

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

AGENDA

Council Chambers – 11 Birch Lake Road, Massey

REGULAR MEETING OCTOBER 9, 2024; 6:30 p.m.

We begin this meeting by acknowledging that we are on land that has been inhabited by Anishnawbek Nations. We would like to acknowledge that the land on which we gather is the traditional territory of the Sagamok Anishnawbek and we would like to give thanks for sharing this land.

DISCLOSURE OF PECUNIARY INTEREST AND THE GENERAL NATURE THEREOF

DELEGATIONS:

PUBLIC MEETINGS:

CONSENT AGENDA – Resolution to approve the following agenda items:

- A1 Accounts – BE IT RESOLVED THAT the attached Cheque Register for the month of September 2024 totalling \$1,004,062.72 be approved as paid.
- G1 Bylaws – BE IT RESOLVED THAT Bylaw 2024-57 being a bylaw to enter into an agreement with the Province of Ontario (MTO) for the Webbwood Fire Line be read a first, second, third and final time and passed in open council.

(For the purpose of convenience and for expediting the meeting, matters of repetitive or routine nature are included in the Consent Agenda and are voted on collectively. A Member of Council may request an Item to be singled out from the Consent Agenda to allow debate while all other Items remaining are voted on collectively. Each Item contained in the Consent Agenda is recorded separately in the minutes of the meeting.)

REGULAR AGENDA	ACTION
<b>A GENERAL GOVERNMENT</b>	
A2 Local Government Week – Information Session for 2024	Resolution
<b>B PROTECTION TO PERSONS AND PROPERTY</b>	
B1 Bylaw Enforcement Officer – Q3 Update	Discussion
B2 Trailer Licencing Bylaw – Update	Discussion
B3 Fire Department Report – Month of September 2024	Resolution
<b>C PUBLIC WORKS</b>	
C1 Public Works Committee Meeting Report – October 2, 2024	Resolution
C2 Proposal from Brandt for Grader Blades	Resolution
C3 RFP – Winter Maintenance for Webbwood	Resolution
<b>D ENVIRONMENT, HEALTH AND WELFARE</b>	
D1 Board of Health Minutes – September 19, 2024	Resolution
<b>E RECREATION, TOURISM AND CULTURE</b>	
E1 Economic Development Committee Meeting Report – Sept 24/24	Resolution
E2 Walford Community Centre Board Meeting Report – Sept 26/24	Resolution
<b>F PLANNING</b>	
<b>G BYLAWS</b>	
G2 Bylaw 2024-54 – Property Standards	
G3 Bylaw 2024-55 – User Fees	
G4 Bylaw 2024-56 – Building Permit Fees	
G5 Bylaw 2024-58 – Confirm Proceedings of Council	

CLOSED SESSION

- Under Section 239(2):
- b) Personal matters about identifiable individuals, including municipal or local board employees
- Probation review

OTHER BUSINESS



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

For The Date Range From 9/01/24 To 9/30/24

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

Cheque # / eCheque ID	Type	Date	Vendor	Name	Amount	Status
Visa - Ruth Clare	E	9/04/24	774	Visa - Ruth Clare	\$765.23	O
WSIB	E	9/05/24	551	WSIB	\$6,564.04	O
Cleared					\$0.00	
Outstanding					\$1,004,062.72	
Void					\$0.00	

Township of Sables-Spanish Rivers  
Accounts Payable Cheque Register Report - Payroll & AP-1009588  
For The Date Range From 9/01/24 To 9/30/24

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

Cheque # / eCheque ID	Type	Date	Vendor	Name	Amount	St
904	E	9/10/24	169	Kresin Engineering	\$7,699.77	
905	E	9/10/24	171	PSD Citywide Inc.	\$7,232.00	
906	E	9/10/24	190	Jim's Portable Toilets & Septic Service	\$452.00	
907	E	9/10/24	193	Ontario Clean Water Agency	\$913.32	
908	E	9/10/24	241	Odenback's Outdoor Contracting	\$3,159.79	
909	E	9/10/24	272	Abell Pest Control	\$1,191.79	
910	E	9/10/24	433	Beamish Construction Inc	\$4,542.06	
911	E	9/10/24	544	N-two Medical Inc.	\$28.19	
912	E	9/10/24	556	UTIL-EQUIP Manufacturing Inc.	\$837.33	
913	E	9/10/24	557	K. Smart Associates Limited	\$483.08	
914	E	9/10/24	587	TELUS Health Solutions	\$1,661.10	
915	E	9/10/24	698	Kevin Burke -- AMO Conference - Aug 18-21 accommodations & food comp	\$1,511.55	
916	E	9/10/24	704	John Van Norman	\$560.00	
917	E	9/10/24	705	RICOH	\$345.96	
918	E	9/10/24	739	2612831 Ontario Inc.	\$610.20	
919	E	9/10/24	757	Melanie Veilleux	\$70.00	
920	E	9/10/24	796	Spectrum Telecom Group Ltd	\$899.50	
921	E	9/10/24	837	Local Authority Services	\$197.81	
922	E	9/10/24	878	7Bells Welding & Mechanical Services Ltd	\$3,240.07	
923	E	9/24/24	878	7Bells Welding & Mechanical Services Ltd	\$774.05	
924	E	9/24/24	833	ADT Security Services Canada Inc	\$1,352.60	
925	E	9/24/24	883	Alexander Stewart - work boots	\$120.00	
926	E	9/24/24	305	Around & About	\$1,362.10	
927	E	9/24/24	112	B & D Auto	\$1,373.22	
928	E	9/24/24	730	Brandt Tractor Ltd.	\$848.06	
929	E	9/24/24	30	J. Breen Coffee Service Ltd	\$116.11	
930	E	9/24/24	630	CIMCO Refrigeration	\$59,890.00	
931	E	9/24/24	887	Construction Equipment Co. (Sault) Inc.	\$165.40	
932	E	9/24/24	880	Dione Bonsall - Online Access - course	\$68.22	
933	E	9/24/24	24	Garnet's Rental	\$73.45	
934	E	9/24/24	373	Hubb Cap Limited	\$16,995.20	
935	E	9/24/24	752	J.L. Richards & Associates Limited	\$3,629.23	
936	E	9/24/24	884	JDS Media Inc	\$395.50	
937	E	9/24/24	846	Jeff Lapierre	\$105.00	
938	E	9/24/24	757	Melanie Veilleux - prescription dispensing	\$20.00	

**Township of Sables-Spanish Rivers**  
**Accounts Payable Cheque Register Report - Payroll & AP-1009588**

For The Date Range From 9/01/24 To 9/30/24

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

Cheque # / eCheque ID	Type	Date	Vendor	Name	Amount	Status
26578	C	9/10/24	1	Chantal Jerome - refund - day camp	\$60.00	O
26579	C	9/10/24	1	Gopher - yoga mats	\$242.55	O
26580	C	9/10/24	188	Kris Croskery-Hodgins	\$450.00	O
26581	C	9/10/24	1	Leonard Bearinger and Loretta Bearinger T. Le loan	\$50,000.00	O
26582	C	9/10/24	38	Minister of Finance - Policing	\$60,741.00	O
26583	C	9/10/24	318	Poirier's Confectionery	\$64.38	O
26584	C	9/10/24	84	Public Health Sudbury & Districts	\$15,497.86	O
26585	C	9/10/24	110	Technical Standards & Safety Authority	\$189.84	O
26586	C	9/10/24	1	Vista Radio Ltd. - Advertisement for Fishing Tournament	\$678.00	O
26587	C	9/24/24	467	4Imprint Inc.	\$1,994.95	O
26588	C	9/24/24	602	Dream Catcher Fireworks	\$8,500.00	O
26589	C	9/24/24	35	Massey Home Hardware	\$885.86	O
26590	C	9/24/24	199	Minister of Finance	\$90.00	O
26591	C	9/24/24	199	Minister of Finance, Ontario	\$324.94	O
26592	C	9/24/24	51	Sonnenburg Rona Building Centre	\$563.81	O
26593	C	9/24/24	315	Staples Business Advantage	\$987.84	O
26594	C	9/24/24	1	Vista Radio Ltd. - Advertisement for Fishing Tournament	\$389.85	O
5886	E	9/05/24	875	Nederman Canada Ltd	\$55,276.02	O
5887	E	9/05/24	552	OMERS	\$19,375.58	O
5888	E	9/05/24	312	Work Equipment LTD.	\$224,643.73	O
5889	E	9/10/24	22	Espanola Regional Hydro	\$6,200.83	O
5890	E	9/10/24	24	Garnet's Rental	\$261.09	O
5891	E	9/10/24	26	Huron Central Railway M2142	\$1,097.00	O
5892	E	9/10/24	29	Janeway PharmaChoice	\$21.04	O
5893	E	9/10/24	37	McDougall Energy	\$2,025.73	O
5894	E	9/10/24	42	Northern Uniform Service	\$30.61	O
5895	E	9/10/24	49	GFL Environmental Inc.	\$30,736.76	O
5896	E	9/10/24	62	Town of Espanola CareVan / economic development officer	\$4,229.36	O
5897	E	9/10/24	65	NAPA Espanola	\$175.44	O
5898	E	9/10/24	79	Northern Communications	\$915.81	O
5899	E	9/10/24	80	Espanola Home Hardware	\$206.74	O
5900	E	9/10/24	81	O.J. Graphix Inc.	\$793.85	O
5901	E	9/10/24	85	Manitoulin-Sudbury DSSAB	\$61,082.33	O
5902	E	9/10/24	140	Medline Canada, Corporation	\$31.98	O
5903	E	9/10/24	147	Annex Business Media Inc	\$1,305.97	O

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

BYLAW NUMBER 2024-57

Being a Bylaw to Enter into an Agreement with  
His Majesty the King In Right of the Province of Ontario,  
Represented by The Minister of Transportation (MTO)

WHEREAS Section 10(1) of the Municipal Act, 2001 as amended provides the authority for a municipality to pass such bylaws;

AND 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 Section 38(2) of the Public Transportation and Highway Improvement Act, RSO, 1990 c. P.50 requires a permit to conduct works on an MTO right of way;

AND WHEREAS it is deemed it expedient to enter into an Agreement with the Ministry of Transportation to complete the work of the Webbwood Fire Line Replacement project;

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

1. THAT the said Agreement is attached hereto as Schedule ‘A’ to this Bylaw.
2. THAT the Mayor and Clerk are authorized to sign and execute the said Agreement.

READ A FIRST AND SECOND TIME THIS 9<sup>th</sup> DAY OF OCTOBER, 2024.

READ A THIRD AND FINAL TIME AND PASSED IN OPEN COUNCIL THIS 9<sup>th</sup> DAY OF OCTOBER, 2024.

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MAYOR – K. BURKE

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CLERK – A. WHALEN

- 1.1. the "Location" shall mean the area of MTO Right of Way of Highway 17 at station 16+000 under the jurisdiction and control of the MTO in the Township of Sables-Spanish Rivers, designated a Controlled Access Highway;
- 1.2. the "MTO Right of Way" shall mean the area surrounding the Highway 17 at station 16+000 under the jurisdiction and control of the MTO in the Township of Sables-Spanish Rivers, designated a Controlled Access Highway;
- 1.3. the "PTHIA" shall mean the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c. P.50 and any amendments thereto from time to time; and
- 1.4. the "watermain" mean the Applicant Encroachment Description at station 16+000 in the Township of Sables-Spanish Rivers.

## 2. **Construction**

- 2.1. The watermain alignment shall be located as per alignment and cross-section as shown on Schedule "A" and Schedule "B".
- 2.2. The watermain shall be designed and located in accordance with approved Engineering Drawings and specifications prepared by WSP, stamped and dated September 27, 2024.
- 2.3. In addition to the details provided with the drawings and specifications noted in paragraph 2.2, The Applicant agrees to adhere to the conditions noted in Schedule "C".
- 2.4. The Applicant, following the execution of this Agreement, may construct, at no cost to the MTO, the watermain within the MTO Right of Way of Highway 17 from crossing station 16+000 in accordance with this Agreement, including Schedule "A", Schedule "B" and Schedule "C".

## 3. **Maintenance and Repair**

The Applicant, under the terms of this Agreement, is hereby deemed to be under an obligation to effect, and shall affect at no cost to the MTO, all required maintenance and repair to the watermain according to the standards of The Applicant, any other agencies as required, for their approvals and to the satisfaction of MTO.

The Applicant at no cost to the MTO, shall keep the area of the MTO Right of Way occupied by the watermain in a neat and tidy condition according to the standards of The Applicant, any other agencies as required and to the satisfaction of the MTO.

The Applicant shall also obtain the necessary approval/permits from the MTO in accordance with Schedule "C" for all required maintenance and repair to the watermain.

- 3.1. In the case of maintenance and repair (emergency or otherwise), all costs associated with the repair of MTO infrastructure as a result of this activity shall be borne by The Applicant. Further, the MTO will coordinate and implement the required traffic management and infrastructure repair in accordance with MTO standards in consultation with The Applicant, at The Applicant's cost.

## 4. **Relocation and/or Temporary Diversion in whole or in part within the MTO Right of Way**

- 4.1. Either The Applicant, or MTO, without any reason, and at no cost to MTO, may at any time or times relocate and/or temporarily divert the watermain by forwarding a notice letter by either registered mail or by facsimile from either the MTO or The Applicant to the other:
  - A. specifying either the portion or the whole of the watermain to be dealt with;
  - B. having a relocation and/or temporary diversion date of at least 60 calendar days, unless otherwise agreed to in writing, after the date of the postmark, if by mail, or after the date of transmission, if by facsimile, with respect to the area of the MTO Right of Way terminated with respect to use by The Applicant regarding the watermain; and
  - C. provided always that the MTO shall not be financially responsible to The Applicant for any losses of use or business resulting from the relocation and/or temporary diversion of the watermain.



- 4.2. On or before any respective relocation and/or temporary diversion date, The Applicant shall cause the area of the MTO Right of Way, specified in the paragraph 4.1 notice, to be left in a neat and tidy condition.
- 4.3. On the relocation and/or temporary diversion date referred to in any paragraph 4.1 notice, the use by The Applicant of the portion of the MTO Right of Way specified by that letter is hereby deemed to be ended.
- 4.4. Notwithstanding the other provisions of this Agreement, in the event of an emergency, as determined by the MTO in its sole discretion, requiring the MTO to act to repair or maintain the MTO Highway 17 in respect of matters of highway safety or highway traffic flow:
  - A. MTO may give The Applicant oral or written notice of such emergency. Upon such notice, MTO may temporarily suspend The Applicant's rights under this Agreement; and
  - B. MTO shall not be liable to The Applicant for any costs or damages incurred by The Applicant as a result of such temporary suspension.
- 4.5. Notwithstanding the other provisions of this Agreement, in the event of an emergency, as determined by The Applicant in its sole discretion, requiring The Applicant to act to repair or maintain the watermain:
  - A. The Applicant shall give MTO oral and written notice of such emergency, and provide a written description of the nature and extent of the emergency repairs required and the potential impacts to highway traffic flow and/or the MTO Right of Way; and
  - B. MTO shall not be liable to The Applicant for any costs or damages incurred by The Applicant as a result of undertaking the required emergency repairs.
- 4.6. Nothing under paragraphs 4.1 to 4.5 shall be construed as lessening the obligation of The Applicant to the MTO under the paragraph 9.1 indemnity.

## 5. Insurance

- 5.1. During any construction, maintenance or repair of the watermain, The Applicant or its contractor shall have in place a commercial general liability policy of insurance covering property damage, bodily injury and personal injury, including the following:
  - have the MTO, via an endorsement, as an additional insured in that policy;
  - not be subject to cancellation without reasonable notice to the MTO;
  - cover the period of time specified above;
  - be in the amount of at least Five Million (\$5,000,000.00) Dollars Canadian per occurrence; and
  - contain a cross liability clause endorsement.

## 6. Addresses

- 6.1. The address of The Applicant for the purposes of this Agreement, unless The Applicant otherwise advises in writing, is:

Township of Sables-Spanish Rivers  
11 Birch Lake Road  
Massey, Ontario P0P 1P0

Attention: Coordinator of Infrastructure

- 6.2. The address for the MTO for the purposes of this Agreement, unless the MTO otherwise advises in writing, is:

Ministry of Transportation  
Corridor Management  
447 McKeown Ave,  
North Bay, ON P1B 9S9

Attention: Head, Corridor Management

**7. Warranty**

- 7.1. The Applicant warrants that it has taken all necessary steps, done all acts, passed all by-laws, and obtained all approvals required to give it the authority to enter into this Agreement.

**8. Section 38 Permit**

- 8.1. This Agreement is hereby deemed to be, also, a permit to The Applicant from the MTO under section 38(2) (a) of the PTHIA.
- 8.2. The terms and conditions contained in Schedule "C" form part of this Agreement.
- 8.3. A copy of this Agreement, including Schedule "A", Schedule "B" and Schedule "C", shall be attached to any permits issued under the PTHIA to The Applicant with respect to the watermain. Any such permit shall reference the same forming part of the terms and conditions of the permit.

**9. Indemnification**

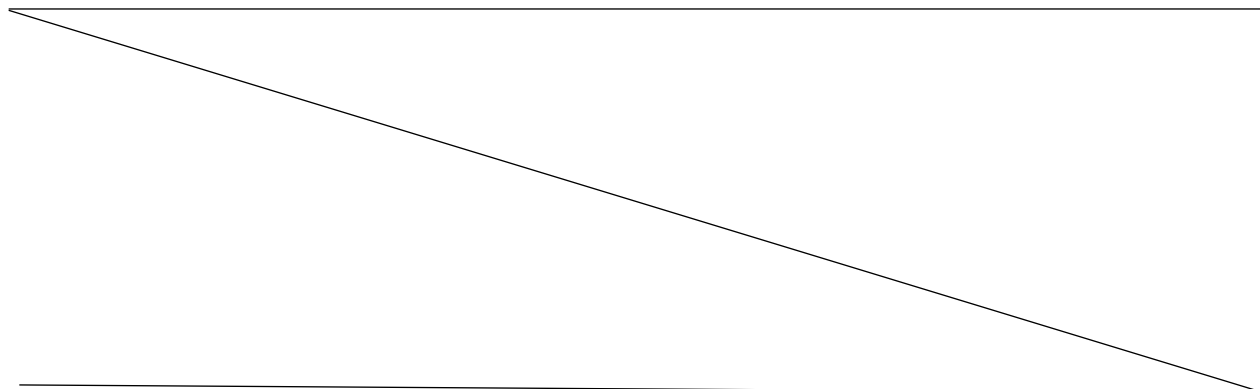
- 9.1. The Applicant shall save harmless and indemnify the MTO from all claims, demands, damages, proceedings, obligations, costs inclusive of solicitor and client costs, interest, and all actions, that the MTO may suffer or incur based upon or attributable to anything done or omitted to be done by The Applicant, in connection with this Agreement, save and except to the extent of any negligence of the MTO.

**10. Compliance with Laws**

- 10.1. The Applicant shall comply with all applicable laws in the compliance with any provisions of this Agreement.

**11. Assignment**

- 11.1. This Agreement may not be assigned by The Applicant without the prior written consent of MTO.



12.     **Binding Agreement**

12.1. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, and permitted assigns.

**IN WITNESS OF ALL contained in this Agreement:**

**THE TOWNSHIP OF SABLES-SPANISH RIVERS**

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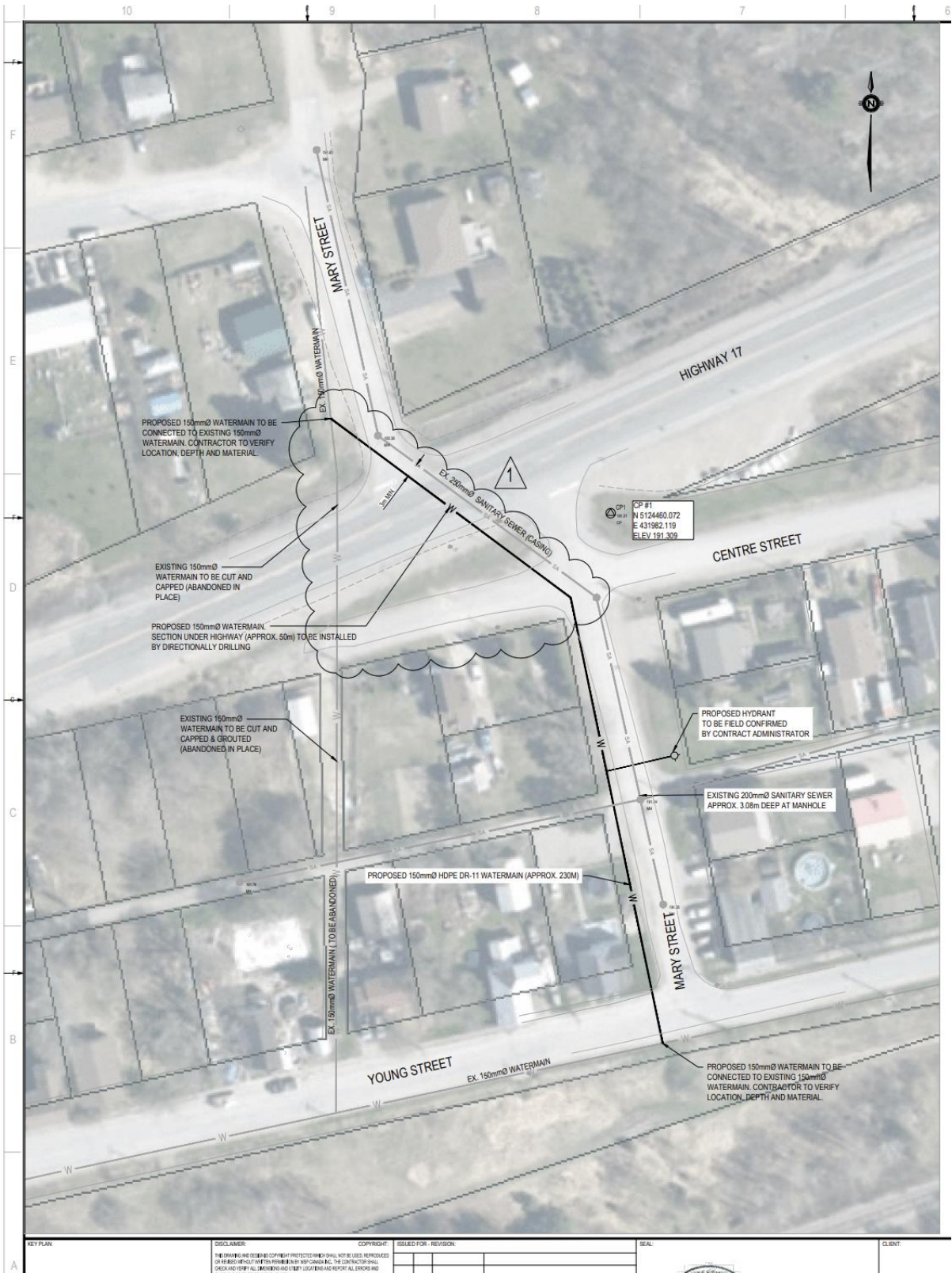
Title:

**HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF ONTARIO,  
REPRESENTED BY THE MINISTER OF TRANSPORTATION FOR THE  
PROVINCE OF ONTARIO**

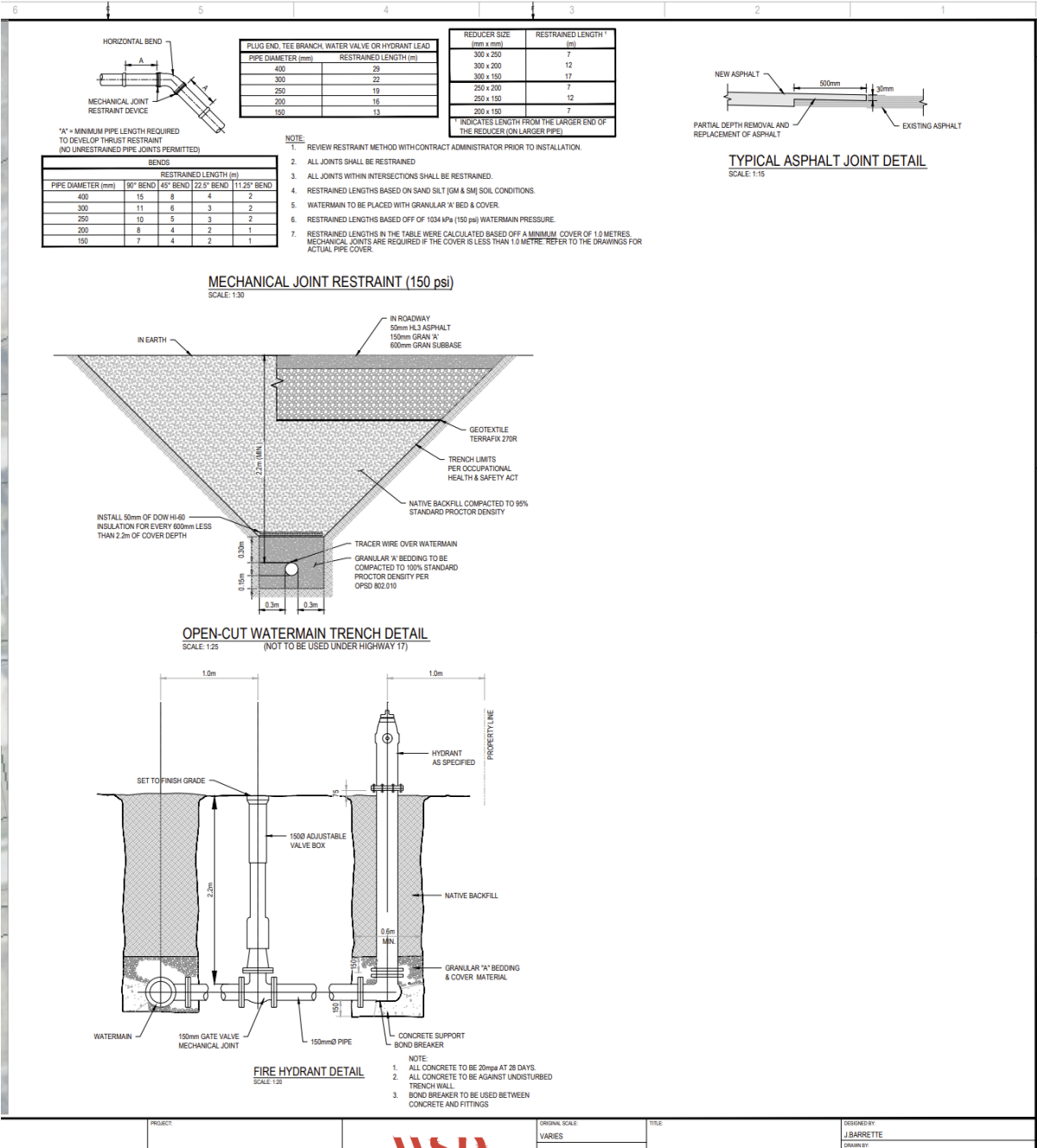
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For the Ministry of Transportation  
for the Province of Ontario

SCHEDULE "A"



SCHEDULE "B"



PROJECT:

ORIGINAL SCALE:

TITLE:

DESIGNED BY:

DRAWN BY:

## **SCHEDULE "C"**

### **Encroachment Permit Conditions For the Applicant Encroachment, Plant (As defined in Section 1 (Definitions) of the Agreement) Within Highway 17 Right-of-Way**

The Applicant and any agent for The Applicant (in either case the Applicant) must apply for and receive any applicable PTHIA permits before commencing any work with respect to the Plant. Such permit shall include the terms and conditions noted below.

The application for applicable PTHIA permits shall include the submission of plans outlining the proposed works. These plans shall bear the seal and signature of a Professional Engineer and all construction shall adhere to the approved plans. Any changes to these plans must be submitted to the Ministry for review and approval.

The Applicant shall provide notice to the Patrol Supervisor Steve Arpin, MTO Maintenance Coordinator, at 705-690-6173 five (5) working day's notice **PRIOR** to commencing any work, and shall also inspect the site on completion with the Maintenance Co-ordinator. If the Applicant is unable to contact the Maintenance Co-ordinator, the District/Area office responsible for issuing the permit must be contacted at **Phone Number: (705) 688-8387** five (5) working days **PRIOR** to commencing any work.

The Applicant shall also provide notice to the **Ministry of Transportation Traffic Operations Centre, Phone Number (705) 564-7721**. Notification must be received by 1600 hours on the day PRIOR to commencing any work.

The contractor shall exercise extreme caution when working around Ministry culverts and manholes, as not to damage or undermine the facilities.

It will be the Applicant's responsibility to establish the location of the existing utilities located within the MTO Right of Way. Any alterations or relocations will be at the Applicant's expense.

Any damage to existing pipes, or other drainage facilities, must be repaired to original condition or better. Drainage must be maintained at all times.

The areas of installation including ditches, shoulders, fences, etc. are to be restored to original condition subject to the satisfaction of the Ministry's Maintenance Co-ordinator.

The Applicant is responsible for all measures required to ensure the safety of the travelling public and controlling traffic by utilizing adequate flagmen, signs or lighting necessary. The standards of traffic control must comply with those indicated in the Ontario Traffic Manual Book 7, Temporary Conditions Manual. Parking of vehicles and equipment on the highway shoulders will not be permitted. Failure to do so may result in the cancellation of the Permit or Agreement.

Stockpiling of material adjacent to the travelled portion of the road will not be permitted on shoulders.

Notwithstanding the permission granted herein, the Applicant shall not cut, trim, or interfere with any trees on the highway without the approval in writing of the Minister as represented by the Field Services Engineer. All mature trees to be bored from dripline to dripline, as not to destroy the root system. Any damage to existing pipes, or other drainage facilities, must be repaired to original condition or better.

Permission for the subject works may be temporarily revoked as a result of the Ministry wishing to carry out construction or other works in the area or for any other reasons, at the discretion of the Head of Operational Services. Advance notice should be given for any works carried out by the Applicant under this Agreement.

The Applicant must comply with all applicable Federal, Provincial statutes and regulations as well as any applicable Municipal by-laws.

A copy of the “as constructed” plans and profiles is to be forwarded to the Ministry upon completion of the work.

The cost of any work performed by the Ministry due to carelessness or negligence on the part of the Applicant shall be paid to the Minister by the Applicant forthwith upon receipt of an invoice.

The Ministry will perform a final inspection at the completion of all projects.

# Township of Sables-Spanish Rivers

## COUNCIL REPORT



**COUNCIL MEETING:** October 9, 2024  
**AGENDA GROUP:** A  
**DEPARTMENT:** Administration  
**AUTHOR:** Anne Whalen  
**SUBJECT:** Local Government Week

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### **BACKGROUND:**

Local Government Week is recognized by the provincial government the third week of October each year. This year local government week is October 20 – 26, 2024. The Ministry of Municipal Affairs and Housing will promote Local Government Week through social media and has asked that municipalities promote/encourage participation in the event.

Last year we conducted three “Township Talks” sessions which staff felt were well received. It was noted that an evening session would have seen some additional attendees as not everyone is available during the day. Taking that into consideration, it is proposed that one evening session be planned for this year.

This information session, titled “Coffee with Council” would start with an introduction from the Mayor (or designate) outlining the history of the municipality. Next, staff representatives from each department would provide an approximate 5-minute presentation on their department. Presentation information could include fun facts about the work they do, upcoming projects, committee meeting details, their contact information etc. Department heads that are unable to attend could provide a designate on their behalf.

We are exploring the option of having information booths from various clubs/organizations of the Township for residents to explore during the second half of the session.

It is important to note that this would be an information session only and not a question/answer forum to protect staff from inappropriate comments/behaviour from attendees. A full agenda/schedule would be advertised before the event.

This session would be designed to be a step to further public engagement. It’s an opportunity to provide the public with a general understanding of what we do and how to contact the appropriate staff member if they would like more information.

Funds to support this type of initiative are available/allocated already in the economic development budget. Funds have also been allocated for Township swag that could be incorporated into the event. As was done last year, each attendee would receive a ballot to win one of several baskets made up of township swag.

Suggested date: The week of October 20 – 26<sup>th</sup> does not work for scheduling for township staff. It is proposed that the evening of November 7<sup>th</sup> be set aside for this year’s session to be held at the Webbwood Eagles Club in Webbwood.

### **RELATED POLICY:**

n/a

### **STRATEGIC PLAN:**

Goal – 5: Effective Municipal Governance and Operations

Strategic Direction – focus on enhanced communication with residents and promote transparency of municipal operations

Action Item – create education opportunities for the community to explore the Township’s online presence; - investigate new methods to provide efficient and effective service to the public.

### **BUDGET IMPLICATION:**

Funds are included in the Economic Development Budget

### **RECOMMENDATION(S)/OPTIONS:**

BE IT RESOLVED THAT Council supports hosting an information session to be held November 7, 2024 at 7:00 pm at the Webbwood Eagles hall to provide residents with an overview of township operations.

### **ATTACHMENTS:**

None





## **Township of Sables Spanish Rivers Q3- 2024**

### **Trailer Licencing**

Our thorough survey of properties in the Township continues in order to identify and bring unlicensed trailers or other unauthorized use of property matters into compliance.

Reports are always appreciated as these violations are not always obvious from the roadside and the information gathered from a complainant or informant can be useful in identifying the property and the owner. As with all complaints the identity of the complainants are kept confidential and this information is protected under the MFIPPA. If there is a property anyone feels should be investigated filing a report ensures this will happen.

As with all complaints of a Zoning or Property Standards nature owners of noncomplying properties will be given an opportunity to correct the issue by correcting the violation or applying for their licence. Where applications are not submitted in a timely manner, or properties remain in non-compliance Orders can be issued and followed up with tickets or summonses.

While Part 1 Tickets still require personal service, Part 3 Summonses can now be sent by registered mail to the offenders and are considered served whether or not these letters are claimed. Proceedings in Provincial Offences Court can proceed with or without the person concerned participating. We have 6 months to file an Information and obtain Summonses from learning of an occurrence, there are no limits for ongoing violations such as Property Standards or use of property violations.

### **Property Standards**

Council has adopted the Strategy to take a more proactive approach to Property Standards. Before this can take place, an updated bylaw will need to be adopted as the current Property Standards Bylaw prohibits any proactive enforcement. The proposed draft spells out the powers already granted to Officers under the Building Code Act. The new bylaw also covers Residential Tenancy enforcement, an update long overdue in Sables-Spanish as currently appeals of Orders filed under the Provincial Statute we are required to enforce in the absence of a comprehensive bylaw; are heard by the Landlord and Tennant Board rather than our Property Standards Committee. This draft will also facilitate Part 1 tickets, a tool not currently at our disposal.

	01/01/2024 - 09/30/2024
<b>Report Totals</b>	<b>172</b>
Dispatch by type	
After Hours - Emergency Services Assistance	1
After Hours - Injured animal	1
Cat found	1
Cat in trap for pick up	2
Cat Lost	2
Dog at large	40
Dog attack (other domestic animal)	1
Dog barking	5
Dog bite	2
Dog found	5
Dog injured	1
Dog Lost	3
Improper snow removal	2
Miscellaneous	2
Noise By-law Violation	12
Parking violation	1
Potentially dangerous dog	2
Property Standards Complaint	23
Trailer Licensing By-Law	52
Unauthorized Construction	1
Unlawful Encampment	2
Wanting Information	3
Wants to surrender animal	1
Zoning Bylaw Violation	7

## Township of Sables-Spanish Rivers

### Memo

To: Clerk, Council  
From: Blair Ramsay, Fire Chief  
Date: October 3rd, 2024  
Re: Monthly Fire Department Committee Report – October 2024

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#### 2024 Monthly Fire Call Out Summary:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Fire Alarm	-		-	-	1	3	2	-	1	-	-	-
Smoke/CO/Haz Mat	1	3	-	-	-	-	1	-	3	-	-	-
EMS Assist/Rescue	2	3	1	1	2	-	4	5	1	-	-	-
Structure/Vehicle	1	-	-	-	-	2	1	1	1	-	-	-
Fires												
Chimney Fires	-	-	-	1	-	-	-	-	-	-	-	-
Brush Fires	-	-	-	2	2	-	1	1	1	-	-	-
MVA / MVC	1	2	-	-	-	1	3	2	1	-	-	-
Hydro Line / Pole	-	-	-	3	-	-	-	-	-	-	-	-
Burn Complaints	-	-	1	2	3	3	3	1	2			-
Inspections	-	-	-	-	-	4	-	1	2	-	-	-
Mutual Aid	-	-	-	-	2	1	-	1	1	-	-	-
Aid Spanish FD	-	-	-	-	-	-	-	-	-			-
<b>Total</b>	<b>5</b>	<b>8</b>	<b>2</b>	<b>9</b>	<b>10</b>	<b>14</b>	<b>15</b>	<b>12</b>	<b>11</b>	<b>0</b>	<b>0</b>	<b>0</b>

#### Calls for Service:

- SSRFD attended 11 calls for service in October 2024. The team should be commended for their actions at the townhouse fire in Webbwood. The first responding team from Station 4 kept the fire in the main unit until the rest of the team could respond to put the fire out. The quick actions saved the 5 other units. Thankfully no one was hurt. Smoke alarms were activating. The fire did not appear to be suspicious. I attended the location and conducted a fire cause investigation along with a fire

investigator from the insurance company. Electrical was ruled out. Evidence pointed to an area in the living room near a lazy boy chair as the origin of the fire. The cause at this point is undetermined. A big thank you to our mutual aid partner Baldwin Township Fire Department that attended to support our team.

- A bush fire on Hwy 17 just west of Birch Lake Rd was a tough one to extinguish. It took two days and thousands of gallons of water to put this fire out. Thanks to the keen eye of Anne Whalen who notified the team of heavy smoke in the fire area hours after the team had left. Fire team attended this fire on three different occasions. The fire had gone deep into the ground. Fire patterns and evidence located at the scene (crack pipe and cell phone) lead us to believe that the fire was set by someone using drugs in the bush. The evidence was handed over to the OPP for further investigation. The fire was approximately a hectare in size. There are residences to the east and west of the fire that could have been affected if the fire grew much larger. The team did a great job containing this fire.

#### **Training:**

- The new training season kicked off in September. Training is Tuesdays from 7pm-9pm. This year all Stations are being incorporated into the training sessions. September focussed on PPE, Communications, SCBA, Hose work and Ladders.
- The Training Department offered two make up sessions to members that missed the initial sessions. A few members attended Spanish Fire Dept which is following the same program.

#### **Pub Ed/Public Education, Recruiting and Fundraising Committee (PERF)**

- PERF Team members of the Fire Team attended a follow up meeting with the Massey Fair Board to discuss issues that came up at the 2024 Massey Fair. It was a very good discussion already planning for next year.
- PERF Committee is now planning for Smoke Alarm Program and Fire Prevention Week in October.
- The Facebook page has been very busy in September which resulted in a lot of activity from the public. September 29<sup>th</sup> was Saved by the Beep Day and encouraged everyone to test their smoke and CO2 alarms.
- Facebook analytics reported that SSRFD Facebook page reached 14,600 people and gained 29 new followers in the last 30 days.

#### **Station Report:**

- Station 1 – A/Chief and Capt have been assigned to change the current key lock to a punch code lock at the request of the Walford Hall Committee. This has not yet been completed.

- Station 2 – Bunker gear area is almost complete.
- Station 4 – Repairs were made on Tanker #440 and Pumper #445 to fix the emergency lighting that was not working properly. Tanker #440 and Tanker #450 have been to Grants for the annual inspection.
- Station 5 – Using Station 5 for Storage.

#### **Administration:**

- The Emergency Preparedness Grant has been released. A proposal is being prepared to improve communications in the event of an emergency. A second part of the grant will be to acquire permanent generators for auxiliary power.
- September was a busy meeting month. I attended meetings with the Fair Board, Ontario Association of Fire Chiefs, Emergency Management Training, Mutual Aid meetings for Algoma as well as Sudbury, and lastly attended with the OFM for a council presentation.
- I also attended 4 training sessions in September in both Massey and Spanish.

#### **Human Resources:**

- Currently there are 29 active firefighters including officers.
- 2 members resigned in September due to lack of time to commit.
- 1 member is on medical leave.

#### **Fire Inspection/Complaints**

- There were two inspections (Fire Cause) conducted at the fire scene in Webbwood and the bush fire on Hwy 17. There is an inspection booked in October because of a complaint.

#### **REQUEST FOR COUNCIL:**

- The Sudbury Mutual Aid Plan Committee has decided to have on Coordinator (Deputy Chief Jessie O'Shell) and two alternate coordinators. One in the East (Chief Mark Whynott) and the West which would be me. I require a letter of municipal support and resolution from Council supporting me being an Alternat Fire Coordinator for the Sudbury Mutual Aid Plan. The workload is minimal. I would be responsible to communicate with Espanola, Baldwin, Nairn and Sagamok Fire Departments in the event they have a mutual aid activation.



## *Township of Sables-Spanish Rivers*

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

#### **AGENDA / REPORT**

Wednesday, October 2<sup>nd</sup>, 2024, at 6:30 p.m.  
in Council Chambers

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Present - Chair: Harold Crabs; Co-Chair: Casimir Burns; Committee Members: Kevin Burke; Thoma Crabs  
Staff: Dave Moncion, Supervisor of Public Works; Sean McGhee, Coordinator of Infrastructure

Absent with Regrets - Cameron Hobden

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#### ***Meeting Called to Order by the Chair at 18:30***

#### **DELEGATIONS – Blue Box Transition Presentation**

- *Committee heard a presentation regarding the Producer Responsibility Blue Box Recycling Program.*
- *Residential service will be expanded however Industrial, Commercial, and Institutional (IC&I) services will be dropped entirely by the program.*
  - *Committee expressed concern regarding this change as well as the exclusion of agricultural sector recycling services and determined that more work will be required by the Township before the implementation date starting July 2025.*
  - *Options for IC&I include but are not limited to installation of an IC&I recycling depot, partnership plans with neighboring municipalities, dropping the service altogether, or other currently unidentified options.*
- *The Committee collectively requested that the presenter forward any other relevant information to Staff as it becomes available.*

#### **A. ROADS**

- Old Webbwood Road Culvert Update
  - *Discussion regarding the status of the project. Concerns surrounding erosion control, road width, and completion date were voiced. Staff advised that Kresin Engineering is managing the project.*
- Paving Projects – Completed September 26<sup>th</sup>
  - *2024 Projects complete.*
- Firehall Road Prime and Chip – Firehall Rd – Moved to 2025
  - *Committee agreed with the postponement of the project and would like to see this project combined with 2025 Prime and Chip projects to generate a larger overall project that would be completed earlier in the season.*
- River Road Guard Rails – Two sites – discussion on funding required
  - *An estimated price of \$22k was presented by staff for the completion of approximately 60 meters of guard rail. This would be adequate to address the recently repaired bank slip in addition to the repair adjacent to it on River Road.*

- *Staff was instructed to look into funding options and to bring a report forward to Council.*
- Webbwood Winter Maintenance RFP Responses
  - *Committee reviewed the RFP submissions from Shea Contracting, Lathem Contracting, and Carlyle Construction Ltd.*
  - *Shea Construction Ltd submitted the lowest price, had demonstrated experience, and was selected by the Committee as the recommended service provider.*
  - *Staff was instructed to develop a Report to Council with recommendation for review.*

## **B. EQUIPMENT**

- Proposed Service Contract for 2018 Grader
  - *A service contract was proposed by Brandt to complete the 500hr and 6000hr service work on the John Deere Grader.*
  - *Committee instructed Staff to seek a better price from Brandt for the maintenance plan as well as to seek pricing from local service providers.*
- Proposal for Grader Blade Procurement
  - *A proposal for consignment of grader blades by Brandt was presented to Committee. The proposed program would have Brandt provide a stock of 10 sets of grader blades on site at the Public Works Garage. The consigned blade stock would be replenished on a weekly basis in the required quantity with no associated shipping cost. Blades were quoted at a very competitive \$177.<sup>00</sup>*
  - *The Committee agreed that the consignment approach was a good fit for the Public Works Department.*

## **C. WATER/WASTEWATER**

- MECP Inspection Report – 2024
  - *The MECP WTP inspection report was reviewed by Committee. The Massey Water Treatment Plant received a 100% score for 2024.*
- OCWA Proposal with Staff Comments
  - *The OCWA contract proposal was presented to Committee for discussion and review. The document reviewed included Staff comments to OCWA as well as the responses from OCWA.*
  - *Concern was expressed surrounding the price increase as well as the removal of commodities-based risk from the contract from OCWA. Chemical costs, hydroelectric costs, insurance increases over base, and OCWA staff salary increases above CPI, were all moved to an additional charge status.*
  - *Additional concern was expressed during review of recent photos taken at the facility indicating significant housekeeping shortfalls, missing and disconnected chemical feed equipment, and serious health and safety concerns.*
  - *The Committee discussed tendering the operation and determined that having staff manage a contract with OCWA would be the best approach.*
  - *Staff was instructed to set a meeting between OCWA and Committee which would include Staff attendance.*

- Kresin Engineering Fees
  - *Pricing for tendering of an operational contract for the water and wastewater facilities was presented for information.*

**D. WASTE MANAGEMENT**

- Food Cycle Science Delegation Request
  - *The Committee agreed that the delegation may be of interest to Council. Staff was instructed to schedule it for a future Council meeting.*

**E. CEMETERIES**

- Nothing to Report

**F. BUILDING MAINTENANCE**

- Nothing to Report

**G. OTHER:**

- No other business was reviewed.

Next Meeting: Wednesday, November 6<sup>th</sup>, 2024 commencing at 6:30 p.m.

***- Meeting adjourned by the Chair at 20:55 -***

**Recommendations to Council arising from the Public Works Committee**

**BE IT RESOLVED THAT** the Public Works Committee Meeting Report of October 2<sup>nd</sup>, 2024 be accepted;

**BE IT RESOLVED THAT** the Brandt proposal for the consignment of grader blades in the amount of \$177.<sup>00</sup> per blade for the 2024/2025 winter control season be accepted.



**Consignment of Edges**  
**Township of Sables Spanish River**

Good morning,

Sean,

What we at Brandt are willing to do is consign edges to your township. Essentially what this is designed to do is eliminate a shortage of product. Lock in a rate for 6 months at a time on pricing and allow immediate access when required to your products.

Consignment allows me and Brandt to place products on site which have not been paid for yet. Once a month, I would come down, bill out and replace only what was used then. This allows for guaranteed stock on site.

My thought process would be to start with 10 complete sets of :

Grader Edge – ¾ x 8 x 7 x 5/8” Your 6 Month locked in price would be: \$ 177.00

This is for a quality edge as well.

Let me know if you have any other questions.

Thanks

Mike Paul

CSA –Northern Ontario

Brandt Tractor

# Township of Sables-Spanish Rivers

## COUNCIL REPORT



**COUNCIL MEETING:** October 9<sup>th</sup>, 2024  
**AGENDA GROUP:** C  
**DEPARTMENT:** Public Works  
**AUTHOR:** S. McGhee, Coordinator of Infrastructure  
**SUBJECT:** Webbwood Winter Maintenance Services RFP

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### **BACKGROUND:**

The Township releases an annual Request for Proposal (RFP) for winter maintenance services for the Community of Webbwood. The contract requires potential service providers to supply an appropriately sized and equipped motor grader and front-end loader to manage the snow removal requirements of the Community. This contract includes snow clearing of the municipal roads in addition to the narrow lanes servicing much of the community.

Bidders were instructed to include a minimum guaranteed number of billable hours per month at their equipment rate. Each submission was also required to indicate an hourly rate for grader and loader operation beyond the minimum billable. A Provisional Snow Removal rate was also requested. The bidders' rates are appended to this report for reference.

This RFP included an extension clause which permits up to two (2) additional years with mutual consent between the service provider and the municipality. The extension requires a Resolution of Council with all terms associated with the extension established through negotiation between the Contractor and Township Staff. Council reserves the right to accept or reject any such extension of the contract for any reason.

The RFP was posted on the municipal website following review by the Public Works Committee. In addition, all local service providers were notified and advised of the tender which closed September 27<sup>th</sup>, 2024.

All submissions were evaluated using the following criteria:

- Ability to Meet All Specifications and Requirements (Mandatory)
- Insurance and WSIB Documentation in Place (Mandatory)
- Proposal Price
- Qualifications and Experience
- Compliance with RFP Process

In total, three (3) responses were received. The submissions were as follows:

- James Latham Excavating Ltd. – Minimum billable of 50 hours for a total of **\$6,150.00** / month
- Shea Construction - Minimum billable of 40 hours for a total of **\$4,800.00** / month
- Carlyle Construction Ltd. - Minimum billable of 55 hours for a total of **\$8,525.00** / month

The submissions were evaluated at the Public Works Committee. All firms were found to be capable of delivering the service and were compliant with the RFP process.

Shea construction provided the lowest bid price for the service and as such was selected by the Committee as the preferred option.

### **RELATED POLICY:**

This RFP was developed in accordance with the Township of Sables-Spanish Rivers Procurement Policy.

The Province of Ontario O. Reg 239/02 dictates adequate levels of service for winter control operations. This tender helps to maintain compliance with this regulatory requirement in the Community of Webbwood.

### **STRATEGIC PLAN:**

This purchase aligns with **Goal No. 3 - Infrastructure** by supporting the following initiative(s):

- **Strategic Direction No. 1** (Strive to maintain roads, sidewalks, culverts, and bridges in good condition);

**BUDGET IMPLICATION:**

There is \$60,000 included in the annual operating budget for Winter Control Hired Equipment. The actual expense for this service over the past 4 years has been as follows:

- 2020 - \$43,165.<sup>55</sup>
- 2021 - \$11,211.<sup>41</sup>
- 2022 - \$41,309.<sup>48</sup>
- 2023 - \$35,539.<sup>68</sup>

Although this expenditure is highly dependent on weather conditions in any given season, the cost has remained under the budget amount in recent years.

**RECOMMENDATION(S)/OPTIONS:**

Based on the information above and the recommendation of the Public Works Committee, the following is submitted for the consideration of Council:

***BE IT RESOLVED THAT*** Council accept the submission from Shea Construction for the provision of Winter Maintenance Services for the Community of Webbwood in accordance with the terms and conditions outlined in the Winter Maintenance Services RFP Issued Friday, September 6<sup>th</sup>, 2024.

**ATTACHMENTS:**

1. Winter Maintenance Services RFP
2. Tender Submission Summary
3. Tender Submissions
  - James Lathem Excavating Ltd.
  - Shea Construction
  - Carlyle Construction Ltd.



## **The Township of Sables-Spanish Rivers**

11 Birch Lake Rd

Massey, ON

P0P 1P0

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The Corporation of the Township of Sables-Spanish Rivers

### **Request for Proposal (RFP)**

### **Winter Maintenance Services**

Issue Date: Friday, September 6<sup>th</sup>, 2024

Closing Date: Friday, September 27<sup>th</sup>, 2024 @ 11:00am

Contact: Dave Moncion – Public Works Supervisor

Township of Sables-Spanish Rivers

Massey Ontario

P0P 1P0

T: (705) 869-8888

Email: [dmoncion@sables-spanish.ca](mailto:dmoncion@sables-spanish.ca)

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### **INTRODUCTION:**

The Township of Sables-Spanish Rivers is requesting proposals for the provision of winter maintenance services for the Town of Webbwood.

### **BACKGROUND:**

This contract is for the delivery of snow removal and winter control services for the Town of Webbwood and includes municipal roads and laneways as well as other areas identified by the Supervisor of Public Works. Delivery of services will require full time site supply, availability, and operation as required, of a road grader and loader per the specifications identified within this document. Location of services to be delivered is identified herein and is to be provided in the manner directed by, and on the roads designated by the Public Works Supervisor or designate.

### **TERM OF CONTRACT:**

This contract shall be in effect from November 1<sup>st</sup>, 2024 @ 07:00 hrs until midnight March 31<sup>st</sup>, 2025.

The contract may be renewed for a period of two (2) additional years upon satisfactory delivery of contracted services by the Contractor. Renewal requires written mutual consent by both the Contractor and the Township of Sables-Spanish Rivers. Any change to the existing terms will be negotiated between the Contractor and Township of Sables-Spanish Rivers staff. Changes will only be accepted upon Resolution of Council. Council reserves the right to accept or reject a renewal contract for any reason.

### **INSTRUCTIONS AND CONFIRMATION:**

#### **General Specifications - Equipment:**

In the event that the proposal is accepted prior to owning any equipment, the Contractor will have seven (7) days to produce the equipment. If the Contractor is unable to supply the equipment at that time, it is understood that the Municipality will have the right to consider other bidders and / or re-tender.

Prior to the beginning of the winter season, all winter control equipment identified herein shall be made available for inspection by, and approval of, the Public Works Supervisor or designate not later than two (2) weeks after being notified by the Municipality.

If the equipment does not pass initial inspection, the Contractor will have seven (7) days to correct noted deficiencies for re-inspection. Further inspections may also be performed at any time throughout the term of contract.

In the opinion of the Public Works Supervisor, or designate, at the time of inspection, the equipment must be in satisfactory running condition to provide continuous service for the duration of the contract.

If the Contractor's equipment becomes inoperable due to mechanical failure or otherwise, at any time during the contract, the Contractor will be responsible for all costs that the Municipality must incur in order to have the service provided in a timely manner.

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The Contractor has the option of configuring at their own expense, their own radio system to be compatible with the Municipality's system, for use only while working for the Municipality.

In the event that, during a severe snow event, the Contractor is unable to keep the roads open, the Municipality will have the right to assist in the operation, depending on the availability of equipment.

All equipment must be capable of adjusting to suit all operating conditions including tire chains if required.

All licenses pertaining to the equipment operations must be valid for the duration of the contract.

### **Road Grader (rate to include operator)**

1. Grader equipment shall be in good operating condition, have a minimum 180 hp. rating, with the following options:
  - 14' mould board
  - 12' snow levelling wing.
  - four-wheel tire chains
  - straight blades
  - ice blades (when necessary)
  - wing blades & shoes
2. All graders shall be equipped with a rotating amber and blue flashing light mounted on top of cab, and an amber flashing light mounted at the rear of the grader, and a back-up alarm.
3. Grader(s) shall be equipped with all equipment and accessories as required by the Ontario Highway Traffic Act and any other Act or Acts, Regulations, or Bylaws that apply to the grader's operations.
4. The brakes, steering systems and related parts must not be altered, changed or modified from original manufactured state.

The grader may be used on the following but not limited to these roads:

Third Street, Second Street, First Street, Algoma Street, Minto Street, George Street, Nelson Street, Mary Street, O'Neil Street, Young Street, Center Street, Sims Street, Bolton Street, Grexton Road, Jeppesen Road, Heaton Road.

### **Loader – (rate to include operator)**

1. The Contractor shall supply an articulating loader with a minimum 2.5 yd. capacity bucket, with a minimum 10' one-way plow suitable for plowing laneways.
  2. Loader shall be equipped with a rotating amber and blue flashing light mounted on top of cab, and an amber flashing light mounted at the rear, and a back-up alarm.
  3. Loader(s) shall be equipped with all equipment and accessories as required by the Ontario Highway Traffic Act and any other Act or Acts, Regulations, or Bylaws that apply to the loader's operations.
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4. The brakes, steering systems and related parts must not be altered, changed or modified from original manufactured state.

The loader will be used on the following but not limited to these roads:

All lanes, Webb Lane, parking lots, dead ends of Sims Street, Grexton Road, Bolton Street, all turnarounds, Webbwood rink shack, Webbwood Library, Webbwood Fire Hall, Webbwood Protestant Cemetery, fire hydrants.

The Municipality will be responsible for the opening and maintenance of the snow dump located on Beaudoin Road and at the Webbwood Lagoon.

The contractor will give a provisional flat-rate per hour pricing for snow removal if required, and authorized by the Public Works Supervisor or designate. The snow removal will be performed on Main Street and George Street only, upon direction by the Public Works Supervisor or designate. The contractor shall employ a loader, a minimum of three (3) tandem trucks and a minimum of two (2) flag people. Proper signage and a traffic control plan will be supplied by the contractor.

### **General Specifications – Hours of Work:**

The equipment, operator, and snow plow helper shall be available 24 hours per day, 7 days per week, without exception, from November 1st until March 31st. The Contractor must have sufficient staff available to operate continuously if necessary.

The driver(s) of the unit(s) will be on standby and available by telephone and shall be ready to begin within one (1) hour after being contacted. No answering machine or service is permitted. Direct line only acceptable under this contract.

Travel time to and from the “work area” will not be considered as billable time. The “work area” shall be the Municipal Public Works Webbwood yard, or upon the actual removing of snow from the roadway (if area to be plowed is within closer proximity to Contractor’s location), whichever comes first.

The Contractor shall submit in writing, the names, addresses, telephone numbers, in addition to a Driver’s Abstract for all operators to the Municipality prior to the winter maintenance season. A Valid Province of Ontario Drivers License is required to be maintained by all operators for the duration of the contract. No other operators shall be used unless the Municipality is notified five (5) days in advance of the names, addresses and telephone numbers of the operators to be added to the list.

### **Restrictions to Hours of Work:**

The Regulations made under the Highway Traffic Act governing “Hours of Duty” will apply to the operation of the equipment used for routine maintenance operations. In emergency maintenance and repair operations, hours of work will be limited to sixteen (16) consecutive hours, except where an extension of these hours is specifically authorized by the Public Works Supervisor or designate.

Emergency maintenance and repair operations are considered to be those required to re-establish and stabilize

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safe operations of the transportation system.

### **General Specifications – Insurance and Liability:**

#### **Indemnification:**

The Contractor shall indemnify the Municipality, its officers, employees and agents from all claims, demands, actions or other proceedings initiated by others arising out of or attributable to anything done or omitted to be done by the Contractor, its officers, employees or agents in connection with the services performed or required to be performed under this Agreement.

#### **Insurance:**

The Contractor shall, at all times for the duration of the contract, maintain a policy of motor vehicle liability insurance for both owned and non-owned licensed vehicles having limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property. The Contractor shall, at all times for the duration of the contract,

The general liability policy shall include the Township of Sables-Spanish Rivers as an additional insured, but only in respect of and for the duration of the services to be performed under this Contract and shall contain a cross-liability clause endorsement.

Upon acceptance of this contract, the successful Contractor must provide current proof of insurance to the Municipality.

#### **WSIB:**

The Municipality does not cover the Contractor or his employees under the Workplace Safety and Insurance Act (the Act). The Contractor is responsible for paying all dues and assessments payable under the Act, the Worker's Compensation Act, the Unemployment Insurance Act, or any other Act, whether provincial or federal, for himself and his employees, for all snowplowing & winter control operations.

Upon acceptance of this contract, the successful Contractor must provide current WSIB certificate to the Municipality.

The Contractor shall, upon request, provide the Municipality with satisfactory evidence that he has complied with the provisions of other such Acts. If the Contractor fails to do so, the Municipality shall have the right to withhold payment of such sum or sums of money due to him that would be sufficient to cover his defaults and the Municipality shall have the right to pay same. Information on coverage under the Worker's Compensation Act can be obtained directly from the Workplace Safety and Insurance Board.

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### **General Specifications – Contract and Payment:**

#### **Payment:**

The Contractor shall be paid for the minimum guaranteed number of hours per month, and the bid rate per hour for the actual working hours over and above the guaranteed minimum as defined herein and as recorded by the Public Works Supervisor, or designate, when snowplowing or snow removal. This rate shall include the equipment, operator, snow plow helper (if necessary), fuel and all miscellaneous costs including repairs and maintenance to the unit(s). No Payment shall be made for standby time.

The Contractor will be responsible for payment of the wages of any hired operator(s) and when requested shall provide evidence to the satisfaction of the Municipality that the wages have been paid in full. If the Contractor fails to do so, the Municipality shall have the right to withhold payment of such sum or sums of money due the Contractor that would be sufficient to cover the default.

The contractor shall provide a monthly invoice to receive payment, terms are net 30 days from the receipt of monthly statement.

#### **Performance of Services:**

If the Contractor fails to perform the work or fails to perform it to the satisfaction of the Municipality, or fails to comply with any of the conditions specified in this contract, he shall be liable, and the Municipality may deduct the amount of its damages from any monies due or become due to the Contractor from any source whatsoever.

The Contractor understands that the Contract may be terminated in the event that he fails to perform the work to the satisfaction of the Municipality, or fails to comply with any of the conditions specified in the contract. If this contract is so terminated, the Municipality reserves the right to declare the Contractor ineligible to bid on any snowplowing and sanding work for a twelve-month period following the default, in addition to holding the Contractor responsible for any loss or damage the Municipality may suffer as a result of the Contractor's default.

### **Rights Reserved by The Township:**

- The Township reserves the right to accept or reject any proposals without stating reason.
  - The Township is not liable for any costs incurred by interested parties in the preparation of their response to this request for proposal. The Township shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained, or suffered by any interested party, prior to, subsequent to, or by reason of the acceptance or non-acceptance of any response by the Township, or by any reason of any delay in the acceptance of the response.
  - The Township shall not be held liable for any errors or omissions in any part of this RFP. It is understood, acknowledged and agreed that while the Township has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for the contractor. The information is not guaranteed by the Township to be accurate, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve the contractors from
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forming their own opinions and conclusions with respect to the matters addressed in the RFP. There will be no consideration of any claim, after submission of Proposals, that there is a misunderstanding with respect to the conditions imposed by the contract.

- The contractor shall declare any actual or potential conflict of interest that exists now or may exist in the future with respect to the contractor's participation in this process and, if selected, the performance of the contractor's responsibilities pursuant to the retainer. The Township reserves the sole right and discretion to determine whether any situation constitutes an actual or potential conflict of interest and may disqualify any contractor on such basis.

### **Occupational Health and Safety:**

At all times during the duration of the contract, when awarded, the contractor shall adhere to all conditions as outlined in the Occupational Health and Safety Act and all policies and practices adopted by the Township.

### **Accessibility:**

In accordance with the Accessibility for Ontarians with disabilities Act 2005, S.O. 2005, c.11, the Township of Sables-Spanish Rivers shall ensure that contracted service providers have regard for the accessibility for persons with disabilities in respect to goods and services purchased by the Township.

### **Inquiries / Site Visit:**

Direct all inquiries regarding the Proposal contact to:

Dave Moncion, Public Works Supervisor

11 Birch Lake Rd

Massey, ON

P0P 1P0

(705) 869-8888

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## The Township of Sables-Spanish Rivers

11 Birch Lake Rd

Massey, ON

P0P 1P0

P (705) 865-2646 - F (705) 865-2736 - [www.sables-spanish.ca](http://www.sables-spanish.ca)

### **Submission Instructions:**

The acceptance of an RFP will be contingent upon, however not limited to the following considerations:

- Ability to meet all specifications and requirements.
- Qualifications and Related Experience
- Compliance with the RFP process
- Proposal/Quotation Price

The Municipality reserves the right to select all or part of any proposal, that will best provide the service required. Proponents are invited to provide accompanying information on how they would propose to provide services.

All copies of the proposal shall be submitted in a sealed enveloped clearly marked "Proposal for Provision of Maintenance Services - Township of Sables-Spanish Rivers" and must be accompanied with:

**Schedule A – Tender Form**

**Schedule B - Signature Page**

Proposals are due **no later than Friday, September 27<sup>th</sup>, 2024 at 11:00am** and shall be delivered to:

Township of Sables-Spanish Rivers,  
11 Birch Lake Rd  
Massey, ON  
P0P 1P0

**Or**

emailed to [inquiries@sables-spanish.ca](mailto:inquiries@sables-spanish.ca)

The contractors must assume full responsibility for delivery of the completed proposal. The Township accepts no responsibility for any loss or delay with respect to proposals that are delivered to any other location other than specified. **Late proposals will not be considered.**

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## The Township of Sables-Spanish Rivers

11 Birch Lake Rd

Massey, ON

P0P 1P0

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### SCHEDULE A – TENDER FORM

I, THE UNDERSIGNED, HAVE CAREFULLY EXAMINED THE SCOPE OF WORK, SPECIFICATIONS AND UNDERSTAND ALL CONDITIONS. I HEREBY OFFER TO ENTER INTO A CONTRACT TO DO SAID WORK FOR THE TOWNSHIP OF SABLES-SPANISH RIVERS.

A) MINIMUM GUARANTEED NUMBER OF HOURS/MONTH: \_\_\_\_\_

at \$ \_\_\_\_\_ /hr. = \$ \_\_\_\_\_ / month.

B) RATE FOR ACTUAL WORKING HOURS **OVER** THE MINIMUM HOURS:

GRADER: \$ \_\_\_\_\_ / hr.

LOADER: \$ \_\_\_\_\_ / hr.

C) PROVISIONAL ITEM: SNOW REMOVAL: \$ \_\_\_\_\_ / hr.

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date



## The Township of Sables-Spanish Rivers

11 Birch Lake Rd

Massey, ON

P0P 1P0

P (705) 865-2646 - F (705) 865-2736 - [www.sables-spanish.ca](http://www.sables-spanish.ca)

### **SCHEDULE B – SIGNATURE PAGE:**

#### **Offered on Behalf of the Contractor**

All fields must be completed by Proponent.

Authorized Signing Authority: \_\_\_\_\_  
(Print Full Name and Title)

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Witness: \_\_\_\_\_ Dated: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Fax: \_\_\_\_\_

#### **Accepted on Behalf of the Municipality**

Mayor: \_\_\_\_\_

Clerk: \_\_\_\_\_ Date: \_\_\_\_\_

## SUMMARY – Winter Maintenance

September 27, 2024

Contractor	Minimum Guaranteed # of Hrs./Month	Rate Per Hour	Total per Month	Actual Working Hrs. over Minimum Rate Grader	Actual Working Hrs. over Minimum Rate Loader	Provisional Item: Snow Removal
James Lathem Excavating Ltd.	50	123. <sup>00</sup>	6150. <sup>00</sup>	210. <sup>00</sup>	123. <sup>00</sup>	248. <sup>00</sup> (one tri-axle)
Shea Construction	40	120. <sup>00</sup>	4800. <sup>00</sup>	210. <sup>00</sup>	120. <sup>00</sup>	595. <sup>00</sup>
Carlyle Construction	55	155. <sup>00</sup>	8525. <sup>00</sup>	265. <sup>00</sup>	155. <sup>00</sup>	750. <sup>00</sup>

Invitation to quote were sent out to Sanftenberg Construction, James Lathem Excavating, Mailloux Construction, Carlyle Construction, Z'Gamok & Shea Construction.

The tenders were to be submitted by 11:00 a.m. on September 27, 2024. They were reviewed by Anne Whalen and Sean McGhee. The above summary was compiled for the Public Works Committee.



Anne Whalen



Sean McGhee



## The Township of Sables-Spanish Rivers

11 Birch Lake Rd

Massey, ON

P0P 1P0

P (705) 865-2646 - F (705) 865-2736 - [www.sables-spanish.ca](http://www.sables-spanish.ca)

### SCHEDULE A – TENDER FORM

I, THE UNDERSIGNED, HAVE CAREFULLY EXAMINED THE SCOPE OF WORK, SPECIFICATIONS AND UNDERSTAND ALL CONDITIONS. I HEREBY OFFER TO ENTER INTO A CONTRACT TO DO SAID WORK FOR THE TOWNSHIP OF SABLES-SPANISH RIVERS.

A) MINIMUM GUARANTEED NUMBER OF HOURS/MONTH: 50  
at \$ 123 /hr. = \$ 6150 /month.

B) RATE FOR ACTUAL WORKING HOURS OVER THE MINIMUM HOURS:

GRADER: \$ 210 /hr.

LOADER: \$ 123 /hr.

C) PROVISIONAL ITEM: SNOW REMOVAL: \$ 123 /hr. loader  
\$ 125 tri-axle

James Lathem Excavating Limited  
Contractor Name

30 Lee Valley, Massey, Ont  
Address

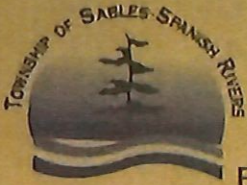
705-862-1883  
Phone No.

bryan@jlathem.ca  
Email

  
Contractor Signature

Sept 18/24  
Date





# The Township of Sables-Spanish Rivers

11 Birch Lake Rd  
Massey, ON  
P0P 1P0

P (705) 865-2646 - F (705) 865-2736 - [www.sables-spanish.ca](http://www.sables-spanish.ca)

## SCHEDULE A - TENDER FORM

I, THE UNDERSIGNED, HAVE CAREFULLY EXAMINED THE SCOPE OF WORK, SPECIFICATIONS AND UNDERSTAND ALL CONDITIONS. I HEREBY OFFER TO ENTER INTO A CONTRACT TO DO SAID WORK FOR THE TOWNSHIP OF SABLES-SPANISH RIVERS.

A) MINIMUM GUARANTEED NUMBER OF HOURS/MONTH: 40

at \$ 120.00/hr. = \$ 4800.00 / month.

B) RATE FOR ACTUAL WORKING HOURS OVER THE MINIMUM HOURS:

GRADER: \$ 210.00 / hr.

LOADER: \$ 120.00 / hr.

C) PROVISIONAL ITEM: SNOW REMOVAL: \$ 595.00 / hr.

1 x loader @ 120.00/hr  
2 x graders @ 50.00/hr  
3 x tri Axel @ 725.00/hr

Shea construction

Contractor Name

22 main st webb wood, ont, PO Box 211 P0P260  
Address

(705) 936-7432

Phone No.

alex.shea@shea4td.ca

Email

[Signature]  
Contractor Signature

SEP 11, 2024  
Date





## The Township of Sables-Spanish Rivers

11 Birch Lake Rd  
Massey, ON  
P0P 1P0

P (705) 865-2646 - F (705) 865-2736 - [www.sables-spanish.ca](http://www.sables-spanish.ca)

### SCHEDULE A – TENDER FORM

I, THE UNDERSIGNED, HAVE CAREFULLY EXAMINED THE SCOPE OF WORK, SPECIFICATIONS AND UNDERSTAND ALL CONDITIONS. I HEREBY OFFER TO ENTER INTO A CONTRACT TO DO SAID WORK FOR THE TOWNSHIP OF SABLES-SPANISH RIVERS.

- A) MINIMUM GUARANTEED NUMBER OF HOURS/MONTH: 55  
at \$ 155<sup>00</sup> /hr. = \$ 8,525.<sup>00</sup> / month.
- B) RATE FOR ACTUAL WORKING HOURS OVER THE MINIMUM HOURS:  
GRADER: \$ 265<sup>00</sup> / hr.  
LOADER: \$ 155<sup>00</sup> / hr.
- C) PROVISIONAL ITEM: SNOW REMOVAL: \$ 750<sup>00</sup> / hr.

Carlyle Construction Ltd.

Contractor Name

P.O. Box 5283, Espanola, ON, P5E 1S3

Address

705-869-1400

Phone No.

Carlyle@etown.net

Email

[Signature]

Contractor Signature

Sept. 26, 2024

Date



**UNAPPROVED MINUTES – SIXTH MEETING**  
**BOARD OF HEALTH**  
**PUBLIC HEALTH SUDBURY & DISTRICTS**  
**BOARDROOM, SECOND FLOOR**  
**THURSDAY, SEPTEMBER 19, 2024 – 1:30 P.M.**

**BOARD MEMBERS PRESENT**

Ryan Anderson  
Robert Barclay  
Michel Brabant

Pauline Fortin  
René Lapierre  
Ken Noland

Mike Parent  
Mark Signoretti  
Natalie Tessier

**BOARD MEMBERS REGRET**

Renée Carrier

Guy Despatie

Abdullah Masood

**STAFF MEMBERS PRESENT**

Kathy Dokis  
Stacey Gilbeau  
M. Mustafa Hirji

Stacey Laforest  
Rachel Quesnel  
France Quirion

Renée St Onge

**R. LAPIERRE PRESIDING**

**1. CALL TO ORDER AND TERRITORIAL ACKNOWLEDGMENT**

The meeting was called to order at 1:30 p.m.

- Letter to Ministry of Health and Long-Term Care recommending the provincial re-appointment of Ryan Anderson, dated July 24, 2024

R. Anderson was congratulated on his reappointment to the Board of Health as a provincial appointee, renewed for a period not exceeding three years.

- City of Greater Sudbury Report and Motion Re Appointment of Michel Brabant on Board of Health for Public Health Sudbury & Districts, due to resignation of Al Sizer

Michel Brabant has been appointed by the City of Greater Sudbury on the Board of Health to replace Al Sizer who resigned from the Board of Health. M. Brabant was welcomed to his first Board of Health meeting. Al was thanked for his contributions to the Board of Health, including during the Strengthening of Public Health voluntary merger discussions.

## **2. ROLL CALL**

## **3. REVIEW OF AGENDA/DECLARATIONS OF CONFLICTS OF INTEREST**

The agenda package was pre-circulated. There were no declarations of conflict of interest.

## **4. DELEGATION/PRESENTATION**

### **i) Changing Patterns of Infectious Disease**

– Stacey Laforest, Director, Health Protection Division

S. Laforest was invited to speak to changing patterns of infectious disease including respiratory, vaccine preventable diseases, sexually transmitted and blood borne infections trends, and program impacts. Reporting requirements and public health follow-up for the 72 Diseases of Public Health Significance (DOPHS) were outlined as well as management of DOPHS.

Several of DOPHS are vaccine preventable diseases and the importance of keeping vaccinations up to date was emphasized. Local tuberculosis trends show much higher incidence to historical levels, and also higher in comparison with Ontario incidences rates. Large increases in the incidence rate of iGAS, invasive pneumococcal disease, pertussis (aka Whooping Cough) and varicella (aka Chicken Pox) cases have been observed in comparison with the provincial incidence rate and to the historical levels for Sudbury & Districts. Respiratory outbreak activity has also significantly increased since the pandemic in both number and complexity.

These disease trends have impacted Public Health's workload, and alongside a changing demographic, reduced access to primary health care, the introduction of new ministry vaccine programs and expectations, Public Health has needed to prioritize and streamline services to meet ministry requirements. The COVID-19 vaccine program continues to pose challenges to the VPD program due to the operational requirements of the ministry with no associated base funding to deliver this service.

In conclusion, respiratory and sexually-transmitted blood borne infections are increasing within the PHSD area and program impacts are being observed, with an increase in both investigation number and case complexity. The teams continue to explore ways to streamline processes. Vaccination of eligible persons routinely continues to be prioritized as per the publicly funded schedule and to susceptible persons as part of contact investigation. With increasing case load and outbreak management, the existing Control of Infectious Diseases and Sexual Health teams are beyond the capacity of the current staffing levels. Given the minimum investigation requirements per the OPHS, and provincial data entry requirements, the Executive Committee is exploring options to manage the workload associated with increases in caseloads.

Questions and comments were entertained, and clarification provided regarding education/prevention for sexually transmitted diseases in schools, public health policy to change societal norms, provincial trends for communicable diseases, funding for outbreaks, protection of respiratory pathogens through masking, and unique trends in northern Ontario. In response to an inquiry, additional information will be shared with the Board regarding greatest proportion of cases by age for syphilis.

S. Laforest was thanked for her presentation.

**ii) The Unlearning and Undoing White Supremacy and Racism Project**

- Sarah Rice, Special Advisor, Indigenous Affairs, Indigenous Engagement Team, Knowledge and Strategic Services
- Jasmine Fournier, Health Promoter, Indigenous Engagement Team, Knowledge & Strategic Services

Dr. Hirji noted that today's presentation aligns with the third strategic direction of [Finding our Path Together: Strengthen our Capacity for a Culturally Competent Workforce](#), as well as the third strategic direction within the [Indigenous Engagement Governance ReconciliAction Framework](#): *The Board of Health will strengthen its capacity to become culturally safe*. This month, ending with the National Day for the Truth and Reconciliation on September 30, we honour the survivors and their families of the residential and day school systems by taking time to learn and reflect on the truths that may bring us closer to a sense of reconciliation.

S. Rice and J. Fournier were welcomed to share a new agency-wide project that will be launching in the coming months, that aims to learn and reflect on these truths and move towards collective action as an agency, along with an invitation for the Board to join the project.

The project, adapted with permission from the BC Health Authority, will examine white supremacy and colonization as determinants of health. The project work is crucial to addressing the root causes of poor health outcomes and the systemic issues that are present in our health care system and in society. As an example, the Coin Model of Privilege was displayed to see how we can use our privilege to evoke change and allows to explore unconscious biases.

Over the last six years, a variety of PHSD strategies and frameworks have been developed to support the agency to do this system-level change work, which includes the work of the Unlearning and Undoing White Supremacy and Racism project. At the governance level, the Indigenous Engagement Governance ReconciliAction Framework (Motion #37-23) further refines and strengthens this work by committing to participate in ongoing education

opportunities. Board members were provided an example of what a two-month period of the 18-month project would look like for Module 1 Naming Racism & White Supremacy. Module options, learning and time commitments were outlined.

Staff as well as Board members are invited to participate in the Unlearning and Undoing White Supremacy and Racism project. Board participation would help signal the importance of this work to staff, throughout the system and wider community. Included in today's agenda package is a briefing note outlining a motion to join this important journey that Public Health is embarking on. Questions were entertained regarding the time commitment and project launch. Sarah and Jasmine were thanked.

## **5. CONSENT AGENDA**

- i) Minutes of Previous Meeting**
  - a. Fifth Board of Health Meeting – June 20, 2024
- ii) Business Arising from Minutes**
- iii) Report of Standing Committees**
  - a. None
- iv) Report of the Medical Officer of Health / Chief Executive Officer**
  - a. MOH/CEO Report, September 2024
- v) Correspondence**
  - a. Physical Literacy for Communities: A Public Health Approach
    - Board of Health for Public Health Sudbury & Districts [Motion #34-24](#)*
  - Letter from Grey Bruce Public Health Board of Health Chair to the Chief Medical Officer of Health, dated September 3, 2024
  - b. Ontario Protecting Communities and Supporting Addiction Recovery with New Treatment Hubs
    - Letter from Association of Local Public Health Agencies (aLPHa) Chair to the Minister of Health, dated August 29, 2024
  - c. Support for Bills S-233 and C-223, An Act to develop a national framework for a guaranteed livable basic income
    - Letter from Middlesex-London Health Unit (MLHU) Board of Health Chair to Prime Minister of Canada, Deputy Prime Minister and Minister of Finance, Minister of Health, Leader of the Government in the House of Commons, House Leader of the Official Opposition, House Leader of the Bloc Québécois, House Leader of the New Democratic Party and Standing Senate Committee on National Finance, dated July 24, 2024, along with MLHU's Board report.

- d. New measures to help prevent harms to youth from nicotine replacement therapies
  - Health Canada News Release dated August 22, 2024; *Health Canada introduces new measures to help prevent harms to youth from nicotine replacement therapies*
  - Letter from the Chair, Board of Health for Public Health Sudbury & Districts to the Minister of Health of Canada, dated September 11, 2024
- vi) **Items of Information**

None.

A question regarding the September Board report was entertained relating to the non-compliance notice from the Ministry of Seniors and Accessibility regarding certain areas of the website.

In regard to comments in the September Board report regarding recent developments concerning harm reduction, N. Tessier will share a CNN article regarding data for fatal overdoses/multi-faceted approach.

#### **45-24 APPROVAL OF CONSENT AGENDA**

**MOVED BY BARCLAY – SIGNORETTI: THAT the Board of Health approve the consent agenda as distributed.**

**CARRIED**

#### **6. NEW BUSINESS**

- i) **Unlearning and Undoing White Supremacy and Racism Project**
  - Briefing Note from M. Mustafa Hirji, Acting Medical Officer of Health and Chief Executive Officer to the Board of Health dated September 12, 2024

Dr. Hirji noted that the briefing note supplements today's presentation for the Board's consideration of the motion.

#### **46-24 UNLEARNING AND UNDOING WHITE SUPREMACY AND RACISM PROJECT**

**MOVED BY PARENT – NOLAND: THAT the Board of Health commit to participating in the Unlearning and Undoing White Supremacy and Racism Project. This commitment will include two hours of self-guided learning and 15-30-minute closed group discussion per month.**

**CARRIED**

- ii) **2024–2028 Accountability Monitoring Plan: Strategic Priority Performance Measures**
  - Briefing Note from M. Mustafa Hirji, Acting Medical Officer of Health and Chief Executive Officer to the Board of Health dated September 12, 2024
  - 2024–2028 Accountability Monitoring Plan: Strategic Performance Measures

It was recapped that the Board of Health approved the four-year 2024–2028 Strategic Plan in November 2023 and directed the Medical Officer of Health to develop a monitoring process for the Plan. The 2024–2028 Accountability Monitoring Plan was subsequently developed and approved ([motion #27-24](#)) in April 2024 with the direction to finalize the Strategic Priority Performance Measures for the Board’s approval.

On behalf of the Joint Board of Health/Staff Working Group, R. Barclay reviewed the performance indicators developed to ensure ongoing monitoring of the integration of the strategic priorities within programs and services and to provide an opportunity to gauge how we are progressing with actioning our agency Strategic Plan. The measures were developed with feedback from key staff and senior management and validated by the Joint Board of Health/Staff Working Group.

Dr. Hirji noted that it is difficult to measure outcomes due to the nature of public health work and historically, process indicators were used; however, these indicators aim to move in the direction of measuring outcomes.

Comments and questions were entertained and the motion read.

**47-24 ACCOUNTABILITY MONITORING PLAN, 2024-2028: STRATEGIC PRIORITY PERFORMANCE MEASURES**

**MOVED BY BRABANT – TESSIER: WHEREAS the Board of Health [motion #27-24](#) endorsed the 2024–2028 Accountability Monitoring Plan for Public Health Sudbury & Districts and directed the Medical Officer of Health to operationalize the Plan, ensuring an annual report to the Board of Health; and**

**WHEREAS one step in the operationalization of the plan is the development of performance measures specific to the 2024–2028 Strategic Plan; and**

**WHEREAS the Joint Board of Health/Staff Accountability Working Group reviewed the proposed performance measures and recommends them to the Board of Health;**

**THEREFORE BE IT RESOLVED that the Board of Health approve the Strategic Priority Performance Measures as part of the 2024–2028 Accountability Monitoring Plan for Public Health Sudbury & Districts.**

**CARRIED**

- iii) **Support for Ontario to Continue to Protect the Safety of Private Drinking Water**
  - Letter from the Municipality of Central Manitoulin to the Premier of Ontario, dated July 8, 2024
  - Letter from the Peterborough Public Health Board of Health Chair to the Deputy Premier and Minister of Health and the Minister of the Environment, Conservation and Parks, dated June 20, 2024



Dr. Hirji outlined the small drinking water system requirements for testing, monitoring and sampling and Public Health Sudbury & Districts role.

The 2023 Auditor General's Value for Money Audit report had referenced streamlining Public Health Ontario's lab services. This generated concerns and discussions have been held at the provincial level about discontinuing provincial funding for lab testing of private wells. The Town of Gore Bay and Municipality of Central Manitoulin have voiced their concerns through motions and in June 2024, the Board of Health for Public Health Sudbury & Districts requested staff prepare an advocacy motion, which is tabled for the Board's consideration today.

Questions and comments were entertained and it was clarified that there would be no financial implication to the Board of Health and the advocacy relates to whether the province continues to fund private water testing.

**48-24 SUPPORT FOR ONTARIO TO CONTINUE TO PROTECT THE SAFETY OF PRIVATE DRINKING WATER**

**MOVED BY NOLAND – FORTIN: WHEREAS** twenty-two percent of households within the Public Health Sudbury & Districts service area rely on private drinking water systems; and

**WHEREAS** it is recommended that drinking water be tested frequently to ensure that it is safe for human consumption; and

**WHEREAS** exposure to contaminated drinking water can lead to severe gastrointestinal illness and in rare cases may result in death; and

**WHEREAS** anyone can become ill from drinking contaminated water; however, children, older adults, and people with weakened immune systems are at a higher risk of the harmful effects; and

**WHEREAS** Public Health Ontario's Well Water Testing program is a publicly-funded service that tests water samples from private drinking water sources for indicators of bacterial contamination; and

**WHEREAS** testing drinking water quality at private laboratories can be cost prohibitive; and

**WHEREAS** Public Health Ontario in conjunction with the Ministry of Health has proposed joint modernization plans in 2017 and again in January 2023 that proposed discontinuing well water testing as part of a plan to streamline operations; and



**WHEREAS the Auditor General of Ontario in its December 6, 2023 [Value-for-Money Audit: Public Health Ontario](#), called for Public Health Ontario and the Ministry of Health to move forward with streamlining laboratory operations in consideration of the proposed modernization plans; and**

**WHEREAS Public Health Ontario and the Ministry of Health have not yet announced a final plan for streamlining laboratory operations at this time;**

**THEREFORE BE IT RESOLVED THAT the Board of Health for Public Health Sudbury & Districts strongly recommends to the Minister of Health and to Public Health Ontario that Ontario's Well Water Testing program be continued in the plan to implement streamlined laboratory operations, and**

**THAT THE BOARD OF HEALTH endorse the resolutions adopted by the Council of the Town of Gore Bay (May 14, 2024), the Council of the Corporation of Northeastern Manitoulin & the Islands (May 23, 2024), and the Council of Central Manitoulin (July 8, 2024) concerning provincial well water testing.**

**CARRIED**

**iv) Perspectives from Northern Ontario for the Public Health Funding Review**

- Briefing Note from M. Mustafa Hirji, Acting Medical Officer of Health and Chief Executive Officer to the Board of Health dated September 12, 2024
- Advocacy Letter from Northern Medical Officers of Health to the Chief Medical Officer of Health and Assistant Deputy Minister, Dr. Kieran Moore, dated August 16, 2024

At the 2023 AMO Conference, the provincial government announced a series of new, planned measures to strengthen public health in Ontario. Among them was the intention to provide resources, support, and incentives to facilitate voluntary mergers as well as a review of the Ontario Public Health Standards and a review of the provincial public health funding.

As it relates to the funding review, the provincial government undertook a very focused consultation in June 2024 for which R. Lapierre participated through AMO and alPHA. The Northern Medical Officers of Health have concerns that there was no direct reach out to Medical Officers of Health or Boards of Health in northern Ontario given the unique factors and challenges northern health units face.

Eleven years ago, the Ministry had announced a funding review that proposed an approach that would have disadvantaged northern communities. The northern Medical Officers of Health believe any new provincial funding approach must provide equitable funding, rather than equal funding per capita across the province, accounting for unique circumstances in different areas of Ontario, including those unique elements in the north.

The northern MOHs collectively wrote a letter to the Chief Medical Officer of Health to advocate for equitable funding for this funding review that would ensure sustainability and equity of public health programming in northern Ontario. The northern Boards of Health endorsement is now being sought. Boards from the Porcupine Health Unit as well as North Bay Parry Sound District Health Units have already endorsed the motion.

Comments and questions were entertained and the Northern MOHs were commended for the advocacy letter.

#### **49-24 ENDORSING PERSPECTIVES FROM NORTHERN ONTARIO FOR THE PUBLIC HEALTH FUNDING REVIEW**

**MOVED BY FORTIN – BARCLAY: THAT the Board of Health endorse the August 16, 2024 letter by the northern Ontario Medical Officers of Health entitled “Perspectives from Northern Ontario for the Public Health Funding Review”.**

**CARRIED UNANIMOUSLY**

- v) Public Health Sudbury & Districts’ 2023 Annual Financial Report**
  - 2023 Financial Report (English and French)

Dr. Hirji noted that per good governance and practice, an annual report has been prepared and shared with the public as outlined in F-II-20 of the Board of Health Manual. Post-pandemic reflections were discussed as to whether we resume with the same format of the annual report or use a different approach.

More common public messaging is now short and succinct via social channels; therefore, the comprehensive annual report format is being shifted to a combination of highlights, including the program highlights early in the year and a financial highlight at this time of year with materials to be shared through social media in snippets.

- vi) Board of Health Manual Review**
  - Briefing Note from M. Mustafa Hirji, Acting Medical Officer of Health and Chief Executive Officer to the Board of Health dated September 12, 2024, and appendices

A thorough review of the Board of Health manual has taken place over the summer of all the policies, procedures, information sheets and by-laws that govern our organization.

Per A-III-10 the Board of Health Manual will be reviewed in its entirety in two-year intervals. Proposed revisions have been identified with tracked changes as well as areas identified to be repealed. The briefing note summarizes housekeeping revisions and highlights of more substantive revisions coming forward.

A lot of work has gone into the review and directors were thanked.

Questions and comments were entertained, and background was provided regarding the Board's request in 2019 for additional language to specify action and follow up in the event of an investigation, which, post-COVID-19, is proposed in the *new* Procedure C-I-15 Code of Conduct.

#### **50-24 BOARD OF HEALTH MANUAL**

**MOVED BY PARENT – ANDERSON: THAT the Board of Health, having reviewed the proposed revisions within the Board of Health Manual, approve the Manual as presented on this date.**

**CARRIED**

### **7. ADDENDUM**

#### **51-24 ADDENDUM**

**MOVED BY SIGNORETTI -BRABANT: THAT this Board of Health deals with the items on the Addendum.**

**CARRIED**

### **DECLARATIONS OF CONFLICT OF INTEREST**

There were no declarations of conflict of interest.

#### **i) Board of Health Membership**

- Order in Council Re: provincial re-appointment of Ryan Anderson effective September 13, 2024 for a term of three years
- Welcome letter to Michel Brabant, dated September 13, 2024
- Thank you letter to Al Sizer dated September 16, 2024

Correspondence is shared for information.

#### **ii) Items of Information**

- Ontario Government News Release dated September 10, 2024; *Ontario Enhancing Tools to Help People Prepare for Respiratory Illness Season*

News release is shared for information.

### **8. IN CAMERA**

#### **52-24 IN CAMERA**

**MOVED BY FORTIN - NOLAND: THAT this Board of Health goes in camera to deal with labour relations or employee negotiations. Time: 3:01 pm**

**CARRIED**

## **9. RISE AND REPORT**

### **53-24 RISE AND REPORT**

**MOVED BY TESSIER – ANDERSON: THAT this Board of Health rises and reports.**

**Time: 3:18 p.m.**

**CARRIED**

It was reported that one labour relations and negotiations matter were discussed for which the following motions emanated:

### **54-24 APPROVAL OF BOARD OF HEALTH INCAMERA MEETING NOTES**

**MOVED BY PARENT – NOLAND: THAT this Board of Health approve the meeting notes of the April 18, 2024, Board in-camera meeting and that these remain confidential and restricted from public disclosure in accordance with exemptions provided in the Municipal Freedom of Information and Protection of Privacy Act.**

**CARRIED**

### **55-24 ONA MEMORANDUM OF SETTLEMENT RATIFICATION**

**MOVED BY SIGNORETTI - PARENT: THAT the Board of Health ratify the Memorandum of Settlement between Public Health Sudbury & Districts (PHSD) and the Ontario Nurses Association (ONA), dated September 16, 2024.**

**CARRIED**

## **10. ANNOUNCEMENTS**

- i) The Board Chair shared that staff are looking into processes to record Board presentations and post the recording for the public to access through phsd.ca. MS Teams Townhall meeting is being proposed as the platform to record the Board presentations due to its recording features; however, Townhall meetings does not have a telephone dial-in option. Board members did not have any concerns with not having a dial-in number for a MS Teams Townhall invitations for future Board meetings.
- ii) Board members were asked to complete the Annual Board Self-Evaluation Survey by October 18, 2024, noting their feedback is valuable.
- iii) Board members are to review the annual mandatory Emergency Preparedness PowerPoint presentation and email R. Quesnel to confirm once you have completed the review.
- iv) Time was allocated for Board members to complete the September 19, 2024, Board of Health meeting evaluation before adjournment.

**11. ADJOURNMENT**

**56-24 ADJOURNMENT**

**MOVED BY SIGNORETTI - NOLAND: THAT we do now adjourn. Time: 3:23 p.m.**

**CARRIED**

\_\_\_\_\_  
(Chair)

\_\_\_\_\_  
(Secretary)

Unapproved

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS  
**Economic Development & Community Services Committee Meeting Minutes**

**REGULAR MEETING**

**SEPTEMBER 24, 2024**

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<b>PRESENT:</b>	<b>CHAIR:</b>	Merri-Ann HOBBS
	<b>MEMBERS:</b>	Harold CRABS; Thoma CRABS; Cathy HICKEY; Rodney JUNKALA; John MOONEY
	<b>ABSENT:</b>	Brent ST. DENIS
	<b>STAFF:</b>	Amanda ST. MICHEL

**Opening**

The regular meeting of the Economic Development and Community Services Committee was called to order at 6:30 p.m. on September 24<sup>th</sup>, 2024, by Merri-Ann Hobbs.

**Delegation(s)**- None.

**Economic Development**

**A REGIONAL EDO INITIATIVES**- No update.

**B GRANTS AND FUNDING OPPORTUNITIES**

Ministry for Seniors and Accessibility's 2024-25 Inclusive Communities Application

An update was provided to the committee that the application for an Age-Friendly Action Plan has been denied and will follow up with a coaching call once the next stream opens.

**C TSSR BUSINESS COMMUNITY UPDATES/OPPORTUNITIES**- No update.

**D DONATIONS/COMMUNITY SPONSORSHIPS**- No update.

**E TSSR STRATEGIC PLAN**- No update.

**Community Services**

**F COMMUNITY AESTHETICS**

Veteran Banner Update

An update was provided to the committee that 9 applications were received and the banners are in production with an estimated completion date of mid-October. Arrangements are being made with Espanola Hydro to hang more brackets along Imperial Street South.

**G AGE-FRIENDLY PROGRAMING**- No update.

**H MUNICIPAL EVENTS/INITIATIVES & COMMUNITY ENGAGEMENT**

MyCatch Fishing Tournament

The committee reviewed the summary report for the 2024 tournament. Highlights included 42 participants (39 adult and 3 youth), 403 fish logged and 60 hero shots uploaded with a total of 49 prizes (random draws, categories and cash placements). Due to the overall cost of the tournament compared to participation rates over the past three years, committee would not recommend pursuing a tournament in 2025.

**Other Business**

**J COMMITTEE STRUCTURE**

The committee discussed the possible restructuring of the committee from Economic Development and Community Services to a "Development and Planning Committee". The proposed structure would be made up of a committee of adjustment and development related initiatives only. The committee proposes that all community service initiatives such as any

future fishing tournaments, decorative lighting, and age friendly/seniors initiatives be merged with the Parks and Recreation committee. The committee would like to retain the responsibility for recurring veterans banner intakes and proposes that appreciation events be transferred to the administration department.

The committee has requested that the Regional Economic Development Officer (EDO) attend the next meeting to discuss the possibilities for the committee going forward.

**K      2025 OPERATING BUDGET**

Discussion regarding the 2025 operating budget and potential initiatives should the restructuring take place. Initiatives for 2025 centered around promotion and marketing of the Township such as allocating funds for various advertising opportunities (digital and physical materials), township/business information sessions, trade show participation, community event assistance, a community “opportunities campaign”, Business Success Awards, tourism initiatives, etc.

Capital budget items were briefly discussed which centered on obtaining a marketing strategy for the municipality. Discussion regarding the committee’s 5-year plan included wayfinding/directional signage, further public development of the geographic information system (GIS) platform being created, website development and a community improvement plan.

**Recommendations to Council**

- That the proposed restructuring of the Economic Development and Community Services committee move forward to become the “Planning and Development” committee and that all community service initiatives be reallocated to the appropriate department/committee.

The meeting ended at 7:50 p.m. The next meeting will be held on October 15<sup>th</sup>, 2024, in Council Chambers, at 6:30 p.m. or at the call of the chair.

WALFORD COMMUNITY CENTRE BOARD

REGULAR MEETING

September 26, 2024

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PRESENT: Cheryl Phillips, Robert Hopkins, Julie Vuorensyrja, Theresa Minten, Ellen Phillips, Jean Wuorinen

ABSENT: Stanley Phillips, Jewel Sanftenberg, Bryan Lees, Pierrette Gervais, Pauline Zarichney, Donna Mcinnis

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Motion No. 2024-15

Moved by: Robert Hopkins

Seconded by: Ellen Phillips

BE IT RESOLVED THAT the Walford Community Centre Board is open for business and that the minutes be read.

CARRIED

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Motion No. 2024-16

Moved by: Ellen Phillips

Seconded by: Robert Hopkins

BE IT RESOLVED THAT the minutes be approved as read.

CARRIED

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Motion No. 2024-17

Moved by: Theresa Minten

Seconded by: Ellen Phillips

BE IT RESOLVED THAT we purchase lumber to repair the air conditioning stand (PO WH02) \$206.74 from Espanola Home Hardware.

CARRIED

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Motion No. 2024-18

Moved by: Jean Wuorinen

Seconded by: Theresa Minten

BE IT RESOLVED THAT the WCCB purchase a set of electronic pest controls for the kitchen and bar area. (WH03 to reimburse Cheryl Phillips)

CARRIED

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Motion No. 2024-19

Moved by: Ellen Phillips

Seconded by: Robert Hopkins

BE IT RESOLVED THAT the WCCB request that the township follow up on recommendations of the Coordinator of Infrastructure that the roof screws of the Community Centre be redone.

CARRIED

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Motion No. 2024-20

Moved by: Theresa Minten

Seconded by: Jean Wuorinen

BE IT RESOLVED THAT we accept the 2025 proposed budget.

CARRIED

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Motion No. 2024-21

Moved by: Robert Hopkins

Seconded by: Theresa Minten

BE IT RESOLVED THAT the meeting be adjourned until the call of the chair or October 17, 2024.

CARRIED

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Meeting Discussions:

- Countertop has been put on hold until we have someone to install it
- Our share of the snow guards and installation was \$4814.03
- Firefighters may be able to volunteer to change the ceiling tiles in the meeting room
- Door sill in main hall needs to be repaired/replaced

Upcoming events:

- Oct - Garage sale?
- Oct 18-19, 25-26 - Haunted Trail at Fairgrounds - looking for volunteers
- Nov 2 - Massey Museum craft sale at arena
- Nov 16? - Bazaar
- Nov 30 - Firefighter appreciation night - want bar
- Dec 6 - Christmas in Massey
- Dec 7 & 8 - Walk to Bethlehem at Fairgrounds

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SECRETARY

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CHAIRPERSON

# CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

## Bylaw 2024-54

Being a Bylaw for the prescribing of standards for the maintenance and occupancy of property within the Township of Sables-Spanish Rivers.

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

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

AND WHEREAS the Council of the Township of Sables-Spanish Rivers deems it desirable to prescribe standards for maintenance and occupancy of property for the protections of the safety, health and well being of the public and to prevent the degradation of neighbourhoods within the Township;

NOW THEREFORE PURSUANT to the Building Code Act 1992, Section 15.1 to 15.8 inclusive, Council of the Township of Sables-Spanish Rivers ENACTS AS FOLLOWS:

### 1. DEFINITIONS: In this Bylaw and Schedules:

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

**“Act”** -means an enactment or statute of the Province of Ontario.

**“Approved”**- means:

- i) the approval of the Chief Building Official with respect to matters under the Ontario Building Code;
- ii) the approval of the Fire Chief with respect to matters under the Fire Code;
- iii) the approval of the Officer in respect to all other matters regulated by this Bylaw.

**“Basement”** - shall mean that portion of a building between two floor levels, which is partly underground and which has at least one-half its height from finished floor to the underside of the first floor joists above the average finished grade level adjacent to the exterior walls of the building;

**“Building”** - means any structure used or intended to be used for supporting or sheltering any use or occupancy

**“Building Code”** - means the Building Code Act and any regulations made under that Act;

**“Chief Official”** - means the Chief Building Official appointed under

Section 3 of the *Building Code Act, 1992*, c. 23 and having jurisdiction for the enforcement thereof.

**“Code”** - means a regulation of the Province of Ontario known,

- a) with respect to matters relating to building, as the Building Code;
- b) with respect to matters relating to electricity, as the Electrical Safety Code;
- c) with respect to matters relating to fire, as the Fire Code; and
- d) with respect to matters relating to plumbing, as the Plumbing Code.

**“Committee”** - means a Property Standards Committee established under this Bylaw.

**“Council”** - shall mean the Council of the Township of Sables-Spanish Rivers.

**“Dwelling”** - means a building, structure, mobile home or recreational vehicle with or without kitchen facilities or a part of such a building or structure, which is, or is intended to be used for the purpose of human habitation, and includes such a building, home or vehicle that would be or would be intended to be used for such purposes, except for its state of disrepair;

**“Dwelling unit”** – means a room or a suite of rooms operated as a housekeeping unit, used or intended to be used as a domicile by one or more persons and supporting general living conditions usually including cooking, eating, sleeping, and sanitary facilities. Dwelling unit is two or more rooms used or designed to be used by one or more individuals as an independent or self-contained domestic unit or housekeeping establishment.

**“Exterior property area”** - means the building lot excluding buildings

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

**“First Storey”** - means that part of a building having a floor area closest to grade with a ceiling height of more than 1.8 metres (6 ft.) above grade.

**“Ground cover”** - means organic or non-organic material applied to prevent soil erosion such as concrete, flagstone, gravel, asphalt, grass or other landscaping.

**“Guard”** - means a protective barrier installed around openings in floor areas or on the open sides of a stairway, a landing, a balcony, a mezzanine, a gallery, a raised walkway, and other locations as required to prevent accidental falls from one level to another. Such barriers may or may not have openings through them.

**“Habitable room”** - means any room in a dwelling unit used or designed to be used for the purpose of living, sleeping, eating, cooking or preparation of food and without limiting the foregoing shall include den, library, sunroom or recreational room or any combination thereof;

**“Municipality”** – means the Township of Sables-Spanish Rivers.

**“Non-habitable space”** - means a bathroom, toilet room, water closet compartment, laundry, pantry, foyer, lobby, hall, corridor, stairway, passageway, closet, storage room, boiler room, furnace room, accessory space for service, maintenance or access within a building or a room or space which does not comply with the minimum standards for residential occupancy.

**“Non-Residential Property”** - means a building or structure or part of a building or structure not occupied in whole or in part for the purpose of human habitation, and includes the lands and premises appurtenant and all of the outbuildings, fences or erections thereon or therein.

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

**“Officer”** - means a person or association who has entered into a contract with the Municipality to enforce the Property Standards Bylaw and any servants of such person or association that has been assigned by the Council the responsibility of administering and enforcing the provisions of this Bylaw.

**“Owner”** – includes the owner in trust, a mortgagee in possession, the person for the time being, managing or receiving the rent of the land or premises in connection with which the word is used whether on his own account, or as agent or trustee of any other person, or who would receive the rent if the land and premises were let, and shall also include a lessee or occupant of the property who, under the terms of a lease, is required to repair and maintain the property in accordance with the standards for the maintenance and occupancy of property;

**“Person”** – means and includes any person, firm, partnership, corporation, company, association, or organization of any kind.

**“Property”** - means a building or structure or part of a building or structure, and includes the lands and premises appurtenant thereto and all mobile homes, mobile buildings, mobile structures, outbuildings, fences and erections thereon whether heretofore or hereafter erected and includes vacant property.

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

**“Residence Building”** means a building containing within its walls one or more dwelling units and which may or may not contain other uses.

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

**“Salvage Yard”** includes a scrap yard, junkyard and a wrecking yard whether or not an active business is carried on and whether or not the yard is used for storage of salvage.

**“Sewage system”** – means the Township of Sables-Spanish Rivers’ system of storm sewers, sanitary sewers and combined sewers, or a

private sewage disposal system approved by Public Health Sudbury District.

**“Sign”** - means any device or notice and means any medium, including its structure and other component parts, which is used or capable of being used to identify, describe, illustrate advertise or direct or attract attention to any specific subject, person, business, service, commodity or use

**“Snow disposal site”** -means only those lands on which snow is placed after being brought to the lot from another lot, and shall not include areas to which snow is moved to one portion of a lot after being cleared from the rest of the lot.

**“Snow storage site”** -means that portion of lands being used for the storage of snow that has been moved to one portion of a lot after being cleared from another portion or portions of a lot.

**“Unsafe Condition”** means any condition that could cause undue hazard to life, limb or health of any person authorized or expected to be on or about the property.

**“Vehicle”** – includes a motor vehicle, trailer, boat, motorized snow vehicle or other mechanical power driven equipment.

**“Visual barrier”** – shall mean a continuous, uninterrupted structure and/or fence which completely blocks lines of sight when viewed perpendicularly from either of its sides and shall consist of one or more of the following materials: wood, stone, bricks, mortar, fabricated metal or other similarly solid material approved by the Property Standards Officer or Chief Building Official.

**“Waste”**- means any debris, rubbish, refuse, sewage, effluent, discard, or garbage of a type arising from a residence, belonging to or associated with a house or use of a house or residential property and/or from industrial or commercial operations, or belonging to or associated with industry or commerce or industrial or commercial property, which for greater certainty includes all garbage, discarded material or things, broken or dismantled things, and materials or things exposed to the elements, deteriorating or decaying on a property due to exposure or the weather

**“Yard”** means the land other than publicly owned land around or appurtenant to the whole or any part of a residential or non-residential property and used or capable of being used in connection with the property.

2. This Bylaw may be cited as the “Property Standards Bylaw”.
3. This Bylaw applies to all property within the municipal limits of the Township of Sables-Spanish Rivers.
4. This by-law does not apply so as to prevent a farm, meeting the definition of “agricultural operation” under the Farming and Food Production Protection Act, 1998, S.O. 1998, c. 1, from carrying out a normal farm practice as provided for and defined under that Act.
5. The standards for maintenance and occupancy of property set out in Schedule “A” attached hereto and forming part of the Bylaw are hereby prescribed for all property with the municipal limits of the Township of Sables-Spanish Rivers.
6. Every person shall maintain their property to the standards listed in Schedule “A” of this by-law.
7. The owner or occupant of any property shall repair and maintain that property in accordance with the standards prescribed in Schedule “A” or shall clear the property of all buildings, structures, garbage, rubbish, waste or accumulations of such materials that prevent access to or exit from the property in the case of emergency, or other safety or health hazard and shall leave the property in a graded and leveled condition.
8. All repairs and maintenance of property shall be carried out with suitable and sufficient materials and in a manner accepted as good workmanship within the trades concerned.
9. All new construction or extensive repairs shall conform to the Ontario Building Code, where applicable.
10. This Bylaw shall be administered and enforced by the person or association who has entered into a contract with the Municipality to enforce the Property Standards Bylaw, and any servants of such person or association that has been assigned by the Council the responsibility of administering and enforcing the provisions of this Bylaw, and all servants thereof are hereby appointed Municipal Law Enforcement Officers pursuant to Section 15, Subsection 1 & 2 of the Police Services Act, 1990, chapter 10, and pursuant to Bill 74, The Provincial Offences Act who shall be Peace Officers for the purpose of enforcing the Property Standards Bylaw, Section 15 of the Building Code Act 1992 and related legal process serving.
11. Pursuant to the Building Code Act 1992 an Officer may enter on land at reasonable times to ascertain whether the provisions of this By-Law are complied with and whether the terms and conditions of any order made or notice given under this By-Law are complied with.
12. Pursuant to the Building Code Act 1992 no person shall hinder or obstruct, or attempt to hinder or obstruct, an Officer exercising or performing a duty under this By-Law.
13. Following the inspection of a property, the Officer may, or on the request of the owner shall, issue to the owner a Certificate of Compliance if, in their opinion, the property is in compliance with the standards prescribed by this Bylaw. The fee for the issuance of a Certificate of Compliance issued in accordance with Section 15.5 of the Building Code Act 1992, shall be \$100.00 payable prior to the issuance of the Certificate. The amount of the fee may be varied from time to time by Resolution of Council, without an amendment to this Bylaw.
14. If the Officer is satisfied that in some respect the property or structure does not comply with the standards prescribed herein, the Officer may make an Order under Section 15.2(2) of the Ontario Building Code to remedy the infraction within a satisfactory time.

15. If an owner or occupant upon whom an Order made under Section 15.2(2) of the Ontario Building Code Act 1992 has been served is not satisfied with the terms or conditions of the order the owner or occupant may appeal to the Property Standards Appeals Committee by sending a NOTICE OF APPEAL by registered mail to the Secretary of the committee within **fourteen (14) days** after service of the order, and, in the event that no appeal is taken, the order shall be deemed to be final and binding.
16. Each Notice of Appeal shall be accompanied by a non-refundable payment of \$125.00.
17. The Property Standards Committee shall be comprised of the Clerks of the municipalities of the Township of Nairn & Hyman, Township of Baldwin, Township of Sables-Spanish Rivers and Town of Espanola. The Committee shall be responsible for choosing its Chairperson and appointing a Secretary in accordance with the municipal Procedures By-Law.
18. Where any person fails to comply with an Order issued, the Municipality may cause the required work to be done. The cost of such work plus a further administrative fee of an additional 10% may be recovered by invoice, action or the amount may be given priority lien status, and shall be added to the tax roll, pursuant to Part 1 Section 1 of the Municipal Act, 2001.
19. Where a provision of this Bylaw conflicts with provisions of another Bylaw in force in the Municipality the provision that establishes the higher standard to protect the health, safety and welfare of the general public, shall prevail.
20. If any provision of this Bylaw is declared invalid for any reason by a Court of competent jurisdiction, the remainder of the Bylaw shall continue in force.
21. Every person who contravenes any provision of this bylaw is guilty of an offence and upon conviction is liable to a fine as provided for by the Provincial Offences Act, R.S.O. 1990, Chapter P.33, as amended.
22. Any person who fails to comply with an order that is final and binding under this Bylaw is guilty of an offence and under Section 36(1) of the *Building Code Act*, S.O. 1992, c.23, and may also be liable to a penalty or penalties as set out in Section 36 of that Act.
23. Bylaw 2014-28 is hereby repealed.
24. This bylaw shall come into force and effect upon third and final reading.

READ A FIRST AND SECOND TIME THIS 9<sup>th</sup> DAY OF OCTOBER, 2024.

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MAYOR – K. BURKE

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CLERK – A.WHALEN

READ A THIRD AN FINAL TIME AND PASSED IN OPEN COUNCIL  
THIS 9<sup>th</sup> DAY OF OCTOBER, 2024.

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MAYOR – K. BURKE

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CLERK – A.WHALEN

## SCHEDULE “A”

### TO BY-LAW 2024-xx

Specifying the minimum standards  
for the maintenance and occupancy of property.

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#### 1. EXTERIOR PROPERTY AREAS

- a. Exterior property areas shall be maintained in a neat and tidy condition and so as not to detract from the neighbouring environment or present a hazard to any person.
- b. Without restricting the generality of subsection (1a), maintained in a neat and tidy condition includes removal of:
  - i. rubbish, garbage, brush, waste, litter and debris;
  - ii. injurious insects, termites, rodents, vermin and other pests;
  - iii. noxious weeds and excessive growth of other weeds;
  - iv. ground cover, hedges and bushes which are unsightly or unreasonably overgrown in relation to the neighbouring environment;
  - v. dead, decayed or damaged trees or other growth and the branches and limbs thereof which create an unsafe or unsightly condition;
  - vi. wrecked, dismantled, inoperative, discarded, unused or unlicensed vehicles or trailer, unless authorized to conduct or operate a wrecking business and then only if the articles are kept in a manner to avoid an unsafe or unsightly condition deleterious to the neighbouring environment;
  - vii. machinery or parts thereof, or other objects or parts thereof, or accumulation of material that creates an unsafe condition of which is unsightly or not in keeping with the neighbouring properties;
  - viii. Dilapidated or collapsed structures or erections, and the filling or protecting of any unprotected well.
- c. Driveways, ramps, parking areas, paths, outside stairs and landings shall be:
  - i. surfaced, resurfaced, repaired or regraded to provide safe surface for pedestrian or vehicle use;
  - ii. provided with suitable markings to indicate parking spaces and ingress and egress routes; and
  - iii. promptly cleared of snow and ice.
- d. Suitable ground cover shall be provided to maintain a good appearance, prevent erosion of the soil and so as to be in harmony with the neighbouring environment. Where grass forms part of the ground cover it shall be resodded or reseeded as often as required to maintain the grass in a living condition.



- e. Lighting fixtures and their supports shall be maintained in a safe condition, in working order and of good appearance.
- f. Ground cover, hedges, trees, landscaping and site facilities required as a condition of site development or redevelopment shall be maintained in living condition or in a good state of repair. The Property Standards Officer may accept alternatives provided the intent of the original condition of approval is maintained.

## 2. PONDING

- (1) Exterior property areas shall be graded and maintained to prevent ponding of water creating an unsafe condition or harmful to the environment. Catch basins and swales shall be installed and maintained where necessary to facilitate drainage and so as not to impede the natural flow of water.
- (2) Storm water run-off from downspouts and impervious surfaces shall be contained within the limits of the property until absorbed by the soil or drained to a swale, watercourse or storm sewer.

## 3. FENCES

- (1) Fences shall be kept:
  - a) protected by paint, preservative or other weather resistant material unless the aesthetic characteristics of the fence are enhanced by the lack of such material;
  - b) in a structurally sound condition and plumb, unless specifically designed to be other than vertical;
  - c) in good repair and free of accident hazards; and so as not to present an unsightly appearance.

## 4. PARKING LOTS AND DRIVEWAYS

- (1) Parking lots, driveways and other similar public access areas of a yard shall be maintained so as to afford safe passage under normal use and weather conditions and be free from health and other hazards.

## 5. WELLS –CISTERN-CESSPOOL-PRIVY VAULT-PIT OR EXCAVATION

- (1) A well, cistern, cesspool, privy vault, pit or excavation shall be permanently sealed, or secured by a fence, cover or netting, unless it is in active use, in which event it shall be secured by fencing with warning signs until the use has ceased, whereupon they shall be sealed or secured as required above.

## 6. ACCESSORY BUILDINGS

- (1) The foundations, walls, roofs and all parts of accessory buildings and other structures appurtenant to the main building shall be:
  - a) constructed with suitable materials;
  - b) maintained in good repair;
  - c) protected from deterioration by the application of paint or other suitable protective material.

## 7. SIGNS

- (1) Signs shall be maintained:
  - a) so as not to cause any unsafe condition;

- b) in a vertical plane unless otherwise erected and approved, in which case such sign shall be maintained as erected and approved;
  - c) without any visible deterioration of the sign and its structure when viewed from any property other than the property on which the sign is situated; and
- (2) Signs that are unused or not cared for or discarded shall be removed from the property or shall be stored within a building.

## 8. RETAINING WALLS

- (1) Retaining walls shall be maintained in good repair and free from accident hazards.
- (2) Without restricting the generality of subsection (1), the maintenance includes;
  - a) redesigning, repairing or replacing of all deteriorated, damaged, misaligned or missing portions of the wall, or railings and guards appurtenant thereto;
  - b) installing subsoil drains where required to maintain the stability of the wall;
  - c) grouting masonry cracks;
  - d) applying a coating of paint or equivalent preservative.

## 9. BUFFERING

- (1) Property that becomes a nuisance to:
  - a) the occupants or users of nearby property; or
  - b) the residents of the neighbourhood; or
  - c) users of streets or parks shall be buffered to minimize the effect of the nuisance and in a manner approved in writing by the Property Standards Officer.
- (2) Without limiting the generality of subsection (1), the buffer shall include where appropriate:
  - a) a barrier to prevent lighting and vehicle headlights from shining directly into a dwelling unit;
  - b) the provision and maintenance of an effective barrier to prevent material from being blown onto the adjacent property;
  - c) the provision and maintenance of a visual screen or site facilities to minimize nuisances, which are not in keeping with the neighbouring environment.

## 10. STRUCTURAL CAPACITY

- (1) A building, or part thereof, shall be capable of sustaining its own weight together with the loads that may be imposed by natural causes such as snow, wind and all other causes as set out in the Ontario Building Code.
- (2) The factor of safety specified in the Ontario Building Code is the minimum standard.

- (3) The above standards and factors are to be met without exceeding soil capacity and the maximum differential or other settlement specified in the Ontario Building Code.
- (4) If the Chief Official is not satisfied that the structural capacity of any part of a building meets the standards he may require, to establish structural capacity, the submission of a report, prepared, sealed and signed by a professional engineer who is qualified in this field and licensed by the Association of Professional Engineers of Ontario.

#### 11. UNSAFE CONDITIONS

- (1) Unsafe conditions on property shall be abated forthwith to the satisfaction of the Property Standards Officer.
- (2) Where there is a condition on the property, which is unsafe, the Ontario Building Code and the Fire Code shall apply to the extent necessary to abate the unsafe condition.
- (3) Without limiting the generality of subsections (1) and (2), abating of an unsafe condition includes:
  - a) the provision and repair of appropriate fire and gas separation and fire protection;
  - b) the provision, repair and maintenance of adequate and appropriate early warning, fire extinguishments, and fire fighting equipment and devices;
  - c) the provision of smoke control measures appropriate to the use and occupancy of the building, floor area, suite of rooms, room or space, and to the existing construction and building services;
  - d) the provision or repair of exit lighting and emergency lighting;
  - e) the provision or repair of stairs, balustrades, railings, guards and screens so as to minimize the risk of accident;
  - f) the provision, repair and maintenance of exits and means of egress to permit clear passage and safe egress from anywhere within the building to a location of safety;
  - g) the proper handling, storage and discharge of flammable liquids;
  - h) the proper handling, storage and discharge of dangerous materials and chemicals;
  - i) the storage of combustible materials so as to minimize fire spread and permit effective fire control;
  - j) the control of hazardous industrial processes and operations and the prevention of explosion;
  - k) the proper maintenance of fire extinguishers and all other provided early warning fire extinguishments and fire control equipment and devices;
  - l) removal of garbage, refuse and pests such as rodents, vermin, termites and injurious insects;
  - m) the elimination of fire hazards or other conditions which may be a hazard to life or which risk serious injury to persons normally in or about the subject building, floor area, suite of rooms, room, space or property.

- (4) The owner shall canvass all tenants promptly and shall, at the request of an occupant, provide and install safety devices on windows with movable sash and on balcony doors to prevent risk of accident to small children. Such safety devices shall be installed in a manner to prevent small children from opening a door or window to beyond four (4) inches. A special notice shall be given to the tenants drawing their attention to the fact these devices are available; said special notice to be incorporated in the lease.

## 12. EXTERIOR SURFACES

- (1) All exterior surfaces on a building that have been previously painted, stained, varnished or which have received other similar protective finishes shall be maintained without visible deterioration from the original finish, or shall be refinished with an equivalent preservative or protective finish.
- (2) Appropriate measures shall be taken to remove all objectionable marking, stains or other defacement, occurring on the exposed finished exterior surfaces and, where necessary, to restore the surface and adjacent areas to, as near as possible, their appearance before the markings stains or defacement occurred.
- (3) Glazed doors, windows and other transparent surfaces shall be kept reasonably clean so as to permit unimpeded visibility and unrestricted passage of light.
- (4) A building damaged by fire or other causes shall be repaired to its original condition and as may otherwise be required by this bylaw, or the building shall be demolished or the damaged portion removed and the property left in a graded, level and tidy condition.
- (5) Without restricting the generality of subsection (4) repairs shall include:
  - a) abating any unsafe condition;
- (6) Refinishing so as to be in harmony with adjoining undamaged surfaces and the neighbouring environment. Nothing in this section shall be construed as preventing doors, windows and other openings in the exterior of an unoccupied building from being protected from damage or to prevent entry, for such time as a building remains unoccupied.
- (7) Materials used for protection in accordance with subsection (6) shall be afforded an application of paint, varnish or other approved colouring or preservative on the exterior, to maintain an appearance commensurate with the surrounding environment.

## 13. DOORS, WINDOWS, SHUTTERS AND HATCHWAYS

- (1) All doors, windows, including storm and/or screen windows, shutters and hatchways in a building shall be maintained weather tight, draft free and so as to perform their intended function.
- (2) Without restricting the generality of subsection (1), the maintenance includes:
  - a) the repair, refitting, replacing or renewing of damaged, decaying or defective doors, windows, frames, sashes, casings, shutters, hatchways or screens;
  - b) re-glazing or fitting with an approved translucent substitute;
  - c) repairing or replacing defective or missing hardware;
  - d) re-screening or weather stripping;
  - e) painting or the applying of a similarly effective preservative.

- (3) When an opening is used or required for ventilation or illumination and is not required to be protected by a door, window or similar closure it shall be protected with a:
  - a) wire mesh screen, metal grille or other equivalent durable material; or
  - b) other protection so as to effectively prevent the entry of rodents or vermin.
- (4) In an unoccupied building only exterior doors, windows, including storm and/or screen windows, shutters and hatchways need comply with subsections (1), (2), and (3).

#### 14. FOUNDATIONS, WALLS, COLUMNS AND BEAMS

- (1) The foundations, walls, columns and beams of a building shall be maintained in good repair.
- (2) Without restricting the generality of subsection (1), the maintenance of walls, columns and beams of a building includes:
  - a) extension of the wall foundations below grade or re-grading to provide adequate frost cover;
  - b) installing subsoil drains where such would be beneficial;
  - c) repairing or replacing decayed, damaged or weakened sills, piers, posts or other supports;
  - d) grouting and waterproofing the walls and joints;
  - e) making sills, piers, posts or other supports insect proof by coating with preservative or other approved method;
  - f) the applying of approved materials to preserve all wood, metal work or other materials not inherently resistant to weathering or wear;
  - g) the carrying out of such other work as may be required to overcome any existing settlement detrimental to the appearance of the building or to improve or maintain a pleasant and satisfying appearance at least commensurate with that of the neighbourhood;
  - h) the restoring, repairing or replacing of:
    - i. the foundations, walls, columns and beams; or
    - ii. components, claddings, finishes and trims forming a part thereof.
- (3) Foundations, walls, columns and beams within an unoccupied building are exempt from the requirements of subsections (1) and (2) unless the deterioration is detrimental to the exterior appearance of the building or creates an unsafe condition on or adjacent to the property.

#### 15. FLOORS, STAIRS, VERANDAH, PORCHES, DECKS, LOADING DOCKS AND BALCONIES

- (1) Every floor, stair, verandah, porch, deck, loading dock, balcony and every appurtenance attached thereto shall be maintained, reconstructed or repaired so as to be of good appearance, safe to use and capable of supporting the loads to which it may be subjected as specified in the Ontario Building Code.
- (2) Without restricting the generality of subsection (1), the maintenance reconstructing or repairing includes:

- a) repairing or replacing floors, treads or risers that show excessive wear or are broken, warped, loose or otherwise defective;
  - b) repairing, renewing or supporting structural members that are rotten, deteriorated or loose;
  - c) providing, repairing or renewing balustrades, guardrails and railings; and
  - d) painting or the applying of other equivalent preservative.
- (3) Floors, stairs, verandahs, porches, decks, loading docks, balconies and every appurtenance attached thereto within the exterior walls of an unoccupied building are exempt from the requirements of subsections (1) and (2).

#### 16. ROOFS AND ROOF STRUCTURES

- (1) Every roof including related roof structures, guards and lightning arrestor shall be maintained and repaired so as to properly perform its intended function, be of good appearance and so as to be capable of supporting the loads to which it may be subjected as specified in the Ontario Building Code.
- (2) Without restricting the generality of subsection (1), the maintenance and repair includes:
- a) removal of loose, unsecured or unsafe objects and materials;
  - b) dangerous accumulations of snow and ice;
  - c) other accident and fire hazards;
  - d) other unsightly objects and conditions detrimental to the appearance of the building.
- (3) Chimneys, smoke or vent stacks and other roof structures shall be maintained plumb and in good repair so as to be free from:
- a) loose bricks, mortar, and loose or broken capping;
  - b) loose or rusted stanchions, guy wires, braces and attachments;
  - c) any fire or accident hazard;
  - d) unsightly objects and conditions detrimental to the appearance of the building.

#### 17. GANTRIES AND ANTENNAS

- (1) Gentries, antennas and structures of similar character shall be maintained:
- a) plumb, unless specifically designed to be other than vertical;
  - b) in good repair and free of fire and accident hazards;
  - c) in a relatively rust free condition; and
  - d) so as not to present an unsightly appearance;
  - e) all free standing radio and television towers shall be closed in up to a height of eight (8) feet from the ground;
  - f) the radio and television towers shall be enclosed by affixing to all sides of the tower a cover made of galvanized sheet metal.

## 18. INTERIOR CLADDING AND FINISHES

- (1) Interior cladding and finishes of walls, floors and ceilings shall be repaired and maintained:
  - a) in a clear, odour free and sanitary condition, reasonable for the normal use or occupancy of the room, space, corridor or stairway;
  - b) in good repair, free from holes, loose boards, broken, torn, damaged, decayed or stained materials;
  - c) free of objectionable markings or other defacement;
  - d) so as to possess the fire resistive properties required by the Ontario Building Code and the Fire Code.
- (2) In addition to the maintenance required by subsection (1), floors shall be maintained free of depressions, protrusions, deterioration or other defects which could create an unsafe condition or which are out of character with the normal use of the area in which such defect occurs.

## 19. VENTILATION SYSTEMS

- (1) Ventilation as required by the Ontario Building Code shall be provided to all rooms and spaces within a building to prevent accumulations of heat and contaminants likely to create a potential fire, explosion toxic or health hazard.
- (2) Ventilation systems shall be:
  - a) regularly cleaned and maintained in good repair, working order and in a safe condition at all times;
  - b) in conformance with the requirements of the Ontario Building Code.

## 20. HEATING AND MECHANICAL SYSTEMS

- (1) A heating system shall be provided in all buildings, capable of supplying, during normal hours of occupancy, sufficient heat to maintain a temperature of not less than 20 degrees Celsius or 68 degrees Fahrenheit at the outside design temperature specified in the Ontario Building Code.
- (2) The heating system and temperature required by subsection (1) need not be provided for spaces in a building not normally heated.
- (3) The heating system required by subsection (1) and other mechanical systems shall be provided, maintained and operated:
  - a) in accordance with the requirements of the Ontario Building Code and the Energy Act of Ontario; and
  - b) free of hazards that could cause an accident.

## 21. ELECTRICAL SYSTEMS

- (1) A dwelling unit, and where required by the Ontario Building or Electrical Codes, buildings shall be connected to an electrical supply system and shall be wired to receive electricity.
- (2) The capacity of the connection to the building and the system of circuits and electrical outlets distributing the electrical supply within the building shall be adequate for the use and intended use and shall be maintained in good working order, free from fire and accident hazards, and in compliance with the Ontario Electrical Code.
- (3) Adequate interior and exterior lighting fixtures shall be installed and

maintained so that the work or operations normally carried out on the property, or the use of the property, can be undertaken in safety and without undue eyestrain.

## 22. DRAINAGE AND PLUMBING SYSTEMS

- (1) Drainage and plumbing systems on the property shall be provided, installed and maintained in good working order:
  - a) in compliance with the requirements of the Ontario Building Code, the Ontario Water Resources Act, the Environmental Protection Act of Ontario and their Regulations; and
  - b) free from leaks, defective or dripping taps and other defects.
- (2) Water run-off from roof surfaces shall discharge into an eaves trough or gutter and thence to a down pipe, discharging into a storm sewer and maintained:
  - a) watertight and free from leaks;
  - b) in working order and free from health and accident hazards.
- (3) Down pipes need not be connected to a storm sewer when arranged to discharge water run-off at least three feet from the building and contained on the property.
- (4) Eaves troughs, gutters, down pipes and storm sewer when arranged to discharge water run-off at least three feet from the building and contained on the property.

## 23. SEWAGE DISPOSAL

- (1) When a sanitary sewer is installed on a street or road, all sewage from the abutting property shall be discharged into the sanitary sewer.
- (2) When a sanitary sewer has not been installed on a street or road, all sewage from each abutting property shall be discharged into private sewage disposal systems on the subject property; each such system shall be approved by and maintained to the satisfaction of the Medical Officer of Health.

## 24. REFUSE DISPOSAL

- (1) Every residence building storey having a common access corridor to individual apartments shall be equipped with a garbage or refuse room accessible to all tenants on the floor, and every residence building exceeding two storeys in height shall have a garbage chute connecting the aforesaid rooms to a common room at or near grade or, in the alternative to the foregoing, a compacting or garbage grinding disposal unit shall be installed in each tenancy and an interior central storage room with a disposal facility shall be provided.
- (2) In all other buildings sufficient rooms with containers and receptacles shall be provided to safely contain all garbage, rubbish, ashes, waste and other refuse, which shall not be allowed to accumulate but shall be removed or made available for removal in accordance with the bylaws of the municipality.
- (3) The facilities required by subsections (1) and (2) shall be designed and installed as required by the Ontario Building Code.
- (4) In the event that strict application of subsection (1), (2) and (3) above are not practical, the Property Standards Officer may accept alternative measure, provided that the resultant standard is generally equivalent to the standard herein required.



- (5) External containers and receptacles, where permitted by subsection (4), shall be screened from view and shall be provided with covers so that the material contained therein need not be exposed to view or to insects or other pests. Such covers shall at all times prevent the aforesaid exposure, except when the receptacles are actually being filled or emptied.
- (6) Garbage chutes, disposal rooms, containers and receptacles shall be washed down, disinfected and maintained as necessary to be clean, odour free and in operable condition.

## 25. HUMAN HABITATION

- (1) Non-habitable space shall not be used for human habitation.
- (2) No dwelling unit shall be occupied or be permitted to be occupied in sufficient numbers to constitute, in the opinion of the Medical Officer of Health, a physical or mental health hazard.
- (3) No portion of a dwelling unit shall be used for human habitation unless:
  - a) the floors, walls and ceilings and openings in the exterior walls or roof are watertight, free from dampness and reasonably free from drafts at all time;
  - b) every habitable room, except a kitchen, contains one or more windows or skylights that:
    - i) open directly to the outside air; and
    - ii) have a total light transmitting area and openable ventilating area of not less than that required by the Ontario Building Code;
  - c) all windows and skylights are:
    - i) glazed or fitted with an approved substitute;
    - ii) provided with hardware and locking devices;
    - iii) maintained in good repair; and
    - iv) if required for ventilating purposes, capable of being easily opened and closed at all times;
  - d) a heating system is provided, and unless otherwise acceptable to the occupant and subject to subsection 18(1) operated so as to maintain a minimum temperature of not less than 20 degrees Celsius or 68 degrees Fahrenheit above zero between the fifteenth day of September to the first day of June of the year following.
- (4) Buildings used or to be used for human habitation shall be insulated to minimize heat loss, air infiltration and moisture condensation on the interior surfaces of walls, ceilings and floors as required by the Ontario Building Code (including Section 9.6, 9.7 and 9.26) or other repairs shall be affected which the Property Standards Officer deems to be the equivalent.
- (5) Anything employed in providing water or any energy source serving light, heat, refrigeration or cooking facilities in a dwelling unit occupied by a tenant shall not be disconnected, except for such reasonable period of time as may be required for the purpose of repairing, replacing or altering such service or utility.
- (6) Where there is fuel burning equipment in any occupied dwelling unit not occupied by the owner and the owner is required by the lease or agreement providing the occupancy to provide fuel, an adequate supply

of fuel, in a convenient and safe location, shall be available at all times for the equipment.

- (7) Each kitchen in a dwelling unit shall be:
  - a) equipped with a refrigerator and stove in good repair and in good working order;
  - b) provided with cupboards having a capacity of not less than four cubic feet multiplied by the total number of persons occupying the unit.
- (8) Every dwelling unit owned and occupied by a handicapped person shall, on request, be altered and repaired so as to minimize inconvenience from the specified disability.
- (9) The opinion of a medical practitioner responsible for a patient or the Medical Officer of Health as to the need for alterations shall be adhered to with respect to subsection (8).

## 26. SECURITY

- (1) Doors which allow access to or egress from a dwelling shall be equipped with a lock that:
  - a) is a positive locking dead lock of a type that cannot be accidentally locked against entry by the closing of the door;
  - b) does not contravene Ontario Building Code regulations; and
  - c) is maintained in good repair and in an operative condition.
- (2) Exterior security locking and release, and voice communication systems, when provided, shall be maintained in good repair and operative condition, and in compliance with the requirements of the Ontario Building Code.

## 27. RECREATIONAL FACILITIES

- (1) Recreational amenities, facilities and rooms required by the Township of Sables-Spanish Rivers for the use of occupants of a building shall be provided, installed, repaired and cleaned as necessary to maintain the recreational amenity, facility or room in a safe condition and so as to be constantly available for use at all reasonable hours.
- (2) Equipment meeting the recreational needs of the persons for whom such facilities are provided shall be made available for use in the facilities described in subsection (1).

## 28. NOISE AND VIBRATIONS

Acoustical insulation or muffling devices shall be provided whenever necessary to prevent intrusion into occupied space of sound emissions or vibrations incompatible with the occupancy.

## 29. SALVAGE YARD

Salvage yards shall be effectively screened from public view by a visual barrier.

## 30. YARD SALES AND FLEA MARKETS

Yard sales and flea markets shall be of a maximum duration of three days and all articles are required to be removed not later than the end of the third day.

## 31. COMMERCIAL OPERATIONS

Commercial operators may display items for sale outside their building structures

between the hours of 6:00 a.m. and 9:00 p.m. At all other times, all articles for sale must be secured within the building structure.

Commercial operations for the purpose of the sale of vehicles or farm implements or building supply materials are exempt from the provisions of Section 4.05(1) of this bylaw.

### 32. VACANT LAND

- (1) Vacant land shall be maintained to the standards as described in Section 1.

### 33. VACANT BUILDINGS

- (1) The owner of a vacant building shall secure and/or board up the building to the satisfaction of the Officer by covering all openings through which entry may be obtained with at least 12.7 mm (0.5 inch) sheet plywood securely fastened to the building and painted a colour compatible with the surrounding walls. The owner shall be responsible for maintaining the ongoing security on the building.
- (2) No partially or completely vacant building shall remain boarded up for a period longer than two (2) years. After the said two (2) years or an alternate time period set by the Officer, the owner shall forthwith make the necessary repairs to make it fit for authorized uses in accordance with the Municipality's Zoning Bylaw.
- (3) Vacant buildings and land shall be kept cleared of all garbage, rubbish and debris.
- (4) Notwithstanding the provisions of section (2) above, where a vacant building has not been maintained or fixed in accordance with this Bylaw, it shall be remedied. The Officer may issue an order to take such action, up to and including demolition of the building and clearing of the site as may be necessary to resolve the matter. Vacant buildings deemed by the Chief Building Official as a health and safety issue and that have not been remedied to the satisfaction of the Officer, shall be removed from the property and the land shall be left in a graded level condition.

### 34. DAMAGE BY FIRE-STORM-OTHER CAUSES

- (1) In the event of fire or explosion, damaged or partially burned material shall be removed from the premises, except that such material may be temporarily stored within the barricaded damaged building or structure, provided that such storage does not exceed ninety (90) days.
- (2) Fire damaged buildings, or portions thereof, shall be repaired to their original condition or shall be demolished accordingly.

### 35. DEMOLISH BUILDING

- (1) Where a building, accessory building, fence or other structure is demolished, the property shall be cleared of all rubbish, waste, refuse, masonry, lumber, wood, and other materials and left in a graded and levelled condition.
- (2) Where a building, accessory building, fence or other structure is being demolished, every precaution shall be taken to protect the adjoining property and members of the public. The precautions to be taken include the erection of fences, barricades, covered walkways for pedestrians and any other means of protection necessary for the protection of the adjoining property and members of the public.

CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

Part 1 Provincial Offences Act

BYLAW 2024-54: PROPERTY STANDARDS BYLAW

ITEM	COLUMN 1 SHORT FORM WORDING	COLUMN 2 PROVISION CREATING OR DEFINING OFFENCE	COLUMN 3 SET FINE
1	Fail to repair or maintain property to the standard.	7	\$205.00
2	Hinder or obstruct, an Officer.	12	\$205.00
3	Fail to comply with Order.	22	\$205.00

Note: the general penalty provision for the offences listed above is Section 21 of By-law 2024-54, a certified copy of which has been filed.

THE CORPORATION OF THE TOWNSHIP OF THE SABLES-SPANISH RIVERS

BYLAW NUMBER 2024-55

Being a Bylaw for the Purpose of  
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 it is deemed expedient to establish a schedule of user fees;

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

1. THAT the following Schedules shall set out the applicable fees and form part of this bylaw.
- Schedule ‘A’ - Administration
- Schedule ‘B’ - Fire Department
- Schedule ‘C’ - Waste Management
- Schedule ‘D’ - Water
- Schedule ‘E’ - Sewer
- Schedule ‘F’ - Parks and Recreation
- Schedule ‘G’ - Auto Recycling and Salvage, Refreshment Vehicle,  
Hawkers & Peddlers
- Schedule ‘H’ - Tax Sales
- Schedule ‘I’ - Line Fences
2. THAT this Bylaw shall repeal Bylaw 2021-19 and any other Bylaw or resolution passed that is inconsistent with this Bylaw.

READ A FIRST AND SECOND TIME THIS 9<sup>TH</sup> DAY OF OCTOBER, 2024.

\_\_\_\_\_  
MAYOR – K. BURKE

\_\_\_\_\_  
CLERK – A. WHALEN

READ A THIRD AND FINAL TIME AND PASSED IN OPEN COUNCIL  
THIS 9<sup>TH</sup> DAY OF OCTOBER, 2024.

\_\_\_\_\_  
MAYOR – K. BURKE

\_\_\_\_\_  
CLERK – A. WHALEN

**BYLAW 2024-55      Schedule ‘A’ Administration**

Lottery Licences

Raffle/Bingo/Bazaar Licences/Break-Open Tickets

- fee charged shall be 3% of the market value of the prize
- fees must be paid at the time of application
- the Council of the Corporation of the Township of Sables-Spanish Rivers reserves the right to reduce or waive the licence fees in the case of eligible organizations which are in association with the provision of community services

Marriage Licences

Licence fee	\$75.00
Administration fee	\$50.00

Tax Certificates

\$50.00 - upon written request

Zoning / Building Conformity

\$50.00 - upon written request

Photocopies

\$0.25 per page

Fax Service

\$2.00 per page

N.S.F. Cheques

\$25.00

Commissioner/Certification Services

\$10.00

Processing of Property Tax Credit Balance  
Transfers or Refunds

\$25.00

**BYLAW 2024-55      Schedule ‘B-1’ Fire Department**

Fire Code Inspections

Service may be provided subject to updated certification held by the Fire Chief or designate.  
- woodstoves, chimneys, etc.      \$150.00 includes inspection plus letter approving  
appliance (woodstove)

Fire Report Requests

Copy of fire report-mailed to person requesting report  
\$50.00

Wildfires – Cost of Suppression

Shall be paid by individuals responsible if it is deemed that they have contravened the Open Air  
Burning Bylaw.  
\$20.00/ hour per fire fighter attending fire call, in  
addition to the Ministry of Natural Resource’s  
costs of suppression or any other applicable  
agency

Vehicle Extrication and Vehicle Fires

Cost per fire apparatus:  
Applicable to any Provincial Highway corridor, as per Ministry of Transportation rate structure.

Rental of Firehall meeting room

- per hour	\$40.00
- per 8 hour	\$90.00

Residents, groups or organizations of the Township may use the meeting room at no cost however  
shall pay the \$15.00 cleaning fee and follow all other conditions of the policy/agreement attached  
hereto.

RENTAL OF FIRE HALL MEETING ROOM

POLICY/AGREEMENT

1. All fees must be paid in advance of receiving a key to the facility. The rental fees include \$15.00 for cleaning costs. All fees are subject to H.S.T.

The \$15.00 cleaning fee shall be given to the volunteer fire fighter who cleans the hall after the rental.

2. The renter is entitled to the use of the following, and shall be responsible for the provision of condiments such as coffee, sugar, cream, cups, etc.
- meeting room
  - washroom facilities
  - kitchen facilities
  - television and V.C.R.
3. The renter is responsible to clean up after using the facilities and is required to:
- clean kitchen, sink, coffee maker, etc.
  - ensure all equipment is turned off and returned to the original location
  - ensure that the thermostat is turned down to 10 degrees Celsius
  - ensure that all doors are closed
4. The renter must agree that the firehall itself is out of bounds and that keys will not be duplicated. The person who signs the rental agreement will be held responsible for the key and for ensuring it is returned immediately after the rental is complete. The renter acknowledges that if any equipment used is damaged as a result of the activities of the renter, the renter may be held responsible to repair or replace the equipment.
5. Renters shall contact the municipal office staff who shall book the facility in the renter's name subject to confirmation with the Fire Chief or designate.
6. The facilities are rented with the renter acknowledging that should a fire call be received during the rental period, volunteers responding to a fire or using the washroom facilities may disrupt the use of the facilities. If the facilities are rented for more than one day, fire fighters may use the facilities 'after hours'.
7. The renters will guarantee that their vehicles will not obstruct the fire hall doors or interfere with the fire fighters' access to the facility.
8. The Fire Department shall take precedence over any potential renter and shall reserve the facilities for the third Wednesday evening of every month.

Agreement:

Read and Acknowledged on behalf of the renter:

\_\_\_\_\_

Renter

\_\_\_\_\_

Rental Date and Time

\_\_\_\_\_

Signature



**BYLAW 2024-55      Schedule ‘C’ Waste Management**

- Per cubic meter of construction garbage \$20.00
- Per cubic meter of commercial garbage (contained in permanent bins) \$15.00
- Per cubic meter household garbage \$20.00
- Per Trailer or Truck Load of Brush/Leaves @ Chutes Landfill site no charge
- Tires – rims must be removed from all tires before depositing in landfill sites no charge
- White Goods no charge
  - each refrigeration unit not tagged with Freon removed \$10.00
- Per Large item of Furniture (excludes mattresses and box springs) \$15.00
- Mattress or Box Spring \$50.00
- Per Electronics (television, microwave, computer) no charge
- Fluorescent light bulbs no charge
- Per Boat/Recreation vehicle \$200.00

Contractors wishing to access the Cameron Falls/Tennyson Landfill Site to dispose of construction/demolition rubble must make arrangements with the Township Office. The contractor will pay a \$150.00 fee to the Township to be accompanied to the site.

- Septic Waste Disposal Fee; Contractor \$70.00 per residence  
\$200.00 per commercial/business

1. A water service rate is hereby imposed upon the owners of lands which are supplied with water, to pay for the operation, repair and maintenance of the water works, which may include a charge for depreciation, deferred maintenance or a reserve fund for any such purpose.
2. A water service rate shall be charged at the flat rate as set out in Schedule 'D-2'.
3. The water service rates established in Section 2 above shall be billed at the beginning of each quarter and shall become due and collected no later than the last day in the month that is the end of the quarter. A 5% late payment fee will be charged on all unpaid balances on the first day of the month following the due date.
4. Service may be disconnected for non-payment of account and will not be reconnected until all arrears on the account are paid in full.

Water customers in arrears for a period of fifteen (15) days or more shall be given one warning by regular prepaid mail. If the arrears are not paid in full within five (5) business days of the date of given notice, the service shall be shut off. A courtesy phone call may be made to the customer before the water is turned off.

If the current address of the water customer is not known, a notice may be posted on the land in a conspicuous location.

5. Owners of rental properties shall be responsible for payment of water service rates.

Only those tenants already in our system as payees of water bills of the rental property will be allowed to continue provided they remain at the same address and they do not fall into arrears. Once that tenant vacates the rental property, the owner/landlord shall assume payment of the water service rate thereafter for any new tenant.

6. Outstanding and uncollectible accounts of tenants shall be added to the tax roll and recovered from the assessed owner of the property.
7. A service charge, as set out in Schedule 'D-2', shall be levied for turning on or shutting off any water service during normal Public Works Department working hours. Should the customer request the water be turned off for repairs and then turned back on in the same day, during normal Public Works Department working hours, the fee shall be the one-time service charge.

Should any customer request the water be turned off outside of normal Public Works Department working hours, the amount charged for this service shall be the service charge, plus the actual costs incurred by the municipality.

The customer shall be present for any/all services to be turned on. The Township of Sables-Spanish Rivers is not responsible for any repairs performed by the customer and any damages resulting from the turn on.

8. The amount imposed upon the owner of a property for the installation and connection of a new water service shall be the actual cost incurred by the municipality.
9. Water customers shall not be exempt from monthly water billing.
  - a) Properties that have a water service shut-off for a period of up to and including three (3) months, shall receive regular billing;
  - b) Properties that have a water service shut-off for a period of time which exceeds three (3) months shall be billed \$20.00/month from the date of shut-off;
  - c) Charges applicable in (b) above, shall include all properties with vacant buildings;
  - d) Billing will not be pro-rated mid-month, full monthly billing shall apply.
10. The Treasurer shall charge the current NSF rate to any account for which payment was tendered by cheque where such cheque is not honoured by the Bank or Trust Company named on such cheque.

**BYLAW 2024-55      Schedule ‘D-2’ Water**

<u>CLASSIFICATION</u>	<u>MONTHLY RATE PER UNIT</u>
Residential	\$60.00
Restaurant	\$110.00
- plus residential rate if applicable	\$2.25
Business (store/office/shop/bank/church)	\$60.00
- plus residential rate if applicable	\$2.25
School	\$110.00
- each toilet, urinal, shower, fountain, basin or sink	\$2.25
Hairdresser	\$82.50
- each chair, sink	\$2.25
Apartment Building (each unit)	\$60.00
- each washing machine, laundry sink, public toilet	\$2.25
Laundromat	\$165.00
- each washing machine or cleaning unit, toilet, urinal, laundry sink	\$2.25
Legion Hall / Hotel	\$82.50
- each toilet, urinal, shower, sink, dishwasher	\$2.25
Chutes Park (flat rate includes amount for Laundromat facilities)	\$220.00
- each toilet, urinal, shower, sink, faucet, washing machine	\$2.25
Agricultural Society	\$60.00
Motel	\$82.50
- each rental unit	\$3.33
Automotive Car Wash (each unit)	\$165.00
Pool Fill-Up (once per year)	\$100.00
Service Charge-Turn On / Shut Off	\$50.00
Plus: as per Schedule “D-1(7) as applicable	
Portable Water Container/Barrel/Drum	\$100.00
-filled and transported off of property (per fill-up)	

**BYLAW 2024-55**      **Schedule 'E-1' Sewer**

1.      A sewage rate is hereby imposed upon the owners or occupants of lands that are supplied with sewage service.
2.      The sewage rate shall be charged as a flat rate as set out in Schedule 'E-2'.
3.      The flat rate designated in Schedule 'E-2' shall be billed and collected as part of the charge for sewage service to each user.
4.      The payments of sewage service on residential and commercial users will be billed with the property taxes and shall reflect the same due dates that are imposed on the property taxes.

**BYLAW 2024-55      Schedule ‘E-2’ Sewer**

<u>CLASSIFICATION</u>	<u>ANNUAL RATES</u>
Single Family Dwelling	\$346.80
Schools, per room	\$322.70
Restaurants, gas stations, Halls, Beverage Rooms Hair Salons, Appliance Repair Shops	\$368.50
Stores and Churches	\$243.15
Motels and Hotels, per unit	\$129.86
Apartments per room to three (3)	\$163.60
Cabins	\$220.25
Trailer Park*	\$654.20

\*Webbwood Motel is made up of: 9 Motel Units, and 1 Beverage Room

**BYLAW 2024-55**                      **Schedule ‘F’ Parks and Recreation**

**Ice Rentals**

Adult per hour	\$125.00
Youth Organization per hour	\$85.00
Non-Prime per hour (Mon-Fri 8am–4pm)	\$65.00
Schools & Non-Profit per hour	\$65.00
Junior A Games	\$385.00 flat rate

**Programming**

Public Skating per person	\$4.00
Public Skating per family	\$15.00
Shinny per person	\$5.00

**Sadowski Room**

Hourly	\$35.00
Social/Tournaments with bar per day	\$375.00
Social – no bar per day	\$145.00
Kitchen per hour	\$25.00
Kitchen per day	\$150.00
Deposit per rental	\$50.00
Security Bond per rental	\$100.00

**Arena Floor**

Social Event (with or w/o bar)	\$550.00
Sports Hourly	\$45.00
Deposit per rental	\$50.00
Security Bond per rental	\$100.00

**Whole Arena Ice Out Season**

Social Event per day (with or w/o bar)	\$850.00
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**Ball Diamond**

Prepped No Lights	\$45.00
Prepped Lights	\$50.00
Per Prep Tournament	\$35.00
Per Drag Tournament	\$20.00
Per Lining Tournament	\$10.00

**Advertising Rates**

Dasher Boards	\$325.00
Side Wall	\$140.00
Rear Wall	\$225.00
Bulletin Board	\$70.00

**Group Camping Rates**

Grounds per tent	\$95.00
Building per day	\$220.00
Showers per day	\$190.00

**BYLAW 2024-55**      **Schedule ‘G’ Auto Recycling & Salvage, Refreshment Vehicles**  
**and Hawkers and Peddlers**

Automobile Wrecking Yards: \$50.00/year

## Refreshment Vehicle License

Class A License – to be issued to the owner or operator or driver of a motorized refreshment vehicle

Resident/Ratepayer	\$200.00/year
Non-Resident or Non –Ratepayer	\$500.00/year

Class B License – to be issued to a person selling refreshments from a non-motorized refreshment vehicle

Resident/Ratepayer & Non Resident/Non-Ratepayer	\$20.00/month or \$100.00/year
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## Hawkers & Peddlers License

Carrying out business by passing from house to house or along any street in the Township of Sables-Spanish Rivers

Ratepayer	\$50.00/month
	\$250.00/year

Non-Ratepayer	\$100.00/month
	\$500.00/year

**BYLAW 2024-55**                      **Schedule 'H' Tax Sales**

1.        That the Treasurer and/or his/her delegate are duly authorized to recover any legal fees and any agent's fees incurred through the administration of Part XI of the Municipal Act, as amended, with respect to Sale of Land for Tax Arrears.



**BYLAW 2024-55**      **Schedule 'I' Line Fences**

Owners request for fence viewers and notices to parties and fence viewers (dispute)	\$20.00
Fence Viewers Award (dispute)	\$10.00
Owners notice of appeal and notice to referee and notice of hearing(dispute), as well as prescribed costs stated in Sec. 10(1) of the Line Fence Act, 1990, and those stated in R.R.O 714	\$50.00
Re-attendance of Fence Viewers notices	\$20.00
Fence Viewers certificate of default	\$10.00
Clerk’s notice to defaulting owner of amount owing to Municipality	\$25.00
Owner’s request for Fence Viewers(certification)	\$20.00
Owner’s notice requesting Clerk to make payment, amount certified and placed on Collector’s Roll	\$30.00
Owners request for Fence Viewers (determination)	\$20.00

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

BYLAW NUMBER 2024-56

Being a Bylaw to Amend a Bylaw Respecting  
Construction, Demolition,  
Change of Use Permits and Inspections

WHEREAS Section 10 of the Municipal Act, RSO, 2001, as amended, provides the authority for a municipality to pass such bylaws;

AND WHEREAS Section 7 of the Building Code Act, 1992, S.O. 1992, Chapter 23, empowers Council to pass certain bylaws respecting construction, demolition and change of use permits and inspections;

AND WHEREAS the Council of the Township of Sables-Spanish Rivers enacted Bylaw 2016-06, known as the “Building Bylaw”, as amended by Bylaw 2016-23 and Bylaw 2019-46;

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

- 1. THAT Schedule “A” of Bylaw 2016-06 as amended by Bylaw 2016-23 and Bylaw 2019-46 is hereby amended and is attached as Schedule ‘A’ – Permit Fees, forming part of this bylaw;
- 2. THAT this Bylaw shall come into force and take effect upon third and final reading.

READ A FIRST AND SECOND TIME THIS 9<sup>th</sup> DAY OF OCTOBER, 2024.

READ A THIRD AND FINAL TIME AND PASSED IN OPEN COUNCIL THIS 9<sup>th</sup> DAY OF OCTOBER, 2024.

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MAYOR – K. BURKE

\_\_\_\_\_  
CLERK – A. WHALEN

Schedule “A” to By-law No. 2016-06  
As amended by Bylaw No. 2016-23  
As amended by Bylaw No. 2019-46  
As amended by Bylaw No. 2024-56

PERMIT FEES

The fees payable by the applicant for a building/demolition permit are outlined below.

1. Administration Fee of \$50.00 shall apply to all building permit applications.

2. New buildings, alterations, additions, re-erection and repairs, etc.:

a) Residential value of construction costs per \$1,000 or part thereof	\$15.00
b) Farm value of construction costs per \$1,000 or part thereof	\$10.00
c) demolition permit fee	\$50.00
d) residential roof – if material alteration (ie: shingles to steel)	\$50.00
e) commercial roof	\$250.00
f) windows and doors per unit – new openings, change in style (ie: flat to bay) or size	\$45.00
g) installation of siding per dwelling unit	\$90.00
h) installation of siding with exterior insulation	\$90.00
i) shipping containers/truck trailer units	\$200.00
j) pools and enclosures	\$70.00
k) tents over 645 sq. ft. & temporary buildings	\$100.00
l) solid fuel burning appliance (per appliance) – if a change in type of heat source or for major additions includes outdoor furnaces	\$60.00
m) solar panels on buildings	\$100.00

3. Plumbing Permit:

a) 1 to 6 fixtures	\$45.00
b) each additional fixture	\$10.00
c) additions or changes to existing fixtures	\$10.00
d) connection to municipal water/sewer system	\$50.00

4. Change of Use Permit:

a) minimum fee, or	\$100.00
b) value of construction costs per \$1,000	\$15.00

5. Renewal of Permits:

a) Accessory building - minimum fee or percentage of original permit fee calculated based on work completed to date.	\$50.00
b) Residential Dwelling – minimum fee or percentage of original permit fee calculated based on work completed to date.	\$100.00

6. Request for Inspection

a) requested inspection	\$100.00
b) re-inspection where the work is not complete for the requested inspection	\$80.00

7. Letter of Compliance/Removal of Order To Comply \$60.00

8. Occupancy Permit (if requested over and above active building permit) \$100.00

9. Moving Permit:

a) for buildings/structures	\$200.00
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10. Calculation of Estimated Values (per square foot):

a) dwelling units	\$170.00
b) two-story or more & addition	\$120.00
c) attached residential garage	\$60.00
d) detached storage buildings, detached residential garages	\$40.00
e) carports	\$60.00

f) farm outbuildings*	\$30.00
g) commercial, industrial & institutional buildings; commercial farm buildings*	\$110.00
h) commercial, mercantile, office, restaurant, etc	\$215.00
i) decks	\$20.00
j) solariums, sunrooms, porches, gazebos	\$120.00
k) conditional permit per \$1,000 or part thereof (minimum \$1,000 value)	\$15.00
l) repairs, renovations and material alterations not readily identified by the above criteria will require written estimates from a contractor - Value to be determined by the Chief Building Official	
m) <b>SPECIAL PROVISION:</b> the Chief Building Official may, for any of the above or where there is a dispute, calculate the estimated value at his discretion, based on written estimates provided by a contractor.	

\* **properties must have farm assessment to quality**

11. Refunds – if a Building Permit has been issued and applicable fees paid, project has not commenced; fees may be refunded as follows, with the exception of the administration fee:

a) if administrative and zoning functions only have been performed	70%
b) if administrative, zoning and plans examination functions have been performed	40%
c) if the permit has been issued and no field inspections have been performed subsequent to permit issuance.	30%

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

BYLAW NUMBER 2024-58

Being a Bylaw to confirm the proceedings of the regular  
Council Meeting held on October 9, 2024.

WHEREAS Section 5(3) of the *Municipal Act*, S.O. 2001, c.25, as amended, provides that a municipal council shall exercise its powers by by-law, except where otherwise provided; and

WHEREAS in many cases, action which is taken or authorized to be taken by a Council or a Committee of Council does not lend itself to an individual bylaw or resolution of Council;

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

1. THAT the actions of the Council of The Township of Sables-Spanish Rivers, at its meeting of Wednesday, October 9, 2024 with respect to each motion, resolution, direction and other action passed and taken by the Council at its said meeting is, except where such resolutions or directions were passed in Closed Session, is hereby adopted, ratified and confirmed.
2. THAT the Mayor and the proper officers of the Corporation are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and to execute all documents as may be necessary and directed, and to affix the Corporate Seal to all such documents as required.

READ A FIRST AND SECOND TIME THIS 9<sup>th</sup> DAY OF OCTOBER, 2024.

READ A THIRD AND FINAL TIME AND PASSED IN OPEN COUNCIL  
THIS 9<sup>th</sup> DAY OF OCTOBER, 2024.

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MAYOR – K. BURKE

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CLERK – A. WHALEN