

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

REGULAR MEETING

PAGE 1

MARCH 10 2021

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

Motion No: 2021-57
 Moved By: D. RIVERS
 Seconded By: K. BURKE
 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 meeting of February 10, 2021 be approved.

CARRIED

No disclosures of pecuniary interest

Donation-
Massey Ag.
Society
 Motion No. 2021-58
 Moved By: P. HNATUIK
 Seconded By: C. PHILLIPS
 BE IT RESOLVED THAT a donation be approved in the amount of \$600.00 to the Massey Agricultural Society for an Easter Egg Hunt event.
CARRIED

Finance
Committee
Mtg Report
 Motion No. 2021-59
 Moved By: D. RIVERS
 Seconded By: P. HNATUIK
 BE IT RESOLVED THAT the attached Finance Committee Meeting Report of March 1, 2021 be accepted.
CARRIED

Municipal
Modern-
ization
Program-
Intake 1
 Motion No. 2021-60
 Moved By: K. BURKE
 Seconded By: D. RIVERS
 BE IT RESOLVED THAT staff be directed to allocate remaining funds from Intake 1 of the Municipal Modernization Program to the following capital investments:
 Municipal LED Lighting Upgrade and Bridge and Culvert Repairs and Replacements as per the 2020 Bridge Report.
CARRIED

Municipal
Modern-
ization
Program-
Intake 2
 Motion No. 2021-61
 Moved By: P. HNATUIK
 Seconded By: D. RIVERS
 BE IT RESOLVED THAT we agree to participating in a joint municipal application through Intake 2 of the Municipal Modernization Program, for a third-party review of shared services/alternative delivery models.
CARRIED

Declare
Surplus
Property –
Tube
Lake Dam
/Bridge
 Motion No. 2021-62
 Moved By: P. HNATUIK
 Seconded By: C. PHILLIPS
 BE IT RESOLVED THAT pursuant to Sections 1 and 5 of Bylaw 2009-36, a bylaw to establish policies respecting the sale of property, Council hereby declares the following property as surplus:
 Firstly: Part of Parcel 28050, Section 18, Township of Victoria, designated as Parts 1 and 6 on Plan 53R-18962;
 Secondly: Part of Parcel 29052, Section 18 Township of Victoria, designated as Parts 2 and 7 on Plan 53R-18962;
 AND THAT the said property shall be conveyed to the Ministry of Government and Consumer Services for the purposes of the Tube Lake Dam/Bridge Replacement.
CARRIED

Add to
Agenda – E1
Extension of
Ice Season
 Motion No. 2021-63
 Moved By: C. PHILLIPS
 Seconded By: D. RIVERS
 BE IT RESOLVED THAT the following be added to the Regular Agenda:
 E1-Update – Extension of Ice Season
CARRIED

Massey
Arena – End
of Ice Season
 Motion No. 2021-64
 Moved By: P. HNATUIK
 Seconded By: C. PHILLIPS
 BE IT RESOLVED THAT due to further Covid-19 restrictions placed on sports and recreation centres by Public Health Sudbury & Districts, effective March 10, 2021, it is determined that the ice-in season shall be concluded;
 AND THAT the Recreation Coordinator be instructed to proceed with ice removal at the Massey Arena.
CARRIED

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

REGULAR MEETING

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MARCH 10 2021

Motion No. 2021-65
Moved By: D. RIVERS
Seconded By: K. BURKE
BE IT RESOLVED THAT the following bylaws be read a first and second time:
Bylaws – 1st/2nd Readings
Bylaw 2021-14 – being a bylaw to purchase land for municipal road purposes;
Bylaw 2021-15 – being a bylaw to enter into an agreement of purchase and sale regarding the Tube Lake Dam and Bridge Replacement Project;
Bylaw 2021-16 – being a bylaw to amend a bylaw to regular open air burning.
CARRIED

Motion No. 2021-66
Moved By: C. PHILLIPS
Seconded By: P. HNATUIK
BE IT RESOLVED THAT the following bylaws be read a third and final time and passed in open council:
Bylaws – 3rd/Final Reading
Bylaw 2021-14 – being a bylaw to purchase land for municipal road purposes;
Bylaw 2021-15 – being a bylaw to enter into an agreement of purchase and sale regarding the Tube Lake Dam and Bridge Replacement Project;
Bylaw 2021-16 – being a bylaw to amend a bylaw to regular open air burning.
CARRIED

Motion No. 2021-67
Moved By: D. RIVERS
Seconded By: K. BURKE
BE IT RESOLVED THAT we move into closed session at 7:25 p.m., pursuant to Section 239(2)(b) of the Municipal Act to consider personal matters about identifiable individuals including municipal and local board employees, respecting employees, an administrative position and council vacancy;
AND THAT for the purpose of a portion of this closed session that the Clerk is absent for, Ruth Clare is hereby appointed as Acting Clerk in accordance with Section 228(4) of the Municipal Act, 2001.
CARRIED

Resolutions 2021-68 to 2021-72, inclusive, were dealt with in closed session and are in sealed envelopes and filed in the office of the Clerk.

Motion No. 2021-73
Moved By: D. RIVERS
Seconded By: P. HNATUIK
BE IT RESOLVED THAT this closed session be adjourned at 8:00 p.m. and the regular meeting resumed.
CARRIED

Motion No. 2021-74
Moved By: P. HNATUIK
Seconded By: K. BURKE
BE IT RESOLVED THAT Council opts to conduct interviews for the Council vacancy, and to make the appointment at the March 24, 2021 Council meeting.
CARRIED

Motion No. 2021-75
Moved By: D. RIVERS
Seconded By: K. BURKE
BE IT RESOLVED THAT the time is 8:15 p.m. and this meeting be adjourned until the next regular meeting or call of the Chair
CARRIED

MAYOR – L. GAMBLE

CLERK – K. SLOSS

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

FINANCE COMMITTEE MEETING

PAGE 1

March 1, 2021

PRESENT: Councillor Pat Hnatuik, Councillor Cheryl Phillips, Councillor Dale Rivers,
Councillor Kevin Burke (via Zoom)
Staff: Ruth Clare, Treasurer; Clerk-Administrator Kim Sloss; Crew Supervisor Jacques Mailloux

The meeting began at 6:00 pm.

Crew Supervisor Jacques Mailloux attended the meeting to answer any questions the Committee might have in regards to the Roads Department Capital and Operating Budget.

Review of the 2021 Draft Capital Budget Revisions

Fisher Sideroad and Tracy Road – the gravel for these projects will be supplied from Carlyle Construction at the tendered rate for 2021. Supply Granular A @ \$12.90/tonne – Supply, Haul and Spread Granular A @ \$17.90/tonne.

Burns Crossover Road – Crew Supervisor clarified that the 1 km section to be re-gravelled was going to be from the skidoo trail southernly to River Valley Rd.

First and Second Street Paving – concern was raised in regards to sidewalk flooding on north side of Front St. There is a shelf ready project to replace the watermain on Algoma St. & Front St. which would encompass the sidewalks that are of concern.

Buckmiller Rd culvert – Crew Supervisor based his estimate on previous culvert replacements of this size and would be using a galvanized culvert.

WTP – Roof Snow Guards – the Committee wants to know why this repair would be \$5800.00. The Treasurer sent an email to OCWA requesting more information on the estimate provided. Their response was:

The work would entail the following, (I called it a repair however in some areas it never existed so it would be new):

- *Develop a scope for the work*
 - *Define the areas where a snow guard is required, whether new or repair existing*
 - *Determine the style of snow guard required*
- *Obtain a contractor to complete the work through a competitive bid process*

The \$5800.00 is a best guess estimate at this point.

Splash Pad – the Committee had concerns with moving forward with this project because of COVID-19 restrictions that remain in place and the uncertainty of what the upcoming year will bring. They would like show their commitment to this project for next year and transfer some available funds into reserves at the end of the year.

2021 Draft Operating Budget Revisions

Roads budget – discussion was had on radio repairs and upgrades, the Crew Supervisor will get a review of the current radio system to determine what issues there might be and what repairs or upgrades may be needed. There is an opportunity to use modernization funds for this expense.

The Crew Supervisor expressed to the committee the need for forks on the JD410 Backhoe. Forks would be utilized when moving things like park benches, and culverts. Forks cannot be used on the 621C Loader anymore, the repair in 2020 removed the quick attach function. The committee indicated that if the JD410 Backhoe was going to be used with forks then training for lifting devices should be something provided to the operators.

The Committee would like to see more training for heavy equipment operation. The Crew Supervisor will get some cost estimates, and there may also be a possibility of partnering with neighbouring communities for cost savings. This item will be brought back to the next Finance meeting.

Crew Supervisor Jacques Mailloux left the meeting at 6:40 pm.

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

FINANCE COMMITTEE MEETING

PAGE 2

March 1, 2021

Administration budget – the General Gov't Telephone and Internet expense account was increased to \$5400.00 to cover the costs of using the new satellite Starlink as a internet service provider. The Committee agreed to increase the budget, but recommended waiting to see how the service improves before we sign up.

Fire budget – the Committee reviewed the detailed information that was provided from the Fire Chief on some budget items. Discussion was had in regards to the previous fundraising that was done for the Fire Safety Training Trailer. Councillor Hnatuik (Fire Rep) informed the Committee that the Fire Department as a whole is in agreement on changing what the funds will be used for. The new project would be the "Training Facility" project that the Committee deferred to 2022 at the last meeting.

Parks and Recreation budget – an additional \$3000.00 for the Teasdale Park was added to the budget. The Crew Supervisor provided this estimate for the culvert installation and clearing for parking.

The Treasurer will upload the 2021 draft operating budget into the Asyst financial software and will prepare a preliminary Statement of Revenue and Expenditures for the next meeting. This will be for information only, and will be updated once the 2021 Budget has been finalized and approved.

User Fees review

In regards to the User Fee bylaw the committee makes the following recommendations to Council:

Schedule A: Administration

- Tax Certificates and Zoning/Building Conformity – increase from 40.00 to 50.00

Schedule C: Waste Management

- septic waste disposal fee increase from 35.00 per residence/tank to 50.00 per residence and 150.00 per commercial business
- commercial garbage increase from 6.55/cu.m. to 10.00/cu.m.

Schedule G: Parks and Recreation

- Ice Rental - Youth Organization from 80.00 to 83.00
Mon-Fri 8am-4pm from 60.00 to 65.00

The Committee moved into Closed session to deal with Wages.

The closed session was adjourned and the regular committee meeting resumed

Library Budget – A brief discussion was had about the municipality providing benefits and a pension plan to the CEO Librarian. The Treasurer recommends that the Library provide the benefits or pension plan options to their employees without the municipality getting involved. It was also recommended by the Committee that the 2021 CEO Pension Plan & Benefits budget amount be increased to provide for the possibility of future enrollment for the Library employees.

The meeting adjourned at 8:10 pm. Next meeting is to be scheduled.

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

BYLAW NUMBER 2021-14

Being a Bylaw to Authorize the Purchase of Land
For Municipal Road Purposes

WHEREAS Section 10(1) of the Municipal Act 2001 as amended allows for a municipality to provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS it is deemed expedient to purchase land for municipal road purposes as a result of consent applications where public roads (Woolsey, Temperance Valley and Emiry Roads) were deemed to be on the applicants' land;

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

THAT the lands as shown on the sketches attached hereto as Schedules 'A' and 'B' and described as follows, be purchased for municipal road purposes from Emiry Farms Ltd.


Firstly: P.I.N. 73424-0096
Pt Lot 9, Concession 6
Part 1 of Plan 53R-21333
Township of Harrow

Secondly: P.I.N. 73416-0185
Pt Lot 9, Concession 1
Parts 2 & 3 of Plan 53R-21332
Township of May

AND THAT the Transfer/Deed of Land document be attached hereto as Schedule 'C'.

READ A FIRST AND SECOND TIME THIS 10TH DAY OF MARCH, 2021.

READ A THIRD AND FINAL TIME AND PASSED IN OPEN COUNCIL THIS 10TH DAY OF
MARCH, 2021.


MAYOR – L. GAMBLE


CLERK – K. SLOSS

BYLAW 2021-14
SCHEDULE 'A'

LOT 9

CONCESSION

LIMIT OF WOOLSEY ROAD SET
10.00m± FROM CENTRELINE OF
ROAD PER MUNICIPAL REQUIREMENTS
ON INSTRUCTION OF OWNER

LIMIT OF WOOLSEY ROAD SET
10.00m± FROM CENTRELINE OF
ROAD PER MUNICIPAL REQUIREMENTS
ON INSTRUCTION OF OWNER

GEOGRAPHIC

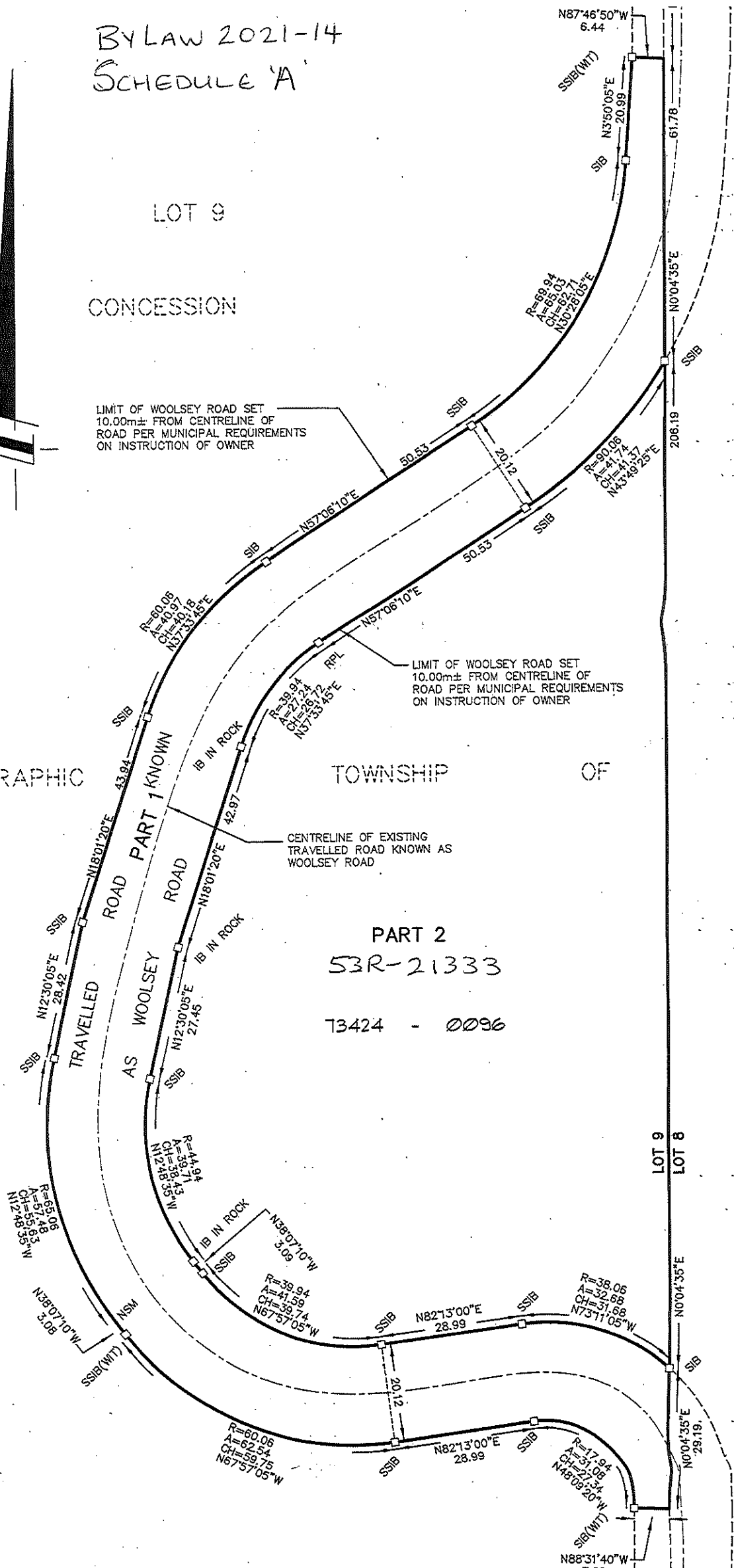
TOWNSHIP

OF

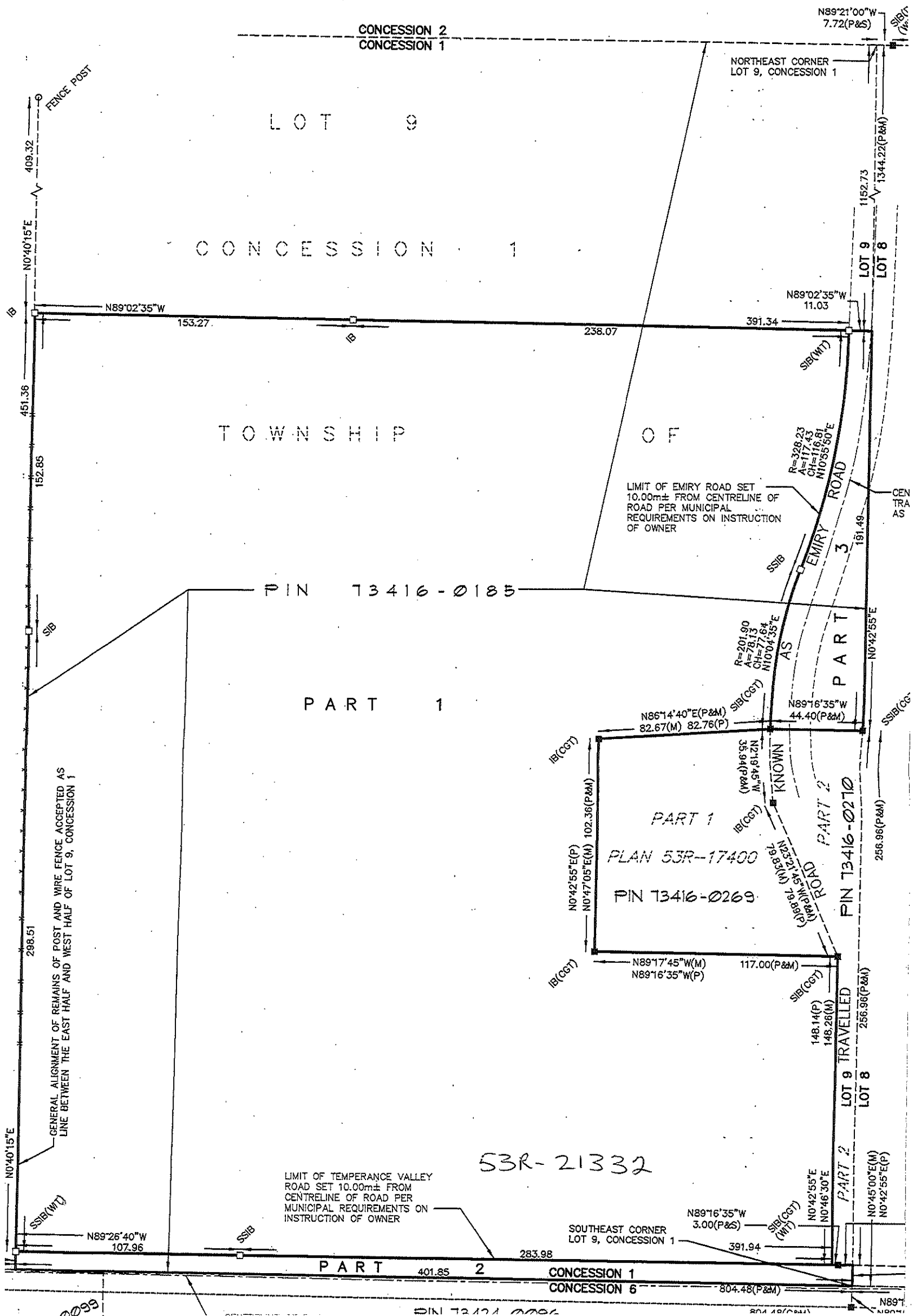
PART 2
53R-21333

73424 - 0096

PIN



BYLAW 2021-14
SCHEDULE 'B'



THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

BYLAW NUMBER 2021 - 15

Being a Bylaw to Enter into an Agreement of Purchase and Sale
with the Minister of Government and Consumer
for the Tube Lake Dam and Bridge Replacement Project

WHEREAS Section 10(1) of the Municipal Act, 2001, as amended, provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

WHEREAS Section 10(2) of the Municipal Act, 2001, as amended provides that a municipality may pass bylaws relating to public assets of the municipality and the health, safety and well-being of persons;

AND WHEREAS it is deemed expedient to convey lands for the purpose of the Tube Lake Dam and Bridge Replacement Project;

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

1. That the Agreement of Purchase and Sale, attached hereto as Schedule 'A' to this Bylaw, be entered into;
2. The Mayor and Clerk are authorized to sign and execute the said agreement.

READ A FIRST AND SECOND TIME THIS 10TH DAY OF MARCH, 2021.


MAYOR – L. GAMBLE


CLERK – K. SLOSS

READ A THIRD AND FINAL TIME AND PASSED IN OPEN COUNCIL THIS 10TH DAY OF
MARCH, 2021.


MAYOR – L. GAMBLE


CLERK – K. SLOSS

Tube Lake Dam – The Corporation of the Township of the Spanish River

THE CORPORATION OF THE TOWNSHIP OF THE SPANISH RIVER

as “Vendor”

and

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE
MINISTER OF GOVERNMENT AND CONSUMER SERVICES**

as “Purchaser”

AGREEMENT OF PURCHASE AND SALE

AGREEMENT OF PURCHASE AND SALE

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF THE SPANISH RIVER
(hereinafter collectively called the "Vendor")

OF THE FIRST PART

- and -

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
AS REPRESENTED BY THE MINISTER OF GOVERNMENT AND
CONSUMER SERVICES
(hereinafter collectively called the "Purchaser")

OF THE SECOND PART

RECITALS:

- A. The Vendor is the owner in fee simple of the property defined as the "Property" in Section 1.01(o) of this Agreement.
- B. The Purchaser has offered to purchase the Property from the Vendor and the Vendor has agreed to sell the Property to the Purchaser on the terms and conditions hereinafter set forth.
- C. OILC confirms that it is the designated agent of the Purchaser.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1 DEFINITIONS

1.01 Definitions

Unless the context expressly or by necessary implication indicates a contrary meaning, the terms defined in this Section 1.01 for all purposes of this Agreement, shall have the meanings set out below:

- (a) "Acquisition Approval" means the necessary internal governmental approvals required by the Purchaser to acquire the Property including, but not limited to, the approval of the Minister of Government and Consumer Government Services.
- (b) "Adjustments" means the adjustments to the Purchase Price provided for and determined pursuant to this Agreement.
- (c) "Affiliate" has the meaning set out in the *Business Corporations Act*, R.S.O. 1990, c.B. 16.
- (d) "Agreement" means collectively, this agreement of purchase and sale, all Schedules attached hereto and every properly executed instrument which by its terms amends, modifies or supplements this Agreement.
- (e) "Applicable Laws" means, collectively, all statutes, laws, by-laws, regulations, ordinances and orders of any governmental Authority, including without limitation all Land Use Regulations.
- (f) "Assignee" has the meaning ascribed to it in Section 14.02.
- (g) "Authority" means any governmental or quasi-governmental authority, regulatory authority, government ministry, department, agency, commission, board, tribunal, body or department, or any court, whether federal, provincial or municipal, having jurisdiction over the Property, or the use thereof.

- (h) “**Buildings**” means, individually or collectively, as the context requires, all buildings, structures and fixed improvements located on, upon or under the Lands, and all improvements and fixtures of the Vendor contained in, upon or on such buildings and structures which are used in the operation of same, but excluding all buildings, structures, fixtures and improvements which are not owned by the Vendor, and “**Building**” means any one of the Buildings.
- (i) “**Building Systems**” include, but are not limited to, all mechanical, electrical, drainage, lighting, heating, sprinkler, ventilation, air-conditioning, cooling and refrigeration, security alarm and plumbing and entry systems, elevators, escalators, boilers, chillers, transformers and generators, all dock equipment, utilities and other mechanical and electrical systems installed in or used in the operation of the Buildings.
- (j) “**Business Day**” means any day on which the Government of Ontario normally conducts business.
- (k) “**Chattels**” means, collectively, the equipment, inventory, supplies and other chattels owned by the Vendor as of the Closing Date, located at the Lands or Buildings, and used in the maintenance, repair and operation of the Property, if any, all of which are listed in Schedule C to this Agreement.
- (l) “**Class EA**” means the Class Environmental Assessment Process for the Ministry of Infrastructure or Ministry of Government and Consumer Services, as the case may be, as it applies to OILC realty activities (being as at the date of this Agreement the “Ministry of Infrastructure Public Work Class Environmental Assessment (Office Consolidation)”, as approved April 28, 2004 and amended on September 11, 2008 and on October 31, 2012), as approved, amended, or renewed from time to time by the Minister of the Environment, Conservation and Parks pursuant to Section 14 of the *Environmental Assessment Act*, R.S.O. 1990, c. E.18.
- (m) “**Class EA and Heritage Requirements**” has the meaning ascribed to it in Section 8.01.
- (n) “**Closing**” means the closing of the Transaction, including without limitation the payment of the Purchase Price and the delivery of the closing documents in accordance with the provisions of this Agreement.
- (o) “**Closing Date**” means the day which is thirty (30) days next following the later of (i) the Inspection Period Date, (ii) the date that the Vendor waives the last of its conditions as set out in this Agreement and (iii) the date the Purchaser waives the last of its conditions as set out in this Agreement, or such other date as the parties may agree.
- (p) “**Conditional Lands**” means the lands legally described as part of PIN 73419-0035(LT), being Part of Parcel 27277, Sudbury West Section, Surface Rights Only, being Part of the Southeast Quarter, Section 18, Geographic Township of Victoria, now in the Township of Sables-Spanish River, District of Sudbury, designated as Part 3 on Plan 53R-18962; Township of Sables-Spanish River, District of Sudbury.
- (q) “**Contaminant**” has, for the purposes of this Agreement, the same meaning as that contained in the *Environmental Protection Act*, R.S.O. 1990, c. E.19, as amended, and shall include the requirements of any and all guidelines and/or policies issued by the Ontario Ministry of the Environment, Conservation and Parks and/or the Ministry of Labour.
- (r) “**Date of Acceptance**” means the date the Vendor accepts and executes this Agreement and delivers notice of such to the Purchaser.
- (s) “**Deposit**” means the monetary deposit, if applicable, paid by the Purchaser to the Vendor, said deposit to be credited towards the Purchase Price on the Closing Date.
- (t) “**Due Diligence**” has the meaning ascribed to it in Section 5.01.
- (u) “**Environmental Law**” means, collectively, all Applicable Laws and agreements with governmental Authorities and all other applicable federal and provincial statutes, municipal and local laws, common law and deed restrictions, all by-laws, regulations, codes, licences, permits, orders, directives, guidelines, decisions rendered by any governmental Authority relating to the protection of the environment, natural resources, public health, occupational health and safety or the manufacture, processing, distribution, use, treatment, storage, disposal, packaging, transport, handling, containment, clean-up or

other remediation or corrective action of any Hazardous Substance, and all authorizations issued pursuant to such Applicable Laws, agreements or statutory requirements.

- (v) **"Environmental Reports"** means the reports relating to the environmental condition of the Lands and/or Buildings.
- (w) **"Further Class EA Extension Period"** has the meaning ascribed to it in Section 8.02(d)(i).
- (x) **"Further Extension Period"** has the meaning ascribed to it in Section 8.03(b).
- (y) **"Hazardous Substance"** includes, but is not limited to any hazardous or toxic chemical, waste, by-product, pollutant, contaminant, compound, product or substance, including without limitation, any Contaminant, asbestos, polychlorinated biphenyls, petroleum and its derivatives, by-products or other hydrocarbons and any other liquid, solid or gaseous material the exposure to, or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, disposal, abatement, cleanup, removal, remediation or handling of, which is prohibited, controlled or regulated by any and is defined in or pursuant to any Environmental Law.
- (z) **"HST"** has the meaning ascribed to it in Section 4.01.
- (aa) **"Initial Class EA Extension Period"** has the meaning ascribed to it in Section 8.02.
- (bb) **"Initial Extension Period"** has the meaning ascribed to it in Section 8.03.
- (cc) **"Inspection Period Date"** means that date which is thirty (30) days following the Date of Acceptance.
- (dd) **"Interim Period"** means the period between the Date of Acceptance and the Closing Date.
- (ee) **"Lands"** means the land(s) described in Schedule A.
- (ff) **"Land Use Regulations"** means collectively, any land use policies, regulations, by-laws, or plans of any Authority that apply to the use of the Property, including the existing Official Plans, zoning by-laws and zoning orders.
- (gg) **"Land Transfer Tax Affidavit"** has the meaning ascribed to it in Section 15.01.
- (hh) **"Legal Proceedings"** means any litigation, action, suit, citation, investigation, hearing, claim, complaint, grievance, arbitration proceeding or other proceeding affecting the Vendor in respect of the Property and includes any appeal or review and any application for same.
- (ii) **"Municipality"** means the municipality (or municipalities) where the Property is located.
- (jj) **"OILC"** means Ontario Infrastructure and Lands Corporation.
- (kk) **"Open Data"** means data that is required to be released to the public pursuant to the Open Data Directive.
- (ll) **"Open Data Directive"** means the Management Board of Cabinet's Open Data Directive, updated on April 29, 2016, as amended from time to time.
- (mm) **"Plans, Drawings and Permits"** means all the right, title and interest of the Vendor in any and all plans, drawings and permits of the Buildings including any and all "as built" drawings, structural diagrams, engineering plans and specifications owned by the Vendor, together with all building and occupancy permits owned and in the possession of the Vendor and any preliminary plans, reports or test results relating to the potential development of the undeveloped portion of the Lands.
- (nn) **"Permitted Encumbrances"** means, collectively, the encumbrances listed in Schedule B and any encumbrances created under the terms of this Agreement.
- (oo) **"Property"** means, collectively, all of the right, title and interest of the Vendor in and to each of the Lands, the Buildings, the Building Systems, the Chattels, the Tenancy Agreements, and the Property Documents.

- (pp) **"Property Documents"** means any and all documents in the possession or control of the Vendor related to the Property, to be listed in Schedule E, and which shall include, at a minimum:
- (A) Plans, Drawings and Permits;
 - (B) executed copies of any Tenancy Agreements, assignable service contracts, operating agreements and management agreements;
 - (C) copies of Warranties and Guarantees;
 - (D) copies of building inspection reports, building condition reports, the Environmental Reports, heritage reports and archaeological reports relating to the Property;
 - (E) a list and summary of all continued or threatened Legal Proceedings;
 - (F) copies of any and all unregistered Permitted Encumbrances to which the Purchaser is required to accept title;
 - (G) copies of any and all notifications of any default or non-compliance notice received by the Vendor with respect to any Permitted Encumbrances;
 - (H) a description of any encroachments of the Buildings onto adjoining properties, and of any buildings or improvements on adjoining properties onto the Lands, that are not disclosed in the surveys and certificates of location and of which the Vendor is aware;
 - (I) a description, and where available copies of, any unregistered rights of way affecting the Property of which the Vendor is aware and which are not otherwise disclosed in the land registry office;
 - (J) copies of all records kept in accordance with all applicable provincial and municipal fire, health and safety regulations, including inspections, checks and tests of fire extinguishers, loud speaker systems, sprinkler systems and other life safety systems, and copies of all records kept with respect to elevator and escalator inspections and maintenance and copies of all maintenance records and logs kept by the Vendor with respect to the Property; and
 - (K) any plan of survey of the boundaries of the Property.
- (qq) **"Purchase Price"** means the total amount as set out in Section 2.01 that shall be paid by the Purchaser to the Vendor for the Property, exclusive of HST and subject to the Adjustments.
- (rr) **"Purchaser"** means Her Majesty the Queen in right of Ontario as represented by the Minister of Government and Consumer Services and includes, for the purpose of any exculpatory clause and indemnity included in this Agreement in favour of the Vendor, OILC, any ministries, agencies, representatives, servants, employees, agents, invitees, officers, directors, contractors and licensees of Her Majesty the Queen in right of Ontario and OILC, and their brokers, service provider(s) and any other entity over whom the Purchaser or OILC may reasonably be expected to exercise control.
- (ss) **"Requisition Date"** has the meaning ascribed to it in Section 13.01.
- (tt) **"Tenancy Agreements"** means all leases or licences, if any, to be assumed by the Purchaser which currently affect the Property and are listed in Schedule B of this Agreement.
- (uu) **"Transaction"** means, collectively, the purchase and sale of the Property provided for in this Agreement and all other matters contemplated in this Agreement.
- (vv) **"Warranties and Guarantees"** means all warranties, guarantees or contractual obligations that entitle the Vendor to any rights against a contractor or supplier engaged in the construction or maintenance of the Property or Chattels.

All references to a statute or regulation include all amendments, re-enactments or replacements of the statute or regulation. All references to a government ministry, minister, board or tribunal shall be interpreted to include its predecessor or successor, where applicable as determined by the Purchaser.

SECTION 2 AGREEMENT OF PURCHASE AND SALE

- 2.01 The Vendor agrees to sell, transfer and assign to the Purchaser all of the right, title and interest of the Vendor in the Property and the Purchaser agrees to purchase, acquire and assume the Property from the Vendor for the Purchase Price of **Nine Thousand Eight Hundred Fifty Dollars (\$9,850.00)** that shall be paid by the Purchaser to the Vendor for the Property, exclusive of HST and subject to the Adjustments on the Closing Date.

SECTION 3 PAYMENT OF PURCHASE PRICE

- 3.01 On Closing, the Purchase Price shall be paid and satisfied as follows:
- (a) by release of the Deposit to the Vendor, if applicable; and
 - (b) the balance of the Purchase Price, as adjusted pursuant to this Agreement shall be paid on the Closing Date by the Purchaser to the Vendor by way of wire transfer.
- 3.02 This Agreement shall be completed on the Closing Date in accordance with the Document Registration Agreement attached as Schedule G.

SECTION 4 HARMONIZED SALES TAX

- 4.01 The Purchase Price of the Property does not include the Harmonized Sales Tax (the "HST") payable by the Purchaser in respect of the purchase of the Property pursuant to the *Excise Tax Act*, R.S.C. 1985, c. E.15 (Canada) (the "Act"). Subject to Section 4.02 of the Agreement, the Purchaser agrees to pay to the Vendor, on the Closing Date, as a condition of completion of this Transaction by wire transfer, all HST payable as a result of this Transaction in accordance with the Act.
- 4.02 Notwithstanding Section 4.01 above, the Vendor shall not collect HST from the Purchaser in this Transaction if, on Closing, the Purchaser is registered under the Act and in that event, the Purchaser shall:
- (a) file returns and remit such HST to the Receiver General for Canada when and to the extent required by the Act; and
 - (b) provide to the Vendor, on the Closing Date, a certificate confirming that the Purchaser is registered under the Act for the purposes of collecting and remitting HST, and confirming its HST registration number under the Act, such certificate to be on the Purchaser's form,
- failing which the Purchaser shall pay to the Vendor on Closing the HST payable by the Purchaser with respect to this Transaction and the Vendor shall remit such HST to the appropriate Authority in accordance with the Act.
- 4.03 The Purchaser's obligations under this Section 4 shall survive and not merge on Closing.

SECTION 5 INSPECTION PERIOD DATE, DUE DILIGENCE AND VENDOR'S ENVIRONMENTAL INDEMNITY

- 5.01 The Purchaser shall have until the Inspection Period Date to carry out all analyses, investigations, inspections, interviews and tests relating to the financial, physical, environmental and other condition or aspect of the Property, title to the Property, compliance by the Property with work orders and zoning and to carry out any other analyses or investigations with respect to the Transaction, which the Purchaser deems necessary or desirable, to satisfy itself regarding its proposed use or need of the Property or as to completion of its Class EA process pursuant to the *Environmental Assessment Act* R.S.O. 1990, and obtain the Acquisition Approval and any other required government approvals required in its sole, unfettered, absolute and subjective discretion for its proposed use or need of the Property (the "Due Diligence") and to satisfy itself in its sole, unfettered, absolute and subjective discretion with the results of such Due Diligence.

OFFERED BY the Purchaser this _____ day of _____, 2021.

HER MAJESTY THE QUEEN IN RIGHT
OF ONTARIO
as represented by
THE MINISTER OF GOVERNMENT AND
CONSUMER SERVICES
as represented by
ONTARIO INFRASTRUCTURE AND
LANDS CORPORATION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Authorized Signing Officer(s)

ACCEPTED BY the Vendor this 10th day of March, 2021.

THE CORPORATION OF THE TOWNSHIP
OF THE SPANISH RIVER

By: 
Name: Leslie Gamble
Title: Mayor

By: 
Name: Kim Sloss
Title: Clerk-Administrator

I/We have authority to bind the
Corporation

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

BYLAW NUMBER 2021-16

Being a Bylaw to Amend a Bylaw for the
Purpose of Regulating Open Air Burning

WHEREAS Subsection 7.1(1) of the Fire Protection and Prevention Act, 1997, S.O. 1997, c. 4, as amended, allows the council of a municipality to pass bylaws regulating the setting of open air fires, including establishing the times during which open air fires may be set;

AND WHEREAS Section 10(2)(6) of the Municipal Act, 2001, S.O. 2001, c. 25, allows the municipality to pass a bylaw respecting the health, safety and well-being of persons;

AND WHEREAS the Council of The Corporation of the Township of Sables-Spanish Rivers deems it expedient to impose regulations and the issuance of burning permits to control open air burning for protecting inhabitants, property owners and property in the municipality;

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

1. Section 20 (a) of Bylaw 2016-25 is hereby amended to read as follows:

“discharge of consumer fireworks shall be permitted in accordance with the provisions set out in the Township’s Noise Bylaw”;


2. This Bylaw hereby amends Bylaw 2016-25

READ A FIRST AND SECOND TIME THIS 10TH DAY OF MARCH, 2021.


MAYOR – L. GAMBLE


CLERK – K. SLOSS

READ A THIRD AND FINAL TIME AND PASSED IN OPEN COUNCIL THIS 10TH DAY OF
MARCH, 2021.


MAYOR – L. GAMBLE


CLERK – K. SLOSS