REGULAR MEETING

PAGE I

JULY 22, 2020

PRESENT: MAYOR:

Leslie GAMBLE

COUNCILLORS:

Kevin BURKE, Patricia HNATUIK, Glenda MASSICOTTE, Cheryl PHILLIPS,

Dale RIVERS, Susan SONNENBURG

CLERK-ADMINISTRATOR: Kim SLOSS

Motion No:

2020-203

Moved By:

K. BURKE

Seconded By:

P. HNATUIK

WHEREAS there is a quorum of Council present and the time is 6:00 p.m.; BE IT RESOLVED THAT this regular meeting be open for business;

AND THAT the minutes of the regular meetings of July 8, 2020 be approved.

CARRIED

Mayor Les Gamble declared a conflict of pecuniary interest in the agenda item McGregor Drain Report as he owns property

on the drain.

Motion No.

2020-204

Moved By:

G. MASSICOTTE

Seconded By:

C. PHILLIPS

Agenda – Di

BE IT RESOLVED THAT the following be added to the Regular Agenda:

D1- RFP-Demolition; 175 Spruce Street

<u>CARRIED</u>

Motion No.

2020-205

Close

Moved By:

D. RIVERS

Mtg for Public

Seconded By: C. PHILLIPS

BE IT RESOLVED THAT the Council meeting is now adjourned for the purpose of a Public Meeting.

Μtg

CARRIED

Motion No.

2020-206

Moved By:

S. SONNENBURG

Seconded By:

K. BURKE

Public Mtg-ZBA 20-01; LYTLE

BE IT RESOLVED THAT pursuant to Section 34 of the Planning Act, the Public Meeting is now officially open for the purpose of hearing comments regarding proposed amendments to the Zoning Bylaw of the Township of

Sables-OSpanish Rivers as follows"

File ZBA20-01 as applied for by Doug Dorion on behalf of Jason Lytle for property in Harrow Township,

Concession 3, Lot 10, Parcel 14898, Plan 53R-11494 Part 2 at 10012 Buckmiller Road.

CARRIED

Public Mtg

Motion No.

2020-207

Moved By: Seconded By: Recenvens

S. SONNENBURG

Council Mtg.

K. BURKE BE IT RESOLVED THAT the Public Meeting is now officially closed, and the Council meeting is reconvened.

CARRIED

Motion No.

2020-208

Moved By:

P. HNATUIK

ZBA20-01;

LYTLE

G. MASSICOTTE Seconded By: WHEREAS Council is satisfied that the notices were given in accordance with the Planning Act respecting

Zoning Bylaw Amendment File No. 20-01, as applied for by Doug Dorion on behalf of Jason Lytle for property in Harrow Township, Concession 3, Lot 10, Parcel 14898, Plan 53R-11494 Part 2 at 10012 Buckmiller Road; AND WHEREAS sufficient information has been made available at this public meeting for the public to understand generally the zoning proposal being considered;

BE IT RESOLVED THAT due consideration of the proposed bylaw has been given and Council hereby concludes this application shall be approved.

Effect of public submission(s): none received.

CARRIED

Motion No. Moved By:

2020-209

G. MASSICOTTE

ZBA File 10-02

Seconded By: C. PHILLIPS

Bylaw 2020-31 BE IT RESOLVED THAT Bylaw 2020-31, being a bylaw to amend the Comprehensive Zoning Bylaw for property in Harrow Township, be read a first and second time.

CARRIED

Motion No.

2020-210

Moved By:

D. RIVERS

Seconded By: S. SONNENBURG

BE IT RESOLVED THAT Bylaw 2020-31, being a bylaw to amend the Comprehensive Zoning Bylaw for property in Harrow Township, be read a third and final time and passed in open council.

CARRIED

JULY 22, 2020 REGULAR MEETING PAGE 2

Motion No.

2020-211

Consent Agenda – Moved By:

Al. G1-G3

Seconded By:

S. SONNENBURG K. BURKE

BE IT RESOLVED THAT items A1 and G1 to G3 contained on the Consent Agenda be adopted.

CARRIED

Motion No.

2020-212

Al-Accounts Moved By:

S. SONNENBURG

Seconded By:

K. BURKE

BE IT RESOLVED THAT the attached cheque registers totalling \$54,604.90 be approved as paid;

AND THAT the cash disbursements report totalling \$105,132.96 be paid as funds permit.

CARRIED

Motion No.

2020-213

Moved By:

S. SONNENBURG

Seconded By:

K. BURKE

G1-G3: Bylaws BE IT RESOLVED THAT the following bylaws be red a first, second, third and final time and passed in open council:

2020-26.

2020-29, 2020-30

Bylaw 2020-26 - being a bylaw to adopt an Accounts Payable and Payments Policy;

Bylaw 2020-29 - being a bylaw to adopt a Council Technology Policy;

Bylaw 2020-30 - being a bylaw to amend the Property Standards Bylaw.

CARRIED

Motion No.

2020-214

Moved By:

P. HNATUIK

G. MASSICOTTE Seconded By:

WHEREAS pursuant to Ontario Action Plan in response to Covid-19, Council agrees to opening certain municipal facilities and services in accordance with the guidelines for Stage 3 of the frameworks for reopening

BE IT RESOLVED THAT at this time the following will be open and available to the public with limited access as required, subject to ensuring the appropriate health and safety measurers are in place:

Covid-19; Stage 3 Openings

-Mouth Park; use at own risk

 Playgrounds; use at own risk -Massey & District Community Centre and Arena - closed for the time being

Walford Community Centre – closed for the time being

Lee Valley Hall – closed for the time being

-Massey Library - working by appointment

Webbwood Library – working by appointment

-Municipal Office – by appointment and walk-ins as needed.

CARRIED

Motion No.

2020-215

Bylaw 2020-32: Moved By:

P. HNATUIK

McGregor

Seconded By: K. BURKE

Drain

BE IT RESOLVED THAT Bylaw 2020-32, being a bylaw to provide for drainage works for the McGregor Drain,

be read a first and second time.

CARRIED

Motion No.

2020-216

Moved By: Seconded By: C. PHILLIPS K. BURKE

Court of Revision

BE IT RESOLVED THAT Court of Revision to hear appeals for the McGregor Drain 2020 will be held on

August 26, 2020 at 6:00 p.m., with the members of the Court being Glenda Massicotte. Kevin Burke and Dale Rivers.

CARRIED

Bylaw 2020-33: Motion No.

2020-217 C. PHILLIPS

Waterfalls

Moved By:

Agrmt

Seconded By: D. RIVERS

BE IT RESOLVED THAT Bylaw 2020-33, being a bylaw to enter into an agreement with Waterfalls Lodge be

read a first and second time.

CARRIED

2020-33:

Motion No.

2020-218

Waterfalls

Moved By:

P. HNATUIK

Agent

Seconded By: G. MASSICOTTE

BE IT RESOLVED THAT a bylaw to enter into an agreement with Waterfalls Lodge be read a third and final time and passed in open council.

CARRIED

REGULAR MEETING

PAGE 3

JULY 22, 2020

Motion No.

2020-219

Moved By:

D. RIVERS

175 Spruce

St. - Haz., Bldg Assessment Seconded By: S. SONNENBURG

BE IT RESOLVED THAT pursuant to Section 30 of the Occupational Health and Safety Act, Pinchin be authorized to complete a hazardous building materials assessment at 175 Spruce Street, Massey at the cost of \$3,715.00;

AND THAT the Request for Proposals sent out for the clean up of this property be recalled at this time.

CARRIED

Motion No.

2020-220

Moved By:

G. MASSICOTTÉ

Seconded By:

C. PHILLIPS

BE IT RESOLVED THAT Consent Application File No. C-20-04 as applied for by Kevin Jarus on behalf of François & Lyssa Seguin be PROVISIONALLY APPROVED this 22nd day of July, 2020;

Consent File

20-04; SEGUIN The land in subject application is composed of land in the Township of Shakespeare, Concession 4, Part Lot 6,

Parcel 53M1264-8, Plan 53M1264 Lot 8;

The purpose of this consent is to allow for a lot addition to Parcel 53M1264-7, Plan 53M-1264 Lot 7 in Shakespeare, Concession 4, Part Lot 7. It is hereby provisionally approved with the schedule of conditions attached hereto.

CARRIED

Motion No.

2020-221

Moved By:

C. PHILLIPS

Seconded By:

D. RIVERS

Closed Session

BE IT RESOLVED THAT we move into closed session to consider personal matters about identifiable

individuals including municipal or local board employees respecting the Public Works Department.

CARRIED

Resolutions 2020-222 and 2020-223 were dealt with in closed session and are filed in the office of the Clerk

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Open Session Motion No.

2020-224 D. RIVERS

Moved By: Seconded By:

S. SONNENBURG

BE IT RESOLVED THAT this closed session be adjourned and the regular meeting resumed.

CARRIED

Motion No. Moved By: 2020-225

Seconded By:

C. PHILLIPS K. BURKE

BE IT RESOLVED THAT this meeting be adjourned until the next regular meeting or call of the Chair.

CARRIED

MAYOR - L. GAMBLE

CLERK-ADMINISTRATOR - K. SLOSS

	Vendor	Invoice Number	Date	Gross Amount	Discount	Net Amount	Method
4	Receiver Ger	neral, Payroll Deductions, , ,					
		Payroll-6/30/20 (PAP	7/09/20	\$13,952.02	\$0.00	\$13,952.02	PAP
		Total Vendor Payment:		\$13,952.02	\$0.00	\$13,952.02	
		Vendor Payment Method:	PAP	\$13,952.02	\$0.00	\$13,952.02	
6	Minister of F	inance - EHT, ; , ,					
		EHT-06/20 (PAP)	7/09/20	\$2,101.08	\$0.00	\$2,101.08	PAP
		Total Vendor Payment:		\$2,101.08	\$0.00	\$2,101.08	
		Vendor Payment Method:	PAP	\$2,101.08	\$0.00	\$2,101.08	
52	Royal Bank -	GFS Service Centre, P.O. Box 600	1, Station A, 1	Place Ville Marie - M1, M0	ONTREAL, QC, H30	C 3A9	
	_	RSP Lachance-06/20	7/09/20	\$286.28	\$0.00	\$286.28	PAP
		Total Vendor Payment:		\$286.28	\$0.00	\$286.28	
		Vendor Payment Method:	PAP	\$286.28	\$0.00	\$286.28	
552	OMERS,,,,						
		OMERS-06/20 (PAP)	7/09/20	\$14,427.66	\$0.00	\$14,427.66	PAP
		Total Vendor Payment:		\$14,427.66	\$0.00	\$14,427.66	
		Vendor Payment Method:	PAP	\$14,427.66	\$0.00	\$14,427.66	
		Total Selected for Payment:		\$30,767.04	\$0.00	\$30,767.04	7.
		Number of Cheques/eCheques	s : 4		***************************************		ale:

						Payment
	Vendor Invoice Number		Gross Amount,	Discount	Net Amount	Method
193	Ontario Clean Water Agency, Accounts R	eceivable, 1 Yonge	Street, Suite 1700, TC	RONTO, ON, M5E 1E	5	
	INV00000003001	(P 7/10/20	\$17,084.00	\$0.00	\$17,084.00	PAP
	Total Vendor Payment:		\$17,084.00	\$0.00	\$17,084.00	1
	Vendor Payment Method	d: PAP	\$17,084.00	\$0.00	\$17,084.00)
	Total Selected for Paymo	enti	\$17,084.00	\$0.00	\$17,084.00) /25
	Number of Cheques/eCh	eques: 1	******************	· · · · · · · · · · · · · · · · · · ·		106/



	Vendor	Invoice Number :	Date	Gross Amount	Discount	Net Amount	Metho
0		P.O. Box 9000, Stn Don Mills, NO					
-		2073-6/28/20 (PAP)	7/17/20	\$55.06	\$0.00	\$58.06	PA
		2100-6/28/20 (PAP)	7/17/20	\$48.49	\$0.00	\$48.49	P.A
		2300-6/28/20 (PAP)	7/17/20	\$311.79	\$0.00	\$311.79	P/
		2358-6/28/20 (PAP)	7/17/20	\$56.65	\$0.00	\$56,65	P/
		2646-6/28/20 (PAP)	7/17/20	\$439,19	\$0.00	\$439.19	P/
		3491-6/28/20 (PAP)	7/17/20	\$48.49	\$0.00	\$48.49	P,
		51.8195732-07/01/20	7/17/20	\$63.28	SD.DQ	\$63.28	P.
		Total Vendor Payment:		\$1,023.95	\$0.00	\$1,023.95	
		Vendor Payment Method:	PAP	\$1,023.95	\$0.00	\$1,023.95	
		•		41,444-94	40.00	\$1,025.55	
1	Bell Mobility,	P.O. Box 5102, BURLINGTON, ON		010.00	#A AA	670.00	
		503729505-7/01/20 (7/17/20	\$73.32	\$0.00	\$73.32	P
		Total Vendor Payment:		\$73.32	\$0.00	573.32	
		Vendor Payment Method:	PAP	\$73.32	\$0.00	\$73.32	
1	Hydro One, P.	O. Box 4102, Station A, TORONT	O, ON, M5W L	3L			
		30637-7/8/20 (PAP)	7/17/20	\$35.06	\$0.00	\$36.06	P.
		69069-7/15/20 (PAP)	7/17/20	\$60.35	\$0.00	\$60.35	P
		69271-7/15/20 (PAP)	7/17/20	\$172.97	50.00	\$172.97	P,
		69473-7/3/20 (PAP)	7/17/20	\$124.20	\$0.00	\$124.20	P
		69574-7/10/20 (PAP)	7/17/20	\$628.25	\$0.00	\$628.25	₽.
		69675-7/7/20 (PAP)	7/17/20	\$31.00	\$0.00	\$31.00	P.
		Total Vendor Payment		\$1,052.83	\$0.00	\$1,052.83	
		Vendor Payment Method:	PAP	\$1,052.83	\$0.00	\$1,052.83	
20	EASTLINK, PO	O BOX 5800, SUDBURY, ON,					
		12848287 (PAP)	7/17/20	\$38.02	\$0.00	\$38.02	P)
		12909754 (PAP)	7/17/20	\$161.49	\$0.00	\$161.49	P
		Total Vendor Payment:		\$199.51	\$0.00	\$199.51	
		Vendor Payment Method:	PAP	\$199,\$1	\$0.00	\$199.51	
§1	W\$JB, , , ,						
		W\$IB-06/20 (PAP)	7/17/20	\$4,404.25	\$0,00	\$4,404.25	P
		Total Vendor Payment:		\$4,404.25	50.00	\$4,404.25	
		Vendor Payment Method:	PAP	\$4,404.25	\$0.00	54,404.25	
		Total Selected for Payment: Number of Cheques/eCheque		\$6,753.86	\$0.00	\$6,753.86	

							Payment
·····	Vendor	Invoice Number	Date	Gross Amount	Discount	Net Amount	Method
1	Lee Valley Feed	ds, 416 Lee Valley Rd, RR #2, N	lassev. ON. POR			····	
-		060605	7/17/20	\$814.05	\$0.00	\$814.06	Cheque
		Total Vendor Payment:		\$814,06	\$0.00	\$814.06	
		Vendor Payment Method:	Cheque	\$814.06	50.00	\$814.06	
	hà a di a ala ala local	and a literary poop Observed	h	Colored ON MAD PD4			
1	wcaspnait inot	ustries Limited, 8800 Sheppard 882851	7/17/20	\$310.75	\$0.00	\$310.75	Cheque
		Total Vendor Payment:		\$310.75	\$0.00	\$310.75	
		Vendor Payment Method:	Cheque	\$310.75	\$0.00	\$310,75	
1	Wishart Law Fir	គា LLP, 390 Bay St., Suite 500,	Sault Ste. Mari	ie, ON, P6A 1X2			
		149440	7/17/20	\$279.57	\$0.00	\$276.57	Chaque
		Total Vendor Payment:		\$276.57	\$0.00	\$276.57	
		Vendor Payment Method:	Cheque	\$276.57	\$0.00	\$276.57	
14	Dr. Shiny Rach	ael Cherian, 138 Lee Valley Ro. Costco-009410	ad, PO Box 160 7/17/20	, MASSEY, ON, POP 1P0 \$152.50	\$0.00	\$152.50	EFT
		C081C0-0094:0	7717769	φ:οε.υσ	——————————————————————————————————————	Ψ122.30	Ci i
		Total Vendor Payment:		\$152.50	\$0.00	\$152.50	
		Vendor Payment Method:	전투표	\$152.50	\$0.00	\$152.50	
26	Huron Central E	Railway M2142, Case Postale 1	1524, Succursa	le Centre-Ville, MONTREAL	, PQ, H3C 5N7		
		FL906145	7/17/20	\$888.00	\$0.00	\$888,00	EFT
		Total Vendor Payment:		\$888.00	\$0.00	\$888.00	
		Vendor Payment Method:	EFT	\$888.00	\$0.00	\$888.00	
29	Janeway Pharm	naChoice, 180 Sauble St., Box	100. MASSEY. (ON. POP 1P0			
		373261	7/17/20	\$214.27	\$0.00	\$214.27	EFT
		373467	7/17/20	\$62,50	\$0.00	\$62.60	EFT
						eogc pg	
		Total Vendor Payment:		\$276.87	\$0.00	\$276.87	
		Vendor Payment Method:	EFT	\$276.87	\$0.00	\$276.87	
33	Laurentian Bus	iness Products, 108-450 Notre	Dame Avenue,	SUDBURY, ON, P3C 5K8			
		342884	7/17/20	\$113.45	\$0.00	\$113.45	Cheque
		Total Vendor Payment:		\$113.45	\$0.00	\$113.45	
		Vendor Payment Method:	Cheque	\$113.45	\$0,00	S113.45	
35	Massay Home I	Hardware, , P.O. Box 668, MAS	SEV AN DAD 1	P0			
23	massey none	94300	7/17/20	\$32.10	\$0.00	\$32.10	Cheque
		94334	7/17/20	\$11.28	\$0.00	\$11.28	Cheque
		94345	7/17/20	\$22,58	\$0.00	\$22.58	Cheque
		94370	7/17/20	\$15.75	\$0.00	\$15,76	Cheque
		94380	7/17/20	\$5.85	\$0.00	\$5.85	Cheque
		94390	7/17/20	\$33.89	\$0.00	\$33.89	Cheque
		94391	7/17/20	\$18,63	\$0.00	\$18.83	Cheque
		94428	7/17/20	\$257.37	\$0.00	\$257.37	Cheque
		4 - 1-4	1117720	0207.01	33.00	44401	



							Paymen
	Vendor	Invoice Number	Date	Gross Amount	Discount	Net Amount	Method
		94439	7/17/20	\$150.25	\$0.00	\$150.20	Chequ
		\$ 446 0	7/17/20	\$9,65	\$0.00	\$9.65	Chequ
		94473	7/17/20	\$ 3.70	\$0.00	\$3.70	Chequ
		£4478	7/17/20	\$22.58	\$6.00	\$22.58	Cheq
		94480	7/17/20	\$34.94	\$0,00	\$34,94	Cheq
		94487	7/17/20	\$16,94	\$0.00	\$16.94	Cheq
		94488	7/17/20	\$9.92	\$0.00	\$9.92	Cheq
		94503	7/17/20	\$25.70	\$0.00	\$25.70	Cheq
		94534	7/17/20	\$33.89	\$0.00	\$33.89	Cheq
		94535	7/17/20	(\$33,89)	\$0.00	(\$33.89)	Cheq
		94569	7/17/20	(\$257.37)	\$0.00	(\$257.37)	Cheq
		Total Vendor Payment:		\$413.71	\$0.00	\$413.71	
		-	^				
		Vendor Payment Method:	Cheque	\$413.71	\$0.00	\$413.71	
12	Northern Uniform	n Service, 2230 Algonquin Ro 0334249	5ad, SUDBURY, 1 7/17/25	ON, P3E 4Z6 \$22.37	\$0.00	\$22.37	EF
		Total Vendor Payment:	17.11.00	\$22.37	\$0.00	\$22.37	
		road randon raymond					
		Vendor Payment Method:	₽FT	\$22,37	\$0.00	\$22.37	
19	GFL Environment	tal Inc., PO Box 150, CONCO			25.00	004 404 64	EF
		GO0000006721	7/17/20	\$24,784.67	\$5.00	\$24,784,57	e.r
		Total Vendor Payment:		\$24,784.67	\$0.00	\$24,784.67	
		Vendor Payment Method:	EFT	\$24,784.57	\$0.00	\$24,784.67	
51	Sonnenburg Ron	a Building Centre, 155 Sable	Street, MASSE	Y, ON, POP 1P0			
		0211685	7/17/20	\$248.55	\$0.00	\$248.66	Chec
		0212079	7/17/20	\$111.15	\$9.00	\$111.15	Chec
		1145646	7/17/20	\$13.19	50.00	\$13.19	Chec
		1145731	7/17/20	\$11.53	\$0.00	\$11.63	Chec
		1145790	7/17/20	\$67.17	\$0.00	\$57.17	Chec
		Total Vendor Payment:		\$441.59	50.00	\$441,59	
		Vendor Payment Method:	Chaque	\$4 4 1.59	S0.00	\$441.59	
52		-	·			*******	
-1-	rosm or asparlor	a, 100 Tudhope Street, Suite 2646	7/17/20	\$4.604.51	\$0.00	\$4,604,51	EF.
		Total Vendor Payment:		•	\$0.00	\$4,604.51	
			PC KTTVC		÷6.44	#4 £64 £4	
		Vendor Payment Method:	EFT	\$4,604.51	\$0,00	\$4,604.51	
0	Espanola Home I	Hardware, 830 Centre Street, 93348:	7/17/20	1, P5E 1S3 \$334.90	\$0.00	5334.90	ÉÉ
		940761	7/17/20	\$143.39	\$0.00	\$143,3\$	ãt.
			//1//20				#F
		Total Vendor Payment:		\$478.29	\$0.00	\$478.29	
		Vendor Payment Method:	EFT	\$478.29	\$0,00	\$478.29	
31	Q.J. Graphix Inc.,	, 7 Panache Lake Road, ESP					
		59444	7/17/20	\$589.62	\$0.00	\$569.52	EF



	Vendor Invoice Number	er Date	Gross Amount	Discount	Net Amount	Method
	Total Vendor Payment	=	\$569.52	\$0.00	\$569.52	
	Vendor Payment Meti	nod: EFT	\$569.52	\$0.00	\$569.52	
90	Pitney Bowes, P.O. Box 278, ORANGEV	ALLE, ON, L9W 2Z7				
	3201469393	7/17/20	\$17.37	\$0.00	\$17.37	Chaque
	3201471019	7/17/20	\$260.08	\$0.00	\$250.08	Cheque
	Total Vendor Payment	:	\$277.45	\$0.00	\$277.45	
	Vendor Payment Meti	nod: Cheque	\$277,45	\$0.00	\$277.45	
140	Medical Mart, PO BOX 57518, STN A, To	oronto, ON, MSW 5MS				
	7426949	7/17/20	\$85.86	\$0.00	\$85.86	≅FT
	7428405	7/17/20	\$247.47	\$0.00	\$247.47	EFT
	Total Vendor Payment	:	\$333.33	\$0.00	\$333.33	
	Vendor Payment Met	nod: EFT	\$333.33	\$0.00	\$333.33	
176	Morris Sanftenberg Construction, Gene	ral Delivery, WALFOR	D, ON, POP 2E0			
	1310	7/17/20	\$17,967.00	\$0.05	\$17,967.00	EFT
	Total Vendor Payment	:	\$17,967.00	\$0.00	\$17,967.00	
	Vendor Payment Meth	od: EFT	\$17,967.00	\$0.00	\$17,967.00	
198	Mid-North Monitor, 46 Mead Blvd., Apt	#1, ESPANOLA, ON, PS	5E 1E8			
	Subscription-20		\$65.00	\$0.00	\$65.00	Cheque
	Total Vendor Payment	•	\$65.00	\$0.00	\$65.00	
	Vendor Payment Meti	rod; Cheque	\$65.00	\$0.00	\$65.00	
199	Minister of Finance, , , ,					
	1308072010540	087 7/17/20	\$4,970.80	\$0.00	\$4,970.80	Cheque
	Total Vendor Payment	=	\$4,970.80	\$0.00	\$4,970.80	
	Vendor Payment Meti	iod: Cheque	\$4,970.80	\$0,00	\$4,970.80	
199	Minister of Finance, , , ,					
	1-120472071-3	7/17/20	\$3,532,57	\$0.00	83,532.57	Cheque
	Total Vendor Payment	<u>.</u>	\$3,532.57	\$0.00	\$3,532.57	
	Vendor Payment Meti	rod: Cheque	\$3,532.57	\$0.00	\$3,532.57	
245	Pollard Distribution Inc. P.O. Box 280, I	HARROW, ON, NOR 1G	0			
	3233	7/17/20	\$25,248.75	\$0.00	\$25,248.75	EFT
	Total Vendor Payment	:	\$25,248.75	\$0.00	\$25,248.75	
	Vendor Payment Meti	nod: EFT	\$25,248.75	\$0.00	\$25.248.75	
295	Elliot Lake Monuments, PO Box 23, EL	LIOT LAKE, ON, P5A 2.	J 6			
	Repairs-7/2/20	7/17/20	\$423.75	\$0.00	\$423.75	Cheque
	Total Vendor Payment		\$423.75	\$0.00	\$423,75	



	Vendor	Invoice Number	Date	Gross Amount	Discount	Net Amount	Payment Method
		Vendor Payment Method:	Cheque	\$423.75	\$0.00	\$423.75	
204	Anna lathalan I	•					
301	Anne whales,	PO Box 425, SPANISH, ON, POF Costpo-307546993	r zau 7/17/20	\$4,321.03	\$0.00	\$4,321.03	EFT
			017120				ш, т
		Total Vendor Payment:		\$4,321.03	\$0.00	\$4,321.03	
		Vendor Payment Method:	EFT	\$4,321.03	\$0.00	\$4,321.03	
315	Corporate Exp:	ress, C/O TO4446C, PO BOX 44	46, STN A, TOR	ONTO, ON, M5W 4A2			
		53673392	7/17/20	\$297.16	\$0.00	\$297.16	Cheque
		53680208	7/17/20	\$282.56	\$0.00	\$282.56	Cheque
		53699791	7/17/20	\$162.37	\$0.00	\$162,37	Cheque
		53711777	7/17/20	\$24. 8 3	\$0.00	\$24.63	Cheque
		Total Vendor Payment:		\$766.72	\$0.00	\$766.72	
		Vendor Payment Method:	Cheque	\$766.72	\$0.00	\$766.72	
100	T	-	·	·	40.00	ψ100.72	
420	Tunnock Cons	ulting Ltd., Box 2032, 57 Foster 985	7/17/20	\$2.835.87	\$0.00	\$2,835.87	EF1
		Total Vendor Payment:		\$2,835.87	\$0.00	\$2,835.87	
		Vendor Payment Method:	ಕ್ಷಕಗ	\$2,835.87	\$0.00	\$2,835.87	
460	M & G Fencina	, 826 Bruno Street, Box 935, Az	ZILDA, ON, POM	1B0			
		30052	7/17/20	\$661.05	\$0.00	\$661,05	Cheque
		Total Vendor Payment:		\$661.05	\$0.00	\$661.05	
		Vendor Payment Method:	Cheque	\$661,05	\$0.00	\$661.05	
579	Nick McCormic	k, 5 Centre St., Webbwood, Of	N. POP 2G0				
***		Fire Call-7/9/20	7/17/20	\$25.00	\$0.00	\$25.00	eft.
		Total Vendor Payment:		\$25.00	\$0.00	\$25.00	
		Vendor Payment Method:	EFT	\$25.00	\$0.00	\$25.00	
619	Phoenix Emer	jency Management Logic, 5 Be	och Drive Bline	River ON POR 180			
414	r noent Enter	2020-05-03	7/17/20	\$3,107.50	\$0.00	\$3,107.50	ÉFT
		Total Vendor Payment:		\$3,107.50	\$0.00	\$3,107.50	
		Vendor Payment Method:	EFT	\$3,107.50	\$0.00	\$3,107.50	
626	The Stevens C	ompany Limited, 425 Railside (Drive, Brampton	, ON, L7A ONB			
		F059935/S	7/17/20	\$23.58	\$0,00	\$23.58	EFT
		Total Vendor Payment:		\$23.58	\$0.00	\$23.58	
		Vendor Payment Method:	EFT	\$23.58	\$0.00	\$23.58	
674	Paul Panesar.	26 Young St., Box 247, Webbw	ood, ON, PBP 20	30			
417		Celi Phone-07/01/20	7/17/20	\$79.10	\$0.00	\$79.10	ĘFT



							Payment
	Vendor	Invoice Number	Date	Gross Amount	Discount	Net Amount	Method
	Vendo	or Payment Method:	EFT	\$79.10	\$0.00	\$79.10	
693	Brenda Taylor, 20 Catal	ina Crt, Sudbury, ON, P.	3E 5L2				
		SOGC Membership-2	7/17/20	\$186,45	\$0.00	\$188.45	EFT
	Total \	/endor Payment:		\$186.45	\$0.00	\$186.45	
	Vende	or Payment Method:	EFT	\$186.45	\$0.00	\$186.45	
723	Maximum Signs, 17 Sa	ndbourne Drive, Pontyp	ool, ON, LOA 1	К0			
		88362	7/17/20	\$432.66	\$0.00	\$432.66	EFT
		86544	7/17/20	\$191.66	\$0.00	\$191.66	EFT
	Total \	/endor Payment:		\$624.32	\$0.00	\$624.32	
	Vendo	or Payment Method:	EFT	\$624.32	\$0.00	\$624.32	
730	Brandt Tractor Ltd., 199	Mumford Road, Unit F,	Lively, ON, P	3Y 1L2			
		1200231	7/17/20	\$5.424.00	\$0.00	\$5,424.00	EFT
	Total \	/endor Payment;		\$5,424.00	\$0,00	\$5,424.00	
	Vende	or Payment Method:	EFT	\$5,424.00	\$0.00	\$5,424.00	
757	Melanie Veilleux, 416 A	lbert St., Espanola, ON,	P5E 1K7				
		Giant Tiger-19376	7/17/20	\$112.83	\$0.00	\$112.83	EFT
	Total \	endor Payment:		S112.83	\$0.00	\$112.83	
	Vendo	or Payment Method:	EFT	\$112.83	\$0.00	\$112.83	
	Total 5	selected for Payment:		\$105,132,95	\$0.00	\$105,132.96	1
	Numbe	er of Cheques/eCheques	34				W.



Provisional Approval - Consent Application File No. C-20-04

Schedule of Conditions:

- 1. No deviation The official survey must not deviate substantially from the application. The applicant must provide a copy of the draft reference plan to the Municipality.
- 2. Administration fee That a \$100.00 administration fee be paid to the Municipality.
- 3. No arrears That there be no arrears owing to the Municipality by the applicant unless payment is guaranteed by the applicant's solicitor upon closing.

BY-LAW NUMBER __2020-26__

Being a Bylaw to Adopt Accounts Payable and Payments Policy for The Township of Sables-Spanish Rivers

WHEREAS Section 10 of the Municipal Act, R.S.O. 2001, c.25, as amended provides that a municipality may pass bylaws respecting financial management and public assets of the municipality;

AND WHEREAS Section 224 of the Municipal Act, R.S.O. 2001, c.25 provides that a municipality's Council shall develop and evaluate the policies and programs of the municipality and ensure the accountability and transparency of the operations of the municipality.

NOW THEREFORE the Council of the Corporation of the Township of Sables-Spanish Rivers enacts as follows:

- THAT the Township of Sables-Spanish Rivers Accounts Payable and Payments Policy is hereby adopted:
- 2. THAT the aforesaid policy is attached hereto as Schedule A and shall form part of this bylaw.
- 3 THAT this bylaw shall come into force upon the third and final reading.

READ A FIRST AND SECOND TIME THIS 22ndth DAY OF July 2020

MAYOR-L. GAMBLE

CLERK-ADMINISTRATOR - K. SLOSS

RËAD A THIRD AND FINAL TIME AND PASSED IN OPEN COUNCIL THIS $_$	22nd
DAY OF July	

MAYOR – L. GAMBLE

CLERK-ĀDMINISTRATOR -- K. SLOSS



ACCOUNTS PAYABLE AND PAYMENTS POLICY

DATE: 9 July 2020

POLICY STATEMENT

The Municipal Act, 2001, s. 224 provides that a municipality's Council shall develop and evaluate the policies and programs of the municipality and ensure the accountability and transparency of the operations of the municipality. This policy establishes a priority framework for the accurate and timely payment of invoices and cheque requisitions processed by Accounts Payable.

SCOPE

This policy applies to all Township of Sables-Spanish Rivers departments.

1.0 PURPOSE

1.0 The purpose of this policy is to establish the responsibilities, controls, authorizations and procedures for the accurate and timely payment of invoices and cheque requisitions processed by Accounts Payable.

2.0 DEFINITIONS

In this policy, the following definitions are used:

- 2.1 "Township" refers to the Corporation of the Township of Sables-Spanish Rivers.
- 2.2 "ACH" means Automated Clearing House;
- 2.3 "EFT" Electronic Funds Transfer; and
- 2.4 "PO" means Purchase Order.
- 2.5 "Blanket PO" means a purchase order issued to a vendor for an amount not to exceed the face value of the purchase order.

3.0 RESPONSIBILITIES

3.1 Municipal Council

Municipal Council shall:

In accordance with the Municipal act, 2001, S. 224, develop and evaluate policies, ensure that administrative policies, practices and procedures and controllership policies, practices and procedures are in place and maintain the financial integrity of the municipality.

3.2 Clerk-Administrator

The Clerk-Administrator shall support the Treasurer in ensuring the principles and mandatory requirements contained in this policy are applied consistently across all Township departments.

3.3 Treasurer

The Treasurer shall:

- Develop and update this policy as necessary and present changes to Council;
- Ensure that the principles and requirements contained in this policy are applied consistently across all departments.

3.4 Accounts Payable Clerk

The Accounts Payable Clerk is responsible for reviewing the invoices entered to ensure that payments are processed in accordance with these policies.

The Accounts Payable Clerk shall:

- a) Process payments in a timely manner to take advantage of earned discounts and meet required due dates;
- b) Print cheques, process EFT/ACH transfers and online bill payments; and
- c) Control the blank cheque stock.

4.0 POLICY

4.1 Segregation of Duties

Segregation of duties separates roles and responsibilities to ensure that an individual cannot process a transaction from initiation through to payment without the involvement of others and thereby segregation of duties reduces the risk of fraud or error to an acceptable level.

For example, no one individual should be able to set up a new vendor, create a purchase order for that vendor, post and approve the invoice from that vendor, create, approve and record the payment to that vendor. Giving a single individual the ability to perform all of the above operations increases the risk of fraud or error.

Segregation is achieved as the Accounts Payable Clerk does not create purchase orders, or approve invoices. Cheques are also signed by a member of Council and one of the Treasurer; Deputy Treasurer; Clerk-Administrator.

4.2 Procedures

Daily mail is opened and date stamped "Received" by the Clerk's Assistant.

The Clerk's Assistant then forwards all invoices to the Accounts Payable Clerk.

The Accounts Payable Clerk will stamp each invoice with the Accounts Payable coding stamp and distribute the invoices to the appropriate Department Head.

Department Heads, in compliance with the Township's Purchasing Policy, will: a) review invoice for accuracy, b) initial the invoice; c) code the invoice with the proper expense account; d) attach a Purchase Order as applicable; e) promptly return invoice to Accounts Payable Clerk for processing.

Regularly recurring expenditures, such as hydro bills, invoices for contractual services (i.e. OPP, Sudbury District Health Unit, Manitoulin-Sudbury DSAB, waste management, animal control, OCWA, etc.) will be distributed to the Clerk-Administrator for approval.

Progress payments for construction projects will be submitted to Council for approval by separate resolution.

Accounts Payable Clerk will enter coded and initialed invoices into the financial software.

Accounts Payable Clerk will process a cheque run for all invoices as required;

- All cheques from this run will be forwarded to the appropriate signing officers for review and signature. The Treasurer will also review and initial the invoices accompanying the cheques.
- Any vendors that have completed an EFT Payment Application Form will be paid by
 Electronic Funds Transfer. Our financial software creates a direct payment file that is
 uploaded to the bank. This batch of payments is then posted to the General Ledger to
 complete the process. The ACH report and the Accounts Payable Posting Journal that is
 created through this process is forwarded to the Treasurer for initial and approval. The
 invoices that support the reports are reviewed and initialed by the Treasurer in the
 same manner as invoices paid by cheque.
- Vendors that accept payment through online bill payment are paid in the following
 manner. The Accounting Clerk processes the payments that have been coded for
 payment through online bill payment by downloading a list of creditors to be paid from
 the bank. The payment date and amount due is then entered for each vendor and
 imported back to the bank. A confirmation number is provided for each payment and

that is recorded on the Accounts Payable coding stamp on each invoice. The online payment report and the Accounts Payable Posting Journal that is created through this process is forwarded to the Treasurer for initial and approval. The invoices that support the reports are reviewed and initialed by the Treasurer in the same manner as invoices paid by cheque.

Any invoices over \$10,000.00 shall be reviewed and initialed by the Mayor.

The Accounts Payable Clerk will then submit a monthly Purchases Journal report of paid invoices for review and approval at the first Council meeting of every month.

4.3 Parchase Orders

In keeping with the Township's Purchasing Policy, Purchase Orders shall be issued as follows:

- a) Purchase Orders are required for all purchases over \$50.00 including credit card purchases.
- b) Purchases are to be made from approved vendors only.
- c) Department heads may issue a Blanket Purchase Order on a monthly basis to vendors in which frequent incidental purchases need to be made, e.g. local hardware store. Employees are required to reference the Blanket PO number when making these purchases.
- d) Completed Purchase Orders are to be submitted to the Accounts Payable Clerk on a weekly basis who will then match the invoices to the corresponding PO.

4.4 Expense Claims

The Township will reimburse employees and members of Council for authorized expenses incurred while fulfilling their responsibilities in accordance with the Working Conditions Policy and the Council Renumeration Policy.

Expense reimbursement shall be requested using the Record of Expenses form. Original invoices shall be attached to the Expense Claim form. Claims without support will only be processed with the written approval of the Clerk-Administrator.

Expense claims shall be approved as follows:

- a) Department heads will approve expenses for the employees of that department;
- The Clerk-Administrator will approve expenses for department heads and the administrative staff in the office; and
- c) The Mayor will approve expenses for the Clerk-Administrator.

Incidental expenses such as personal recreation, movies, snacks, alcoholic beverages or any other personal expense **will not** be reimbursed. This includes personal travel while on Municipal business and travel expenses for family members.

4.5 Credit Cards

Credit cards may be issued to employees if the operational need can be substantiated based on need and convenience. The Treasurer is the delegated authority to issue additional cards if there is an operational need.

The original receipt and invoice shall be coded by the department head and provided to the Accounts Payable clerk. It shall be clearly marked "VISA" with the cardholders' name. These invoices will be matched to the monthly statement by the Accounts Payable Clerk.

The Accounts Payable Clerk will match all payments to the VISA statement and return the package to the cardholder for their approval. Ultimately the cardholder has the responsibility to ensure payments on their credit card are substantiated with supporting documents, relate to Township purchases, and follow Township policies.

The Point of Sale receipt does NOT constitute an invoice. Any purchases with credit cards shall be supported by an itemized invoice. If an itemized invoice is not available the expense must be approved by the Clerk-Administrator or in his / her absence the Treasurer.

4.6 Forms

Appendix 1 -- EFT Payment Application Form

Appendix 2 - Purchase Order

Appendix 3 - Record of Expenses

Appendix 4 - Accounts Payable stamp



Township of Sables-Spanish Rivers EFT Payment Application Form

Payee / Company Name	
Payee / Company Name:	_
Address:	_
City: Province: Postal Code:	
Telephone: Contact Name;	
	7
Email address for Payment Remittance Advice:	
Financial Institution Information	
Financial Institution Name:	
A 24	
Address:	
Institution # Branch # Account # (3 digits) (5 digits)	
(3 digits) (5 digits)	
*Note: A Void Cheque or a Letter of Account from your Financial Institution must be included to process payme	nt
EFT Payment Authorization	
I have authority to bind my company to this agreement	
Name: Title:	
Phone: Date:	
Authorized Signature:	
Submit Completed Form and Voided Cheque by Mail/Fax or Email	
I hereby authorize The Township of Sables-Spanish Rivers, through the Royal Bank of Canada, to deposit our pays the bank account indicated.	nents to
I will advise Accounts payable of any change in banking details, e-mail address etc. The authorization is to remain in effect until I cancel in writing with the signature of an authorized signing off	icar
Supplier to attach a void cheque, or EFT confirmation letter from your financial institution and remit to:	icer.
The Township of Sables-Spanish Rivers - Attn: Accounts Payable	
11 Birch Lake Rd, MASSEY, ON POP 1P0 Tel: (705)865-2646 Fax: (705)865-2736	
Email: accountspayable@sables-spanish.ca For Office Use Only:	
Por Office Use Only:	an
Vendor Number:	
Completed By: Date:	
Reviewed By: Date:	



TOWNSHIP OF SABLES-SPANISH RIVERS

11 Birch Lake Road Massey, ON P0P 1P0

VENDOR

Telephone: 705-865-2646 Fax: 705-865-2736

PURCHASE ORDER

PO# G01 DATE:

SHIP TO

Name:			Name:	Sables-Spanish Rivers Township Office			
Address: City: Phone:	Prov:	Code:	Address: City: Phone:		Prov:	Code:	
Qty	······································	(tem/Description	<u> </u>		Unit Price	TOTAL	
			······				
					, , , , , , , , , , , , , , , , , , , ,		
Dept Head Appro	oval	Signature					

Notes/Remarks

- 1. Deliver no goods without Purchase Order.
- Acknowledge receipt of this order specifying prices and a definite shipping date.
- 3. Make no substitute or changes without authority from us.
- We reserve the right to cancel this order if shipment is not made as promised.
- 5. This order must not be billed at higher prices than quoted.
- Payment will be made within 30 days following receipt of goods and invoice.
- 7. All goods shipped at risk and expense of supplier. No C.O.D accepted unless authorized.

Appendix 3 RECORD OF EXPENSES

NAME:

Г		. 1	 					
TOTAL								
OTHER	Specify							
WAGE								
MEALS ACCOMODATIONS	Attach Receipts							
MEALS	Attach Receipts							
	TOTAL							
	RATE							
TRAVEL	Χ							
	LOCATION					-		
DATE								TOTALS

SIGNATURE:

Dept Head	
Treasurer	
Account #	
_	
1 -~~	
-	
<u> </u>	
Cheque #	,
Dale Paid _	

BYLAW NUMBER 2020- 29

Being a Bylaw to Adopt a Council Technology Policy

WHEREAS Section 10 of the Municipal Act, 2001 as amended, authorizes municipalities to pass bylaws regarding the accountability and transparency of the municipality and it operations;

AND WHEREAS it is deemed expedient to provide for a council technology policy for the issuance of technology equipment and software;

NOW THEREFORE the Council of the Corporation of the Township of Sables-Spanish Rivers ENACTS AS FOLLOWS:

1_	THAT the Council Technology Policy i Schedule "A" to this bylaw;	s hereby ad	lopted and attach	ed hereto as	
2.	THAT this bylaw shall come into force	upon the th	and final reac	ling.	
READ	a pirst and second time this 22nd	DAY OF	July	, 202	20.
		() MAYO	In Moh. DR-L. GAMBLE	-	
		clerí	J. J. C. K. SLOSS)	
READ	A THIRD AND FINAL TIME AND PASSED IN C	OPEN COUNC	CNL THIS 22nd	day of	

2020.

July

MAYOR -- L. GAMBLE

CLERK - K. SLOSS

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS COUNCIL TECHNOLOGY POLICY

Part 1 Purpose

- 1.1 To establish the standard for technology equipment and software for municipal councillors;
- 1.2 To ensure councillors have access to the technology necessary to perform their official functions;
- 1.3 To ensure municipal Information Technology programs run effectively and efficiently;
- 1.4 To ensure security of municipal information and processes.

Part 2 Definitions

- "Administration staff" an employee of the Township Office administration staff
- "Councillor"/ "Elected Official" a member of Council of the Township of Sables-Spanish Rivers
- "FIPPA" Freedom of Information and Protection of Privacy Act and regulations
- "MFIPPA" Municipal Freedom of Information and Protection of Privacy Act and regulations
- "Municipality" -- the Township of Sables-Spanish Rivers

Part 3 Policy

Technology resources shall be provided to members of Council to improve productivity of municipal business activities and enhance communication effectiveness. Councillors shall use the technology equipment provided by the Municipality to conduct any municipal business. The quality of the equipment shall be of a high enough standard that it will last through the four-year term and well beyond. Where product accommodations are required, Administration staff shall work with the elected official to ensure technology is accessible.

Part 4 Rationale

- 4.1 Elected officials have a high standard of responsibility when utilizing technology to conduct municipal business and fulfill their responsibilities. Legislation, policy and codes exist which speak to conduct and privacy standards which must be upheld by municipally elected officials.
- 4.2 Elected officials are responsible to:
 - 4.2.1 prepare for meetings;
 - 4.2.2 review documents;
 - 4.2.3 participate in meetings using several mediums;
 - 4.2.4 communicate with colleagues, constituents, municipal staff and partners.

4.3 All of these activities require the use of technology and associated software programs. Municipalities have legislative standards with respect to managing all the information of and records pertaining to municipal operations. Therefore, it is appropriate to standardize the provision of technological resources required by elected officials in the execution of their duties

Part 5 Equipment

The standard for technology equipment and software for Council members shall be established by Administration staff in consultation with the municipality's IT Service provider. Council members shall be issued appropriate equipment and software; upon signing and submission of the Confirmation of Receipt and Understanding, attached hereto as Appendix 1. Administration staff will review the equipment for continued suitability, as required.

Part 6 Ownership

All equipment and documents/media contained therein shall be owned by the Township of Sables-Spanish Rivers, and shall be returned to the Township at the end of the Councillor's term if not re-elected or such time as the Councillor vacates their seat on Council.

Part 7 Care and Service

Municipally-owned equipment shall be serviced only through the Township's IT services.

Part 8 Acceptable/Unacceptable Use

- 8.1 Members of Council are expected to use technology resources in an acceptable manner as defined in this policy. Any use of the Township of Sables-Spanish Rivers technology resources that breaches this policy will be considered to be misconduct. Breaches may be reviewed and may result in action being taken, up to and including loss of use of municipal technology resources, seeking restitution, commencement of civil action, criminal prosecution or any combination thereof.
- 8.2 No Council member shall use the technology made available to them by the Township in a manner which compromises the security of the Municipality's systems or information or contravenes Federal, Provincial, Municipal legislation and policy.
- 8.3 Councillors shall act in accordance with the Council Code of Conduct, Council -Staff Relations Policy and Harassment and Violence in the Workplace Policy.
- 8.4 It is a breach of this policy to purposely access, display, upload, download, view, read, transmit, circulate, save, store, distribute or possess any form of material of a nature that is pornographic, sexual, or erotic; obscene, lewd, offensive, or harassing; promotes violence, hatred, abuse or neglect. In this context, "pornographic, sexual or erotic" can include but is not limited to, all forms and degrees of nudity, whether complete, partial, scantily attired, veiled or otherwise suggested; depictions of sexual activity; any images or text that are explicit or suggestive in nature. It is also unacceptable to access/receive streaming audio/video files,

dating services, escort services, Internet gaming, gambling and other types of personal referral services for purposes unrelated to municipal business.

Part 9 Responsibilities

- 9.1 Councillors are responsible for reporting any equipment problems, damage or loss to the Administration department. Councillors may be held responsible for costs related to repairs or replacement of damaged municipally issued equipment as a result of their reckless or negligent actions.
- 9.2 Administration staff is responsible for supplying hardware equipment, installing and removing software, maintenance, and updating the equipment. Administration staff will also be responsible for ensuring that Councillors are trained and have knowledge of how to use equipment.

Part 10 Security

- 10.1 The equipment issued is for municipal use only; no one who is not a Councillor or Administration staff, shall be permitted to use or access this technology. Councillors shall agree to protect and secure the equipment and its contents and keep their passwords secure.
- 10.2 All information contained on this equipment is considered a municipal record and is property of the Township of Sables-Spanish Rivers. As such, it is subject to FIPPA and MFIPPA legislation and regulations.
- 10.3 Installing software that is not supported by and/or without the authority of the Township is prohibited.
- 10.4 Councillors shall receive all municipally-related correspondence via a township-issued email address accessed on the technology device.

The Corporation of the Township of Sables-Spanish Rivers Council Technology Policy

CONFIRMATION OF RECEIPT AND UNDERSTANDING

I,(print name)	have received the technology equipment, issued by the
Township of Sables-Spanish Rivers,	and hereby agree to the terms and conditions of its use as
outlined in this policy.	
Council monkey's Signature	
Council member's Signature	Date
Issuer – Print Name and Signature	

BYLAW NUMBER 2020 - 30

Being a Bylaw to Amend the Property Standards Bylaw

WHEREAS under Section 15.1(3) of the *Building Code Act*, S.O. 1992, c.23, a Bylaw may be passed by the Council of a municipality prescribing the standards for the maintenance and occupancy of property within the municipality provided the official plan for the municipality includes provisions relating to property conditions;

AND WHEREAS the Official Plan for The Township of Sables-Spanish Rivers includes provisions relating to property conditions;

AND WHEREAS Bylaw 2014-28 has been passed for the purpose of establishing standards for the maintenance and occupancy of property within the municipality;

AND WHEREAS it is deemed desirable to amend Bylaw 2014-28;

NOW THEREFORE the Council of the Corporation of the Township of Sables-Spanish Rivers ENACTS AS FOLLOWS:

- 1. Notwithstanding Section 6.03(1), the Officer may commence an action without the receipt of a signed written complaint, and may initiate an investigation where it is evident that there is non-compliance respecting the following:

 Section 2.02 Yards:
 - 2)(c) excessive growth of grass and brush, and trees, bushes, and hedges, including any branches or limbs thereof, which are dead, decayed or damaged, in relation to the neighbouring environment.
- This Bylaw hereby amends Bylaw 2014-28.

READ A FIRST AND SECOND TIME THIS 22nd DAY OF July, 2020.

MAYOR - L. GAMBLE

TLERK - K SLOSS

READ A THIRD AND FINAL TIME AND PASSED IN OPEN COUNCIL THIS 22nd DAY

OF July , 2020.

R - L. GAMBLE

CLERK - K STOSS

BYLAW NUMBER 2020- 31

Being a Bylaw to amend Zoning Bylaw 2010-51, the Comprehensive Zoning Bylaw for the Township of Sables-Spanish Rivers

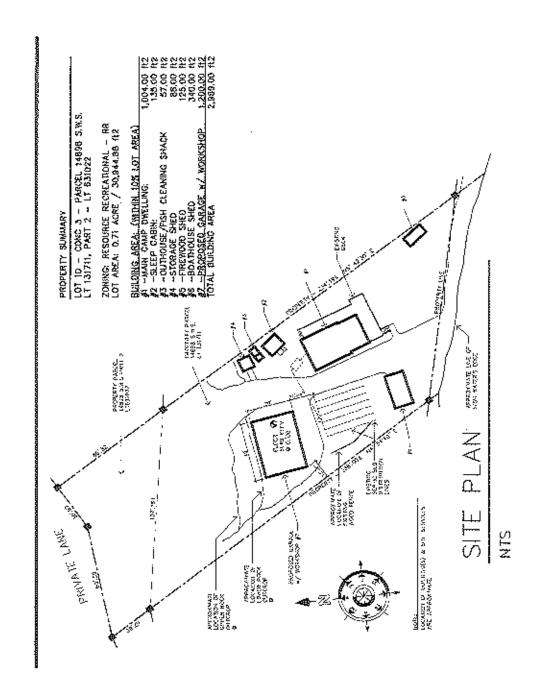
WHEREAS authority is granted under Section 34 of the Planning Act, 1990, R.S.O., as amended;

AND WHEREAS Council deems it appropriate to rezone to allow for reduced height and setback requirements;

NOW THEREFORE the Council of the Corporation of the Township of Sables-Spanish Rivers ENACTS AS FOLLOWS:

- The property described as Harrow Township, Concession 3, Lot 10, Parcel 14898, Plan 53R-11494 Part 2 as shown on the attached sketch- Schedule 'A' to this Bylaw, is hereby rezoned as follows:
 (i) Notwithstanding Section 5.6.2 of Zoning Bylaw 2010-51, the minimum interior side yard for an accessory building shall be no less than 3 metres;
 - (ii) Notwithstanding Section 5.6.2 of Zoning Bylaw 2010-51, the maximum building height for an accessory building shall be no greater than 7.9 metres;
- That Schedule 'A' shall form part of this bylaw;
- That this bylaw shall take effect subject to the requirements of the *Planning Act*.

EAD A FIRST AND SECOND TIME THIS $ _ 22$	nd DAY OF <u>July</u> , 2020
	MAYOR - L. GAMBLE
	CLERK - K. SLOSS
EAD A THIRD AND PINAL TIME AND PASSED , 2020.	IN OPEN COUNCIL THIS 22nd DAY OF
	Tale Part
	MAYOR—L GAMBLE



BY-LAW NUMBER 2020-32

BEING A BY-LAW TO PROVIDE FOR DRAINAGE WORKS IN THE TOWNSHIP OF SABLES-SPANISH RIVERS IN THE DISTRICT OF SUDBURY

WHEREAS by Bylaw 2020-11 the council of the Corporation of the Township of Sables-Spanish Rivers in the District of Sudbury appointed K Smart Associated Limited as engineers to prepare a report under Section 76 of *Drainage Act, 1990*, to correct the assessment schedule for maintenance and repair on the McGregor Drain;

AND WHEREAS a brief description of the McGregor Drain is as follows: The lands affected are in the geographic township of Salter, Section 28, Section 29, Section 31, Section 32, Section 33, Broken Front Concession Lot 13, Lot 14, Lot 15, Lot 16, Lot 17, and Part of Lot 18;

AND WHEREAS the council of the Corporation of the Township of Sables-Spanish Rivers has procured a report made by K Smart Associates Limited, and the report is attached hereto and forms part of this bylaw;

AND WHEREAS the estimated total cost of preparing the report under Section 76 of *Drainage* Ast, 1990 to correct the assessments for future maintenance is \$16,950.00 (Sixteen thousand, nine hundred and fifty Dollars);

AND WHEREAS \$2,400.00 (Two thousand, four hundred Dollars) is the amount to be contributed by the municipality for the drainage works report;

AND WHEREAS the council is of the opinion that the drainage of the area is desirable;

NOW THEREFORE the Council of the Corporation of the Township of Sables-Spanish Rivers, under the *Drainage Act, 1990*, as amended, ENACTS AS FOLLOWS:

- 1. THAT the report dated May 29, 2020, complete with Addendum No. 1, dated June 1, 2020 and attached hereto is adopted and the drainage works as therein indicated and set forth is hereby authorized and shall be completed in accordance therewith.
- THAT for paying the amount of \$16,950.00, being the amount assessed upon the land and roads belonging to or controlled by the municipality for the preparation of this report, a special rate sufficient to pay the amount assessed plus interest thereon shall be levied upon the whole rateable property in the Township of Sables-Spanish Rivers in each year for one year after the passing of this bylaw to be collected in the same manner and at the same time as other taxes are collected.
- 3. All assessments of \$200,00 or less are payable in the first year in which the assessment is imposed.
- 4 THIS By-Law shall be enacted and come into effect upon the third and final reading.

RËAD A FIRST AND SECOND TIME THIS 22ND DAYOF JULY, 2020.

PROVISIONALLY ADOPTED THIS 22ND DAY OF JULY, 2020.

MAYOR Leslie GAMBLE
DEPUTY MAYOR Glenda MASSICOTTE

CLERK-ADMINISTRATOR Kim SLOSS

read a third and final TIM	E AND PASSED IN OPEN COUNCIL THIS
DAY OF	·
	MAYOR Leslie GAMBLE
	DEPUTY MAYOR Glenda MASSICOTTE
	CLERK-ADMINISTRATOR Kim SLOSS

ENGINEERING REPORT

For

MCGREGOR DRAIN

Township of Sables-Spanish Rivers

(Geographic Township of Salter)

District of Sudbury

Date: May 29, 2020

File No. 20-119



TABLE OF CONTENTS

1) EXECUTIVE SUMMARY	1
2) BACKGROUND	1
3) DRAINAGE HISTORY	.,2
4) AUTHORITY FOR REPORT	2
5) WATERSHED DESCRIPTION	2
6) EXISTING DRAIN	
6.1) Drain Stations	2
6.2) Drain Descriptions	
6.3) Culverts	
7) DRAWINGS	
7.1) Drain Location and Watershed Plan	4
7.2) Alignment of Drains	4
8) COSTS	4
8.1) Engineering Cost Estimate	4
8.2) Estimate of Section 73 Costs	
8.3) Harmonized Sales Tax	
8.4) Estimated Cost Summary	
9) ASSESSMENTS	5
9.1) Calculation of Assessments	5
9.2) Benefit Assessments (Section 22 and 24)	5
9.3) Outlet Liability Assessments (Section 23)	7
10) ASSESSMENT SCHEDULES	7
10.1) Schedule A - Schedule of Assessments	
10.2) Schedule B - Schedule of Assessment for Maintenance	
11) MAINTENANCE	8
11.1) Culver's	8
11.2) Access and Obstructions	
11.3) New Connections	
11.4) Landowner Inspection of Drain	9
11.5) Pallution	
11.6) Updating Future Maintenance Schedules	
12) PRIVACY OF LANDS.	. 9
13) BYLAW	19
,	
SCHEDULE A - SCHEDULE OF ASSESSMENTS	

SCHEDULE A - SCHEDULE OF ASSESSMENTS SCHEDULE B - SCHEDULE OF ASSESSMENTS FOR MAINTENANCE

APPENDIX A - CALCULATION OF ASSESSMENTS

DRAWINGS 1 TO 2

Definitions:

- "Act" means The Drainage Act RSO 1990
- "CSP" means "Corrugated Steel Pipe"
- "Drain" means McGregor Drain
- "Grant" means Agricultural Drainage Infrastructure Program
- "HDPE" means "High-Density Polyethylene"
- "Ministry" means The Ministry of Agriculture, Food and Rural Affairs
- "Municipality" means The Township of Sables-Spanish Rivers
- "Township" means the Geographic Township.
- "Tribunal" means Agriculture, Food and Rural Affairs Appeal Tribunal

Kitchener, ON N2R 1H6

June 1, 2020

File No. 20-119

Tel: 519-748-1199

Fax: 519-748-6100

ADDENDUM NO. 1

McGREGOR DRAIN

Township of Sables-Spanish Rivers

Chapter 5, Page 2 - Watershed Description

When preparing the bylaw, please replace the existing Section 5 with the following:

"The watershed, as defined in this report, was established based on the 1973 report, the Mamontow Drain report, aerial photography, topographic maps and available digital elevation model data.

After reviewing the 1973 report, significant changes to the watershed were done. The Mamontow Drain D, E and F (1980) watersheds were also added to the McGregor Drain major watershed since McCormick Lake outlets into the McGregor Drain A. The Engineer is required under the Drainage Act to include all land in the watershed in the assessment schedule. While they were not included in the original report is unknown, the Engineer is obligated now to add them. As they are only part of Interval 1 only work done, Interval 1 will be assessed to the expanded watershed. For this reason, the lands added to the watershed are assessed at a lower rate.

There are 669.2 hectares of land affected by the Drain. The watershed is composed of approximately 14% agricultural lands, 85% forest lands and 1% roads.

Land use in the watershed is predominantly forested with some agricultural land."

All of which is respectfully submitted.

K. SMART ASSOCIATES LTD.

Neal Mourie

N. Morris, P. Eng.

May 29, 2020

File No. 20-119

Tel: (519) 748-1199

Fax; (519) 748-6100 www.ksmart.ca

MCGREGOR DRAIN

Township of Sables-Spanish Rivers

1) EXECUTIVE SUMMARY

This report is prepared according to Section 76 of the Drainage Act RSO 1990 (the Act).

On March 13, 2020, K. Smart Associates Limited was appointed by the Township of Sables-Spanish Rivers Council, Bylaw 2020–1, to prepare a report on the McGregor Drain, according to Section 76 of the Act.

The primary objective of this report is to update maintenance schedules and confirm watershed boundaries and maintenance provisions. The estimated cost of this report is \$16,950.

The total drain length for maintenance purposes is 3090m.

The watershed served is approximately 669 hectares (1653 acres).

Assessment schedules are provided to distribute the cost of this report and maintenance of the drainage works.

- Schedule A shows the assessment of the report cost.
- Schedule B will be used for prorating maintenance cost.
- Appendix A illustrates the calculation of the assessments outlined in Schedule B.

2) BACKGROUND

The McGregor Drain was initially prepared by J.K.Young June 8, 1973. The proposed work involved 9,260 feet of open drain and brushing at the outlet. The original McGregor Drain consists of Drain A, B, C and D. The McGregor Drain outlets into the Spanish River.

3) DRAINAGE HISTORY

To my knowledge, the McGregor Drain 1973 report was never updated under the Drainage Act until this report.

4) AUTHORITY FOR REPORT

On March 13: 2020, K. Smart Associates Limited was appointed by the Township of Sables-Spanish Rivers Council, Bylaw 2020-11, to vary the original assessments and to prepare a report on the McGregor Drain, according to Section 76 of the Act. This report provides only for the major watershed boundary, maintenance provisions and maintenance schedules.

5) WATERSHED DESCRIPTION

The watershed, as defined in this report, was established based on the 1973 report, the Mamontow Drain report, aerial photography, topographic maps and available digital elevation model data.

After reviewing the 1973 report, significant changes to the watershed were done. The Mamontow Drain D, E and F (1980) watersheds were also added to the McGregor Drain major watershed since McCormick Lake outlets into the McGregor Drain A. The engineer is required under the Drainage Act to include all land in the watershed in the assessment schedule. While they were not included in the original report is unknown, the engineer is obligated now to add them. As they are only part of interval 1 only work done, interval 1 will be assessed to the expanded watershed. For this reason, the lands added to the watershed are assessed at a lower rate.

There are 669.2 hectares of land affected by the Drain. The watershed is composed of approximately 14% agricultural lands, 85% forest lands and 1% roads.

Land use in the watershed is predominately forested with some agricultural land,

EXISTING DRAIN

6.1) Drain Stations

The following table converts the historic drain stations into meters for this report.

Reference stations:

Drain	1973 report (feet)	2020 герогt (m)
	0+00	0+000A
	9+10A	0+277A
Drain A	17+40A	0+530A
Diam A	22+50	0+686A
	40+40	1+231A
	46+70	1+423A

Drain	1973 report (feet)	2020 report (m)
	55÷00	1+676A
Drain B	0+00	0+000B
Liam b	6+50	0+198B
	0+00	0÷000C
Drain C	18+50	0+564C
	24+60	0+750C
Drain D	0+00	0+000D
Dialit D	15+30	0+466D

6.2) Drain Descriptions

The Drain A is 1,676m long and runs northwesterly with its outlet into the Spanish River. Three branches enter the drain at stations 0+277A (Drain D), 0+530A (Drain B and C). The 1973 drain report establishes Drain A to be an open drain with a 3 foot (0.9m) bottom with 1,5:1 side slopes. The grade varies from 0,10% to 1,45%,

Drain B is a 198m long open drain. It runs north to south and enters Drain A at station 0+530A. The upstream portion has a grade of 1.35%, while the downstream portion is set at 0.35%.

Drain C is 750m of open ditch, which splits its grade direction at station 0+564C. At this high point, water is conveyed south to River Rd or west then north to Drain A.

Drain D is 564m of open ditch with minimal grades of 0.10% and 0.30%. It enters Drain A at station 0+277A.

6.3) Culverts

The following table identifies all recommended property specific culvert sizes that are to be maintained as per the maintenance provisions in this report.

Figure 6.3-1: Summary of Culverts

Roll Number or Road	Recommended Minimum Size	Responsibility
003-22300	900mm CSP or 750mm HDPE (9m long)	Drain
003-22301 003-22315 003-22320	600mm CSP or 450 HDPE (9m long)	Drain
003-22400 003-22500	1000mm CSP or 900mm HDPE (9m long)	Drain
003-22600 003-22700 003-22701	1900mm CSP or twin 1600mm CSP (9m long)	Drain

7) DRAWINGS

7.1) Drain Location and Watershed Plan

The location of the McGregor Drain and the affected properties are shown on Drawing No. 1, and an enlargement of the upstream portion of Drain A, including Drains B, C and D, is shown on Drawing No. 2. Both Drawings are included in this report.

7.2) Alignment of Drains

For maintenance purposes, the drain location shown on Drawing No. 1 and 2 is based on the current governing report.

In the absence of survey bars, existing fences and similar boundary features are assumed to represent property lines. Should landowners desire a more precise location for the drains concerning their property line or if there is a dispute about the location of any property line, it is recommended that landowners obtain a legal survey at their own cost before maintenance work.

8) COSTS

8.1) Engineering Cost Estimate

Engineering costs include report preparation, preparing the new future maintenance and assessment schedules and attending the Council meeting to consider report and Court of Revision.

The cost for report preparation is usually not altered after a project unless the report is referred back, or the report is appealed to the Drainage Tribunal, which would result in additional costs. The amount shown for meetings is an estimate. The final cost will be based on the actual time required for meetings. Engineering costs are summarized in Figure 8.4-1 Estimated Cost Summary.

8.2) Estimate of Section 73 Costs

Section 73(2) and 73(3) of the Act direct that the cost of services provided by municipal staff and the Council to carry out the Act process shall not form part of the final cost of the Drain report. However, Section 73(1) outlines that the following costs incurred by the Municipality can be included in the cost of the Drain report: "cost of any application, reference or appeal and the cost of temporary financing." The estimate of Section 73 costs is included to cover the cost of carrying out the required procedures under the Act.

8.3) Harmonized Sales Tax

The Harmonized Sales Tax (HST) will apply to most costs on this project. The Municipality is eligible for a partial refund on HST paid, the net 1.76% HST is included in the cost estimates in this report.

8.4) Estimated Cost Summary

Figure 8.4-1 Estimated Cost Summary

ENGINEERING	COSTS		
	Report Preparation	13,350	
	Consideration of Report Meeting (1 meet	ting) 1,500	
	Court of Revision (1 meeting)	1.500	
	Net HST (1.76%)	295	
TOTAL ENGINE	ERING COSTS:		\$16.645
SECTION 73 CO	OSTS		
	Printing	300	
	Net HST (1.76%)	5	
TOTAL SECTIO	N 73 COSTS:		\$305
	TO	TAL ESTIMATED COST:	\$16,950

9) ASSESSMENTS

The Drainage Act requires that the total estimated cost be assessed to the affected lands and roads under the categories of Benefit (Section 22), Outlet Liability (Section 23), Injuring Liability (Section 23), Special Benefit (Section 24) and Increased Cost (Section 26). On this project, assessment for Benefit and Outlet Liability is involved.

9.1) Calculation of Assessments

The method of calculating the assessments for the Drain is illustrated in Appendix A, which has been included in this report. Appendix A divides the Drain into intervals. The estimated cost for each interval is then determined. For each interval, the first step in the assessment calculation is to determine the benefit assessment to the affected lands and roads, then special assessments to roads and utilities are determined, where applicable. After deducting the total benefit and special assessments from the interval cost, the balance of the cost is then assessed as outlet liability on a per hectare basis to all lands and roads in the watershed.

9.2) Benefit Assessments (Section 22 and 24)

Section 22 benefits were calculated for lands that benefit from the existence of the Drain and are not proportional to the watershed area. Where applicable, Section 22 benefits have been included in the maintenance schedule.

Table 9.2-1 - Benefit Assessments (Section 22)

TODIC J.Z-1 - Deligit Asse		/
Roll Number (Owner)	Location	Section 22
	Interval	
Drain A		1
003-22600	Interval 1	1,600
. 003-22700	Interval 1	1,500
003-22701	Interval 1	500
003-22400	Interval 2	1,500
003-22500	Interval 2	5,500
003-22300	Interval 3	3,100
003-22200	Interval 4	200
003-22300	Interval 4	3,700
Drain B		
003~22300	Drain B	1,200
003-22400	Drain B	1,200
Drain C		
003-22300	Interval 1	800
003-22301	Interval 1	2,700
003-22315	Interval 1	1,000
003-22320	Interval 1	800
003-22400	Interval 1	1,500
003-22300	Interval 2	2,200
Drain D		
003-22300	Drain D	6,500

Section 24 special benefit is assessed to lands for costs that do not affect the function of the Drain. As the work to update the schedules does not affect the function of the Drain, the Engineering/Report Preparation costs have been assessed as Section 24 special benefits based on the following table.

Table 9.2-2 - Special Benefit Assessments (Section 24)

Property Class	Assessment	Notes
Main watershed	~~~~~~ ***********************	<u> </u>
Small	200	Properties < 0.5ha
Large	800	Properties ≥ 0.5ha
Road, MTO, Railway	1125	1.3 of Total Assessment
McCormick Lake Watersho	ed	
Small	50	Properties < 0.5ha
Large	200	Properties ≥ 0.5ha

9.3) Outlet Liability Assessments (Section 23)

Section 23(3) of the Drainage Act states that outlet liability assessment is to be based on the volume and rate of flow of the water artificially caused to flow. Lands and roads in the watershed are assessed on a per hectare basis, with adjustments made to recognize the different amount of runoff generated by different land uses. The basis for the adjustments is 1 hectare of cleared agricultural land contributing both surface and subsurface water to the Drain. All lands that flow into McCormick Lake watershed has an additional 0.5 reduction in the runoff factor. Land uses with a different runoff rate are adjusted by the factors given in *Table 9.3-1 - Runoff Factors Table*.

Table 9.3-1 - Runoff Factors Table

Land Use	Runoff factor
Agricultural	1
Forest	0.5
Built-up	1.5 to 2.5
Gravel Road	2
Paved Road	3
McCormick Lake Watershed	0,5

10) ASSESSMENT SCHEDULES

In accordance with Section 74 of the Act, the Drain is to be maintained by the Municipality and the cost of maintenance assessed to lands and roads upstream of the maintenance location. In the assessment schedules, each parcel of land assessed has been identified by the municipal assessment roll number at the time of the preparation of this report. The size of each parcel was established using the assessment roll information. For convenience only, each parcel is also identified by the owner name(s) from the last revised assessment roll.

There are no grants available towards the cost of preparing a Section 76 report. However, maintenance costs may be eligible for the grant. Grant eligibility will be determined when actual costs are levied.

10.1) Schedule A - Schedule of Assessments

The estimated cost for this report is distributed among lands, roads and railroads/utilities, as shown in Schedule A, the Schedule of Assessments.

10.2) Schedule B - Schedule of Assessment for Maintenance

Schedule B amounts are not payable at this time, and they will be used to prorate maintenance costs. The amounts in Schedule B are derived from the cost distribution shown in Appendix A.

Schedule B is divided into columns to reflect the different drain intervals where maintenance work may be undertaken. These intervals assist in identifying upstream lands and roads to be assessed for maintenance. The percentages shown in Schedule B determine the share of maintenance to be levied on a property or road. For example, a \$1,000 beaver dam removal or tile repair will result in a \$50 assessment to a property with a 5% maintenance assessment.

A minimum assessment of 0.01% is to be applied to all lots in the watershed per interval.

11) MAINTENANCE

The following paragraphs apply for the maintenance of the Drain.

11.1) Culverts

- The costs of cleaning through all culverts shall be assessed as drain maintenance to upstream lands and roads.
- The cost for future structural repair, extension or replacement of road culverts will be assessed fully to the road authority.
- Each landowner shall have one access culvert per drain or branch that will be the responsibility of the "Drain." Any additional access culverts will be the responsibility for the "Owner"
- When the responsibility for an access culvert is designated in Table 6.3-1: Summary of Culverts as "Drain," the cost for repair or replacement shall be assessed 50% to the abutting landowner and the remainder to the upstream watershed. The cost of additional culvert length beyond that listed in Table 6.3-1 is assessed to the owner.
- When the responsibility for an access culvert is designated as "Owner," the cost for installation, repair, replacement and removal are the responsibility of the roll number listed in Table 6.3-1: Summary of Culverts.
- Culverts installed to service public utilities shall be assessed 50% to the utility and 50% to the affected land or road.
- Prior approval of the Municipality is required before a landowner installs a culvert
 not constructed under this report, and culvert shall be installed per sizing and
 design grade specified in this report. If culverts smaller than the minimum
 recommended size is installed, such culverts will be deemed an obstruction to
 the Drain and removed at the landowner's expense.

11.2) Access and Obstructions

According to Section 74 of the Act, a right-of-way along the drain and access routes to the Drain exist for the Municipality to maintain the Drain. The right-of-way for the Drain and the Drain shall remain free of obstructions. The cost of removing obstacles is the responsibility of the owner.

11.3) New Connections

Any landowner making a new connection to the Drain shall notify the Drainage Superintendent before making the connection. If the Drainage Superintendent is not notified, the cost to remedy new connections that obstruct or otherwise damage the Drain will be the responsibility of the owner.

11.4) Landowner Inspection of Drain

All parties affected by the Drain, are encouraged to periodically inspect the Drain and report any visible or suspected problems to the Municipality.

11.5) Pollution

The discharge of anything but clean, unpolluted water into a drain is regulated by other provincial legislation. Any non-compliance will be reported to the appropriate environmental agency.

11.6) Updating Future Maintenance Schedules

To ensure future maintenance assessments are equitable, the assessments provided in this report should be reapportioned under Section 65 when severances or amalgamations occur when new lands are connected to the Drain or when a land-use change occurs that can be accommodated by the existing Drain. If a future land-use change causes the drain capacity to be exceeded, a report under Section 4 or 78 may be required to provide increased capacity.

12) PRIVACY OF LANDS

Although a municipal drain is situated on the property of various landowners, one landowner may not enter another landowner's property through the drain. Persons authorized to enter private lands to carry out duties authorized under the Act include Engineers (or their assistants), Contractors (or their assistants) and the appointed Drainage Superintendents (or their assistants).

13) BYLAW

This report, including the assessment schedules, appendix and drawing(s), when adopted by bylaw in accordance with the Act, provides the basis for maintenance of the McGregor Drain. The 1973 J.K. Young report shall govern the McGregor Drain, grades, shapes and specifications.

All of which is respectfully submitted,

K, SMART ASSOCIATES LTD.

neal Mouris

N. Morris, P. Eng.

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			Approx	
		_	ha	Total (\$)
Con L	at Roll No.	Owner	Affected	
	(5218000)			
SEC 28	003-15000	M., C. & C. Burns	24.80	200
28	003-15500	R. & S. Duhamel	17.40	200
28	003-45600	M., C. & C. Burns	63,40	200
29	003-15780	R. & S. Duhamel	16.20	200
29	003-15800	Fisher Wavy Inc	48,60	200
29	003~16000	Fisher Wavy Inc	2.30	200
29	CROWN	MNRF	20.60	200
31	003-16708	B. Germain	14.70	200
32	003-17100	A. Martin	45,40	200
32	003-17200	A. & A. Martin	53.70	200
32	003-17300	A. & A. Martin	45.50	200
32	003-17400	B. Germain & R. Anderson	7.10	2,00
33	003-17600	Benesh Foods Limited	0.30	50
33	003-17700	A. Kuriakose	24.70	200
33	003-17800	A. & A. Martin	24.20	200
33	003-17900	K. & M. Muncaster	1,00	200
33	003-18000	A. Martel & K. Rogers	19.70	200
33	003-18050	A. Martel & K. Rogers	6.00	200
33	003-18100	H. Crabs	34.30	200
LOT Pt 13	003-22200	D. & S. Bracken	4.40	800
Pt 14	003-22300	C. Courtney & K. Majlloux	56.80	800
Pt 14	003-22301	В. Strange & C. Steenhorst	4.20	800
Pt 14	003-22315	G, & S. Constantin	3.40	800
Pt 14	003-22320	R, Shular	3.40	800
14	003-22400	R. & C. Seel	18.20	800
15	003-22500	C. & K. McKie	55.70	800
16	003-22600	L. & C. Gamble	17.50	800
17	003-22700	A. & L. Martin	18.70	800
17	003-22701	ට්. & D. Gravelle	1.10	800
Pt 18	003-22800	The PPSC 1 Co Inc	6,80	800
	otal on Lands:	-191000000-1-1	<u> </u> 660.10	12,450
Highway 17		MTO	3.30	1,125
River Road		Twp of Sables-Spanish River	0.20	1,125
David Smith Ro	සර	Twp of Sables-Spanish River	2,30	1,125
Railway	- -	Huron Central Railway (HCRY)	3.30	1,125
	otal on Roads:		9.10	4,500
	OTAL McGREG	OR DRAIN:	669.20	16,950
			200120	

Notes:

Roll numbers are per the Municipality's last revised assessment roll. Names are included for convenience.

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APPENDIX A - CALCULATION OF ASSESSMENTS FOR SCHEDULE B MEGREGOR DAMN Twp of Subfas-Spanish River

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THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

BYLAW NUMBER 2020 - 33

Being a Bylaw to Enter into an Agreement with Robert Murphy and Kathryn Descamps of Waterfalls Lodge

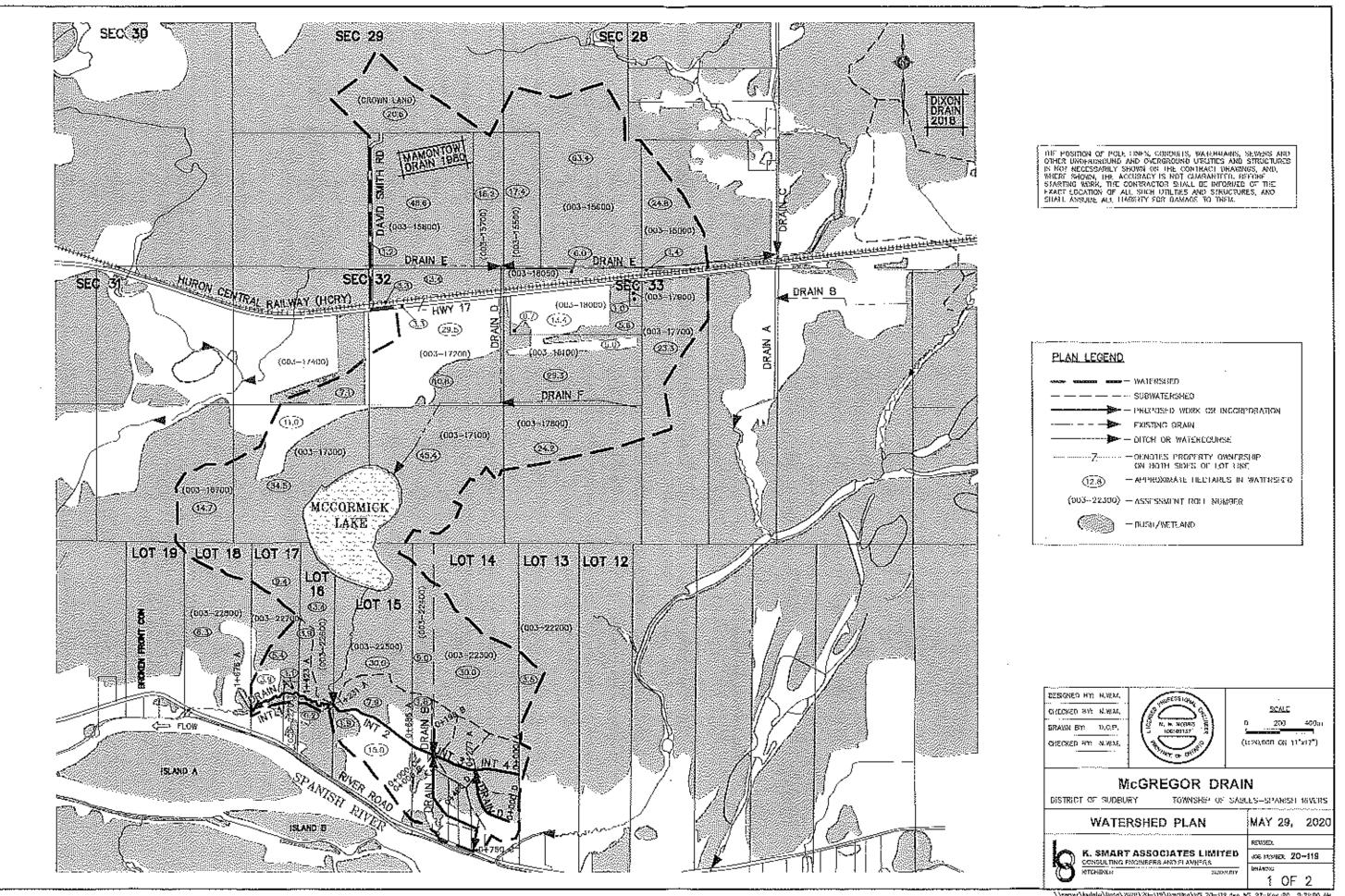
WHEREAS Section 10 of the Municipal Act 2001 as amended, provides the authority for this bylaw;

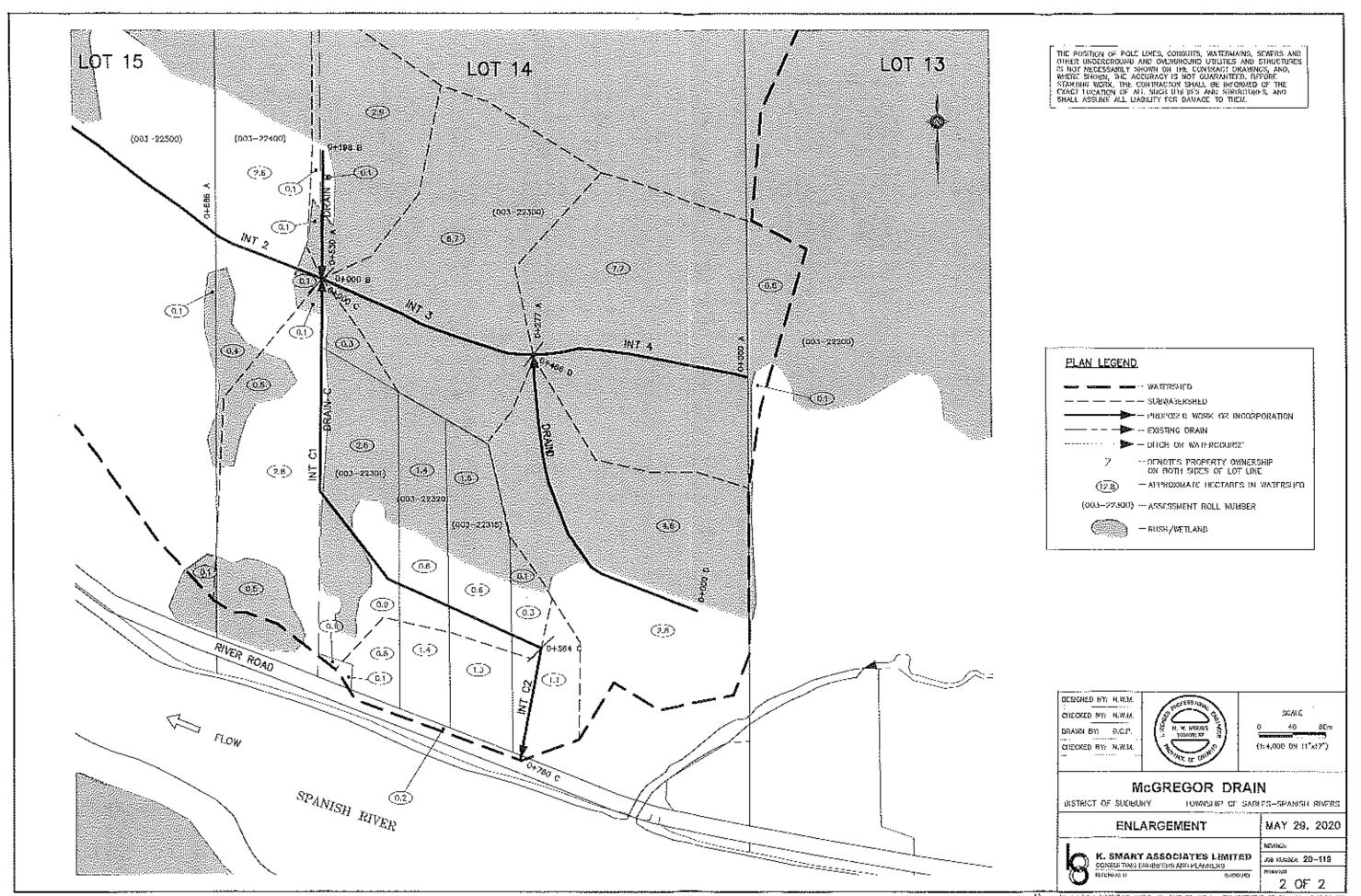
AND WHEREAS it is deemed desirable to enter into an agreement with Robert Murphy and Kathryn Descamps of Waterfalls Lodge, for the lease of property and operation of a public parking lot / boat launch facility;

NOW THEREFORE the council of the Corporation of the Township of Sables-Spanish Rivers enacts as follows:

- That the Lease Agreement, attached hereto as Schedule 'A' of this Bylaw be entered into;
- That the Mayor and Clerk be authorized to execute said agreement.

READ	A FIRST AND SECO	ND TIME THIS _	22nd	DAY OF	July	, 2020.
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LEASE AGREEMENT -

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THIS AGREEMENT made the	

BETWEEN

The Corporation of the Township of Sables-Spanish Rivers (hereinafter referred to as "the Township")

- and -

Robert Murphy and Kathryn Descamps (hereinafter referred to as "the Operator")

್ಟ WHEREAS the Township is the owner of property described as Part of the Southeast Quarter Section 18, Part 2 and 3 of Plan 53R-10107, Township of Victoria, shown on the attached Schedule A: to this agreement;

AND WHEREAS the Township and the Operator are desirous of entering into an agreement for the lease of the said property and operation of a public parking lot / boat launch facility to access Tube Lake from the property owned by the Township; NOW THEREFORE in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

PROPERTY LEASE

- The said property shall be leased to the Operator for a sum of one-dollar (\$1.00), for a period of five (5) years from the date of signing of this Agreement, after which time this Agreement may be re-negotiated if desired by both parties.
- The Operator shall use and occupy the building on said property as a dwelling house only and will not carry on or permit to be carried on therein any trade or business other than that of rental accommodation Unit #12 of Waterfalls Park Lodge. The Operator may remove rental Unit #12 at any time, at which time this agreement shall cease and become void. તાં
- The Operator shall pay all utilities, taxes and local improvements, and to repair from reasonable wear and tear; damage from fire, lightning or violent storms excepted. The Township may enter and view the state of repair and the Operator shall repair according to notice in writing, damage from reasonable wear and tear. m
- In the event of the destruction or partial destruction of the said building, the term of this agreement hereby granted shall be terminated. ব
- The Operator shalf repair and maintain the property at his own expense to comply with all building bylaws, Health Unit requirements and any other applicable legislation νń
- The Operator is the sole owner of all goods and chattels that are to be brought upon the property, and that they are free from any mortgage, lien or other charge. ø
- The Operator shall not do or permit to be done any act or thing which may make void any insurance upon any building, or part thereof, upon the said property, or which may cause any increased or additional premium to be payable for any such insurance. The Operator agrees to maintain payment of fire and liability insurance premiums. F~
- The Operator shall not allow any ashes, refuse, garbage or other loose material to accumulate in or about the building, yards or passages of said property, and will at all times keep the said property in a clean and sanitary condition. တ
- The Operator shall keep any sidewalks in front of and at the side of the said property free of snow and ice; and shall not injure or remove any shade trees, shrubbery, hedges or other tree or plant, and shall keep other sodded areas in good condition. ø

- Ŏ this Agreement. The Township shall be permitted to enter the property on non-performance of any part of
- := During the last two months of the term of this Agreement, any person or persons may inspect the said property, on producing a written consent to that effect signed by the Township.
- 12 The Township may place upon the said property at any time during the term of this Agreement that the said property is for sale, and within two months prior to the termination of this Agreement, may place a notice on the said property that it is to be let, and the Operator shall not remove such notices, or permit them to be removed
- ŭ The Operator shall indemnify and save harmless the Township against any and all claims, occupation of the within property. of action or damages which may hereinafter arise as a result of the Operator's
- <u>+</u> The Operator understands that the westerly property line may be subject to relocation, in order to accommodate the Tube Lake Dam Replacement project, at which time it may be necessary to amend 'Schedule A' to reflect the adjusted property boundary.

OPERATION OF A PUBLIC PARKING LOT / BOAT LAUNCH FACILITY

- 15. right of access to the boat launch ramp and parking area subject to the provisions of this In addition to clients of the Operators' business, the general public shall be granted the
- 9 The Operator shall construct and retain any ownership and be occupier of the wharves and docking facilities adjacent to the lands owned by the Township and shall not by wharves and docking facilities, nor be prohibited from launch ramp use reason only of this agreement, be prohibited from constructing further or calarging those
- 74 allowed to remain tied to said dock for consideration of extending said dock for launch ramp for the convenience of loading and unloading boats, but they must not remain there unduly at the inconvenience of other users of the facilities, nor shall they be allowed to remain tied to said dock for an extended period. Should traffic warrant The Operator shall maintain at his expense the docking facility for the use of users of the launch ramp new existing, and subject to any applicable approvals prior to construction. maintained by the Operator. Township may add additional docking facilities, subject to aforementioned uses. Location of said dock shall be immediately west of the the herein use, it shall be constructed and
- ፟ Operator and maintained at his expense, in such a manner as to maximize the use of the area of land remaining for parking, described to be approximately 200° x 100°. Such construction shall not interfere with the cottage located on the northerly portion of the The parking facilities for users of the boat launch ramp shall be constructed by the
- 9 ramp, a container suitable for the disposal of trash normally associated with outdoor eating and boating, and for the use by the public to dispose of the same being created while using the facilities or their boat, and solely for this purpose state of repair. in conjunction with his facilities, and shall be required to maintain said ramp in a good The Operator shall have the right to operate and use the boat launch facilitates ramp only The Operator shall also maintain at his expense and adjacent to the launch
- 20 campfires, or any form of unrelated use other than that which is intended and directed by as camping, sleeping overnight in vehicles, picnicking, cooking, making or lighting prescribed use of the facilities only, and that no form of other use shall be permitted, such Operator, to compensate him for the aforementioned maintenance and operation of the All users of the parking facility and the boat launch ramp may be charged user fees by the agreement, being that of parking and the access of boats to the water body named Payment of the user fees by the users of the facility entitles them to the

before April 30th of each year. The Township shall first approve the fees charged for this purpose and notices of the fees and this intention to charge the same must be clearly posted. Said fees to be established The fees for the year 2020 upon signing of this agreement, shall form the basis for future years, and shall be as follows: S5.00 (plus all applicable taxes) for use of the boat ramp for access to Tube Lake;

by the Operator may be given to users desiring to park for seven consecutive days or more when their intentions to do so are indicated at the onset of the use. All vehicles must be parked in the space allocated to the user by the Operator, in order to maximize use of the area. including parking of boat trailer and tow vehicle, inclusively for the day of access to Tube Lake. Should the user remain on the water body longer than the day access, the Vehicle parking shall be \$2.00 per day or any portion thereof. Special rate consideration S5.00 (plus all applicable taxes) for use of the boat ramp for removal from Tube Lake, Tube Lake. Should the user remain on the water body longer than the day access, vehicle left parked longer than the day access may be charged a daily rate for each day.

Establishment of subsequent years' fees shalf be based on the foregoing, with the annual consideration for increase or decrease not to exceed 10% in any one year. No additional fees shall be charged.

- æ E Notwithstanding Section 20 above, all public utility authorities, ie, Hydro One, B Canada, shall be granted access of the parking facility and boat launch tamp free 21;
- causes of action or damages which may hereafter arise as a result of use by the public of the lands aforementioned. The Township may notify the public to this effect by posting and save harmless the Township against all action or appropriate notice at the site if deemed necessary or desirable. The Operator shall indemnify 22
- A request for amendment to this agreement may be made by the Operator for such parts of this agreement where the rights and liabilities of the Township shall be in any way ä
- The Operator agrees to the registration of this Agreement on the title to the lands and that all associated costs shalf be the responsibility of the Operator. 섫
- This agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. 25.
- Termination of this Agreement by either party shall be upon one (1) year written notice. 26.

KOBEKI MUKTHY	KATHRYN DESCAMPS	THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS	MAYOR - LESLIE GAMBLE	
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