

# THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

REGULAR MEETING

PAGE 1

OCTOBER 14, 2020

**PRESENT: DEPUTY MAYOR:** Glenda MASSICOTTE  
**COUNCILLORS:** Kevin BURKE, Patricia HNATUIK, Cheryl PHILLIPS, Dale RIVERS, Susan SONNENBURG  
**CLERK-ADMINISTRATOR:** Kim SLOSS  
**ABSENT: MAYOR:** Leslie GAMBLE

Motion No: 2020-288  
 Moved By: D. RIVERS  
 Seconded By: D. SONNENBURG  
 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 at the Massey and District Community Centre & Arena;  
 AND THAT the minutes of the regular meetings of September 23, 2020 be approved.  
**CARRIED**

\*\*\*\*\*  
 The Deputy Mayor called for disclosure of pecuniary interest and none was declared.  
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Consent Motion No. 2020-289  
 Agenda – Moved By: K. BURKE  
 A1, C1, Seconded By: P. HNATUIK  
 G1 & G2 BE IT RESOLVED THAT items A1, C1, G1 and G2 contained on the consent agenda be adopted.  
**CARRIED**

A1-Cheque Motion No. 2020-290  
 Register Moved By: K. BURKE  
 Seconded By: P. HNATUIK  
 BE IT RESOLVED THAT the attached Cheque Register for the month of September 2020 totaling \$914,367.91 be approved as paid.  
**CARRIED**

C1-PW Motion No. 2020-291  
 Committee Moved By: K. BURKE  
 Mtg Report Seconded By: P. HNATUIK  
 BE IT RESOLVED THAT the Public Works Committee Meeting Report of October 7, 2020 be accepted.  
**CARRIED**

G1, G2- Motion No. 2020-292  
 2020-42- Moved By: K. BURKE  
 McGregor Seconded By: P. HNATUIK  
 Drain BE IT RESOLVED THAT THAT the following bylaws be read a first, second, third and final time and passed in  
 2020-43- open council:  
 water fees Bylaw 2020-42 – being a bylaw to provide for drainage works for the McGregor Drain;  
 Bylaw 2020-43 – being a bylaw to amend a schedule of use fees relating to water charges.  
**CARRIED**

Notice of Motion No. 2020-293  
 Intent- Moved By: S. SONNENBURG  
 Integrity Seconded By: K. BURKE  
 Commiss. BE IT RESOLVED THAT Council acknowledges and accepts the notice of intent of Integrity Commissioner,  
 Report Robert Swayze, to present a Report to Council at the next regular meeting on October 28, 2020.  
**CARRIED**

Ombudsman Motion No. 2020-294  
 Report Moved By: D. RIVERS  
 Seconded By: K. BURKE  
 WHEREAS the Municipal Act, 2001 S.O., Section 239.2(12) states that where a municipality receives a report from the Ombudsman reporting his or her opinion and the reasons for it, the municipality shall pass a resolution stating how it intends to address the report;  
 AND WHEREAS a report has been received for an investigation into a complaint about a closed meeting held by the Township of Sables-Spanish Rivers on September 25, 2019;  
 BE IT REOSLVED THAT Council intends to address the matters outlined in the report to provide for consistent open and closed session procedures, and that when a comprehensive review of our Procedural Bylaw is undertaken it will include provisions to accurately reflect closed session provisions.  
**CARRIED**

Tracks & Motion No. 2020-295  
 Wheels- Moved By: P. HNATUIK  
 Pynt of Seconded By: K. BURKE  
 Invoice BE IT RESOLVED THAT we approve payment of the attached invoice from Tracks & Wheels in the amount of \$2,153.69.  
**CARRIED**

# THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

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PAGE 2

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Municipal Act Section 356 Application	Motion No. 2020-296 Moved By: S. SONNENBURG Seconded By: D. RIVERS BE IT RESOLVED THAT pursuant to Section 356 of the Municipal Act, 2001, property taxes are apportioned for the 2020 taxation year as a result of natural severances, as per the attached schedule. <b>CARRIED</b>
Municipal Act Section 357 Application	Motion No. 2020-297 Moved By: K. BURKE Seconded By: P. HNATUIK BE IT RESOLVED THAT pursuant to Section 357 of the Municipal Act, 2001, taxes shall be adjusted as per the attached schedule. <b>CARRIED</b>
Covid-19 Staff Policy	Motion No. 2020-298 Moved By: P. HNATUIK Seconded By: S. SONNENBURG BE IT RESOLVED THAT the attached Covid-19 Staff Policy and Screening Flow Chart be accepted, to be used as a guideline and screening tool for the assessment of Covid-19. <b>CARRIED</b>
Fire Truck 400 Repairs	Motion No. 2020-299 Moved By: D. RIVERS Seconded By: K. BURKE BE IT RESOLVED THAT the quote in the amount of \$7,980.31, including applicable taxes, be approved for the repairs to the Fire Department Unit 400. <b>CARRIED</b>
RFP- Property Standards Enforce- ment	Motion No. 2020-300 Moved By: C. PHILLIPS Seconded By: S. SONNENBURG BE IT RESOLVED THAT Rainbow District Animal Services and By-Law Enforcement be requested to provide a proposal for Property Standards Bylaw Enforcement services to the Township. <b>CARRIED</b>
175 Spruce St. Demolition	Motion No. 2020-301 Moved By: D. RIVERS Seconded By: P. HNATUIK BE IT RESOLVED THAT Option B-Mechanical Abatement, be accepted for the demolition of the structure at 175 Spruce Street, Massey, with the Township's operator/excavator being utilized. <b>CARRIED</b>
ED Committee Mtg Report	Motion No. 2020-302 Moved By: D. RIVERS Seconded By: K. BURKE BE IT RESOLVED THAT the attached Economic Development Committee Meeting Report of September 22, 2020 be accepted. <b>CARRIED</b>
JL Richards Planning Services	Motion No. 2020-303 Moved By: K. BURKE Seconded By: D. RIVERS BE IT RESOLVED THAT we agree to a 6-month trial period for J.L. Richards & Associates Ltd. to provide land use planning advisory services based on hourly rates; AND THAT after 6 months, should it be determined to be more feasible to return to the annual service fee process for on-call planning consulting services, that staff be authorized to proceed. <b>CARRIED</b>
Bylaws 2020-25, 2020-41 – 1 <sup>st</sup> /2 <sup>nd</sup> Reading	Motion No. 2020-304 Moved By: C. PHILLIPS Seconded By: P. HNATUIK BE IT RESOLVED THAT the following bylaws be read a first and second time: Bylaw 2020-25 – being a bylaw to enact rules and regulations for all cemeteries owned and operated by the Township; Bylaw 2020-41 – being a bylaw to amend the Zoning Bylaw for the Township of Sables-Spanish Rivers. <b>CARRIED</b>

Bylaws 2020-25, 2020-41 – 3<sup>rd</sup>/Final Reading  
Motion No. 2020-305  
Moved By: P. HNATUIK  
Seconded By: K. BURKE  
BE IT RESOLVED THAT the following bylaws be read a third and final time and passed in open council:  
Bylaw 2020-25 – being a bylaw to enact rules and regulations for all cemeteries owned and operated by the Township;  
Bylaw 2020-41 – being a bylaw to amend the Zoning Bylaw for the Township of Sables-Spanish Rivers.  
**CARRIED**

Closed Session  
Motion No. 2020-306  
Moved By: K. BURKE  
Seconded By: S. SONNENBURG  
BE IT RESOLVED THAT we move into closed session pursuant to Section 239(2)(b) of the Municipal Act to consider personal matters about identifiable individuals including municipal and local board employees, respecting Public Works and office employees.  
**CARRIED**

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*Motions 2020-307 and 2020-308 were dealt with in closed session and are sealed and filed in the office of the Clerk.*  
\*\*\*\*\*

Open Session  
Motion No. 2020-309  
Moved By: D. RIVERS  
Seconded By: P. HNATUIK  
BE IT RESOLVED THAT this closed session be adjourned and the regular meeting resumed at 7:56 p.m.  
**CARRIED**

Motion No. 2020-310  
Moved By: S. SONNENBURG  
Seconded By: P. HNATUIK  
BE IT RESOLVED THAT the time is 7:58 p.m. and this meeting be adjourned until the next regular meeting or call of the Chair.  
**CARRIED**

DEPUTY MAYOR – G. MASSICOTTE

CLERK-ADMINISTRATOR – K. SLOSS

## Accounts Payable Cheque Register Report - Payroll &amp; AP-1009588

For The Date Range From 9/05/20 To 10/09/20

For All Vendors And For Outstanding, Cleared Cheques - Computer Generated, Hand Written, eCheque

Cheque # / eCheque ID	Type	Date	Vendor	Name	Amount	Status
25690	C	9/14/20	1	1624987 Ontario Inc	\$10.00	O
25691	C	9/14/20	739	2612831 Ontario Inc.	\$904.00	O
25692	C	9/14/20	298	Bill's Excavating	\$4,447.68	O
25693	C	9/14/20	521	Burk's Shell (Massey) Ltd.	\$202.19	O
25694	C	9/14/20	315	Corporate Express	\$959.36	O
25695	C	9/14/20	117	Desmarais, Keenan	\$331.56	O
25696	C	9/14/20	718	Fluent IMS	\$1,695.00	O
25697	C	9/14/20	558	Fraternal Order of Eagles - Aerie 4269	\$1,500.00	O
25698	C	9/14/20	654	Guy's Auto & Glass Service	\$111.87	O
25699	C	9/14/20	1	Heather Lees	\$56.50	O
25700	C	9/14/20	1	Lee Valley Autumn Leaves	\$1,500.00	O
25701	C	9/14/20	38	Minister of Finance - Policing	\$57,441.00	O
25702	C	9/14/20	84	Public Health Sudbury & Districts	\$10,983.00	O
25703	C	9/14/20	51	Sonnenburg Rona Building Centre	\$445.21	O
25704	C	9/14/20	750	Steves Plumbing and Heating	\$348.04	O
25705	C	9/14/20	761	T and T Promotional Products	\$2,883.76	O
25706	C	9/14/20	726	Walford Community Club	\$1,500.00	O
25708	C	10/01/20	536	Compass Minerals Canada Corp.	\$8,261.65	O
25709	C	10/01/20	315	Corporate Express	\$274.56	O
25710	C	10/01/20	295	Elliot Lake Monuments	\$141.25	O
25711	C	10/01/20	1	Emcon Services Inc	\$3,460.63	O
25712	C	10/01/20	654	Guy's Auto & Glass Service	\$998.75	O
25713	C	10/01/20	35	Massey Home Hardware	\$1,022.32	O
25714	C	10/01/20	744	Kennedy Insurance Brokers	\$9,268.56	O
25715	C	10/01/20	168	Manitoulin & North Shore Roads Supervisors Assoc.	\$1,464.04	O
25716	C	10/01/20	38	Minister of Finance - Policing	\$57,441.00	O
25717	C	10/01/20	84	Public Health Sudbury & Districts	\$10,983.00	O
25718	C	10/01/20	1	Raymond Lendt	\$1,422.90	O
25719	C	10/01/20	51	Sonnenburg Rona Building Centre	\$159.28	O
25720	C	10/01/20	762	State Chemical Ltd.	\$620.37	O
25721	C	10/01/20	1	Stephane Prevost	\$340.00	O
25722	C	10/01/20	1	Teranet	\$40.00	O
25723	C	10/01/20	493	Walkerton Clean Water Centre	\$1,670.00	O
2922	E	9/11/20	26	Huron Central Railway M2142	\$888.00	O
2923	E	9/11/20	42	Northern Uniform Service	\$23.55	O

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2924	E	9/11/20	49	GFL Environmental Inc.	\$22,037.19	O
2925	E	9/11/20	65	NAPA Espanola	\$866.37	O
2926	E	9/11/20	66	USTI Canada Inc.	\$8.14	O
2927	E	9/11/20	124	Wat Supplies	\$309.89	O
2928	E	9/11/20	176	Morris Sanftenberg Construction	\$4,926.80	O
2929	E	9/11/20	211	Steel Communications	\$769.81	O
2930	E	9/11/20	241	Odenback's Outdoor Contracting	\$3,079.25	O
2931	E	9/11/20	305	Around & About	\$646.36	O
2932	E	9/11/20	440	Kenworth Truck Centre	\$1,134.81	O
2933	E	9/11/20	556	UTIL-EQUIP Manufacturing Inc.	\$1,039.60	O
2934	E	9/11/20	557	K. Smart Associates Limited	\$1,218.71	O
2935	E	9/11/20	636	Massey Food Bank	\$646.00	O
2936	E	9/11/20	643	Ultramar	\$2,693.06	O
2937	E	9/11/20	705	RICOH	\$189.16	O
2938	E	9/11/20	722	L.A Trucking	\$3,110.88	O
2939	E	9/11/20	749	Realterm Energy Corp	\$230,135.81	O
2940	E	9/29/20	172	Conseil Scolaire Catholique du Nouvel-Ontario	\$7,317.87	O
2941	E	9/29/20	173	Conseil Scolaire du district du Grand Nord	\$421.15	O
2942	E	9/29/20	175	Huron-Superior Catholic District School Board	\$24,112.87	O
2943	E	9/29/20	174	Rainbow District School Board	\$118,760.46	O
2944	E	9/29/20	438	Wenrick Kennels	\$5,517.23	O
2945	E	9/29/20	550	Chrystal Gamble	\$750.00	O
2946	E	9/29/20	555	Lynda Goodchild	\$723.20	O
2947	E	10/01/20	739	2612831 Ontario Inc.	\$3,431.32	O
2948	E	10/01/20	305	Around & About	\$233.76	O
2949	E	10/01/20	433	Beamish Construction Inc	\$84,413.44	O
2950	E	10/01/20	756	Bell Conferencing Inc.	\$56.50	O
2951	E	10/01/20	30	J. Breen Coffee Service Ltd	\$86.00	O
2952	E	10/01/20	604	Code 4 Fire & Rescue	\$2,819.35	O
2953	E	10/01/20	113	Culligan	\$49.70	O
2954	E	10/01/20	85	Manitoulin-Sudbury DSSAB	\$55,978.00	O
2955	E	10/01/20	22	Espanola Regional Hydro	\$4,725.09	O
2956	E	10/01/20	101	Firechek Protection Services	\$192.67	O
2957	E	10/01/20	49	GFL Environmental Inc.	\$2,576.40	O
2958	E	10/01/20	80	Espanola Home Hardware	\$133.07	O

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2959	E	10/01/20	355	Hughes Supply Company	\$256.28	O
2960	E	10/01/20	29	Janeway PharmaChoice	\$70.65	O
2961	E	10/01/20	314	Jet Ice	\$1,636.06	O
2962	E	10/01/20	557	K. Smart Associates Limited	\$2,210.51	O
2963	E	10/01/20	621	Mailloux Construction	\$2,175.25	O
2964	E	10/01/20	36	Massey Wholesale	\$154.55	O
2965	E	10/01/20	566	Meier Construction Ltd	\$1,412.50	O
2966	E	10/01/20	176	Morris Sanftenberg Construction	\$18,234.24	O
2967	E	10/01/20	73	Municipal Property Assessment Corp	\$17,297.29	O
2968	E	10/01/20	42	Northern Uniform Service	\$23.55	O
2969	E	10/01/20	81	O.J. Graphix Inc.	\$41.36	O
2970	E	10/01/20	241	Odenback's Outdoor Contracting	\$1,615.90	O
2971	E	10/01/20	665	Pacific Tier Solutions Inc.	\$347.44	O
2972	E	10/01/20	674	Paul Panesar	\$182.14	O
2973	E	10/01/20	466	Stericycle Inc	\$447.82	O
2974	E	10/01/20	86	Sun Life Assurance Company	\$7,258.71	O
2975	E	10/01/20	728	TMI	\$7,458.00	O
2976	E	10/01/20	473	WSP Canada Inc.	\$7,006.00	O
Bell Canada	E	9/14/20	10	Bell Canada	\$984.25	O
Bell Canada	E	10/01/20	10	Bell Canada	\$99.59	O
Bell Mobility	E	10/01/20	11	Bell Mobility	\$103.47	O
EASTLINK	E	9/14/20	520	EASTLINK	\$38.02	O
EASTLINK	E	10/01/20	520	EASTLINK	\$276.42	O
Family Responsibility Office Ontario	E	9/10/20	760	Family Responsibility Office Ontario	\$796.64	O
Family Responsibility Office Ontario	E	9/28/20	760	Family Responsibility Office Ontario	\$1,593.28	O
Hydro One	E	9/14/20	71	Hydro One	\$754.14	O
Hydro One	E	10/01/20	71	Hydro One	\$363.74	O
John Van Norman	E	9/14/20	704	John Van Norman	\$527.00	O
John Van Norman	E	10/01/20	704	John Van Norman	\$544.00	O
Minister of Finance - EHT	E	9/10/20	6	Minister of Finance - EHT	\$2,257.15	O
OMERS	E	9/10/20	552	OMERS	\$17,986.44	O
Ontario Clean Water Agency	E	9/10/20	193	Ontario Clean Water Agency	\$17,084.00	O
Receiver General	E	9/10/20	4	Receiver General	\$12,168.07	O

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Receiver General	E	9/23/20	4	Receiver General	\$11,486.21	O
Royal Bank - GFS Service Centre	E	9/10/20	52	Royal Bank - GFS Service Centre	\$357.85	O
Shell Canada	E	9/14/20	103	Shell Canada	\$2,024.70	O
VISA - Kim Sloss	E	9/14/20	526	VISA - Kim Sloss	\$1,967.43	O
VISA - Patricia Deline	E	9/14/20	527	VISA - Patricia Deline	\$1,171.93	O
WSIB	E	9/14/20	551	WSIB	\$5,046.38	O
Cleared					\$0.00	
Outstanding					\$914,367.91	
Void					\$0.00	

*Township of Sables-Spanish Rivers*

**PUBLIC WORKS COMMITTEE**  
*Roads/Water/Waste Management*

**AGENDA/MEETING REPORT**

Wednesday, October 7, 2020; 7:00 P.M.  
Massey and District Community Centre & Arena

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PRESENT: Dale RIVERS, Kevin BURKE, Pat HNATUIK, Glenda MASSICOTTE, Cheryl PHILLIPS, Susan  
SONNENBURG, Glen CLIFFORD, Jacques MAILLOUX, Kim SLOSS

ABSENT: Leslie GAMBLE

**A. ROADS**

**1. Requests for Change in Road Maintenance Status**

We have received correspondence from residents on two different seasonal roads for requests to have their roads designated for winter maintenance. Attached are requests from Brent St. Denis on Bass Point Road, and Brad Kutschke on Beach Road Right.

Also attached for your reference during discussions are the following;

- Official Plan, Section 3.10.2(2) - *Year Round and Seasonally Maintained Township Roads*
- Bylaw 2003-34, Schedule C - *Policy-Road Construction and Conversion Requirements*

**a) Bass Point Road**

For additional reference material, attached is a Council Report dated July 25, 2018 – history of Bass Point Road and the rough costs estimates provided to PW Committee July 3, 2019 from former PW Director of Operations (as per #2 of Mr. St. Denis' letter)

In his last paragraph Mr. St. Denis suggested a cost sharing proposal through a Local Improvement bylaw. This is possible as it pertains to capital costs and there is a process for Local Improvement Charges under the Municipal Act. To commence, a lawyer would be retained to assist with the process and prepare a legal agreement to set out the terms and conditions and responsibilities for all parties and a formal engineering quote would be required to confirm that the construction standards as per Bylaw 2003-34 can be achieved for a year-round road and at what cost estimate. Any road realignment would require legal surveys and land transfers.

*Mr. St. Denis presented the position of his delegation. They are requesting serious conversation with the Committee/Council to move forward to achieve this goal.*

*The Committee agrees in principle to having Bass Point Road upgraded to year-round maintenance status. It is recommended to Council to pursue further research and obtain information with respect to local improvement charges under the Municipal Act. It is further recommended that WSP be requested to provide an estimate for what work would be required as per our road specifications policy. Contact will be maintained with Mr. St. Denis throughout our process.*

**b) Beach Road Right**

This road was under the ownership and jurisdiction of the Province (MNR). Upon amalgamation in 1998 an agreement was entered into by the Township and the (MNR) to provide some upgrades to this road and to transfer ownership thereafter to the municipality.

There have been multiple requests for this road in past years to have it snow plowed. The Committee/Council never made any changes to the seasonal status of the road.

Upon receiving this current request, Public Works did a site visit to become more familiar with the configuration of the road allowance and can speak to this at this meeting.



*Staff was asked for their opinion on this road. It was indicated that there is a decent road-bed, it should have more crushed. The limit of Township-owned road does not carry down to the boat launch; it ends at the gravel pit. There is not ample room at the end of our road to get a plow turned around. It is recommended that this road not be converted to a year-round maintained road.*

2. Updates:

1. Culverts – To date there have been 30 Culvert installs/replacements along with ditching associated. This work is ongoing and will continue to the beginning of the winter season. A large replacement of a 5-foot X 50-foot culvert is scheduled for this fall along with work on the Harrow Drain crossing Lacloche Lake Road.
2. Grading continues along with brushing of intersections in both Rural and Urban locations.
3. An extension was received by the Ministry of Natural Resources to file our 2020 Compliance Assessment Report. As per the Aggregate Resources Act every license and permit holder must complete and submit the report annually, the deadline for submission is December 31 2020
4. Work is ongoing with Steve Arpin the Maintenance Coordinator with Ministry of Transportation regarding sight lines at Hannah Road and Highway 17. Currently our plows and graders must partially enter the roadway in order to visually see East or West when coming on to Highway 17. An email received from Steve dated September 25, 2020 indicates he is still working on this. I have indicated to him this is a Health and Safety issue which must be rectified prior to the winter season.

*Updates were read by Chair Rivers for the Committee's information – no concerns.*

3. Capital Projects

a) Sidewalks:

It was previously determined that certain areas of sidewalk in both Massey and Webbwood are beyond repair and creating a tripping hazard for pedestrians. The committee previously recommended adding \$50,000 to the capital budget for sidewalk removal. It was decided that Public Works would complete this project in house starting with the worst areas along Grove St up to the Library and Imperial St. South on the East side from the Legion to the intersection of King St. and Imperial St. Public Works is still awaiting the arrival of the thumb for the backhoe to begin this work. This remains ongoing as the thumb has yet to be received, I spoke with Rick Turcotte from Brandt on September 24, 2020 who indicated both the thumb and snowblade were shipped.

*Update for information – Glen Clifford advised that the thumb is now in, and will be installed next week.*

*It was brought up that the sidewalk curb at King St./Imperial St. is quite high. It was indicated that there is a disk we can get for our grinder to smooth it out.*

4. 2020 Bridge and Culvert Inspection Report

This report has been received and the summary of findings has been attached for review and discussion. It provides information and recommendations on six structures that require our attention.

The full 155-page colour report will be available at the committee meeting.

*Public Works will review the document and identify what should be included in the 2021 capital budget. They will also review the rest of the report to plan for any repairs or remediation that can be done in-house as maintenance work.*

*Jacques Mailloux asked about the maintenance status of Cloughney Road. After meeting note: This road is year-round status to just past the creek where a culvert needs to be replaced. After that, the road is designated as seasonal.*

5. Old Webbwood Road

During budget review this year it was identified that there would be some culvert replacements required on Old Webbwood, which would be a major project. In order to make an informed decision for the viability of this road, Council had asked that we approach the Town of Espanola to see if they would entertain an agreement to provide road maintenance and emergency services to the east of our portion of the road and at what cost.

The attached letter has been received from Espanola advising that they cannot provide these services at this time.

Culvert replacements on Old Webbwood Road will go on the 2021 capital budget review. WSP has already been contacted to see what the status is of our agreement for engineering services to provide the detailed design of the replacement(s).

*This will need to be a priority in the 2021 budget. Public Works indicated there is some movement due to erosion, but they have applied some rip-rap to try to stabilize the bank.*

## **B. WATER/WASTE WATER**

Updates: - Jacques Mailloux continues to work obtaining quotes for the replacement of the water systems at both the Webbwood Fire Hall and the Walford Community Center.

*The capital budget provided \$10,000 for the replacement of these two systems. Walford may be less than \$5,000, but Webbwood's is coming in higher. The UV system is the expensive part. Accommodations in other areas of the capital budget will allow for overages. These systems are required; they are not optional.*

- At the last meeting it was suggested to ask OCWA if there was a surge protection for the flow metre at the sewage pump station in Webbwood. Response: "there are no other electronic devices at the lift station. Generally flow metres are not put on a UPS. It did not fail for a power related occurrence; it failed its verification due to the age of the instrument". No further action taken.

*For information – no action*

## **C. WASTE MANAGEMENT**

Clean up days: Clean up days were held over the course of 2 days September 25/26, 2020. A total of 146 loads of household garbage, furniture white goods and steel were received over the course of the 2-day event.

Hazardous Waste day was held at the Espanola Public Works Yard on September 26, 2020 and no data has been sent to myself on numbers. A discussion was had with Dave Parker of Espanola Public Works regarding delivering waste paints and other hazardous materials from the Tennyson site for possible disposal on this same date. Approximately 275 partial paint cans were loaded along with 75 propane tanks on the Friday before the event and brought to Espanola Public Works, unfortunately due to the extremely high volume of residents attending they were unable to dispose of any paint cans. However, when delivering the materials, we had the opportunity to meet with the owner of Earth Care who agreed to take any and all propane tanks from the landfill. To date he has taken approximately 300 tanks from the Landfill.

*The Committee asked if we can promote and re-educate the public with respect to the disposal of paint cans, ie: keep them open and allow them to dry up, then they can be disposed of in the landfill.*

## **D. EQUIPMENT**

- a) A request for quotes (for budgetary purposes) will be going out next week seeking costs to replace the 2011 Ford One Ton. This unit is used to haul cold mix, culverts, plows short roads and intersections. This vehicle was given a safety this year in early summer at a cost of almost 7000.00 and I was advised that this vehicle is nearing the end of its life.

*Note made for consideration: there is minimal cost to upgrade to a 2-ton truck. This would be better for the vehicle. There is a lot of weight and stress put on the existing one-ton.*

- b) A quote (for budgetary purposes) was also received from Trackless MT to either replace or rebuild the aging Trackless machine used in Webbwood. As well a quote was received from Trackless for a combination Mower/Brusher for this unit. Currently this work is contracted out at an annual cost of approximately \$24,000 Dollars and does not include all roadsides and is only completed once per year.

*For information – brief discussion on the use of the mower/brusher and how owning our own would provide for easier planning and operation vs. renting each year for a certain number of hours of brushing.*

## **E. CEMETERIES**

Archie Mailloux will be training in Cemeteries with Ruth Clare and assisting Ruth where required.

*For information.*

## **F. BUILDING MAINTENANCE**

*Update on Clinic generator: we were just advised this week that it has been received. Installation is being scheduled later this month.*

### *Other:*

*Committee member Massicotte indicated that she has been approached again regarding the ditching and drainage affecting First Street North in Webbwood. Glen Clifford will approach the adjacent landowner for permission to clear out that area to keep the ditch working properly.*

*Chair Rivers advised that interviews were conducted for the casual, on-call operator positions. Gary Martin and Nick McCormick were selected to fill these positions as required, subject to applicable training.*

Next Meeting:

*Wednesday, November 4, 2020 at 6:00 p.m.*

# TRACKS+WHEELS

400 OM Hwy, 69 North  
Val Caron, Ontario P3N 1M7  
Telephone (705) 566-5438  
Facsimile (705) 566-5422

2200 Riverside Drive  
Timmins, Ontario P4R 1M9  
Telephone (705) 268-5438  
Facsimile (705) 268-3382

140 Pinewood Park Drive  
North Bay, Ontario P1B 8Z4  
Telephone (705) 840-5438

Hot Line: 1-800-465-LIFT

HST# 105 33 8636 RT0001

website: tracksandwheels.com

Ship To: IN STORE PICKUP

Invoice To: TOWNSHIP OF SABLES-SPANISH  
RIVERS 11 BIRCH LAKE RD  
BOX 5 SITE 1 RR#3  
MASSEY ON POP 1P0

Branch SUDBURY			*REPRINT*		
Date 07/21/20	Time 22:00:40 (B)	Page 01			
Account No SABLE001	Phone No 7058652646	Inv No W07460			
Ship Via		Purchase Order GLENN CLIFFORD			
Tax ID No 10533 8636RT001					
		Salesperson PG			

## SERVICE INVOICE

STK#/UNIT#	HRS	PIN/EIN	WARRANTY DATE	HRS
E000145	LOADER	18000	JEE0093413	
C0544	621C			

SEGMENT# 1 C MZ01 NA 06/23/20 05/14/20 06/12/20

repairs

### COMPLAINT:

\*\*\*\* CLOSED TO CUSTOMER ACCOUNT AS PER PAUL \*\*\*  
CUSTOMER STATED IN EMAIL THAT WE HAD THE GO-AHEAD

### CORRECTION:

May 14 - inspect front quick coupler for wear/pin breaking

\*quote customer

- new coupler/bucket or bucket that pins direct
- new bushings in boom pins and tilt pins
- new bushing in tilt arm pins (lower)
- new top midship pin/bearing

contact Glen Clifford

### ADDITIONAL DESCRIPTION:

Glen Clifford Public Works Manager

Township of Sables-Spanish Rivers

11 Birch Lake Rd

Massey, ON POP 1P0

Tel. 705-865-2181 ext 229

Cell 705-862-2010

Fax 705-865-2736

Email: glenclifford@sables-spanish.ca

D95148	WIPER	N	40.80
L118835	WASHER	N	40.60
L118856	BRG. TAPER	N	58.00
L118861	HANDLED SHAFT	N	64.38
L118901	RETAINER	N	79.00
L118973	SEAL	N	6.55
L126169	SEAL	N	8.80

CONTINUED ON PAGE 02

I accept/decline the damage waiver, as provided on the reverse side and agree to pay the above described additional charges therefor:  X _____ CUSTOMER SIGNATURE		IF DECLINED PLEASE INITIAL	<b>PARTS RETURN POLICY</b> NO CLAIM WILL BE ALLOWED FOR SHORTAGES, DEFECTS OR ERRORS IN SHIPMENT UNLESS MADE WITHIN 10 DAYS OF RECEIVING GOODS. NO RETURNS WILL BE ACCEPTED AFTER 30 DAYS. ALL RETURNED PARTS MUST BE ACCOMPANIED BY ORIGINAL INVOICE. ITEMS (NON-RETURN) ELECTRICAL, HOSES, PAINT, GASKETS, O-RINGS AND SPECIAL ORDERS AND ITEMS UNDER \$25.00. A 25% RESTOCKING CHARGE ON ALL PARTS RETURNED.
IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF CONSTITUTE AND FORM PART OF THIS AGREEMENT AND THE LESSEE ACKNOWLEDGE THAT HE HAS READ AND UNDERSTANDS SAID TERMS AND CONDITIONS AND ACKNOWLEDGES RECEIPT OF GOODS LISTED ABOVE. <b>THIS IS AN AGREEMENT, READ BOTH SIDES BEFORE SIGNING</b>			TERMS: NET 30 DAYS INTEREST: 2% MONTH, 24% ANNUAL ON OVERDUE ACCOUNTS

# TRACKS+WHEELS

400 Old Hwy, 89 North  
Val Caron, Ontario P3N 1M7  
Telephone (705) 566-5438  
Facsimile (705) 566-5422

2200 Riversdale Drive  
Timmins, Ontario P4R 1M9  
Telephone (705) 268-5438  
Facsimile (705) 268-3382

140 Pinewood Park Drive  
North Bay, Ontario P1B 8Z4  
Telephone (705) 840-5438

Hot Line: 1-800-485-LIFT

HST# 105 33 8830 RT0001

website: tracksandwheels.com

Ship To: IN STORE PICKUP

Invoice To: TOWNSHIP OF SABLES-SPANISH  
RIVERS 11 BIRCH LAKE RD  
BOX 5 SITE 1 RR#3  
MASSEY ON POP 1P0

Branch SUDBURY		
Date 07/21/20	Time 22:00:40 (B)	Page 02
Account No SABLE001	Phone No 7058652646	Inv No W07460
Ship Via	Purchase Order GLENN CLIFFORD	
Tax ID No 10533 8636RT001		
		Salesperson PG

## SERVICE INVOICE

STK#/UNIT#		HRS	PIN/EIN	WARRANTY DATE	HRS
E000145	LOADER	18000	JEE0093413		
C0544	621C				
111722A1		BUSHING		N	60.40
111723A1		BUSHING		N	248.00
113624A1		SEAL		N	122.40
116893A1		WASHER		N	113.68
117025A1		WASHER		N	62.64
131-53		NUT		N	32.48
280620		BOLT		N	7.10
346316A2		PIN LARGE		N	640.00
346564A2		PIN, LARGE		N	290.00
76086820		SHIM		N	5.94
76086821		SHIM		N	4.64
76086823		SHIM		N	3.62
76086827		SPACER		N	6.67
86624188		WASHER		N	2.80
87032338		WASHER		N	1.72
88685		BOLT		N	5.70
				PARTS	1905.92
				LABOR	420.00
10200000				SEGMENT TOTAL==>	2325.92

### \*\*\*\*\* WORK ORDER TOTALS \*\*\*\*\*

PARTS	1905.92
LABOR	420.00
SUB TOTAL==>	<del>2325.92</del>
HST 13.0%	302.37
CHARGE SALE	2153.69
	<del>2628.29</del>

I accept/decline the damage waiver, as provided on the reverse side and agree to pay the above described additional charges therefor.

IF DECLINED  
PLEASE INITIAL

X

CUSTOMER SIGNATURE

IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF CONSTITUTE AND FORM PART OF THIS AGREEMENT AND THE LESSEE ACKNOWLEDGE THAT HE HAS READ AND UNDERSTANDS SAID TERMS AND CONDITIONS AND ACKNOWLEDGES RECEIPT OF GOODS LISTED ABOVE.

THIS IS AN AGREEMENT, READ BOTH SIDES BEFORE SIGNING

### PARTS RETURN POLICY

NO CLAIM WILL BE ALLOWED FOR SHORTAGES, DEFECTS OR ERRORS IN SHIPMENT UNLESS MADE WITHIN 10 DAYS OF RECEIVING GOODS. NO RETURNS WILL BE ACCEPTED AFTER 30 DAYS. ALL RETURNED PARTS MUST BE ACCOMPANIED BY ORIGINAL INVOICE. ITEMS (NON-RETURN) ELECTRICAL, HOSES, PAINT, GASKETS, O-RINGS AND SPECIAL ORDERS AND ITEMS UNDER \$25.00. A 25% RESTOCKING CHARGE ON ALL PARTS RETURNED

TERMS: NET 30 DAYS

INTEREST: 2%/MONTH, 24%/ANNUUM ON OVERDUE ACCOUNTS

Schedule - Section 356 Apportionments  
For 2020

Roll #	Assessed Owner	Property Description	Assessed Value	Effective Date	2020 Property Taxes
000-002-09900	A. Madonna	May Con 3 PT Lot 4	\$41,093 (RT)	1/1/20	\$585.92
000-002-09905	G. Carriere	May Con 3 PT Lot 4 RP 53R21259 Part 1	\$120,907 (RT)	1/1/20	\$1723.94
000-002-03600	J. Stewart	May Con 1 Pt Lot 12	\$31,009 (RT)	1/1/20	\$442.14
000-002-03602	C. Berry	May Con 1 Pt Lot 12 RP 53R21219 Part 3	\$7,491 (RT)	1/1/20	\$106.81

Schedule - Section 357 Adjustments  
For 2020

Roll #	Year	Taxes	Reason
004-11000	2020	\$930.74	Building razed by fire

**Economic Development Committee  
Meeting Minutes  
September 22<sup>nd</sup>, 2020**

**Opening**

The regular meeting of the Economic Development Committee was called to order at 6:00PM on September 22<sup>nd</sup>, 2020 at the Massey and District Community Centre and Area by Susan Sonnenburg.

**Present**

Susan Sonnenburg- Chair  
Kevin Burke  
Marie-Ann Hobbs  
Amanda Ellsworth

Glenda Massicotte  
Patricia Hnatuik  
Adam Martel  
Brian Channon

**Regrets**

Charlene Puzack  
Don More  
Tammy Manitowabi

Cindy Stewart  
Chad Sonnenburg  
Leslie Gamble

**Guests in attendance**

Eira Robinson  
Klara Kluge

**Presentations**

**Manitoulin-Sudbury District Services Board Re: Seniors Housing  
Representative: Donna Stewart, Director of Integrated Social Services**

- The current numbers on the waitlist for community housing in general was reviewed (527), with special consideration to those who were seniors (165).
- Of 217 people on the Direct Shelter Subsidy, a rent top up program, 47 are seniors.
- The DSAB offers 4 buildings for community housing in the Lacloche area, in the Township of Sables-Spanish Rivers there is one building in Massey (21 single bedroom units) and one in Webbwood (24 units designated seniors only). Currently there are 2 applications from seniors for Massey housing and 4 applications for Webbwood.
- DSAB also offers the Direct Shelter Subsidy program (rent top up), currently there is 24 senior recipients in our area (9 in Massey, 1 in Webbwood).
- Donna outlined multiple housing programs that provide funding to non-profit, government and private sectors including the federal Loan Program-co Investment Fund, Seed Funding and Rapid housing Program. Amanda to research these programs.

*\*It is noted that these statistics are only for seniors who have applied to DSAB and do not represent the seniors who have moved to seniors housing outside of our township\**



## **Horticultural Society Re: Flower Beds at Teasdale Park and Heritage Park**

**Representative: Klara Kluge**

### Teasdale park

- The Horticultural Society would like to take advantage of the 129 acres at Teasdale Park.
- Klara would like to install a natural trail on the river side throughout the park for residents to enjoy, and a parking area.
- Access to the park is unknown and may require a culvert installation.
- Klara proposed an orchid sanctuary for the south side of the park for the public to enjoy and that could have both educational and environmental benefits, specifically in acting as a pollination avenue for bees. Klara was looking to contact the Canada Orkut Association for a potential partnership.

### Heritage Park

- The Horticultural society is to create flower beds and plant shrubs and hydrangeas along the south side of the bathrooms.
- Klara has set aside \$2,000 for the project of Teasdale Park but asks that the Economic Development Committee consider if they would provide funds to the Horticultural society for their efforts in Teasdale and Heritage Park, since they have reduced the number of flowers to be ordered.

### Old Business

#### **1. Public Boat Launch at Mouth Park**

##### **a. Docking System Update**

- i. Recognition of the work done this summer regarding parking for the boat launch was discussed, and the upcoming repairs to be done to the launch itself.
- ii. The committee would like to revisit installing a municipal dock at the boat launch. (see WSP Canada Inc. proposal dated February 5, 2020)
- iii. It has been noted that if the dock was attainable, the maintenance and supervision of it would need to be discussed as it overlaps multiple departments (Public Works, Parks and Recreation and Economic Development).

#### **2. Design the Sign**

- a. Review of the "thank you" letter sent to those who submitted designs.
- b. Decision to use a professional company to design the East/West Township signs.

### **3. East and West Township Signs**

- a. Reviewed examples and pricing from Laird Signs.
  - i. The Burpee and Mills Sign example at \$4,000 is the current first choice. This quote price included an aluminum frame and posts powder coated, fully reflective panels and a concrete foundation. It included the services the area offered at the bottom which the committee would like for our Township sign as well.
- b. Discussion of the original budget, and possibly expansion to accommodate two signs
- c. The committee is waiting on a quote from Sign Effects in order to make a decision.
- d. Members would like to explore the possibility of a third Township sign at the township boundary by Beauchamp subdivision on Lee Valley Road.
- e. Amanda is to look into possible funding being offered for signage.

### **4. Electronic Sign Update**

- a. Reviewed all information and quotes from LibertelevisionON.
- b. Waiting on quote from sign effects after their site visit on September 17<sup>th</sup> 2020.
- c. Still in discussions for proposed location of south yard along highway or possible location outside fence of the public works yard along highway for easier hydro hookup.

## **New Business**

### **1. Budget**

- a. Reviewed current statement of revenue and expenditures.
- b. Reviewed Memo regarding budget surpluses and the operating surplus/deficit policy.

### **2. Township Flower Tender**

- a. Reviewed 2019 invitation for tenders.
- b. Reviewed Memo regarding the construction on highway 17 from the traffic lights in Massey, easterly for 22.4 km (east of Webbwood).
- c. Hanging baskets will not be installed along the highway, as their maintenance will be difficult/ a safety hazard because of the construction.
- d. As per committee recommendation the flower tender will be prepared and sent out and will include:
  - i. 25 full post baskets (reduced from 33). Proposed locations are:
    1. Along Imperial Street North and South in Massey. Reasoning for this is that this is a high action area throughout the summer.
    2. Side streets in Webbwood that are visible from the Highway.
    3. In front of the Library and Clinic in Massey.
  - ii. 2 large plastic pots for the Webbwood Library.
  - iii. 2 extra-large planters for the Township office.
  - iv. 10 cedar barrels. Proposed locations are: On corners throughout the Township instead of in front of businesses.
- e. Amanda is to research and confirm the number of posts on Imperial Street to hold baskets.

- f. **\*It is noted that the businesses look after the barrels and that Public Works would need to be consulted in regards to their maintenance and the maintenance of hanging baskets in new locations throughout the township\***

**3. Age Friendly Committee Update**

- a. Eira Robinson, Chair of the Age-Friendly, would like to start up meetings again to discuss the next steps for the committee.
- b. Glenda Massicotte would like to become involved with this committee again.

**4. Lacloche Foothills Activity guide/business directory**

- a. Amanda to look into partnerships with other municipalities for updating/ redoing the guide.
- b. Amanda to research updating the local business directory.

**5. The Marketplace**

- a. Due to time constraints the committee chose to postpone marketplace discussions.

Meeting was adjourned at 8:00PM by Susan Sonnenburg. The next Economic Development general meeting will be held on October 20<sup>th</sup>, at 7:00PM and will be held at the Massey and District Community Centre and Arena.

Minutes Submitted by: Amanda Ellsworth

Approved by: Susan Sonnenburg



February 5, 2020

Lisa Hobbs  
Economic Development Officer  
Township of Sables-Spanish Rivers  
11 Birch Lake Road  
Massey Ontario P0P1P0

Dear Ms. Hobbs:

Subject: Public Docking Project

Thank you for taking the time to meet with me in January to discuss the dock project at the public boat launch.

As discussed, there are several factors which should be considered for the dock. Several include:

- Amount of water level fluctuations;
- Requirement for a ramp to get onto the dock (which accounts for different water levels);
- How fast the water is moving;
- Special access for removal of the dock in the winter;
- Anchoring of the dock; and,
- Public accessibility of the dock (AODA requirements).

In order to provide a recommendation on which type of dock is most suitable and which anchoring system can best accommodate the topography and water levels, I would propose we start with a Feasibility Study to review the options available. The study would comprise the following tasks:

- Conduct a site review of the area;
- Gather background information;
- Obtain water levels from the MNRF and the closest water gauging stations;
- Review dock and anchorage options;
- Prepare cost estimates of the different options; and,
- Prepare a Feasibility Report summarizing the options and recommendations.

The total fee (not including HST) for the above work is \$6,600.00

WSP Canada Inc.  
185 East Street  
Sault Ste. Marie, ON  
Canada P6A 3C8

T: +1 705 942-2070  
F: +1 705 942-3532  
wsp.com

\*declined by Council - extra brushing/clearing  
for parking area & boat ramp repairs.

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

BYLAW NUMBER 2020-41

Being a Bylaw to Amend a Bylaw to Regulate  
the Use of Land, Buildings and Structures  
within the Township of Sables-Spanish Rivers

WHEREAS pursuant to the provisions of the Planning Act, RSO 1990, Section 34, the Council of a municipality may enact bylaws regulating the use of lands and the erection of buildings and structures thereon;

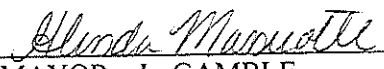

AND WHEREAS Bylaw 2003-15, as amended by Bylaw 2010-51, regulates the use of land and the use and erection of buildings and structures within the Township of Sables-Spanish Rivers;

AND WHEREAS Council deems it appropriate to update Bylaw 2003-15, as amended by Bylaw 2010-51;

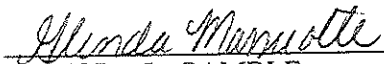
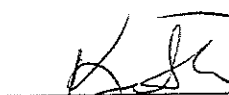
THEREFORE the Council of the Corporation of the Township of Sables-Spanish Rivers ENACTS AS FOLLOWS:

1. That Bylaw 2003-15, as amended by Bylaw 2010-51, is hereby amended as per the attached Schedule 'A' to this bylaw;
2. That Bylaw 2003-15, as amended by Bylaw 2010-51, together with the provisions of Schedule 'A' attached hereto, is hereby recognized as the "Township of Sables-Spanish Rivers Zoning Bylaw";
3. That the adoption of this Bylaw shall be subject to the provisions of the Planning Act.

READ A FIRST AND SECOND TIME THIS 14th DAY OF October, 2020.

  
~~MAYOR - L. GAMBLE~~  
DEPUTY MAYOR - G. MASSICOTTE  
  
CLERK - K. SLOSS

READ A THIRD AND FINAL TIME AND PASSED IN OPEN COUNCIL THIS 14th DAY  
OF October, 2020.

  
~~MAYOR - L. GAMBLE~~  
DEPUTY MAYOR - G. MASSICOTTE  
  
CLERK - K. SLOSS

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

BYLAW NUMBER 2020-43

Being a Bylaw to Amend a Bylaw Establishing  
a Schedule of User Fees

WHEREAS Section 391 of the Municipal Act 2001, as amended, authorizes a municipality to impose fees or charges for services or activities provided or done by or on behalf of it;

AND WHEREAS Bylaw 2012-09 as amended provides for fees or charges for municipal services or activities;

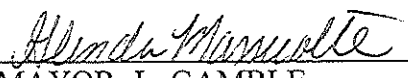

AND WHEREAS Council passed Bylaw 2020-14 to provide temporary relief from penalty and interest charges on water account balances until October 1, 2020, as a result of the Covid-19 virus pandemic and the emergency declared by the Province of Ontario under s. 7.0.1 (1) the Emergency Management and Civil Protection Act;

AND WHEREAS Council deems it expedient to extend the period of temporary relief from penalty and interest charges as a result of the Covid-19 pandemic;

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



1. THAT Section 3 of Schedule D-1 of Bylaw 2012-09 as amended by Bylaw 2017-09 is hereby amended to remove the charge of late payment fees on unpaid balances as of March 31, 2020 to December 31, 2020;
2. That Section 4 of Schedule D-1 of Bylaw 2012-09 as amended by Bylaw 2017-09 is hereby removed for the time period specified in section 1 above;
3. This Bylaw shall come into force and take effect upon third and final reading and will only be in effect until December 31, 2020.

READ A FIRST AND SECOND TIME THIS 14<sup>th</sup> DAY OF October, 2020.

  
MAYOR - L. GAMBLE  
DEPUTY MAYOR - G. MASSICOTTE  
  
CLERK - K. SLOSS

READ A THIRD AND FINAL TIME AND PASSED IN OPEN COUNCIL THIS

14<sup>th</sup> DAY OF October, 2020.

  
MAYOR - L. GAMBLE  
DEPUTY MAYOR - G. MASSICOTTE  
  
CLERK - K. SLOSS

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

BY-LAW NUMBER 2020-42

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 the Council of the Corporation of the Township of Sables-Spanish Rivers accepted this report pursuant to Bylaw 2020-32;

AND WHEREAS the estimated total cost of preparing the report under Section 76 of *Drainage Act, 1990* to correct the assessments for future maintenance was \$16,950.00 (Sixteen thousand, nine hundred and fifty Dollars) and the amount to be contributed by the municipality was \$2,400.00 (Two Thousand, Four Hundred Dollars);

AND WHEREAS these estimated costs have been amended to provide for an actual final cost;

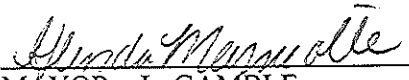
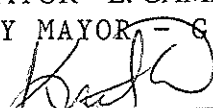
NOW THEREFORE the Council of the Corporation of the Township of Sables-Spanish Rivers, under the Drainage Act, 1990, as amended, ENACTS AS FOLLOWS:

1. THAT Bylaw 2020-32 is hereby amended as set out in the following provisions;
2. THAT the fifth paragraph of Bylaw 2020-32 is hereby amended to read as follows:

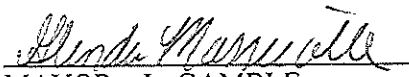
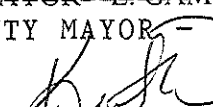
“AND WHEREAS \$2,114.02 (Two Thousand, One Hundred and Fourteen Dollars and Two Cents) is the amount to be contributed by the municipality for the drainage works report;
3. THAT Section 2 of Bylaw 2020-32 is hereby amended to read as follows:

“THAT for paying the amount of \$15,925.44, 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 properties 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.”
4. THAT the updated schedule dated July 22, 2020 as attached to Bylaw 2020-32 is hereby replaced with the updated schedule dated October 6, 2020, attached hereto as Schedule ‘A’ to this bylaw.
5. All other provisions of Bylaw 2020-32 remain in effect. This bylaw shall come into effect upon third and final reading.

READ A FIRST AND SECOND TIME THIS 14<sup>TH</sup> DAY OF OCTOBER, 2020

  
MAYOR - L. GAMBLE -  
DEPUTY MAYOR - G. MASSICOTTE  
  
CLERK - K. SLOSS

READ A THIRD AND FINAL TIME AND PASSED IN OPEN COUNCIL THIS 14<sup>TH</sup> DAY OF  
OCTOBER, 2020.

  
MAYOR - L. GAMBLE -  
DEPUTY MAYOR - G. MASSICOTTE  
  
CLERK - K. SLOSS

**SCHEDULE A FINAL COST BY-LAW OF ASSESSMENTS**  
**McGREGOR DRAIN, Twp of Sables-Spanish River**

Con	Lot	Roll No.	Owner	Approx ha Affected	Total (\$)	Actual Final Cost
(5218000)						
SEC 28		003-15000	M., C. & C. Burns	24.80	200	\$ 187.91
28		003-15500	R. & S. Duhamel	17.40	200	\$ 187.91
28		003-15600	M., C. & C. Burns	63.40	200	\$ 187.91
29		003-15700	R. & S. Duhamel	16.20	200	\$ 187.91
29		003-15800	Fisher Wavy Inc	48.60	200	\$ 187.91
29		003-16000	Fisher Wavy Inc	2.30	200	\$ 187.91
29		CROWN	MNRF	20.60	200	\$ 187.91
31		003-16700	B. Germain	14.70	200	\$ 187.91
32		003-17100	A. Martin	45.40	200	\$ 187.91
32		003-17200	A. & A. Martin	53.70	200	\$ 187.91
32		003-17300	A. & A. Martin	45.50	200	\$ 187.91
32		003-17400	B. Germain & R. Anderson	7.10	200	\$ 187.91
33		003-17600	Benesh Foods Limited	0.30	50	\$ 46.98
33		003-17700	A. Kuriakose	24.70	200	\$ 187.91
33		003-17800	A. & A. Martin	24.20	200	\$ 187.91
33		003-17900	K. & M. Muncaster	1.00	200	\$ 187.91
33		003-18000	A. Martel & K. Rogers	19.70	200	\$ 187.91
33		003-18050	A. Martel & K. Rogers	6.00	200	\$ 187.91
33		003-18100	H. Crabs	34.30	200	\$ 187.91
LOT Pt 13		003-22200	D. & S. Bracken	4.40	800	\$ 751.64
Pt 14		003-22300	C. Courtney & K. Mailloux	56.20	800	\$ 751.64
Pt 14		003-22301	B. Strange & C. Steenhorst	4.20	800	\$ 751.64
Pt 14		003-22315	G. & S. Constantin	4.00	800	\$ 751.64
Pt 14		003-22320	R. Shular	3.40	800	\$ 751.64
14		003-22400	R. & C. Seel	18.20	800	\$ 751.64
15		003-22500	C. & K. McKie	55.70	800	\$ 751.64
16		003-22600	L. & C. Gamble	17.50	800	\$ 751.64
17		003-22700	A. & L. Martin	18.70	800	\$ 751.64
17		003-22701	D. & D. Gravelle	1.10	800	\$ 751.64
Pt 18		003-22800	The PPSC 1 Co Inc	6.80	800	\$ 751.64
Total on Lands:				660.10	12,450	\$ 11,697.40
Highway 17				3.30	1,125	\$ 1,057.01
River Road				0.20	1,125	\$ 1,057.01
David Smith Road				2.30	1,125	\$ 1,057.01
Railway				3.30	1,125	\$ 1,057.01
Total on Roads:				9.10	4,500	\$ 4,228.04
<b>TOTAL McGREGOR DRAIN:</b>				<b>669.20</b>	<b>16,950</b>	<b>\$ 15,925.44</b>

Notes:

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



# The Corporation of the Township of Sables-Spanish Rivers

## BY-LAW NO. 2020-25

### **BEING A BY-LAW TO ENACT RULES AND REGULATIONS FOR THE MAINTENANCE, MANAGEMENT, REGULATION AND CONTROL OF ALL CEMETERIES OWNED OR OPERATED BY THE TOWNSHIP OF SABLES-SPANISH RIVERS**

**WHEREAS** *Section 150 of Ontario Regulation 30/11 made under the Funeral Burial and Cremation Services Act, 2002, S.O. 2002, c.33, as amended, provides for any cemetery operator to make By-laws governing the operation of the cemetery;*

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

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

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

### **SECTION A: DEFINITIONS**

**Act:** means the Funeral, Burial and Cremation Services Act, 2002, as amended and Ontario Regulation 30/11.

**Burial:** The opening and closing of an inground lot or plot for the disposition of human remains or cremated human remains.

**By-laws:** The rules and regulations under which the Cemetery operates.

**Care and Maintenance Fund:** It is a requirement under the Funeral, Burial and Cremation Services Act, 2002 (FBCSA) and Ontario Regulation 30/11 and 184/12 (O. Reg. 30/11 & 184/12) that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold, transferred, assigned or permitted; and prescribed amounts for monuments and markers, is contributed into the care and maintenance fund. If no scattering rights are sold but scattering is permitted a prescribed amount must be contributed to the fund when the scattering is conducted. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery.

**Cemetery:** means any one of the following active cemeteries under the jurisdiction of the Corporation of the Township of Sables-Spanish Rivers listed in Schedule G.

**Cemetery Operator:** means the Corporation of the Township of Sables-Spanish Rivers.

**Columbarium:** A structure containing individual compartments or Niches for the placement of human cremated remains.

**Contract:** For purposes of these by-laws, all purchasers of interment or scattering rights, or other cemetery supplies and services must receive a copy of the contract they and the cemetery operator have signed detailing the obligations of both parties, and acknowledging receipt and acceptance of the cemetery by-laws, a copy of the Consumer Information Guide and the Price List.

**Corner Posts:** Shall mean any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot or plot.

**Entombment:** The opening and closing of a Niche for the placement of cremated human remains.

**FBCSA:** The Funeral, Burial and Cremation Services Act, 2002

**Grave:** (Also known as Lot) means any inground burial space intended for the interment of a child, adult or cremated human remains.

**Interment Right:** The right to require or direct the interment of human remains or cremated human remains in a grave, lot, niche or crypt and direct the associated memorialization.

**Interment Rights Certificate:** The document issued by the Cemetery operator to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.

**Interment Rights Holder:** A person, firm, or corporation holding the right to direct the burial or removal of human remains, cremated human remains.

**Legal Representative:** Shall mean an executor, executrix, administrator of the estate of a deceased individual or a person with power of attorney of a living individual.

**Lot:** For the purposes of these By-laws a lot is a single grave space.

**Marker:** Shall mean any permanent memorial structure that is set flush and level with the ground, and used to mark the location of a burial lot.

**Monument:** Any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot.

**Mortuary:** a building in which dead bodies are kept until burial

**Niche:** An individual compartment in a columbarium for the entombment of cremated human remains.

**Non-Resident:** Shall mean anyone other than a Resident

**Plot:** For the purposes of these By-laws, a plot is a parcel of land, sold as a single unit, containing multiple lots.

**Resident:** Shall mean any person owning land within the Corporation of the Township of Sables-Spanish Rivers, or living within the Corporation of the Township of Sables-Spanish Rivers limits, or a former resident under nursing care.

**Scattering:** Shall mean the act of spreading of cremated remains over a designated area within a cemetery with the knowledge and permission of the cemetery operator and in keeping with the cemetery by-laws.

**Scattering Rights Holder:** Any person designated to hold the right to scatter cremated human remains in a specified lot or other designated area within the cemetery.

## **SECTION B: ADMINISTRATION**

1. The cemetery operator reserves full control over the cemetery operations and management of land within the cemetery grounds.
2. The cemetery shall be governed by these bylaws, and all procedures will comply with the Funeral Burial & Cremation Services Act, 2002 and Ontario Regulation 30/11, which may be amended periodically.
3. All by-law amendments must be:
  - a. Published once in a newspaper with general circulation in the locality in which the cemetery is located;
  - b. Conspicuously posted on a sign at the entrance of the cemetery; and
  - c. Delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year, if the by-law or by-law amendment pertains to markers or their installation.

4. All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA, Bereavement Authority of Ontario.
5. The cemetery operator will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to, any lot, plot, columbarium, niche, monument, marker, or other article that has been placed in relation to an interment save and except for direct loss or damage caused by gross negligence of the cemetery.
6. Provincial legislation – Section 110 of Ontario Regulation 30/11 requires all cemeteries to maintain a public register that is available to the public during regular office hours.
7. Pets or other lower animals, including cremated animal remains, are not allowed to be buried in the cemetery.
8. The cemetery operator has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways or roads, alter in shape or size, or otherwise change all or any part of the cemetery, subject to approval of the appropriate authorities.

## **SECTION C: SALE, CANCELLATION, TRANSFER OR RESALE OF INTERMENT RIGHTS**

1. Purchasers of interment rights acquire only the right to direct the burial of human remains and the installation of monuments, markers and inscriptions, subject to the conditions set out in the cemetery by-laws. In accordance with cemetery by-laws, no burial or installation of any monument, marker, inscription or memorialization is permitted until the interment rights have been paid in full. An interment rights certificate will be issued to the interment rights holder(s) when payment has been made in full. The purchase of interment rights is not a purchase of Real Estate or real property.
2. Interment rights shall be sold, subject to the following conditions and no lot shall be used for any purpose other than the burial of human remains:
  - a. A lot may be purchased by executing a contract in the form set forth in Schedule “A” to this By-law completed and signed by the purchaser or a legal representative of the deceased or an immediate family member of the deceased and by a representative of the municipality, together with the payment of the purchase price.
  - b. At the time of sale, the cemetery operator shall provide each interment rights holder with:
    - i. A copy of the contract
    - ii. A copy of the Interment Rights Certificate
    - iii. A copy of the Cemetery By-law including fees and any amendments thereto.
    - iv. A copy of the Consumer Information Guide
3. A purchaser has the right to cancel an interment rights contract **within thirty (30) days** of signing the interment rights contract, by providing written notice of the cancellation to the cemetery operator. The cemetery operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.
4. **After the thirty (30) days** a purchaser has the right to cancel an interment rights contract by providing written notice of the cancellation to the cemetery operator.
  - a. Upon receiving written notice from the purchaser of the interment rights, the cemetery operator will cancel the contract and issue a refund to the purchaser for the amount paid for the interment rights less the appropriate amount that is required to be deposited into the Care and Maintenance Fund. This refund will be made within thirty (30) days of receiving said notice. If the interment rights certificate has been issued to the interment rights holder(s), the certificate must be returned to the cemetery operator along with the written notice of cancellation.

- b. If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment rights.
5. As required by sections 166 and 168 of Regulation 30/11, a percentage of the purchase price of all interment rights and a prescribed amount for monuments and markers is contributed into the Care and Maintenance Fund. Income from this fund is used to provide only general care and maintenance of the cemetery. Contributions to the Care and Maintenance Fund are not refundable except when interment rights are cancelled with the 30-day cooling off period.
6. An interment rights holder may gift, bequest or otherwise transfer interment rights, without consideration, to any other person by giving written notice of the transfer to the cemetery operator and by returning the original Interment Rights Certificate to the cemetery operator. Upon receipt of the notice, the required transfer fee and the original Interment Rights Certificate, the cemetery operator shall issue a new Interment Rights Certificate to the Transferee. If the interment rights holder has misplaced the original Interment Rights Certificate a replacement may be issued upon payment of the applicable fee, and any subsequent transfer fee will also apply if the interment rights are being transferred.
7. Any transfer of interment rights from a Resident to a Non-Resident, shall be subject to the applicable transfer fee plus the difference between the Resident and Non-Resident fee at the time of transfer.
8. The resale of interment rights by the purchaser is prohibited. Interment rights must be sold back to the cemetery operator at the price listed on the current price list less any care and maintenance contribution amount previously made.
9. If any interment rights have not been exercised after a fifty (50) year period has passed from the date of sale, they may be considered abandoned. The Cemetery Operator may apply to the Registrar for a declaration that the Rights are abandoned after making inquiries and giving reasonable notices to find the Rights Holder(s) or beneficiaries. Upon being satisfied that the rights are abandoned, the Registrar shall issue a declaration to that effect. If there is no appeal by the end of the appeal period, as stipulated by the Registrar or otherwise within thirty (30) days, the Cemetery Operator may re-sell the Interment or Scattering Rights in question.

## **SECTION D: INTERMENTS AND DISINTERMENTS**

1. All interments must be authorized in writing by the interment rights holder(s) except the interment of the interment rights holder. Should the interment rights holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder in keeping with the *Succession Law Reform Act* i.e. Estate Trustee, Executor or next of kin.
2. A burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the province must be provided to the cemetery office prior to a burial or entombment taking place. A Certificate of Cremation must be submitted to the cemetery operator prior to the burial of cremated remains taking place.
3. In accordance with the FBCSA the purchaser of interment rights must enter into a cemetery contract, providing such information as may be required by the cemetery operator for the completion of the contract and the public register prior to each burial or entombment of human remains.
4. Payment of applicable fees as outlined in Schedule "H", as amended must be made to the cemetery operator before a burial can take place.
5. The cemetery shall be given a minimum of 48 hours of notice, of which 14 hours shall be regular business hours, for each burial of human remains or cremated human remains.

6. No interments or disinterment shall be allowed in the cemetery outside of daylight hours.
7. Winter interments are not generally allowed between November 1 and April 30<sup>th</sup> unless approved by the cemetery operator.
8. The opening and closing of graves may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery operator.
9. Cremated remains are not permitted to be scattered anywhere within the cemetery.
10. Not more than one casket burial shall be allowed in one grave lot, with the exception of small caskets under 4 feet in length.
11. Not more than six (6) cremation burials are allowed in one single lot, space permitting.
12. With written permission of the interment rights holder, up to six cremated remains will be permitted to be interred in the same grave provided they are interred after the full casket burial, and space allows. Notwithstanding any written interment instructions from an interment rights holder that were provided to the cemetery operator prior to the date this By-law came into force and effect.
13. Human remains may be disinterred from a lot provided that the written consent (authorization) of the interment rights holder has been received by the cemetery operator and the prior notification of the medical officer of health. A certificate from the local medical officer of health must be received by the cemetery operator before the removal of casketed human remains may take place. A certificate from the local medical officer of health is not required for the removal of cremated remains.
14. In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the interment rights holder and/or next of kin(s).

## **SECTION E: MARKERS AND MONUMENTS**

1. Permission shall not be granted for installation or erection of a monument or marker on a lot unless all amounts owing to the cemetery operator have been paid. This includes interment rights and applicable marker permit fees at the rates shown on Schedule "H", as amended.
2. No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the Interment rights holder or legal representative and the cemetery operator.
3. Only established monument/marker companies may supply and install monuments or markers. Individual or homemade monuments/markers are not permitted.
4. The cemetery operator will take reasonable precautions to protect the property of interment rights holders, but it assumes no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof.
5. Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear.
6. Should any monument or marker present a risk to public safety because it has become unstable, the cemetery operator shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy so as to remove the risk.
7. The cemetery operator reserves the right to remove at its sole discretion any marker, monument or inscription which is not in keeping with the dignity and decorum of the cemetery.

8. A monument shall be erected only after the specific design plans have been approved by the cemetery operator including: dimensions, material of structure, construction details, and proposed location.
9. The cemetery operator reserves the right to determine the maximum size of monuments, their number and their location on each lot or plot. They must not be of a size that would interfere with any future interments.
10. Only one upright monument shall be erected within the designated space on any lot.
11. The minimum thickness for flat markers including footstones is 4 inches or 10 cm.
12. All monuments and markers shall be constructed of bronze or natural stone (i.e. granite). Special consideration for monuments not constructed from the above materials must be submitted to the cemetery operator for approval.
13. An upright monument, including the base, is restricted to a maximum height of 1.22 meters (4 feet).
14. Monuments to be erected for or by lot owners shall be set upon an adequate foundation of a good quality concrete, granite, marble or other natural stone of a minimum depth of 15.24 cm (6 inches). All foundations must be flush to the ground and shall not be wider than the lot that it is being set on and not have a length greater than 40.56 cm (18 inches) from the head of the lot. The foundation must be a minimum of 10.16 cm (4 inches) wider than the monument base in the front, back and sides.
15. All foundations shall be constructed by the monument company at the expense of the interment rights holder.
16. All flat markers shall be installed flush to the surface of the ground.

## **SECTION F: CARE OF LOTS**

1. A portion of the price of interment rights is trusted into the Care and Maintenance Fund as required by the Act. The income generated from this fund is used to maintain, secure and preserve the cemetery grounds. Services that can be provided through this fund include:
  - a. Re-levelling and sodding or seeding of Lots
  - b. Maintenance of cemetery roads, sewers and water systems
  - c. Maintenance of perimeter walls and fences
  - d. Maintenance of cemetery landscaping
  - e. Maintenance of any columbarium
  - f. Repairs and general upkeep of cemetery maintenance buildings and equipment
2. In order to preserve the appearance of the cemetery grounds, any trees, tree limbs, shrubs, artificial wreaths and flowers may be removed or pruned by the cemetery operator. Grading, seeding, sodding, top dressing, fertilizing and watering of lots where feasible shall be done by the cemetery operator.
3. All funeral flowers, containers and other equipment shall be removed from the grave site within seven (7) days after the interment. If they are not removed within this time period, they will be considered abandoned and may be disposed of by the cemetery operator.

## **SECTION G: RULES AND REGULATIONS**

1. The cemetery operator reserves the right to regulate the articles placed on lots or plots that pose a threat to:
  - a. the safety of all interment rights holders
  - b. visitors to the cemetery and cemetery employees,

- c. prevent the cemetery from performing general cemetery operations,
  - d. or are not in keeping with the respect and dignity of the cemetery.
2. Prohibited articles will be removed and disposed of without notification.
  3. Fences, curbs, benches, steps, glass, structures of wood or equally perishable material, stone chips, flowerbed borders, candles and candle holders, mulch, paving stones or interlocking brick are prohibited.
  4. No person other than the cemetery operator shall remove any sod or in any other way change the surface of the burial lot in the cemetery.
  5. No person shall plant trees or shrubs in the cemetery.
  6. No flowers, shrubs, plants or any attachments shall be permitted on the niche wall or cremation plots.
  7. The use of hanging baskets, vases, urns, flower beds and flower stands are prohibited.
  8. Only one approved artificial arrangement which either shall be a saddle arrangement which is fastened to the top of the upright monument or an artificial arrangement which is securely fastened to a three (3) pronged, free-standing wire stand of a maximum height of 91 cm (36") is permitted on a family plot. Arrangements blown to the ground will be disposed of by the cemetery operator.
  9. A maximum of two solar lights are permitted on a lot where there is a monument. The distance between the solar lights shall not exceed the length of the monument granite base and shall be placed against the concrete granite base or mounted on the monument granite base. The height solar light shall not exceed .6 m (24") measured from the ground. All hanging solar lights are prohibited.
  10. No person shall deposit any debris, decayed flowers, plants, hedge clippings or weeds that are generated from the maintenance of flowerbeds and shrubs, on roads, walks or any part of the cemetery grounds.
  11. The cemetery operator may remove flowers, shrubs, or any plant material that interferes with the opening and closing of a lot for an interment.
  12. No pleasure ATV's (All Terrain Vehicles), unlicensed motorcycles or snowmobiles are allowed in the cemetery grounds.
  13. All visitors should conduct themselves in a quiet manner that shall not disturb any service being held.
  14. No picnics shall be permitted in the cemetery grounds.
  15. Dogs on leashes are permitted in the cemetery. We ask that all owners respect the sanctity of the cemetery grounds and pick up after their pets.
  16. No child under the age of sixteen years of age shall be permitted in the cemetery grounds, except under control of an adult.
  17. Drivers of vehicles within the Cemeteries shall respect all plots and shall be held responsible for any damage done by said vehicles.
  18. No person may damage, destroy, remove or deface any property within the cemetery.
  19. Any person who damages any lot, plot, marker, columbarium or any other structure in the cemeteries shall be held personally responsible.

## **SECTION H: RULES FOR WORKERS, MONUMENT DEALERS AND CONTRACTORS**

1. All contractors performing work in a cemetery are required to produce on an annual basis evidence of public liability and property damage insurance in amount not less than two million dollars (\$2,000,000.00).
2. All contractors performing work in a cemetery shall be required to produce on an annual basis evidence of good standing with the Workplace Safety and Insurance Board (WSIB) if applicable.
3. All contractors and workers in any capacity within the cemetery including masons, carters, stonecutters, erectors or helpers are subject to the direction and control of the cemetery operator and are further governed by the Occupational Health and Safety Act and Regulations with respect to proper safety wear.
4. All persons performing work in the cemetery shall conduct themselves in a manner in keeping with the dignity of the cemetery and shall respect any restrictions which may be required by the cemetery operator in the performance of their work.
5. Contractors, monument dealers and suppliers shall not enter the cemetery in the evening, on weekends or statutory holidays, unless approval has been granted by the cemetery operator.
6. Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. The cemetery operator reserves the right to temporarily cease contractor operations at their sole discretion if the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the cemetery.
7. Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved in order to protect the surface from damage.
8. Heavy loads shall not be permitted in the cemetery when the roads are in unfit condition.

## **SECTION I: COLUMBARIUMS**

1. Payment of applicable fees as outlined in Schedule "H", as amended must be made to the cemetery operator before an interment may take place.
2. Only the cemetery operator may open and seal niches for interments. This applies to the inside sealer and the niche front.
3. Niche covers serve as a memorial marker. Engraving of niche covers shall be scheduled through the cemetery operator. No other service provider shall be permitted to engrave covers other than the one appointed by the cemetery operator. The cost of engraving will be as quoted by the cemetery operator's service provider. Logos, artwork, and designs shall not be permitted however a photo of the deceased is allowed on the niche cover. In order to provide a neat and conformed appearance, the same font and border will be used consistently for all engravings on niche covers.
4. There should be no attachments, or placements of decorations on the columbarium, inside or outside units.
5. There will be a maximum of 2 (two) urn placements only, in a columbarium niche.

## **SECTION J: MORTUARY REGULATIONS**

1. Permits for the use of the storage vault must be obtained from the cemetery operator.



2. The use of the storage vault shall be billed at the rates shown on Schedule “H”, as amended.
3. The cemetery operator may remove a body deposited in the vault and inter it in a single grave at any time after the expiration of the time for which payment has been made, or at any time should the condition of the body render its interment necessary or expedient.
4. All bodies must be removed from the vault by the first of June in each year.
5. The bodies of persons who died from contagious diseases cannot be stored in the vault but must be interred.
6. The cemetery operator reserves the right to determine if the weather conditions are adverse enough to prevent a burial. If it be necessary, the vault may be used at no extra charge until the weather conditions permit the interment.
7. All bodies stored in the vault must be embalmed.

## **SECTION K: CONTRACTS, CERTIFICATES OF INTERMENT AND FORMS**

1. The Contract for the purchase of Interment Rights is attached as Schedule “A” to this By-law.
2. The form of Certificate of Interment Rights is attached as Schedule “B” to this By-law.
3. The application for Transfer of Ownership is attached as Schedule “C” to this By-law.
4. The form for Marker Permit is attached as Schedule “D” to this By-law.
5. The form for Letter of Permission is attached as Schedule “E” to this By-law.
6. The form for Mortuary Storage Permit is attached as Schedule “F” to this By-law.
7. Active cemeteries under the jurisdiction of the Corporation of the Township of Sables-Spanish Rivers are listed in Schedule “G” to this By-law.

## **SECTION L: PRICE LIST**

Subject to the *Funeral, Burial and Cremation Services Act, 2002*, as amended, and the regulations made thereunder, the attached Schedule “H” is the price list of fees and charges to be paid by persons purchasing lots in the said cemeteries or requiring services to be performed therein. Such price list may be amended by by-law of the Council as it, from time to time, deems necessary.

## **SECTION M: PENALTIES**

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

## SECTION N: VALIDITY


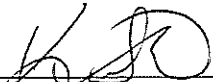
If a section of this By-law is, for any reason, held by a Court of law or other Administrative Tribunal to be invalid, the remaining sections shall remain in effect until repealed.

## SECTION O: EFFECTIVE DATE



THAT this by-law shall come into force and upon approval by the Registrar, Cemeteries Regulation Unit, Ministry of Consumer Services, Pursuant to the Funeral, Burial and Cremation Services Act, 2002.

THAT any bylaws or resolutions passed by the former Township of The Spanish River, the former Town of Massey and the former Town of Webbwood that are inconsistent with this bylaw are hereby repealed.

Read a first and second time this 14th day of October, 2020.

  
Mayor Leslie GAMBLE  
Deputy Mayor-G. MASSICOTTE  
  
Clerk Administrator Kim SLOSS

Read a third time and passed in open Council this 14th day of October, 2020.

  
Mayor Leslie GAMBLE  
Deputy Mayor-G. MASSICOTTE  
  
Clerk Administrator Kim SLOSS