaired** or replaced and suitably protected or treated against weathering, so as to prevent or remedy deterioration detrimental to the appearance of the **building** or **accessory building**.

## **19.0** EXTERIOR DOORS, WINDOWS AND OTHER OPENINGS – CANOPIES-MARQUEES-AWNINGS

19.1 Shutters, windows, doors, hatchways and other exterior openings in a **building** or an **accessory building** shall be kept weather tight, draft free, and in good state of **repair** and working order.

19.2 Without restricting the generality of section 19.1, the maintenance of a shutter, window, door, hatchway and other exterior opening may include:

- (a) painting or the applying of a similarly effective preservative;
- (b) the **repair**, replacement or renewing of damaged, decaying, missing or defective:
  - i) doors;

- ii) door frames and casings;
- iii) windows and window sashes;
- iv) window frames and casings;
- v) shutters;
- vi) screens;

- (c) refitting doors, windows, shutters or screens;
- (d) reglazing or fitting with an translucent substitute;
- (e) rescreening;
- (f) using other approved means of weatherproofing where the opening is used or required for ventilation or illumination and is not protected by a window, door or similar closure:
  - i) screening with wire mesh, metal grills or other equivalent durable material; or
  - ii) other protection so as to effectively prevent the entry of insects, termites, rodents, vermin or other animals.

- 19.3 Glazed doors, windows and other transparent surfaces shall be kept clean so as to permit unimpeded visibility and unrestricted passage of light.
- 19.4 A window in a **dwelling unit** that can be or is required by the standards to be openable shall be provided with screening to effectively prevent the entry of insects.
- 19.5 Nothing in this section shall be construed as preventing doors, windows and other openings in an unoccupied **building** or **accessory building** from being protected from damage or to prevent entry, for such time as determined by section 23.
- 19.6 A canopy, marquee or awning shall be properly anchored so as to be kept in a **safe condition** and shall be protected from decay and rust by a periodic application of weathercoating material.
- 19.7 A **building** shall have a safe, continuous and unobstructed passage from the interior to an exit or the outside of the **building** at street or grade level.
- 19.8 A door that facilitates access to or egress from a **dwelling unit** shall be equipped with locks, and shall be maintained in a good state of **repair** and in an operating condition.

**20.0**      EXTERIOR STAIRS, VERANDAS, PORCHES, DECKS, LOADING DOCKS, BALCONIES AND FIRE ESCAPES

20.1      An exterior stair, veranda, porch, deck, loading dock, balcony, fire escapes and every appurtenance attached thereto shall be maintained, reconstructed or **repaired** so as to be safe to use and capable of supporting the loads to which it may be subjected, as specified in the **Building Code Act**, and shall be kept in **safe condition** and good state of **repair**, free of all accident hazards and other deterioration or objects detrimental to the appearance of the **building** or **accessory building**.

20.2      Without restricting the generality of section 20.1, the maintenance, reconstructing or **repairing** of an exterior stair, veranda, porch, deck, loading dock, balcony and fire escape may include:

- (a)      **repairing** or replacing treads, risers or floors that show excessive wear or are broken, warped, loose or otherwise defective;
- (b)      **repairing**, renewing or supporting structural members that are rotted, deteriorated or loose;
- (c)      providing, **repairing** or renewing **guard** rails, railings and balustrades; and
- (d)      painting or the applying of an equivalent preservative.

20.3      Exterior stairs and fire escapes shall be kept free from ice and snow.

**21.0**      ROOFS AND ROOF STRUCTURES

21.1      A roof, roof deck, roof structures including solar energy panels, wind generators and related **guards** of a **building** or **accessory building** shall be:

- (a)      weather tight and free from leaks;
- (b)      free from loose or unsecured or unsafe objects and materials;
- (c)      free from accident hazards;

- (d) free from dangerous accumulation of ice and snow;
- (e) kept in a good state of **repair** and in a **safe condition**;
- (f) free from other unsightly objects and conditions detrimental to the appearance of the **building** or **accessory building**.

21.2 An eaves trough, roof gutter and downpipe shall be kept:

- (a) in good **repair**;
- (b) in good working order;
- (c) water tight and free from leaks;
- (d) free from accident hazards;
- (e) protected by painting or the applying of other equivalent preservative.

21.3 Chimneys, smoke or vent stacks and other roof structures shall be maintained plumb and in good state of **repair** and shall be:

- (a) free from loose bricks, mortar and loose or broken capping;
- (b) free from loose or rusted stanchions, guy wires, braces and attachments;
- (c) free from any accident hazard;
- (d) free from the entrance of smoke or gases into a **building** or **accessory building**;
- (e) free from the heating of adjacent combustible materials, walls and structural members to unsafe temperatures;
- (f) weather tight and free from leaks;
- (g) free from unsightly objects and conditions detrimental to the appearance of the **building** or **accessory building**.

## **22.0** EXTERIOR MAINTENANCE

22.1 All exterior surfaces that have been previously painted, stained, varnished or which have received other similar protective finishes shall be maintained without visible deterioration from the original finish, or shall be suitably refinished by application of an equivalent preservative.

22.2 Appropriate measures shall be taken to remove any graffiti, markings, stains or other defacement, occurring on the exposed finished exterior surfaces and, where necessary, to restore the exterior surface and adjacent areas to, as near as possible, to its appearance before the markings, stains or defacement occurred.

22.3 In the event of fire or other disaster, measures shall be taken as soon as possible to make the damaged **building** or **accessory building** compatible with its environment. Without restricting the generality of the foregoing, such measures include:

- (a) making the **building** or **accessory building** safe;
- (b) **repairing** of damaged surfaces exposed to view;
- (c) cleaning any damaged surfaces exposed to view;
- (d) refinishing so as to be in harmony with adjoining undamaged surfaces.

22.4 In the event the **building** or **accessory building** is beyond **repair**, the **property** shall be cleared of all remains and left in a graded level and tidy condition.

### **23.0** VACANT PROPERTY AND VACANT BUILDINGS – ADDITIONAL STANDARDS

23.1 **Vacant property** shall be kept clear of all **waste** and other materials and equipment not otherwise permitted by the zoning by-law.

23.2 A **vacant building** shall:

- (a) be secured against unauthorized entry;
- (b) be protected against the risk of fire, accident, or other danger.

23.3 Where a **vacant building** has been vacant for at least sixty (60) consecutive days, a **Property Standards Officer** who reasonably believes that a **vacant building** poses a risk to safety may, in writing, require the **Owner** of a **vacant building** to do any one or more of the following, within the timeframe specified by the **Property Standards Officer**:

- (a) install security measures or devices to the satisfaction of the **Property Standards Officer**, and such measures may include boarding of doors, windows, or other openings; or
- (b) do any work or **repairs** which, in the opinion of the

**Property Standards Officer**, are necessary to secure a **vacant building** from unauthorized entry or protect a **vacant building** against the risk of fire, accident, or other danger.

- 23.4 Where a **vacant building** is boarded or required to be boarded:
- (a) boarding materials shall be installed and maintained in good order;
  - (b) boarding materials shall be installed to exclude precipitation and wind from entering the **vacant building**, and to secure the **vacant building** from unauthorized entry, and shall be installed within the reveal of the opening frame or cladding, where feasible;
  - (c) unless inherently resistant to deterioration, boarding materials shall be treated with a protective coating of paint or equivalent weather resistant material;
  - (d) boarding materials shall be selected, coated, coloured, and installed to match surrounding door/window frames and exterior wall finishes.
- 23.5 Where a **vacant building** remains vacant for more than ninety (90) consecutive days, the **Owner** shall ensure that all utilities serving the **vacant building** are properly disconnected, terminated, or capped, unless such utilities are necessary for the safety or security of the **vacant building**, or unless such utilities are otherwise required by law to remain connected.
- 23.6 When openings in a **vacant building** previously boarded or secured become unsecured, such openings shall be secured again, and as determined by the **Property Standards Officer** may require the use of materials and fasteners of greater strength, installed in such a manner to deter their removal or destruction.
- 23.7 Where a **vacant building** has remained vacant or unoccupied for a period of two (2) years and continues in a state of disrepair and deterioration, a **Property Standards Officer** may issue an order to remove all previously installed boarding from windows and doors and to **repair** the **vacant building** in compliance with the standards set out in this By-law.

- 24.0**            ADMINISTRATION AND ENFORCEMENT
- 24.1            A **Property Standards Officer** is responsible for the administration and enforcement of this By-law.
- 24.2            A **Property Standards Officer** may, upon producing proper identification, enter upon any **property** at any reasonable time without a warrant for the purpose of inspecting the **property** to determine,
- (a) whether the **property** conforms with the standards prescribed in this by-law;
  - (b) whether an order made under this by-law and the **Building Code Act** has been complied with.
- 24.3            Despite section 24.2, a **Property Standards Officer** shall not enter or remain in any room or place actually being used as a **dwelling** unless,
- (a) the consent of the **occupant** is obtained, the **occupant** first having been informed that the right of entry may be refused and entry made only under the authority of a warrant issued under the **Building Code Act**;
  - (b) a warrant issued under the **Building Code Act** is obtained;
  - (c) the delay necessary to obtain a warrant or the consent of the **occupant** would result in an immediate danger to the health or safety of any **person**;
  - (d) the entry is necessary to terminate a danger under subsection 15.7 (3) or 15.10 (3) of the **Building Code Act**; or
  - (e) the requirements of section 24.4 are met and the entry is necessary to remove an **unsafe condition** under clause 15.9 (6) (b) of the **Building Code Act** or to **repair** or demolish under subsection 15.4(1) of the **Building Code Act**.
- 24.4            Within a reasonable time before entering the room or place for a purpose described in section 24.3 (e), the **Officer** shall serve the **occupant** with notice of his or her intention to enter it.
- 24.5            A **Property Standards Officer** for the purposes of an

inspection has all the powers as provided for in section 15.8(1) of the **Building Code Act**.

**25.0**        ORDERS AND COMPLIANCE

25.1        An **owner** of **property** shall comply with the standards and requirements prescribed in this By-law.

25.2        Every **Property Standards Officer** who finds that a **property** does not conform with any of the standards of this By-law, may make an order pursuant to the provisions of Section 15.2 of the **Building Code Act**:

(a)        requiring the **property** that does not conform with the standards to be **repaired** and maintained to conform with the standards; or

(b)        requiring that the site be cleared of all **buildings** or **accessory buildings, structures**, debris or refuse and left in a graded and leveled condition.

25.3        Every **owner** of **property** shall comply with an order made pursuant to this By-law and the **Building Code Act** requiring compliance as confirmed or modified. If an order of a **Property Standards Officer** is not complied with in accordance with the order as deemed confirmed or as confirmed or modified by the **Committee** or a judge, the **Town** may cause the **property** to be **repaired** or demolished accordingly.

25.4        Where any **person** fails to comply with an order issued, the **Town** may enter and cause the required work to be done at the cost of the **person**. The cost of such work may be recovered by action or by adding the costs to the tax roll and collecting the costs in the same manner as property taxes.

**26.0**        APPEAL OF ORDER

26.1        An **owner** who has been served with an order made under this By-law and **Building Code Act** and who is not satisfied with the terms or conditions of the order may appeal to the **Committee** by sending a notice of appeal by registered mail to the secretary of the **Committee** within 14 days after being served with the order.

26.2        An order that is not appealed within the time referred to in

- Section 26.1 shall be deemed to be confirmed.
- 26.3 The **Committee** shall hear the appeal.
- 26.4 On an appeal, the **Committee** has all the powers and functions of the **Property Standards Officer** who made the order and the **Committee** may do any of the following things if, in the **Committee's** opinion, doing so would maintain the general intent and purpose of the by-law and of the official plan or policy statement:
- (a) Confirm, modify or rescind the order to demolish or **repair**;
- (b) Extend the time for complying with the order.
- 26.5 The **Town** in which the **property** is situate or any **owner** or **person** affected by a decision under this section may appeal to the Superior Court of Justice by notifying the Clerk of the **Town** in writing and by applying to the court within 14 days after a copy of the decision is sent.
- 26.6 The Superior Court of Justice shall appoint, in writing, a time and place for the hearing of the appeal and may direct in the appointment the matter in which and the **persons** upon whom the appointment is to be served.
- 26.7 On the appeal, the judge has the same powers and functions as the **Committee**.
- 26.8 An order that is deemed to be confirmed under section 26.2 or that is confirmed or modified by the **Committee** under section 26.3 or a judge under section 26.7, as the case may be, shall be final and binding upon the **owner** who shall carry out the **repair** or demolition within the time and in the manner specified in the order.
- 27.0** POWER OF TOWN TO REPAIR AND DEMOLISH
- 27.1 If an order is not complied with in accordance with the order as deemed confirmed or as confirmed or modified by the **Committee** or a judge, the **Town** in accordance with section 15.4 of the **Building Code Act** may cause the **property** to be **repaired** or demolished.
- 27.2 Where an order is not complied with and the **Town** has caused the property to be **repaired** or demolished, the **Town** has priority lien status in accordance with section 1 of the *Municipal Act, 2001, as amended*, on the **property** for the amount spent on the **repair** or demolition and the amount may be added to the tax roll by the Treasurer of

the **Town** and may be collected in the same manner as taxes on the **property**.

**28.0**      EMERGENCY ORDERS

28.1      If upon inspection of a **property** an **Property Standards Officer** is satisfied that there is non-conformity with the standards prescribed in this by-law to such extent as to pose an immediate danger to the health or safety of any **person**, the **Property Standards Officer** may make an order in accordance with section 15.7 of the **Building Code Act** containing particulars of the non-conformity and requiring remedial **repairs** or other work to be carried out immediately to terminate the danger.

**29.0**      CERTIFICATE OF COMPLIANCE

29.1      After inspecting a **property**, a **Property Standards Officer** who is of the opinion that the **property** is in compliance with the standards established in this By-law, may issue a certificate of compliance to the **owner**.

29.2      The prescribed fee set out in the **Town's** Fees and Charges By-law shall be payable prior to the issuance of a certificate of compliance where it is issued at the request of the **owner**.

**30.0**      PENALTY

30.1      Every **owner** who fails to comply with an order, as confirmed, any other order, a direction or a requirement made under this By-law is guilty of an offence under Section 36.(1) of the **Building Code Act** and is liable to a penalty or penalties as set out in Section 36 of the **Building Code Act**.

**31.0**      PROPERTY STANDARDS COMMITTEE

31.1      A **Committee** is hereby established in accordance with the **Building Code Act**.

31.2 The **Committee** shall be composed of such persons, not fewer than three (3), as **Council** considers advisable.

31.3 The **Committee** shall hold office for the term of **Council** or until such time as successors are appointed.

**32.0** EXEMPTIONS

32.1 This By-law does not apply to lands on which construction is actively proceeding in accordance with a permit issued pursuant to the *Building Code Act*.

**33.0** VALIDITY

33.1 If any section, subsection, paragraph, sentence, clause, or provision of this By-Law be declared by a Court of competent jurisdiction to be invalid, illegal or ultra vires for any reason, all other provisions of this By-Law shall remain and continue in full force and effect and shall remain valid and binding.

---

**READ a first and second time  
this 31<sup>st</sup> day of March 2026**

\_\_\_\_\_  
Mayor – Wayne Taipale

\_\_\_\_\_  
Clerk – Bobylyn Jardino

**READ a third time and finally passed  
this 26<sup>th</sup> day of May 2026**

\_\_\_\_\_  
Mayor – Wayne Taipale

\_\_\_\_\_  
Clerk – Bobylyn Jardino

# Corporation of the Town of Moosonee

## BY-LAW NO. 28-13

*Being a by-law to require owners or tenants on private property to maintain their lands to be clean and to repeal By-Law No. 07-10*

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**WHEREAS** the Municipal Act, 2001, S.O.2001, c.25 as amended, Section 11 allows a municipality to pass by-laws respecting matters within the spheres of jurisdiction including drainage, flood control and waste management;

**AND WHEREAS** the Municipal Act, 2001, S.O.2001, c.25 as amended, Section 127 provides that a municipality may require an owner or occupant of land to clean and clear the land not including buildings, or to clear refuse or debris from the land not including buildings;

**AND WHEREAS** the Municipal Act, 2001, S.O.2001, c.25 as amended, Section 131 provides that a municipality may prohibit or regulate the use of any land for the storage of used motor vehicles for the purpose of wrecking or dismantling them or salvaging parts from them for sale or other disposition;

**AND WHEREAS** the Municipal Act, 2001, S.O.2001, c.25 as amended, Section 391 provides that a municipality may impose fees or charges on persons for services or activities provided or done by or on behalf of it;

**AND WHEREAS** the Municipal Act, 2001, S.O.2001, c.25 as amended, Section 446(1) provides that a municipality has the authority to direct or require a person to do a matter and/or thing, the municipality may also provide that, in default of it being done by the person required or directed to do it, the matter or thing shall be done at the persons expense;

**AND WHEREAS** the Municipal Act, 2001, S.O.2001, c.25 as amended, Section 446(2) provides that the Municipality may enter upon land at any reasonable time for the purpose of subsection (1);

**AND WHEREAS** the Municipal Act, 2001, S.O.2001, c.25 as amended, Section 446(3) provides that a municipality may recover the costs of doing a matter and/or thing in regards to subsection (1) from the person directed or required to do it by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes;

**AND WHEREAS** the Municipal Act, 2001, S.O.2001, c.25 as amended, Section 446(5) provides that the costs include interest charges as determined by the municipality, calculated for the period commencing on the day the municipality incurs the costs and ending on the day the costs, including interest, are paid in full;

**AND WHEREAS** the Municipal Act, 2001, S.O.2001, c.25 as amended, Section 446(6) provides that, the amount of the costs including interest, constitutes a lien on the land upon the registration in the proper land registry office of a notice of lien;

**AND WHEREAS** the Municipal Act, 2001, S.O.2001, c.25 as amended, Section 446(7) provides that the lien is in respect of all costs that are payable at the time the notice is registered plus interest accrued at the rate established under subsection (5) to the date payment is made;

**AND WHEREAS** the Municipal Act, 2001, S.O.2001, c.25 as amended, Section 446(8) provides that upon receiving payment of all costs payable, the municipality shall register a discharge of the lien in the proper registry office;

**NOW THEREFORE, THE CORPORATION OF THE TOWN OF MOOSONEE ENACTS AS FOLLOWS:**

**PART 1: DEFINITIONS**

“**Clean**” shall mean the removal and disposal of refuse as defined in this by-law from any property within the boundary of the Town of Moosonee

“**Clear**” shall have the same meaning as clean

“**Costs**” shall mean all monetary expenses incurred by the town during and throughout the process of remedial action

“**Council**” shall mean the Council of the Corporation of the Town of Moosonee

“**Dangerous Place**” shall mean a deep body of water, cliffs, or stagnant water

“**Debris**” shall have the same meaning as refuse

“**Disposed**” shall mean to get rid of, throw away

“**Freon**” shall mean chlorofluorocarbon, hydro chlorofluorocarbon or hydro fluorocarbon refrigerants also known as CFC or HCFCs or HFCs

“**Ground Cover**” shall mean, but is not limited to, grass, weeds, and plant materials

“**Inoperable or Dismantled Motor Vehicle**” shall mean a motor vehicle as defined by the Highway Traffic Act, R.S.O. 1990, ch. 8, as amended, having missing or damaged components which prevents its mechanical function. It also includes a vehicle that does not display a vehicle permit license plate issued under the Highway Traffic Act, R.S.O. 1990, ch. 8, as amended and a vehicle with a vehicle permit license plate with a validation sticker that has been expired for more than one year.

“**Motor Vehicle**” shall include but is not limited to cars, trucks, vans, SUVs, motorcycles, snowmobiles, boats, all terrain vehicles, which are in a wrecked, discarded, inoperable or dismantled condition in whole or in part, and their component parts;

“**Owner**” includes owner, lessee and/or occupant of the land;

“**Person**” shall mean a human being, a corporation, or other legal entity recognized by law as having rights and duties

“**Refuse**” refuse includes but is not limited to the following:

- Household refuse (bagged or not) which is not set out for collection, bags plastic or paper, plastics, containers, beverage containers (includes bottles and cans), wrappers, food waste, boxes, cardboard, paper, also includes scrap construction materials, animal carcasses, bones, feathers or animal hides, or dishware.
- Household furniture such as couches, chairs, tables, bed or other types of bedding materials box spring, mattresses, sheets household appliances or furnishings, wrecked or dismantled playground equipment;
- Consumer electronics, such as digital cameras, portable digital media players, home entertainment systems, stereos, DVD players, compact disc players, television sets, video game console systems, personal computers, laptop computers, mobile cellular telephones, telephones, mobile and static, and their component parts;
- Yard waste, tree trimmings, grass clippings, fallen trees, remains of fallen trees, animal feces, excavated soil, and leaf piles;
- Hazardous waste (gasoline, motor oil, antifreeze, paint, acetone.) or other industrial or commercial products;
- Motor vehicles, motorcycles, snowmobiles, boats, all terrain vehicles, which are in wrecked, discarded inoperable or dismantled condition in whole or in part, and their component parts;

- White goods – stove, refrigerators, freezers, air conditioners, hot water heaters, washing machines, dryers, dishwasher, microwave oven and other appliances that are finished in enamel.

**“Stagnant Water”** means a body of water that is inert and lacks movement from either natural or artificial means

**“Town”** shall mean the Corporation of the Town of Moosonee

## **PART 2: CLEAN AND CLEAR YARDS**

- 2.1 Inoperable motor vehicle
- a) No person shall store more than 1 (one) inoperable vehicle on a Residential or private property within the Town of Moosonee.
- 2.2 Dumping Prohibited Without Lawful Authority
- a) No person shall dump, bury, throw, dispose or otherwise deposit refuse on private property or Town property without lawful authority.
- 2.3 Removal of Refuse
- a) Every owner or occupant shall remove refuse or debris from his or her land in an expedient manner;
  - b) When removing a white good or appliance that has a door or latch, the door, latch and hinge shall be removed to prevent any person who may become trapped inside the white good or appliance.
- 2.4 Ground Cover
- a) No person shall cause or permit ground cover to exceed 6 inches in length.

## **PART 3: EXCEPTIONS**

- 3.1 Where one (1) motor vehicle is:
- a) being repaired either actively or recreationally for the purpose of usage or show;
  - b) intended to be taken to a salvage yard or repair shop; within thirty (30) days;
  - c) Notwithstanding the provisions stated in Section 2, this By-Law shall not be deemed to prohibit the storing of automotive and mechanical equipment, salvage or similar material which is required for business purposes as part of an operating business which is permitted by the Town, and conforms with the municipal zoning by-law.
- 3.2 Where an owner or occupant has fallen tree remains;
- a) for the purpose of fueling a wood stove;
  - b) for the purpose of processing for lumber;
  - c) for the purpose of construction or renovation;
  - d) and the remains are put aside as a wood pile;
  - e) for the purpose of camp fire use or cooking.
- 3.3 Where a yard is in the process of being cleared an order to direct to do a thing or matter shall not be issued and/or a warning shall not be issued.
- 3.4 Where the owner and/or occupant has construction or renovation materials that are currently or soon to be used in construction or renovation, or are temporarily stored prior to use.
- 3.5 None of the above mentioned exceptions shall be considered refuse or failure to maintain clean and clear yards, in accordance with section 3.6 below
- 3.6 If reasonable time, generally thirty (30) days, has elapsed for the purpose of Section 3 and no action has been taken on behalf of the owner to remedy the exception, the Owner shall be considered in violation of Section 3 and no longer eligible for an ‘exception’ and shall be subject to any and all parts of this by-law.

#### **PART 4: DANGEROUS OR HAZARDOUS PLACE**

- 4.1 Every owner shall not permit any steep declinations, deep waters, or any other hazardous condition to be in their property without being properly contained within a fenced in area.

#### **PART 5: ENTRY ONTO LAND**

- 5.1 Where the Town has power of entry under the Municipal Act, the power shall be exercised by an officer of the Town or their designate who may be accompanied by a person under his or her direction
- 5.2 The Town may for the purpose of inspection and or remedial action may enter upon the land and into structures other than a dwelling at any reasonable time, without notice
- 5.3 A person exercising a power of entry on behalf of the Town under this act must, upon request display or produce proper identification

#### **PART 6: NOTICE PRIOR TO REMEDIAL ACTION**

- 6.1 The Town may prior to taking remedial action under this by-law, shall send notice to the "owner or occupant" requesting the owner or occupant to clean the land, and the notice shall specify the time allowed for compliance. Such notice shall be given by registered mail. At the discretion of the By-Law Enforcement Officer, this notice may include notice of penalty.

#### **PART 7: REMEDIAL ACTION**

- 7.1 Where an owner is in default of doing any matter or thing directed or required to be done under this by-law, an officer may direct the completion of such work or thing at the owner's expense;
- 7.2 Where any matters or things are removed in accordance with section 7.1 such matters or things shall be immediately disposed of.
- 7.3 Where anything required or directed to be done in accordance with this by-law is not done, the Manager of By-law Services or persons designated may upon such notice as they deem suitable, do such thing at the expense of the person required to do it. In so doing, the Town may charge an administration fee of 15% of such expense with a minimum fee of \$100.00. The Town may recover the costs of the remedial action incurred under this subsection by action, or by adding them to the tax roll and collecting them in the same manners as taxes, in accordance with section 446 of the Municipal Act;
- 7.4 Where in the event that a white good has to be removed, if the appliance still has Freon within the unit, the unit shall be subject to an additional removal fee.

#### **PART 8: INVOICE FOR COSTS PRIOR TO ADDITION OF COSTS TO MUNICIPAL TAXES**

- 8.1 The Corporation of the Town of Moosonee shall, prior to adding the remedial action costs to municipal taxes, invoice the "owner" requesting voluntary payment of said remedial action costs payable to the Corporation of the Town of Moosonee within thirty (30) calendar days, if payment is not received within the allotted time, the Corporation of the Town of Moosonee shall add the costs of the remedial action to the tax roll and collect the balance due in the same manner as taxes.

#### **PART 9: OFFENCES**

- 9.1 No Owner shall fail to clean land.
- 9.2 No Owner shall fail to maintain clean land.

**PART 10: OBSTRUCTION**

10.1 The Municipal Act S.O 2001 C.25 as amended section 426(1), no person shall hinder, interfere, or attempt to hinder or obstruct either directly or indirectly an officer, employee or agent or persons under the direction of the municipality in the lawful exercise of power or duty under this by-law.

**PART 11: PENALTIES**

11.1 Any person who contravenes any provision of this by-law is guilty of an offence, and upon conviction is liable to the penalties as provided for the Provincial offences act, R.S.O 1990 c. P. 33 as amended;

**PART 12: TOWN NOT LIABLE**

12.1 The Town assumes no liability for any damage in respect to property or personal injury resulting from remedial action or remedial work undertaken in respect to any person or property that is subject to this by-law.

**PART 13: GENERAL**

13.1 Should any section, subsection, clause, paragraph or provision of this by-law be declared by a Court of competent jurisdiction to be invalid or unenforceable, the same shall not affect the validity of the enforceability of any other provision of this by-law, or of the by-law as a whole.

**PART 14: SEPARATE OFFENCE**

14.1 For the purpose of this by-law, each day of a continued offence shall be deemed to be a separate offence, and may be subject to further penalty.

**PART 15: SHORT TITLE**

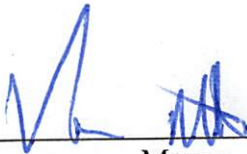
15.1 The short title of this by-law is the Clean Yards By-law.

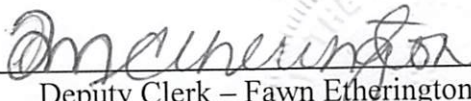
**PART 16: REPEALED**

16.1 By-law No. 07-10 is hereby repealed.

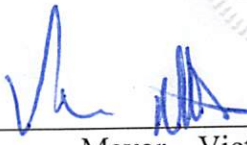
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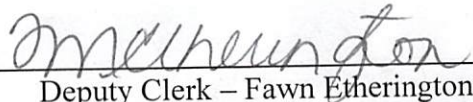
**READ a first and second time  
this 26<sup>th</sup> day of August 2013.**

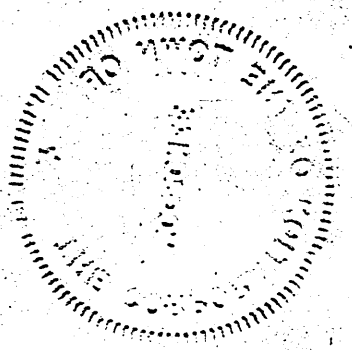
  
\_\_\_\_\_  
Mayor – Victor Mitchell

  
\_\_\_\_\_  
Deputy Clerk – Fawn Etherington

**READ a third time and finally passed  
this 26th day of August 2013.**

  
\_\_\_\_\_  
Mayor – Victor Mitchell

  
\_\_\_\_\_  
Deputy Clerk – Fawn Etherington





## BRIEFING NOTE

### *ParticipACTION Community Challenge – Municipal Participation and Community Engagement Initiative*

<b>A Briefing Note contains advice and/or recommendations from an employee, for council consideration.</b>	
<b>Submitted</b>	Terah Racine, Manager of Community
<b>Date</b>	May 8, 2026
<b>Background</b>	<p>The ParticipACTION Community Challenge is a national initiative held in June that encourages communities across Canada to increase physical activity participation through local programming, schools, organizations, and informal activity. Communities compete based on:</p> <ul style="list-style-type: none"> <li>• number of participating organizations</li> <li>• overall participation levels</li> <li>• volume of reported physical activity</li> </ul> <p>The initiative includes national recognition and potential prize funding, including a grand prize of up to \$100,000 for Canada’s Most Active Community, as well as additional regional awards to support local recreation and physical activity programming.</p> <p>We are exploring positioning the municipality as a “Challenge Champion” by coordinating participation and encouraging widespread community involvement.</p>
<b>Analysis and Discussion for Council Consideration</b>	<p>This initiative presents a low-cost opportunity to significantly increase community engagement in recreation and wellness activities without requiring new programming.</p> <p>Success in the Challenge is driven by:</p> <ul style="list-style-type: none"> <li>• mobilizing local organizations and schools</li> <li>• promoting participation in existing programs</li> <li>• tracking and reporting activity consistently</li> </ul> <p>The municipality’s role would focus on coordination rather than program delivery, including:</p> <ul style="list-style-type: none"> <li>• encouraging participation across community groups</li> <li>• supporting simple activity tracking</li> <li>• promoting municipal and community programming</li> <li>• submitting consolidated participation data</li> </ul> <p>Expected benefits include:</p> <ul style="list-style-type: none"> <li>• increased community participation in physical activity</li> <li>• stronger collaboration with schools and local organizations</li> <li>• enhanced visibility of municipal recreation programming</li> <li>• opportunity for national recognition</li> </ul>
<b>Applicable policies, regulations, legislation</b>	<p>The initiative aligns with municipal priorities related to:</p> <ul style="list-style-type: none"> <li>• recreation and active living</li> <li>• community wellness and engagement</li> <li>• youth and senior programming</li> <li>• partnership development</li> </ul>



## BRIEFING NOTE

### *ParticipACTION Community Challenge – Municipal Participation and Community Engagement Initiative*

	<ul style="list-style-type: none"><li>• No legislative barriers have been identified. Participation is voluntary for all groups.</li></ul>
<b>Source of Funds - Financial Implications</b>	<p>There are no significant financial implications associated with participation. The initiative will be delivered using:</p> <ul style="list-style-type: none"><li>• existing staff resources</li><li>• existing municipal programming</li><li>• existing communication tools</li></ul> <p>Any optional costs (e.g., promotional materials or recognition items) could be managed within current recreation operating budgets at Council's discretion.</p>
<b>Recommendations</b>	<p><b>That Council:</b></p> <ul style="list-style-type: none"><li>• Endorse participation in the ParticipACTION Community Challenge as a municipal/community-wide initiative;</li><li>• Support Administration in coordinating, promoting, and tracking community participation throughout the duration of the Challenge;</li><li>• Encourage local organizations, schools, and residents to participate in the initiative during the month of June.</li></ul>
<b>CAO's comments / Motion for Council Consideration</b>	<p>THAT Council acknowledge and support the municipality's participation in the ParticipACTION Community Challenge.</p>



## Northern Lights Secondary School

2 Keewatin Dr., PO Box 304  
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April 10th, 2026

Dear Community Partner,

Every Year in June, we at Northern Lights Secondary School honour and recognize the accomplishments of our graduating students at the graduation ceremony. Our students have worked hard to obtain the requirements of a Grade 12 diploma. Many of our graduates are planning to attend college or university next fall. Others are planning to enter the world of work or take a 'gap' year. We wish them all the best in their future endeavours.

We would like to invite you to be a part of our celebration.

Each year, many organizations and businesses like yours make donations to the school to provide awards or bursaries to our students. These awards and bursaries are crucial in helping students transition from high school into their post-secondary lives. A **bursary** is presented to a student continuing their post-secondary education in the fall. An **award** is given to a student to recognize their achievements.

Additionally, we would like to invite a representative from your organization to present your award or bursary at our ceremony on **Wednesday, June 24th, 2026, at 4:30 PM**. Please confirm your attendance and let us know who will be attending so that we can add them to the program.

For ease of disbursement, please make cheques payable to **Northern Lights Secondary School**.

Students will complete an application for consideration for an award or bursary. Students will be selected as award recipients or bursary recipients by a selection committee which reviews the student's grades, attendance, school involvement and goals.

Thank you in advance,

S. Hamilton  
Student Success/Guidance Counsellor