

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

PRESENT:

MAYOR:

COUNCILLORS:

CLERK-ADMINISTRATOR:

ABSENT:

COUNCILLOR:

Kevin BURKE

Harold CRABS; Thoma CRABS; Merri-Ann HOBBS; Mike MERCIECA, Cheryl PHILLIPS

Anne WHALEN

Casimir BURNS

Motion No: 2024-378

Moved By: H. CRABS

Seconded By: T. CRABS

WHEREAS there is a quorum of Council present and the time is 6:30 p.m.;

BE IT RESOLVED THAT this Regular Meeting be open for business;

AND THAT the minutes of the Regular Meeting of October 23, 2024 be approved.

CARRIED

The Mayor called for the disclosure of pecuniary interest. None declared.

Agenda Addition

Motion No. 2024-379

Moved By: M. HOBBS

Seconded By: M. MERCIECA

BE IT RESOLVED THAT the following be added to the regular agenda:

A7 – Donation Request – Use of Care Van for Walk to Bethlehem.

CARRIED

Consent Agenda

Motion No. 2024-380

Moved By: C. PHILLIPS

Seconded By: H. CRABS

BE IT RESOLVED THAT item A1 contained on the consent agenda be adopted.

CARRIED

Cheque Register

Motion No. 2024-381

Moved By: C. PHILLIPS

Seconded By: H. CRABS

BE IT RESOLVED THAT the attached Cheque Register for the month of October 2024 totalling \$667,971.90 be approved as paid.

CARRIED

Section 356 Applications

Motion No. 2024-382

Moved By: T. CRABS

Seconded By: M. HOBBS

BE IT RESOLVED THAT pursuant to Section 356 of the Municipal Act, 2001, property taxes per the attached schedule are apportioned for the 2024 taxation year as a result of consent for severance.

CARRIED

Section 357 Applications

Motion No. 2024-383

Moved By: H. CRABS

Seconded By: C. PHILLIPS

BE IT RESOLVED THAT pursuant to Section 357 of the Municipal Act, 2001, property taxes shall be adjusted as per the attached schedule.

CARRIED

Donation-Massey Seniors group

Motion No. 2024-384

Moved By: C. PHILLIPS

Seconded By: M. HOBBS

BE IT RESOLVED THAT Council approve a donation to the Massey Seniors group in the form of rental fees being waived for the use of the Sadowski room for the 2024/25 season;

AND THAT these fees be allocated to the Council Donations budget.

CARRIED

Donation-Espanola Elks

Motion No. 2024-385

Moved By: H. CRABS

Seconded By: M. MERCIECA

BE IT RESOLVED THAT Council approve a donation to the Espanola Elks in the amount of \$500.00 for the Christmas Hamper Fund;

AND THAT these fees be allocated to the Council Donations budget.

CARRIED

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

Council	Motion No.	2024-386
Appointment	Moved By:	H. CRABS
To	Seconded By:	C. PHILLIPS
Committees	BE IT RESOLVED THAT members of Council be appointed to the following committees: Economic Development – Thoma Crabs Museum Board – Thoma Crabs Fire & Emergency Services – M. Mercieca; M. Hobbs	
	CARRIED	
Public	Motion No.	2024-387
Works	Moved By:	H. CRABS
Committee-	Seconded By:	M. HOBBS
Robert	BE IT RESOLVED THAT Robert Boileau be appointed as a ratepayer on the Public Works Committee.	
Boileau	CARRIED	
Boards &	Motion No.	2024-388
Committees	Moved By:	C. PHILLIPS
EcDev/	Seconded By:	M. HOBBS
Fire Services	BE IT RESOLVED THAT we advertise for ratepayers to sit on the following committees: - Economic Development - Fire & Emergency Services	
	CARRIED	
Donation-	Motion No.	2024-389
Walk to	Moved By:	T. CRABS
Bethlehem	Seconded By:	M. HOBBS
Care Van	BE IT RESOLVED THAT Council agrees to cover the cost of the Care Van to be used for the Walk to Bethlehem on December 7 & 8, 2024 in Massey at an approximate cost of \$300.00; AND THAT these fees be allocated to the Council Donations budget.	
	CARRIED	
Fire	Motion No.	2024-390
Department	Moved By:	M. MERCIECA
Report	Seconded By:	T. CRABS
	BE IT RESOLVED THAT the Fire Department Report for the month of October 2024 be accepted.	
	CARRIED	
Public Health	Motion No.	2024-391
Board	Moved By:	T. CRABS
Minutes	Seconded By:	H. CRABS
	BE IT RESOLVED THAT the Public Health Board minutes of October 17, 2024 be accepted.	
	CARRIED	
Operating	Motion No.	2024-392
Agreement	Moved By:	H. CRABS
OCWA	Seconded By:	M. HOBBS
	BE IT RESOLVED THAT the Council enter into the proposed operating agreement with the Ontario Clean Water Agency for the operation of the Webbwood Lagoon and Collection system and the Massey Water Treatment System.	
	CARRIED	
NOSM	Motion No.	2024-393
Recruitment	Moved By:	C. PHILLIPS
Event	Seconded By:	T. CRABS
	BE IT RESOLVED THAT the Mayor be authorized to attend the NOSM Recruitment event to be held on November 14 th , 2024 at the University in Sudbury; AND THAT expenses be paid.	
	CARRIED	
Walford	Motion No.	2024-394
Community	Moved By:	M. MERCIECA
Centre Board	Seconded By:	T. CRABS
Meeting	BE IT RESOLVED THAT the Walford Community Centre Board Meeting Report of October 24, 2024 be accepted.	
Report	CARRIED	
Tender for	Motion No.	2024-395
Community	Moved By:	H. CRABS
Flower	Seconded By:	M. MERCIECA
Baskets	BE IT RESOLVED THAT we accept the proposal from Rose Lynn Martin in the amount of \$2,383.12 for the 2025 community flower baskets.	
	CARRIED	

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

Sponsorship
-Elliot Lake
Vikings

Motion No. 2024-396
Moved By: M. HOBBS
Seconded By: M. MERCIECA
BE IT RESOLVED THAT Council commits to being a Gold Sponsor of the Elliot Lake Vikings Junior A Hockey Club at a cost of \$2,500.00;
AND THAT the funds be allocated from the arena advertising budget.
CARRIED

Confirmatory
Bylaw
2024-62

Motion No. 2024-397
Moved By: C. PHILLIPS
Seconded By: M. HOBBS
BE IT RESOLVED Bylaw 2024-62 being a bylaw to confirm the proceedings of the regular council meeting of November 13, 2024 be read first, second, third, and final time and passed in open council.
CARRIED

Adjourn

Motion No. 2024-398
Moved By: C. PHILLIPS
Seconded By: T. CRABS
BE IT RESOLVED THAT the time is 7:10 p.m. and this meeting be adjourned until the next regular meeting or call of the Chair.
CARRIED

MAYOR –K. BURKE

CLERK-ADMINISTRATOR – A. WHALEN

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

For The Date Range From 10/01/24 To 10/31/24

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

Cheque # / eCheque ID	Type	Date	Vendor	Name	Amount	Status
26595	C	10/08/24	536	Compass Minerals Canada Corp.	\$5,000.79	O
26596	C	10/08/24	38	Minister of Finance - Policing	\$61,930.00	O
26597	C	10/08/24	51	Sonnenburg Rona Building Centre	\$128.27	O
26598	C	10/08/24	316	Royal Canadian Legion - 2 Wreaths	\$110.00	O
26599	C	10/22/24	536	Compass Minerals Canada Corp.	\$15,445.85	O
26600	C	10/22/24	35	Massey Home Hardware	\$420.34	O
26601	C	10/22/24	1	HOMEMADE DESIGNZ - FD - Engraved Knives	\$1,705.00	O
26602	C	10/22/24	1	MUSEUM-KINGSTON-MIL C and E FD- Service Medals	\$755.38	O
26603	C	10/22/24	734	Poirier's Clover Farm	\$74.52	O
26604	C	10/22/24	84	Public Health Sudbury & Districts	\$15,286.55	O
26605	C	10/22/24	316	Royal Canadian Legion - FD - 2 Wreaths	\$100.00	O
26606	C	10/22/24	1	Samuel Martin and Eileen Martin Tax Refund	\$1,381.16	O
26607	C	10/22/24	315	Staples Business Advantage	\$892.22	O
26608	C	10/22/24	762	State Chemical Ltd.	\$158.76	O
26609	C	10/22/24	277	Sudbury Vacuum Sales & Service	\$212.41	O
5955	E	10/01/24	688	CRCS Recreation	\$28,092.78	O
5956	E	10/01/24	853	James Lathem Excavating Ltd	\$226,202.36	O
5957	E	10/08/24	667	881683 Ontario Inc. - shredding	\$113.00	O
5958	E	10/08/24	305	Around & About	\$161.23	O
5959	E	10/08/24	730	Brandt Tractor Ltd.	\$1,766.81	O
5960	E	10/08/24	30	J. Breen Coffee Service Ltd	\$56.64	O
5961	E	10/08/24	887	Construction Equipment Co. (Sault) Inc.	\$33.90	O
5962	E	10/08/24	524	Creighton Rock Drill Limited	\$904.00	O
5963	E	10/08/24	113	Culligan	\$113.56	O
5964	E	10/08/24	289	Dan's Electric Espanola Ltd.	\$303.35	O
5965	E	10/08/24	85	Manitoulin-Sudbury DSSAB	\$61,082.33	O
5966	E	10/08/24	22	Espanola Regional Hydro	\$11,945.73	O
5967	E	10/08/24	62	Town of Espanola	\$3,229.36	O
5968	E	10/08/24	865	Gauthier, Carrie-Lynn - Bartender	\$66.20	O
5969	E	10/08/24	49	GFL Environmental Inc.	\$29,585.29	O
5970	E	10/08/24	26	Huron Central Railway M2142	\$1,097.00	O
5971	E	10/08/24	29	Janeway PharmaChoice	\$58.12	O
5972	E	10/08/24	190	Jim's Portable Toilets & Septic Service	\$452.00	O
5973	E	10/08/24	704	John Van Norman	\$840.00	O
5974	E	10/08/24	557	K. Smart Associates Limited	\$1,117.80	O

Accounts Payable Cheque Register Report - Payroll & AP-1009588

For The Date Range From 10/01/24 To 10/31/24

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

Cheque # / eCheque ID	Type	Date	Vendor	Name	Amount	Status
5975	E	10/08/24	169	Kresin Engineering	\$2,203.50	O
5976	E	10/08/24	74	Sables-Spanish Rivers Public Library Board - <i>Donation</i>	\$397.95	O
5977	E	10/08/24	636	Massey Food Bank	\$1,100.00	O
5978	E	10/08/24	37	McDougall Energy	\$5,591.59	O
5979	E	10/08/24	140	Medline Canada, Corporation	\$713.48	O
5980	E	10/08/24	73	Municipal Property Assessment Corp	\$17,004.41	O
5981	E	10/08/24	65	NAPA Espanola	\$202.93	O
5982	E	10/08/24	79	Northern Communications	\$915.81	O
5983	E	10/08/24	42	Northern Uniform Service	\$61.22	O
5984	E	10/08/24	81	O.J. Graphix Inc.	\$1,163.90	O
5985	E	10/08/24	241	Odenback's Outdoor Contracting	\$1,714.79	O
5986	E	10/08/24	552	OMERS	\$20,393.22	O
5987	E	10/08/24	620	PINCHIN Ltd.	\$12,632.50	O
5988	E	10/08/24	47	Purolator Courier	\$18.37	O
5989	E	10/08/24	834	Rachel Maville - <i>mileage</i>	\$35.37	O
5990	E	10/08/24	705	RICOH	\$213.05	O
5991	E	10/08/24	888	Sean McGhee <i>AORS certificate</i>	\$711.90	O
5992	E	10/08/24	124	Wat Supplies	\$1,090.61	O
5993	E	10/22/24	433	Beamish Construction Inc	\$26,069.10	O
5994	E	10/22/24	30	J. Breen Coffee Service Ltd	\$107.63	O
5995	E	10/22/24	180	Cambrian Truck Centre	\$162.38	O
5996	E	10/22/24	789	Cedar Signs Inc	\$821.40	O
5997	E	10/22/24	289	Dan's Electric Espanola Ltd.	\$139.56	O
5998	E	10/22/24	865	Gauthier, Carrie-Lynn - <i>Bartender</i>	\$68.80	O
5999	E	10/22/24	752	J.L. Richards & Associates Limited	\$4,799.40	O
6000	E	10/22/24	846	Jeff Lapierre	\$105.00	O
6001	E	10/22/24	36	Massey Wholesale	\$892.39	O
6002	E	10/22/24	140	Medline Canada, Corporation	\$112.89	O
6003	E	10/22/24	176	Morris Sanftenberg Construction	\$4,341.66	O
6004	E	10/22/24	65	NAPA Espanola	\$2,027.07	O
6005	E	10/22/24	483	Nordoors Sudbury Ltd.	\$1,238.48	O
6006	E	10/22/24	42	Northern Uniform Service	\$30.61	O
6007	E	10/22/24	544	N-two Medical Inc.	\$28.19	O
6008	E	10/22/24	193	Ontario Clean Water Agency	\$2,052.05	O
6009	E	10/22/24	619	Phoenix Emergency Management Logic	\$3,390.00	O

Accounts Payable Cheque Register Report - Payroll & AP-1009588

For The Date Range From 10/01/24 To 10/31/24

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

Cheque # / eCheque ID	Type	Date	Vendor	Name	Amount	Status
6010	E	10/22/24	889	Realtax Inc. - legal for unpaid taxes	\$3,616.00	O
6011	E	10/22/24	705	RICOH	\$57.68	O
6012	E	10/22/24	587	TELUS Health Solutions	\$1,661.10	O
6013	E	10/22/24	753	Tenaquip	\$335.72	O
6014	E	10/22/24	66	USTI Canada Inc.	\$15.46	O
6015	E	10/22/24	312	Work Equipment LTD.	\$1,423.75	O
Bell Canada	E	10/08/24	10	Bell Canada	\$851.57	O
Bell Canada	E	10/22/24	10	Bell Canada	\$200.01	O
Bell Mobility	E	10/08/24	11	Bell Mobility	\$92.62	O
Brandt Tractor Ltd.	E	10/15/24	730	Brandt Tractor Ltd.	\$2,800.86	O
EASTLINK	E	10/08/24	520	EASTLINK	\$45.35	O
EASTLINK	E	10/22/24	520	EASTLINK	\$733.15	O
Hydro One	E	10/08/24	71	Hydro One	\$254.41	O
Hydro One	E	10/22/24	71	Hydro One	\$784.80	O
Minister of Finance - EHT	E	10/07/24	6	Minister of Finance - EHT	\$2,593.92	O
Ontario Clean Water Agency	E	10/10/24	193	Ontario Clean Water Agency	\$18,132.42	O
Receiver General	E	10/07/24	4	Receiver General	\$19,779.15	O
Receiver General	E	10/17/24	4	Receiver General	\$16,917.79	O
Royal Bank - GFS Service Centre	E	10/07/24	52	Royal Bank - GFS Service Centre	\$320.40	O
Shell Canada	E	10/04/24	103	Shell Canada	\$5,157.09	O
VISA - Lori Johnston	E	10/04/24	876	VISA - Lori Johnston Canadian Tire - propane	\$67.69	O
VISA - Marla Toulouse	E	10/04/24	732	VISA - Marla Toulouse Recurring	\$74.27	O
Visa - Ruth Clare	E	10/04/24	774	Visa - Ruth Clare Recurring, Amazon - supplies	\$2,160.51	O
WSIB	E	10/07/24	551	WSIB OACFP/Pointers HHS lunch	\$6,522.26	O
Cleared					\$0.00	
Outstanding					\$667,971.90	
Void					\$0.00	

Township of Sables-Spanish Rivers

COUNCIL REPORT



COUNCIL MEETING: November 13, 2024
AGENDA GROUP: A
DEPARTMENT: FINANCE
AUTHOR: RUTH CLARE, TREASURER
SUBJECT: Applications under Section 356 of the Municipal Act, 2001
for apportionment of property taxes

BACKGROUND:

Section 356 of the Municipal Act allows a local municipality to apportion taxes if land, which was assessed in one block at the return of the assessment roll, is subsequently divided into two or more parcels and to direct what proportion of any payment of taxes is to be applied to each of the parcels.

MPAC has provided the necessary assessment values for a number of properties that were subject of consents that were granted approval by Council. Applications for apportionment have been made either by an affected landowner or by the Treasurer so that the assessment roll can be amended to properly reflect the severances. Each of the affected parties has been given proper notice and a resolution to apportion the property taxes has been prepared for Council consideration.

RELATED POLICY:

The Municipal Act

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 – N/A

BUDGET IMPLICATION:

There are no budget implications with the Section 356 land apportionments. There is no assessment or taxation gain or loss throughout this process.

RECOMMENDATION(S)/OPTIONS:

BE IT RESOLVED THAT pursuant to Section 356 of the Municipal Act, 2001, property taxes per the attached schedule are apportioned for the 2024 taxation year as a result of consent for severance.

ATTACHMENTS:

Severance/Consolidation Plan Information Forms (SCIF) for 2024: MPAC

Schedule - Section 356 Apportionments
For 2024

Roll #	Assessed Owner	Property Description	Assessed Value	Effective Date	2024 Estimated Property Taxes
000-004-21600	2051503 Ontario Inc.	VICTORIA PT SECTION 31 PART PCL 31-2-1	\$64,800 (RT)	01/01/24	\$1,045.55
000-004-21603	A.BELANGER & P. TURCOTTE	VICTORIA PT NW SECTION 31	\$34,200 (RT)	01/01/24	\$551.82

Roll #	Assessed Owner	Property Description	Assessed Value	Effective Date	2024 Estimated Property Taxes
000-003-20900	J. & B. GRAHAM	SALTER CON BF PT LOT 4 PCL 5190	\$146,500 (RT)	01/01/24	\$2,363.80
000-003-20904	K. & C. GUSE	SALTER CON BF PT LOT 4 RP 53R21922 PART 2	\$49,500 (RT)	01/01/24	\$798.73

FOR TAXATION YEAR: 2024

SEVERANCE/CONSOLIDATION PLAN INFORMATION FORM - MPAC

Field Office # / Name	30 SUDBURY	Comments:
Municipality	SABLES-SPANISH RIVERS TOWNSHIP	
Plan Description	53R20741	
Registration Date (YY/MM/DD)		
DTS Log # (Plans - Other)	15254686	



FROM:

ROLL NUMBER		PROPERTY LOCATION		ACTUAL				TOTAL ROLL VALUE	Tax Class 1	Tax Class 2	Tax Class 3	Tax Class 4 ...	
				Frontage	Area	U/M			\$ Value	\$ Value	\$ Value	\$ Value ...	
521800000421600		20 HIGHWAY 17		0	66.44	A	Starting point	\$92,813	RU/R/T				
1st Owner		LEGAL DESCRIPTION		Depth		Farm	N	Phase-in Amount Destination	\$92,813				
2051503 ONTARIO INC		VICTORIA PT SECTION 31 PART PCL 31-2-1								\$99,000	RU/R/T		
Mailing Address										\$99,000			
-									\$99,000				
City/Province		Postal											
MARKHAM ON		L3R 6G4											

ROLL NUMBER		PROPERTY LOCATION					ACTUAL				TOTAL APPOR. VALUE	Tax Class 1 \$ Value	Tax Class 2 \$ Value	Tax Class 3 \$ Value	Tax Class 4 ... \$ Value ...	REMARKS/SALES		
		Lower	Upper	Qual	Street Name	Unit #	Frontage	Area	U/M									
521800000421600		20			HIGHWAY 17		588.45	4.96	A	Starting point	\$60,751	RU/R/T						
1st Owner			LEGAL DESCRIPTION					0	N	Phase-in Amount	\$60,751							
2051503 ONTARIO INC			VICTORIA PT NW SECTION 31 RP 53R20741 PART 1								Farm	\$64,800	RU/R/T					
Mailing Address												-	\$64,800					
													Destination	\$64,800	RU/R/T			
City/Province		Postal																
MARKHAM ON		L3R 6G4																

ROLL NUMBER	PROPERTY LOCATION					ACTUAL				TOTAL APPOR. VALUE	Tax Class 1 \$ Value	Tax Class 2 \$ Value	Tax Class 3 \$ Value	Tax Class 4 ... \$ Value ...	REMARKS/SALES
	Lower	Upper	Qual	Street Name	Unit #	Frontage	Area	U/M							
521800000421603				HIGHWAY 17		0	61.48	A	Starting point	\$32,062	RU/R/T				Instrument Number:SD492437, Sale Date:2024/02/15, Sale Amount:\$2
1st Owner		LEGAL DESCRIPTION				Depth 0		Farm N	Phase-in	\$34,200	RU/R/T				
Mailing Address		VICTORIA PT NW SECTION 31							Amount	\$34,200					
-									Destination	\$34,200	RU/R/T				
City/Province		Postal													
SPANISH ON		P0P 2A0													

FOR TAXATION YEAR: 2024

SEVERANCE/CONSOLIDATION PLAN INFORMATION FORM - MPAC

Field Office # / Name	30 SUDBURY	Comments:
Municipality	SABLES-SPANISH RIVERS TOWNSHIP	
Plan Description	53R21922	
Registration Date (YY/MM/DD)		
Date Received in LPU (YY/MM/DD)	23/11/27	
Date Completed in LPU (YY/MM/DD)	23/12/07	
DTS Log # (Plans - Other)	15247669	



MUNICIPAL PROPERTY ASSESSMENT CORPORATION

FROM:

ROLL NUMBER		PROPERTY LOCATION		ACTUAL				TOTAL ROLL VALUE	Tax Class 1	Tax Class 2	Tax Class 3	Tax Class 4 ...
				Frontage	Area	U/M			\$ Value	\$ Value	\$ Value	\$ Value ...
521800000320900		1380 RIVER RD		0	38.48	A	Starting point	\$111,000	FL/R/T	FRU/R/T		
1st Owner		LEGAL DESCRIPTION SALTER CON BF PT LOT 4 PCL 5190		Depth 0		Farm Y		\$52,809	\$58,191			
GRAHAM JODIE							Phase-in Amount	\$198,000	FL/R/T	FRU/R/T		
Mailing Address							Destination	\$198,000	FL/R/T	FRU/R/T		
1350 - RIVER RD								\$94,200	\$103,800			
								\$94,200	\$103,800			
City/Province							Postal		Site update from 38.48 a to 56.78 acres			
MASSEY ON		P0P 1P0										

TO:

ROLL NUMBER	PROPERTY LOCATION					ACTUAL				TOTAL APPOR. VALUE	Tax Class 1	Tax Class 2	Tax Class 3	Tax Class 4 ...	REMARKS/SALES
	Lower	Upper	Qual	Street Name	Unit #	Frontage	Area	U/M			\$ Value	\$ Value	\$ Value	\$ Value ...	
521800000320900	1380			RIVER RD		678.12	32.33	A	Starting point	\$82,128	FL/R/T	FRU/R/T			
1st Owner		LEGAL DESCRIPTION				Depth 0		Farm Y	Phase-in	\$23,937	\$58,191				
GRAHAM JODIE		SALTER CON BF PT LOT 4							Amount	\$146,500	\$42,700	\$103,800			
Mailing Address									Destination	\$146,500	\$42,700	\$103,800			
1350 - RIVER RD															
City/Province		Postal													
MASSEY ON	P0P 1P0														

ROLL NUMBER	PROPERTY LOCATION					ACTUAL				TOTAL APPOR. VALUE	Tax Class 1 \$ Value	Tax Class 2 \$ Value	Tax Class 3 \$ Value	Tax Class 4 ... \$ Value ...	REMARKS/SALES
	Lower	Upper	Qual	Street Name	Unit #	Frontage	Area	U/M							
521800000320904				RIVER RD		525.16	23.68	A	Starting point	\$27,751	FL/R/T				Instrument Number:SD488349, Sale Date:2023/11/27, Sale Amount:\$250000
1st Owner		LEGAL DESCRIPTION				Depth 0		Farm N	Phase-in Amount	\$49,500	FL/R/T	\$49,500			
GUSE KENNETH		SALTER CON BF PT LOT 4 RP 53R21922 PART 2							Destination	\$49,500	FL/R/T	\$49,500			
Mailing Address															
2008 - PILON CRES															
City/Province		Postal													
CHELMSFORD ON		P0M 1L0													

ROLL NUMBER	PROPERTY LOCATION					ACTUAL				TOTAL APPOR. VALUE	Tax Class 1 \$ Value	Tax Class 2 \$ Value	Tax Class 3 \$ Value	Tax Class 4 ... \$ Value ...	REMARKS/SALES										
	Lower	Upper	Qual	Street Name	Unit #	Frontage	Area	U/M																	
Land Not Assessed				RIVER RD		0	33647.12	SQ FT	Starting point	\$1,121	FL/R/T				Instrument Number:SD488304, Sale Date:2023/11/27, Sale Amount:\$1										
1st Owner		LEGAL DESCRIPTION				Depth 0		Farm 0	Phase-in Amount	\$2,000	FL/R/T														
Mailing Address		SALTER CON BF PT LOT 4 RP 53R21922 PART 1							Destination	\$2,000	FL/R/T														

Township of Sables-Spanish Rivers

COUNCIL REPORT



COUNCIL MEETING: November 13, 2024
AGENDA GROUP: A
DEPARTMENT: FINANCE
AUTHOR: RUTH CLARE, TREASURER
SUBJECT: Applications under Section 357/358 of the Municipal Act,
2001 for reduction in property taxes

BACKGROUND:

Sections 357 and 358 of the Municipal Act provides the direction, guidance and procedures to be followed regarding the write-off (cancellation, reduction or refunding) of all or a part of taxes levied on land. Owners (or their representatives) are required to complete an application requesting consideration for a reduction. Applications are due before February 28 of the year following the year in question. Applications submitted under section 357 can be for the current tax year plus the previous tax year and section 358 allows for the current tax year plus the two previous tax years.

The Act advises that Council shall hold a meeting at which applicants (usually the owner of the land) may make representations to Council. Notice of this meeting was provided to the applicants, satisfying the need to provide a minimum of 14 days notice of the meeting. If an applicant is not satisfied with the decision of Council, an appeal can be filed with the Assessment Review Board (ARB).

Applications under Section 357 for 2023 and 2024 were received. The reason for each application is noted in the attached schedule. MPAC has provided the necessary assessment adjustments for these applications.

RELATED POLICY:

The Municipal Act

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 – N/A

BUDGET IMPLICATION:

The municipality regularly budgets for refunds and cancellations of taxes due to Post Roll Amended Notices (PRANs), Amended Notices of Assessment (ANAs), and Minutes of Settlement (MOS) issued by MPAC and also Section 357/358 requests which are also approved by MPAC.

RECOMMENDATION(S)/OPTIONS:

BE IT RESOLVED THAT pursuant to Section 357 of the Municipal Act, 2001, property taxes shall be adjusted as per the attached schedule.

ATTACHMENTS:

Schedule – Section 357 Adjustments
Section 357 application TSSR-2024-05; 52-18-000-011-00200-0000 (2023)
Section 357 application TSSR-2024-06; 52-18-000-011-00200-0000 (2024)
Section 357 application TSSR-2024-07; 52-18-000-011-01200-0000 (2023)
Section 357 application TSSR-2024-09; 52-18-000-002-17100-0000 (2024)
Section 357 application TSSR-2024-10; 52-18-000-003-20900-0000 (2024)

Schedule - Section 357 Adjustments
For 2023 and 2024

Roll #	Year	Tax Adjustment	Reason
011-00200	2023	\$11.73	Demolition of barn
011-00200	2024	\$48.41	Demolition of barn
011-01200	2023	\$136.20	Demolition of barn
002-17100	2024	\$1,258.54	Demolition of mobile home
003-20900	2024	\$333.28	Demolition of residence

Uploaded 6/26/24.

SECTION ☒ 357 / ☐ 358 / ☐ 359 APPLICATION
TO THE COUNCIL OR THE ASSESSMENT REVIEW BOARD

Application/Appeal #:
TSSR-2024-05
Taxation Year:
2023

Municipality: Township of Sables-Spanish Rivers Roll Number: 52-18-000-011-002-00
Property Address: 3800 HWY 17 Applicant Name: TODD FREMLIN
Owner Name: TODD FREMLIN Contact Number: 705 869 8191
Mailing Address: PO BOX 7075 Alternative Number: _____
MCKERROW, ON POPIMO Email Address: WILLIAMTF@HOTMAIL.CA

Reason for s357 application: (Check one box – applicable to s357 only)

- | | |
|---|---|
| <input type="checkbox"/> Ceases to be liable for tax at rate it was taxed – 357(1)(a) | <input type="checkbox"/> Became vacant or excess land – 357(1)(b) |
| <input type="checkbox"/> Became exempt – 357(1)(c) | <input type="checkbox"/> Sickness or extreme poverty – 357(1)(d.1) |
| <input checked="" type="checkbox"/> Razed by fire, demolition or otherwise – 357(1)(d)(i) | <input type="checkbox"/> Mobile unit removed – 357(1)(e) |
| <input type="checkbox"/> Damaged and substantially unusable – 357(1)(d)(ii) | <input type="checkbox"/> Gross or manifest clerical/factual error – 357(1)(f) |
| <input type="checkbox"/> Repairs/Reno's preventing normal use (min. 3 months) – 357(1)(g) | |

Details of Reason for s357, s358 or s359 application: demolition of barn

Effective from: 10/01/23 to 12/31/23 Applicant Signature: [Signature] Date: 01/08/24
(MM/DD/YY) (MM/DD/YY)

ASSESSMENT REPORT: MUNICIPALITY				TREASURER'S RECOMMENDATION TO COUNCIL				
Assessment Roll As Returned		Revised Since Roll Return <input type="checkbox"/> Enter Revisions Below		Assessment Report School Bd: <input type="checkbox"/> Eng <input type="checkbox"/> Fr <input type="checkbox"/> Other <input type="checkbox"/> No Change in Assessment <input type="checkbox"/> S357 Required for Next Year				
RTC/RTQ	2012 Base-year CVA	2016 Base-year CVA	Current Phased Assessment	Revised RTC/RTQ	Revised 2005 Base-year CVA	Revised 2008 Base-year CVA	Revised Current Phased Assessment	Change to Current Phased Assessment
RTEP	186,302	403,000	403,000					
Revised:				Reason for Change: _____ _____ _____				
Reason Original Assessment Revised: _____								

TREASURER'S REPORT ON TAX LIABILITY							
RTC/RTQ	Taxable Assessment Reduction	Tax Rate	Days / Months	Tax Adjustment	Original Levy		
RTEP	\$3000.00	1.550616	31	11.73	6,248	98	

Recommended : ☐ No Adjustment ☒ Adjustment ☐ Cancellation ☐ Refund Total Amount \$11.73

Comments: _____

Treasury Position: TREASURER Signature: [Signature] Date: 10/31/24

COUNCIL OR ASSESSMENT REVIEW BOARD DECISION: Hearing Date (MM/DD/YY): ____/____/____

☐ Approved ☐ Amended & Approved ☐ Not Approved ☐ Applicant Did Not Appear ☐ Application Abandoned

Reason: _____

Appeared for Applicant: _____ Appeared for Municipality: _____

Signature of Council/ARB Member: _____ Name/Title: _____

Application made under Sec 357/358/359 of the Municipal Act, 2001

MPAC's RESPONSE

Owner name(s) FREMLIN, TODD
Roll number 5218-000-011-00200-0000
Property location 3800 HIGHWAY 17
Property description SHAKESPEARE CON 1 PT LOT 1 HALLAM CON 6 PT LOT 1 PCLS
10027 10759
Municipality/Local taxing authority SABLES-SPANISH RIVERS TOWNSHIP

Application number TSSR-2024-05
Application reason Demolition/Razed by Fire
Received date June 26, 2024
Claim relief period **From: October 01, 2023 - To: December 31, 2023**
Taxation year 2023

Current Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020-2024
OWNR FF E -	16,414	16,400	16,400	16,400	16,400	16,400 ✓
OWNR FL R T	85,985	186,000	110,989	135,993	160,996	186,000
OWNR FRU R T	99,670	215,600	128,652	157,635	186,618	215,600 ✓
Total	202,069	418,000	256,041	310,028	364,014	418,000

Change to the Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020-2024
OWNR FF E -	16,414	16,400	16,400	16,400	16,400	16,400 ✓
OWNR FL R T	84,599	183,000	109,199	133,800	158,400	183,000
OWNR FRU R T	99,669	215,600	128,652	157,634	186,617	215,600 ✓
Total	200,682	415,000	254,251	307,834	361,417	415,000

-3000

MPAC Remarks

Notional value of the structure, to which this application pertains, on the assessment roll for 2023 taxation is \$3,000. The use of the notional value provided rests solely with the municipality/local taxing authority and not with the Municipal Property Assessment Corporation.

Uploaded 6/26/24

SECTION ☒ 357 / ☐ 358 / ☐ 359 APPLICATION
TO THE COUNCIL OR THE ASSESSMENT REVIEW BOARD

Application/Appeal #: 1358-2024-06
Taxation Year: 2024

Municipality: Township of Sables-Spanish Rivers Roll Number: 52-18-000-011-002-00
Property Address: 3800 HWY 17 Applicant Name: TODD FREMLIN
Owner Name: TODD FREMLIN Contact Number: (705) 869 8191
Mailing Address: PO BOX 7075 Alternative Number: _____
MCICKERROW, ON POPIMO Email Address: WILLIAMTF@HOTMAIL.CA

Reason for s357 application: (Check one box – applicable to s357 only)

<input type="checkbox"/> Ceases to be liable for tax at rate it was taxed – 357(1)(a)	<input type="checkbox"/> Became vacant or excess land – 357(1)(b)
<input type="checkbox"/> Became exempt – 357(1)(c)	<input type="checkbox"/> Sickness or extreme poverty – 357(1)(d.1)
<input checked="" type="checkbox"/> Razed by fire, demolition or otherwise – 357(1)(d)(i)	<input type="checkbox"/> Mobile unit removed – 357(1)(e)
<input type="checkbox"/> Damaged and substantially unusable – 357(1)(d)(ii)	<input type="checkbox"/> Gross or manifest clerical/factual error – 357(1)(f)
<input type="checkbox"/> Repairs/Reno's preventing normal use (min. 3 months) – 357(1)(g)	

Details of Reason for s357, s358 or s359 application: demolition of barn

Effective from: 01/01/24 to 12/31/24 Applicant Signature: _____ Date: 01/08/24
(MM/DD/YY) (MM/DD/YY)

ASSESSMENT REPORT: MUNICIPALITY				TREASURER'S RECOMMENDATION TO COUNCIL				
Assessment Roll As Returned		Revised Since Roll Return <input type="checkbox"/> Enter Revisions Below		Assessment Report School Bd: <input type="checkbox"/> Eng <input type="checkbox"/> Fr <input type="checkbox"/> Other <input type="checkbox"/> No Change in Assessment <input type="checkbox"/> S357 Required for Next Year				
RTC/RTQ	2012 Base-year CVA	2016 Base-year CVA	Current Phased Assessment	Revised RTC/RTQ	Revised 2005 Base-year CVA	Revised 2008 Base-year CVA	Revised Current Phased Assessment	Change to Current Phased Assessment
EN	16,414	16,400	16,400					
RTEP	185,655	401,600	401,600					
Revised:				Reason for Change: _____ _____ _____				
Reason Original Assessment Revised: _____								

TREASURER'S REPORT ON TAX LIABILITY						
RTC/RTQ	Taxable Assessment Reduction	Tax Rate	Days / Months	Tax Adjustment		Original Levy
RTEP	\$3000.00	1.613509	366	48	41	6,479.85

Recommended: ☐ No Adjustment ☒ Adjustment ☐ Cancellation ☐ Refund Total Amount: \$48.41

Comments: _____

Treasury Position: TREASURER Signature: PClave Date: 10/31/24

COUNCIL OR ASSESSMENT REVIEW BOARD DECISION: Hearing Date (MM/DD/YY): ____/____/____

☐ Approved ☐ Amended & Approved ☐ Not Approved ☐ Applicant Did Not Appear ☐ Application Abandoned

Reason: _____

Appeared for Applicant: _____ Appeared for Municipality: _____

Signature of Council/ARB Member: _____ Name/Title: _____

Application made under Sec 357/358/359 of the Municipal Act, 2001

MPAC's RESPONSE

Owner name(s) FREMLIN, TODD
Roll number 5218-000-011-00200-0000
Property location 3800 HIGHWAY 17
Property description SHAKESPEARE CON 1 PT LOT 1 HALLAM CON 6 PT LOT 1 PCLS
10027 10759
Municipality/Local taxing authority SABLES-SPANISH RIVERS TOWNSHIP
Application number TSSR-2024-06
Application reason Demolition/Razed by Fire
Received date June 26, 2024
Claim relief period **From: January 01, 2024 - To: December 31, 2024**
Taxation year 2024

Current Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020-2024
OWNR FF E -	16,414	16,400	16,400	16,400	16,400	16,400 ✓
OWNR FL R T	85,985	186,000	110,989	135,993	160,996	186,000
OWNR FRU R T	99,670	215,600	128,652	157,635	186,618	215,600 ✓
Total	202,069	418,000	256,041	310,028	364,014	418,000

Change to the Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020-2024
OWNR FF E -	16,414	16,400	16,400	16,400	16,400	16,400 ✓
OWNR FL R T	84,599	183,000	109,199	133,800	158,400	183,000
OWNR FRU R T	99,669	215,600	128,652	157,634	186,617	215,600 ✓
Total	200,682	415,000	254,251	307,834	361,417	415,000

-3000

MPAC Remarks

Notional value of the structure, to which this application pertains, on the assessment roll for 2024 taxation is \$3,000. The use of the notional value provided rests solely with the municipality/local taxing authority and not with the Municipal Property Assessment Corporation.

Uploaded 6/26/24.

SECTION ☒ 357 / ☐ 358 / ☐ 359 APPLICATION
TO THE COUNCIL OR THE ASSESSMENT REVIEW BOARD

Application/Appeal #:	TSSR-2024-07
Taxation Year:	2023

Municipality: Township of Sables-Spanish Rivers Roll Number: 52-18-000-011-012-00
Property Address: 14 FIREHALL RD Applicant Name: JANICE KIM ST. MICHEL
Owner Name: JANICE KIM ST. MICHEL, ROBERT ST. MICHEL Contact Number: 705-862-2542
Mailing Address: PO BOX ~~304~~ 26 Alternative Number: _____
WEBBWOOD, ON Email Address: Kim.my2@hotmail.com

Reason for s357 application: (Check one box – applicable to s357 only)

- | | |
|---|---|
| <input type="checkbox"/> Ceases to be liable for tax at rate it was taxed – 357(1)(a) | <input type="checkbox"/> Became vacant or excess land – 357(1)(b) |
| <input type="checkbox"/> Became exempt – 357(1)(c) | <input type="checkbox"/> Sickness or extreme poverty – 357(1)(d.1) |
| <input checked="" type="checkbox"/> Razed by fire, demolition or otherwise – 357(1)(d)(i) | <input type="checkbox"/> Mobile unit removed – 357(1)(e) |
| <input type="checkbox"/> Damaged and substantially unusable – 357(1)(d)(ii) | <input type="checkbox"/> Gross or manifest clerical/factual error – 357(1)(f) |
| <input type="checkbox"/> Repairs/Reno's preventing normal use (min. 3 months) – 357(1)(g) | |

Details of Reason for s357, s358 or s359 application: demolition of barn

Effective from: 05/17/23 to 12/31/23 Applicant Signature: Kim St Michel Date: 02/09/24
(MM/DD/YY) (MM/DD/YY)

ASSESSMENT REPORT: MUNICIPALITY				TREASURER'S RECOMMENDATION TO COUNCIL				
Assessment Roll As Returned		Revised Since Roll Return <input type="checkbox"/> Enter Revisions Below		Assessment Report School Bd: <input type="checkbox"/> Eng <input type="checkbox"/> Fr <input type="checkbox"/> Other <input type="checkbox"/> No Change in Assessment <input type="checkbox"/> S357 Required for Next Year				
RTC/RTQ	2012 Base-year CVA	2016 Base-year CVA	Current Phased Assessment	Revised RTC/RTQ	Revised 2005 Base-year CVA	Revised 2008 Base-year CVA	Revised Current Phased Assessment	Change to Current Phased Assessment
RT EP	\$ 228,777	\$ 392,000	\$ 392,000					
Revised:				Reason for Change: _____ _____ _____				
Reason Original Assessment Revised: _____								

TREASURER'S REPORT ON TAX LIABILITY							
RTC/RTQ	Taxable Assessment Reduction	Tax Rate	Days / Months	Tax Adjustment	Original Levy		
RTEP	\$14,000.00	1550616	229	136 20	6078	41	

Recommended: ☐ No Adjustment ☒ Adjustment ☐ Cancellation ☐ Refund Total Amount \$136.20

Comments: _____

Treasury Position: TREASURER Signature: PC Lane Date: 12/31/24

COUNCIL OR ASSESSMENT REVIEW BOARD DECISION:

Hearing Date (MM/DD/YY): ____/____/____

- ☐ Approved ☐ Amended & Approved ☐ Not Approved ☐ Applicant Did Not Appear ☐ Application Abandoned

Reason: _____

Appeared for Applicant: _____ Appeared for Municipality: _____

Signature of Council/ARB Member: _____ Name/Title: _____

Application made under Sec 357/358/359 of the Municipal Act, 2001

MPAC's RESPONSE

Owner name(s) ST MICHEL, JANICE KIM
ST MICHEL, ROBERT ARTHUR
Roll number 5218-000-011-01200-0000
Property location 14 FIREHALL RD
Property description SHAKESPEARE CON 1 LOT 6 PCL 5343
Municipality/Local taxing authority SABLES-SPANISH RIVERS TOWNSHIP
Application number TSSR-2024-07
Application reason Demolition/Razed by Fire
Received date June 26, 2024
Claim relief period **From: May 17, 2023 - To: December 31, 2023**
Taxation year 2023

Current Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020-2024
OWNR FL R T	73,477	125,900	86,583	99,689	112,794	125,900
OWNR FRU R T	155,300	266,100	183,000	210,700	238,400	266,100
Total	228,777	392,000	269,583	310,389	351,194	392,000

Change to the Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020-2024
OWNR FL R T	71,990	123,352	84,831	97,671	110,512	123,352
OWNR FRU R T	148,617	254,648	175,124	201,633	228,140	254,648
Total	220,607	378,000	259,955	299,304	338,652	378,000

-2548
-11,452

-14,000

MPAC Remarks

Notional value of the structure, to which this application pertains, on the assessment roll for 2023 taxation is \$14,000. The use of the notional value provided rests solely with the municipality/local taxing authority and not with the Municipal Property Assessment Corporation.

Uploaded 6/26/24.

SECTION ☒ 357 / ☐ 358 / ☐ 359 APPLICATION
TO THE COUNCIL OR THE ASSESSMENT REVIEW BOARD

Application/Appeal #:	TSSK-2024-09
Taxation Year:	2024

TOWNSHIP OF SABLES-
SPANISH RIVERS

Municipality: _____

Property Address: 427 BIRCH LAKE RD

Owner Name: DENNIS THOMAS

Mailing Address: 976 GRAVEL DR

HANMER ON P3P 1R8

Roll Number: 52-18-000-002-171-00

Applicant Name: DENNIS THOMAS

Contact Number: 705-562-0976

Alternative Number: _____

Email Address: _____

Reason for s357 application: (Check one box – applicable to s357 only)

- | | |
|---|---|
| <input type="checkbox"/> Ceases to be liable for tax at rate it was taxed – 357(1)(a) | <input type="checkbox"/> Became vacant or excess land – 357(1)(b) |
| <input type="checkbox"/> Became exempt – 357(1)(c) | <input type="checkbox"/> Sickness or extreme poverty – 357(1)(d.1) |
| <input checked="" type="checkbox"/> Razed by fire, demolition or otherwise – 357(1)(d)(i) | <input type="checkbox"/> Mobile unit removed – 357(1)(e) |
| <input type="checkbox"/> Damaged and substantially unusable – 357(1)(d)(ii) | <input type="checkbox"/> Gross or manifest clerical/factual error – 357(1)(f) |
| <input type="checkbox"/> Repairs/Reno's preventing normal use (min. 3 months) – 357(1)(g) | |

Details of Reason for s357, s358 or s359 application: demolition of mobile home

Effective from: 01/01/24 to 12/31/24 Applicant Signature: [Signature] Date: 05/31/24
(MM/DD/YY) (MM/DD/YY)

ASSESSMENT REPORT: MUNICIPALITY

TREASURER'S RECOMMENDATION TO COUNCIL

Assessment Roll As Returned		Revised Since Roll Return <input type="checkbox"/>	Assessment Report School Bd: <input type="checkbox"/> Eng <input type="checkbox"/> Fr <input type="checkbox"/> Other					
		Enter Revisions Below	<input type="checkbox"/> No Change in Assessment <input type="checkbox"/> S357 Required for Next Year					
RTC/RTQ	2012 Base-year CVA	2016 Base-year CVA	Current Phased Assessment	Revised RTC/RTQ	Revised 2012 Base-year CVA	Revised 2016 Base-year CVA	Revised Current Phased Assessment	Change to Current Phased Assessment
<u>RTEP</u>	<u>270,031</u>	<u>292,000</u>	<u>292,000</u>					
Revised:				Reason for Change:				
Reason Original Assessment Revised: _____								

TREASURER'S REPORT ON TAX LIABILITY

RTC/RTQ	Taxable Assessment Reduction	Tax Rate	Days / Months	Tax Adjustment	Original Levy
<u>RTEP</u>	<u>\$78,000.00</u>	<u>1.613509</u>	<u>366</u>	<u>1,258 54</u>	<u>4,711 45</u>

Recommended: ☐ No Adjustment ☒ Adjustment ☐ Cancellation ☐ Refund Total Amount \$1,258.54

Comments: _____

Treasury Position: TREASURER Signature: [Signature] Date: 10/31/24

COUNCIL OR ASSESSMENT REVIEW BOARD DECISION: Hearing Date (MM/DD/YY): ____/____/____

☐ Approved ☐ Amended & Approved ☐ Not Approved ☐ Applicant Did Not Appear ☐ Application Abandoned

Reason: _____

Appeared for Applicant: _____ Appeared for Municipality: _____

Signature of Council/ARB Member: _____ Name/Title: _____

Application made under Sec 357/358/359 of the Municipal Act, 2001

MPAC's RESPONSE

Owner name(s)	THOMAS, DENNIS THOMAS, SHERRI
Roll number	5218-000-002-17100-0000
Property location	427 BIRCH LAKE RD
Property description	MAY CON 5 LOT 12 PCL 6579
Municipality/Local taxing authority	SABLES-SPANISH RIVERS TOWNSHIP
Application number	TSSR-2024-09
Application reason	Demolition/Razed by Fire
Received date	June 26, 2024
Claim relief period	From: January 01, 2024 - To: December 31, 2024
Taxation year	2024

Current Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020-2024
OWNR RDU R T	270,031	292,000	275,523	281,016	286,508	292,000
Total	270,031	292,000	275,523	281,016	286,508	292,000

Change to the Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020-2024
OWNR RDU R T	197,900	214,000	201,925	205,950	209,975	214,000
Total	197,900	214,000	201,925	205,950	209,975	214,000

MPAC Remarks

Notional value of the structure, to which this application pertains, on the assessment roll for 2024 taxation is \$78,000. The use of the notional value provided rests solely with the municipality/local taxing authority and not with the Municipal Property Assessment Corporation.

-78,000

Uploaded 10/23/24.

SECTION ☒ 357 / ☐ 358 / ☐ 359 APPLICATION
TO THE COUNCIL OR THE ASSESSMENT REVIEW BOARD

Application/Appeal #: TSSR-2024-10
Taxation Year: 2024

Municipality:	Township of Sables-Spanish Rivers	Roll Number:	52-18-000-003-209-00
Property Address:	1380 RIVER RD, MASSEY, ON	Applicant Name:	JODIE GRAHAM
Owner Name:	JODIE GRAHAM & BENJAMIN LEONARD GRAHAM	Contact Number:	705-862-0333
Mailing Address:	1350 RIVER RD	Alternative Number:	
	Massey, ON P0P 1P0	Email Address:	jbgraham99@gmail.com

Reason for s357 application: (Check one box – applicable to s357 only)

<input type="checkbox"/> Ceases to be liable for tax at rate it was taxed – 357(1)(a)	<input type="checkbox"/> Became vacant or excess land – 357(1)(b)
<input type="checkbox"/> Became exempt – 357(1)(c)	<input type="checkbox"/> Sickness or extreme poverty – 357(1)(d.1)
<input checked="" type="checkbox"/> Razed by fire, demolition or otherwise – 357(1)(d)(i)	<input type="checkbox"/> Mobile unit removed – 357(1)(e)
<input type="checkbox"/> Damaged and substantially unusable – 357(1)(d)(ii)	<input type="checkbox"/> Gross or manifest clerical/factual error – 357(1)(f)
<input type="checkbox"/> Repairs/Reno's preventing normal use (min. 3 months) – 357(1)(g)	

Details of Reason for s357, s358 or s359 application: Residence demolished.

Effective from: 10/21/24 to 12/31/24 Applicant Signature: Jodie Graham Date: 10/15/24
(MM/DD/YY) (MM/DD/YY)

ASSESSMENT REPORT: MUNICIPALITY				TREASURER'S RECOMMENDATION TO COUNCIL				
RTC/RTQ	2012 Base-year CVA	2016 Base-year CVA	Current Phased Assessment	Revised RTC/RTQ	Revised 2005 Base-year CVA	Revised 2008 Base-year CVA	Revised Current Phased Assessment	Change to Current Phased Assessment
RT EP	111,000	198,000	198,000					
Revised:								
RT EP			185,000					
Reason Original Assessment Revised: <u>Apportionment</u>				Reason for Change:				

TREASURER'S REPORT ON TAX LIABILITY						
RTC/RTQ	Taxable Assessment Reduction	Tax Rate	Days / Months	Tax Adjustment	Original Levy	
RTEP	\$105,000.00	1.613509	72	333 28	3,194	75

Recommended: ☐ No Adjustment ☒ Adjustment ☐ Cancellation ☐ Refund Total Amount \$333.28

Comments: _____

Treasury Position: TREASURER Signature: PC Date: 10/31/24

COUNCIL OR ASSESSMENT REVIEW BOARD DECISION: Hearing Date (MM/DD/YY): ____/____/____

☐ Approved ☐ Amended & Approved ☐ Not Approved ☐ Applicant Did Not Appear ☐ Application Abandoned

Reason: _____

Appeared for Applicant: _____ Appeared for Municipality: _____

Signature of Council/ARB Member: _____ Name/Title: _____

Application made under Sec 357/358/359 of the Municipal Act, 2001

MPAC's RESPONSE

Owner name(s)	GRAHAM, JODIE GRAHAM, BENJAMIN
Roll number	5218-000-003-20900-0000
Property location	1380 RIVER RD
Property description	SALTER CON BF PT LOT 4
Municipality/Local taxing authority	SABLES-SPANISH RIVERS TOWNSHIP
Application number	TSSR-2024-10
Application reason	Demolition/Razed by Fire
Received date	October 23, 2024
Claim relief period	From: October 21, 2024 - To: December 31, 2024
Taxation year	2024

Current Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020-2024
OWNR FL R T	23,938	42,700	28,629	33,319	38,010	42,700
OWNR FRU R T	58,190	103,800	69,592	80,995	92,397	103,800
Total	82,128	146,500	98,221	114,314	130,407	146,500

Change to the Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020-2024
OWNR FL R T	22,536	40,200	26,952	31,368	35,784	40,200 - 2500
OWNR FRU R T	729	1,300	872	1,015	1,157	1,300 - 102,500
Total	23,265	41,500	27,824	32,383	36,941	41,500 <u>105,000</u>

MPAC Remarks

2024 Tax Application: Single Family Detached Dwelling demolished. Effective October 21, 2024

Township of Sables-Spanish Rivers

COUNCIL REPORT



COUNCIL MEETING: November 13, 2024
AGENDA GROUP: A
DEPARTMENT: Council
AUTHOR: Anne Whalen
SUBJECT: Donation Request – Massey Seniors Group

BACKGROUND:

A request has been received from the Massey Seniors Group for a donation in the form of rental fees being waived for the use of the Sadowski Room.

A similar request was made in 2023 to which Council approved this donation. This request is for the 2024/2025 season.

RELATED POLICY:

n/a

STRATEGIC PLAN:

Goal – Quality of Life
Strategic Direction – Promote initiatives to sustain an accessible and inclusive community.
Action Item – create partnerships with community organizations to build resident participation in events

BUDGET IMPLICATION:

This donation would form part of the Council Donation budget. There are ample funds available to support this request.

RECOMMENDATION(S)/OPTIONS:

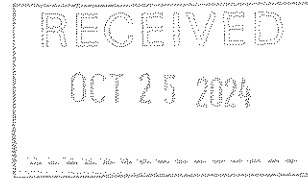
BE IT RESOLVED THAT we approve a donation in the amount of rental fees being waived for the use of the Sadowski Room by the Massey Seniors Group for the 2024/25 season.

ATTACHMENTS:

Correspondence – Massey Seniors Group

Massey Senior's Group

October 22 2024



Townships of Sable Spanish Rivers
11 Birch Lake Road,
Massey, Ontario,
P0P 1P0

Mayor and Council

Massey Senior's Group are once again, respectfully , requesting the use of the Sadowski room at the Massey Arena on Tuesday afternoons for the fall of 2024 and spring of 2025.

The use of this room has allowed the Seniors in our community to enjoy Tuesday afternoon get- togethers for fun and friendship.

Thank you for your consideration,



Eira Robinson, Spokesperson,
Massey Senior's Group,
eira@sympatico.ca

Township of Sables-Spanish Rivers

COUNCIL REPORT



COUNCIL MEETING: November 13, 2024
AGENDA GROUP: A
DEPARTMENT: Council
AUTHOR: Anne Whalen
SUBJECT: Donation Request – Espanola Elks

BACKGROUND:

A request has been received from the Espanola Elks for a donation towards their “Christmas Hamper Fund”.

A similar request was made in 2023 to which Council approved a donation in the amount of \$500.00.

RELATED POLICY:

n/a

STRATEGIC PLAN:

Goal – Quality of Life
Strategic Direction – Promote initiatives to sustain an accessible and inclusive community.
Action Item – create partnerships with community organizations to build resident participation in events

BUDGET IMPLICATION:

This donation would form part of the Council Donation budget. There are ample funds available to support this request.

RECOMMENDATION(S)/OPTIONS:

BE IT RESOLVED THAT we approve a donation in the amount of \$500.00 to the Espanola Elks Christmas Hamper Fund.

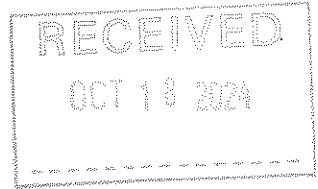
ATTACHMENTS:

BPO Elks of Canada – 48th Year Hosting Hamper Fund

B.P.O. ELKS OF CANADA

BENEVOLENT AND PROTECTIVE ORDER OF ELKS OF CANADA

Espanola BPO Elks Lodge #346
539 Second Avenue
Espanola, Ontario P5E1M1



"48th YEAR HOSTING HAMPER FUND"

Oct. 11th, 2024

To: All Businesses, Unions, Church Groups, Clubs, Individuals at places of work in surrounding communities, Visitors & Friends, we bid you Welcome.

The Espanola Elks are once again asking for your support with putting on The Christmas Hamper Fund. This is such a worthy endeavor. Last year we delivered 174 Christmas Hampers. We need your financial support or any kind of support you can give so that we can provide a good Christmas Dinner to those families who are not so fortunate, especially at this time of year. We service from Massey to Nairn and South to Whitefish Falls.

Please make your cheque out to the "Espanola Elks Christmas Hamper Fund. Donations of prizes or gifts can be dropped off at the Elks Hall. Donation pictures can be taken!

The Elks Christmas Hamper Radiothon is at the Espanola Mall on Saturday, November 30th from 10:00 am to 3 p m and on the Moose 99.3 f.m.

TO QUALIFY FOR A CHRISTMAS HAMPER - YOU MUST COME IN PERSON TO SIGN UP

LOCATION: ESPANOLA ELKS HALL, 539 SECOND AVENUE, ESPANOLA

SIGN UP DATES: THURSDAY, NOVEMBER 28TH 1:00 PM - 4:00PM

FRIDAY, NOVEMBER 29TH 1:00 PM - 4:00PM

SATURDAY, NOVEMBER 30TH 1:00 PM - 4:00 PM

Delivery of hampers will be on Saturday December 21st, starting at 8:00 am.

VOLUNTEERS ARE WELCOME!!!

For further information call Gary Tennant at 249-234-0164, cell 705-822-6212

Let's make this another successful year !!

Hoping you and yours have a Merry Christmas and a very Happy New Year
From all of us at the Elks Hamper Fund Committee



THANK YOU FOR SUPPORTING THE ESPANOLA ELKS

Township of Sables-Spanish Rivers

COUNCIL REPORT



COUNCIL MEETING: November 13, 2024
AGENDA GROUP: A
DEPARTMENT: Administration
AUTHOR: Anne Whalen
SUBJECT: Boards & Committees

BACKGROUND:

With the appointment of Thoma Crabs to Council, this creates a vacancy on the Public Works Committee as she was a ratepayer representative. One of the candidates for the vacancy indicated an interest in sitting on this committee. Does Council wish to advertise to fill this vacancy or would they like to appoint this person?

Councillor Fairburn had been appointed as Council liaison for the Museum board. We will have to appoint another member of Council and the suggestion is to have Thoma Crabs fill this position, unless another member of Council is interested.

Councillor Fairburn was also a co-chair of the Economic Development Committee. As Councillor Thoma Crabs is currently a member of that committee it is suggested she be appointed as co-chair. This will create a vacancy on this committee for a member of the public. Does Council wish to advertise for interested persons to join this committee?

With the amendment to the Procedural Bylaw in place, the Fire & Emergency Services Committee is now created. If there are members of Council that have an interest in sitting on this committees they can be appointed – 2 positions. The notice will go out to the fire department to ask any member that is interested in sitting on this committee to put their names forward – 4 positions. This committee also allows for one ratepayer to be a member. Does Council wish to advertise this position?

RELATED POLICY:

Procedural Bylaw 2021-10, as amended

STRATEGIC PLAN:

Goal – Effective Municipal Governance

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

Action Item – n/a

BUDGET IMPLICATION:

n/a

RECOMMENDATION(S)/OPTIONS:

Appointments to Committees - various

ATTACHMENTS:

Fire & Emergency Services Committee – Terms of Reference

TOWNSHIP OF SABLES-SPANISH RIVERS

FIRE COMMITTEE

TERMS OF REFERENCE

PURPOSE

The purpose of the Fire Committee is to make recommendations to Council regarding certain operational issues as they relate to the Fire Services Department.

AUTHORITY

The Committee is an advisory committee to Council and does not have any delegated authority.

COMMITTEE COMPOSITION

Membership shall consist of two (2) members of Council appointed by the Mayor in consultation with members of Council. The Committee will also include the Fire Chief, four (4) members of the Fire Department, one (1) ratepayer, the Clerk and any other support staff as deemed necessary by the Clerk.

TERM

Members' term will be consistent with the term of Council.

CHAIRPERSON

The Chairperson shall be appointed by the members of the Committee.

SCHEDULE OF MEETINGS

The Committee schedule will be established by the members of the Committee in consultation with the Fire Chief and Clerk, with a minimum of four (4) meetings per year.

MANDATE

The Fire Committee's mandate includes the following:

- Review of recommendations to Council from the Fire Chief in regard to such operational issues as the purchase of equipment; Fire Department Activity Report; review of Health and Safety and training needs; facilities, etc.
- Review relevant governing legislation with Fire Department management.
- Review Township policies that relate to the fire department and make recommendations on updates/changes.
- In consultation with the Fire Chief, Clerk and Treasurer, assist in the preparation of the annual budget.
- In consultation with the Fire Chief, Clerk and Treasurer, assist in the preparation of the capital needs budget.
- Make recommendations to Council regarding additions to volunteer staff and appointments of officers.
- Make any recommendations they deem appropriate to assist in the smooth operation of the department.

RESTRICTIONS

- The Fire Committee shall not direct the Fire Chief or other Personnel in the day-to-day operation of employees in relation to managing/supervising/assignment of tasks.
- It shall be the sole responsibility of department head to operate within their department pursuant to the description of their duties without interference of the Fire Committee.
- Any direction given by the Fire Committee, to the Fire Chief, shall be done so through the Clerk's office, and reporting back shall follow the same order.

REPORTING

Unless otherwise directed by Council, the minutes of committee meetings will be presented to Council for adoption and approval of any recommendations.

Township of Sables-Spanish Rivers

Memo

To: Clerk, Council
From: Blair Ramsay, Fire Chief
Date: November 4th, 2024
Re: Monthly Fire Department Committee Report – October 2024

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	3	-	-
EMS Assist/Rescue	2	3	1	1	2	-	4	5	1	2	-	-
Structure/Vehicle	1	-	-	-	-	2	1	1	1	2	-	-
Fires												
Chimney Fires	-	-	-	1	-	-	-	-	-	-	-	-
Brush Fires	-	-	-	2	2	-	1	1	1	1	-	-
MVA / MVC	1	2	-	-	-	1	3	2	1	1	-	-
Hydro Line / Pole	-	-	-	3	-	-	-	-	-	-	-	-
Burn Complaints	-	-	1	2	3	3	3	1	2	2		-
Inspections	-	-	-	-	-	4	-	1	2	-	-	-
Mutual Aid	-	-	-	-	2	1	-	1	1	2	-	-
Aid Spanish FD	-	-	-	-	-	-	-	-	-			-
Total	5	8	2	9	10	14	15	12	11	13	0	0

Calls for Service:

- SSRFD attended 13 calls for service in October 2024. One call of interest was a truck fire in Webbwood. The fire was an arson of a stolen vehicle from Thunder Bay. OPP has taken over the investigation.

Training:

- October was a busy training month. October training focussed on Smoke Alarm Campaign, Public Education. SSRFD held open houses at Station 1, 2 and 4 for Fire Prevention Week as well as handed out candy and Fire Prevention info on Halloween. SSRFD members attended Espanola and participated in the mobile live fire unit trailer. The trailer gives members who have not had a

lot of exposure to live fire a chance to become more confident in our PPE and firefighting techniques taught during training sessions.

- The Training Department assisted the newest firefighter Kaeden Levesque complete the recruit training.

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

- PERF Team members assisted with the planning and preparation for the Smoke Alarm Program that took place in Massey, Walford and Webbwood.
- PERF team and other members attended both elementary schools and presented fire safety information. The team also took all the children through the trucks and let them spray some water from a hose.
- Facebook analytics reported that SSRFD Facebook page reached 3,624 people and gained 29 new followers in the last 30 days. SSRFD reached not only TSSR residents but a large number in Espanola and Greater Sudbury. There were 10 hits from the USA on our page.

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. Pumper 415 completed pump testing and passed certification.
- Station 2 – Bunker gear area is complete. Capt Goodchild was the driving force and put in many hours completing this project. The bunker gear is not moved out of the garage which is a plan to reduce cancer in our fire halls. Pumper #425s pump was serviced, tested and passed certification.
- Station 4 – Pumper 445 had the pump tested and passed certification.
- Station 5 – Using Station 5 for Storage.

Administration:

- The Emergency Preparedness Grant has been prepared and submitted. The application contains a funding request to enhance TSSR communications systems to have improved communications in the event of an emergency.
- I attended meetings for PERF, Training team, Emergency Management PAC 8 area, as well as a town hall meeting with the Ontario Association of Fire Chiefs and several meetings preparing for the emergency preparedness grant application.
- In October I attended training session on command and control on the fire ground.
- Finalized the 2025 capital and operating budgets.

Human Resources:

- Currently there are 30 active firefighters including officers.
- As mentioned above one of our juniors has come back as a firefighter. SSRFD welcomes Kaeden Leveque back to the team.
- I have sent messages to all member that missed training in September to follow up with the Captains to arrange signoffs.

Fire Inspection/Complaints

- I completed a records search for a property in Massey. No inspections had been completed on this property back to 2018. No other inspections were completed in October.

REQUEST FOR COUNCIL:

- There are no requests or council at this time.



UNAPPROVED MINUTES – SEVENTH MEETING
BOARD OF HEALTH
PUBLIC HEALTH SUDBURY & DISTRICTS
BOARDROOM, SECOND FLOOR
THURSDAY, OCTOBER 17, 2024 – 1:30 P.M.

BOARD MEMBERS PRESENT

Ryan Anderson
Robert Barclay
Michel Brabant
Renée Carrier

Guy Despatie
Pauline Fortin
René Lapierre
Abdullah Masood

Ken Noland
Mike Parent
Natalie Tessier

BOARD MEMBERS REGRET

Mark Signoretti

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 1:32 p.m.

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) Introduction to the Association of Local Public Health Agencies (alPHa)

– Loretta Ryan, Chief Executive Officer, Association of Local Public Health Agencies
L. Ryan was introduced and welcomed to present to the Board of Health to provide an overview of the Association of Local Public Health Agencies, commonly known as alPHa. Established in 1986, alPHa is a not-for-profit organization that provides leadership and a

voice to Ontario's boards of health and their local public health agencies. alPHa represents Ontario's 34 boards of health, medical officers and associate medical officers of health, and senior public health managers in each of the public health disciplines

There are 21 members on the alPHa Board of Directors that includes representatives from the Boards of Health Section, the Council of Ontario Medical Officers of Health (COMOH) Section, and from each of the seven affiliate organizations such as the Association of Ontario Public Health Business Administrators and Health Promotion Ontario. R. Lapierre is a Board of Health Section Chair and representative from the North East region on the alPHa Board of Directors and alPHa Executive Committee.

alPHa 2024–2027 strategic plan priorities were highlighted:

- Be the unified voice and a trusted advisor on public health
- Advance the work of local public health through strategic partnership and collaborations
- Support the sustainability of Ontario's local public health system
- Deliver member services to local public health leaders

alPHa's recent contributions towards the Ministry's Strengthening of Public Health included providing support to members through the voluntary merger process, and providing key input on the review of the Ontario Public Health Standards and the funding review of local public health agencies.

Board members were encouraged to read the alPHa InfoBreak newsletters, as well as become familiar with alPHa resolutions, infographic and resources, including the Board of Health orientation manual, governance toolkit.

alPHa hosts a number of events and offers various educational opportunities, including Board of Health governance and social determinants of health training. Board members were reminded of the upcoming virtual alPHa fall symposium November 6 to 8.

Questions and comments were entertained and L. Ryan was thanked for her presentation.

i) Comprehensive Health Promotion in Action: From Prevention to Policy

- Laura Cousineau, Health Promoter, Health Promotion and Vaccine Preventable Diseases Division

M. Mustafa Hirji introduced L. Cousineau to present on what comprehensive health promotion is and how it informs the work at Public Health Sudbury & Districts.

Health promotion initiatives focus on moving the work upstream to address systems level issues and addressing the conditions that impact our health, where we live, learn, work and

play. L. Cousineau noted that this work is done by focusing efforts on creating supportive environments and building healthy public policy. PHSD's health promotion work

- focuses on the population health level, not just with individuals
- follows the principles of the Ottawa Charter focusing on moving our work upstream
- is informed by evidence and best practices
- aims to reduce health disparities by embodying health equity
- values partnerships, recognizing that collaboration is key
- is cost effective

Public Health funding represented 1.2% of the Ministry of Health's spending for 2019-2020 and only a small fraction of that was dedicated to health promotion initiatives. Studies have shown that health promotion responses that address chronic disease, social determinants of health, and other modifiable risk factors are cost-effective with 4:1 return on investment from local level health promotion interventions.

The work to reduce tobacco and nicotine within our catchment area was cited as an example of comprehensive health promotion. In collaboration with health protection efforts, partnership with the municipalities, government and other stakeholders, a comprehensive health promotion response was initiated in 2001 and continues to this day. This response included, health public policy, building supportive environments, and strengthening community action. The work resulted in a dramatic reduction in smoking rates in our service area with crude local smoking rate among adults aged 20+ being 15.8% in 2019–2020 as compared to 31.0% in 2001. Most of the tobacco/nicotine programming is currently done in coordination with the North East Tobacco Control Area Network (TCAN) of which Public Health Sudbury & Districts is the coordinating health unit for the North East.

In conclusion, it was noted that effective health promotion takes time through upstream work that addresses systems level issues. That means addressing the conditions that impact our health, where we live, learn, work and play. This is done by focusing efforts primarily on creating supportive environments and building healthy public policy, and less on individual education or skill-building.

Comments and questions were entertained, and Laura was thanked for her presentation.

5. CONSENT AGENDA

- i) **Minutes of Previous Meeting**
 - a. Sixth Board of Health Meeting – September 19, 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, October 2024
- v) **Correspondence**
 - a. Association of Local Public Health Agencies (alPHA)'s Virtual Fall Symposium and Section Meetings, November 6 to 8, 2024
 - Poster and Draft Program for Symposium and Section Meetings
 - Draft Agenda for the alPHA Board of Health Section Meeting
 - Call for short public health videos
 - b. Support for Bills S-233 and C-233 “An Act to develop a national framework for a guaranteed livable basic income”
 - Letter from Peterborough Public Health Board of Health Chair to the 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 Block Québécois, House Leader of the New Democratic Party and Standing Senate Committee on National Finance, dated October 2, 2024
 - c. Perspectives from Northern Ontario for the Public Health Funding Review
 - Letter from Northwestern Health Unit Board of Health Chair to the Chief Medical Officer of Health and Assistant Deputy Minister, dated September 27, 2024
 - d. Recommendations for Government Regulation of Nicotine Pouches
 - e. Motion from The Corporation of the Municipality of St. Charles dated August 14, 2024

Dr. Hirji flagged alPHA's virtual Fall Symposium agenda which had been mentioned in L. Ryan's presentation, and that Board members interested in attending should contact R. Quesnel, Board Secretary.

In response to an inquiry, additional information was provided regarding recruitment challenges mentioned in the MOH/CEO report.

57-24 APPROVAL OF CONSENT AGENDA

MOVED BY MASOOD – PARENT: THAT the Board of Health approve the consent agenda as distributed.

CARRIED

6. NEW BUSINESS

- i) **Artificial Intelligence and new technologies at Public Health Sudbury & Districts**
 - Briefing Note from the Acting Medical Officer of Health and Chief Executive Officer, Dr. M. Mustafa Hirji to the Board of Health dated October 10, 2024

Artificial intelligence (AI) is a topic of interest for many sectors, including public health. As advancements continue, Public Health Sudbury & Districts has begun exploring the potential integration of AI and new technologies into public health work as it seeks to

continue to provide effective programs and services and to remain current with technology in the digital era.

Results of the AI workshop hosted by AI for Public Health (AI4PH) in October 2023 were published in a report titled [Laying the groundwork for Artificial Intelligence to Advance Public Health in Canada](#) and the report recommendations are being considered by Public Health Sudbury & Districts and other local public health agencies to help forge a path forward in implementing AI strategies.

In June 2024, Public Health Sudbury & Districts hosted virtual presentations from the Simcoe Muskoka District Health Unit and Wellington-Dufferin-Guelph Public Health, for all staff, about AI initiatives implemented or planned for implementation within local public health agencies. Following these presentations, a group of PHSD staff participated in a Think Tank brainstorming activity to identify ways that the agency can benefit from AI strategies and approaches. An electronic survey was subsequently distributed to all staff to ensure full participation on this topic. Key findings from the staff engagement include input about potential opportunities, dangers, threats, risks, benefits, and concerns of adopting AI technologies.

Building off that work, Public Health Sudbury & Districts developed an internal policy for the use AI in the workplace. The policy allows for staff to explore, learn, and innovate with these new technologies, while also mitigating the risks presented by AI.

Next step to further support the advancement of the AI implementation work will be include advice from experts in the field. A Request for Proposals for Artificial Intelligence Solutions for Use in Public Health was issued in the summer and is in the final stages to award the successful consultant. The consultant will develop an AI strategy that will encompass planning, assessment, consultation, and reporting. A second future phase would include prototyping, training, and development. Once fully launched, this initiative will seek input from a work group of staff internally and will help map out our future state for the use of these new technologies.

It was noted that additional ongoing investments for AI will be proposed in the 2025 cost-shared operating budget to be presented to the Board of Health in November.

Comments and questions were entertained and clarification was provided regarding the emerging themes, required IT systems to support AI and availability of expert consultants. It was noted that not all Boards of Health are exploring AI and that PHSD work will be shared with others. The operational AI policy will be shared with the Board for their information. The Board thanked M.M. Hirji for the update.

7. ADDENDUM

None.

8. IN CAMERA

58-24 IN CAMERA

MOVED BY FORTIN - ANDERSON: THAT this Board of Health goes in camera to deal with information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them. Time: 2:25 PM

CARRIED

9. RISE AND REPORT

59-24 RISE AND REPORT

**MOVED BY TESSIER – NOLAND: THAT this Board of Health rises and reports.
Time: 3:00 p.m.**

CARRIED

It was reported that one matter was discussed to deal with information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them. The following motion emanated:

60-24 APPROVAL OF BOARD OF HEALTH INCAMERA MEETING NOTES

MOVED BY BARCLAY – CARRIER: THAT this Board of Health approve the meeting notes of the September 19, 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

10. ANNOUNCEMENTS

Board members were reminded to complete the Annual Board Self-Evaluation Survey by October 18, 2024.

Board members are to review the annual mandatory Emergency Preparedness PowerPoint presentation and email R. Quesnel to confirm once the review is completed.

Time was allocated for Board members to complete the October 17, 2024, Board of Health meeting evaluation before adjournment.

11. ADJOURNMENT

The next regular Board of Health meeting is Thursday, November 21, 2024, at 1:30 p.m.

61-24 ADJOURNMENT

MOVED BY NOLAND – LAPIERRE: THAT we do now adjourn. Time: 3:04 p.m.

CARRIED

(Chair)

(Secretary)

Unapproved

Township of Sables-Spanish Rivers

COUNCIL REPORT



COUNCIL MEETING: November 13th, 2024
AGENDA GROUP: C
DEPARTMENT: Environmental Services
AUTHOR: S. McGhee, Coordinator of Infrastructure
SUBJECT: OCWA Operating Contract Proposal

BACKGROUND:

The Township of Sables-Spanish Rivers owns a number of water and wastewater systems including the Massey Water Treatment Plant and Distribution System, and the Webbwood Lagoon and Collection System. In addition, the Township owns and operates small water systems at the Webbwood Library Facility and Walford Community Center.

The water and wastewater systems are operated by the Ontario Clean Water Agency (OCWA), which is a Crown Agency of the Province of Ontario. The current operating contract between the Township and OCWA, was a 10-year fixed price agreement, and is due for renewal effective January 1st, 2025.

OCWA submitted a proposal to the municipality for a new 5-year contract with a 5-year renewal clause. The contract proposal included an increase in annual price in addition to a number of changes over the previous contract. Most notably, the new contract removes process chemicals from the annual price. This move was deemed necessary by OCWA due to volatility in chemical commodities pricing in recent years.

There are distinct cost implications associated with the removal of treatment chemicals from the imbedded operating cost of the facility. The primary treatment chemical, polyaluminum chloride (PAC), is very expensive, and requires a high degree of diligence to optimize within the process.

OCWA provided an annual estimate for the chemical costs for the Massey water treatment plant. In order to verify these costs, staff secured pricing for the polyaluminum chloride and completed calculations based on historic flows and estimated feed rates. This exercise confirmed the estimates to be realistic.

Following the review by municipal staff, the proposed contract was presented to the Public Works Committee for further scrutiny. The Committee provided instruction to staff and requested that a meeting be scheduled with OCWA representatives. Members of the Public Works Committee attended the meeting at which time discussion and negotiation surrounding various clauses was completed.

The changes to the proposed contract that resulted through the meeting and discussions are as follows:

- **Section 4.1** - Proposed term of 5 years with an automatic 5-year renewal was reduced to a 3 year with a 4-year renewal upon mutual agreement between the Parties. This was recommended to allow Staff to monitor performance and to align the renewals appropriately with Terms of Council;
- **Section 4.5(g)** – this clause was proposed to impose municipal responsibility to cover any changes to labour rates that OCWA incurred through collective bargaining or other causes. This was refuted by the municipality and removed;
- **Section 4.5(i)** - A cap on call-outs covered by OCWA was removed. OCWA will cover the first 4 hours of all call-outs incurred;
- **Section 4.8(b)** – amended to require notification within one (1) business day of unanticipated expenditures;
- **Section 6.6** – language was added to deter recruitment of trained personnel from either party;
- **Schedule C Part 1 (2)(e)(f)** - this schedule was amended to include monthly maintenance reports and to include a mandatory monthly meeting between representatives of OCWA and municipal staff.
- **Schedule C, Services** – this was amended to include intake inspections as part of the contract.

In order to ensure that plant processes, operation, and costs are being managed appropriately for the duration of the new contract, it was amended to include a mandatory operational meeting between OCWA and municipal staff. This meeting will include a detailed review of raw water colour, chemical feed rate, and flows. By reviewing these and other available parameters, the municipality can monitor process to ensure that costs are closely being controlled. Staff will also review compliance reports, sample results, maintenance, and overall plant conditions during this meeting.

Outcome of monthly meetings can be incorporated into the Public Works Committee agenda.

RELATED POLICY:

The recommendation made in this report would aid the municipality in compliance with **Section 19-Standard of Care**, of the Safe Drinking Water Act (SDWA) which reads as follows:

- 19 (1)** Each of the persons listed in subsection (2) shall,
- (a) exercise the level of care, diligence and skill in respect of a municipal drinking water system that a reasonably prudent person would be expected to exercise in a similar situation; and
 - (b) act honestly, competently and with integrity, with a view to ensuring the protection and safety of the users of the municipal drinking water system. 2002, c. 32, s. 19 (1).

Same

(2) The following are the persons listed for the purposes of subsection (1):

- 1. The owner of the municipal drinking water system.
- 2. If the municipal drinking water system is owned by a corporation other than a municipality, every officer and director of the corporation.
- 3. If the system is owned by a municipality, every person who, on behalf of the municipality, oversees the accredited operating authority of the system or exercises decision-making authority over the system. 2002, c. 32, s. 19 (2).

STRATEGIC PLAN:

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

- **Strategic Direction No. 3** (Pursue the upgrading and maintenance of municipal sewer and water systems in Webbwood and Massey.);
 - **Action Item No. 2** (Ensure the Water Treatment Plant receives upgrades and maintenance as required in accordance with the Ontario Safe Drinking Water Act, 2002).

BUDGET IMPLICATION:

The Renewal Pricing Rationale document, which was provided by OCWA, shows the pricing over the 10-year contract period with the standard 1.5% annual price adjustment. The old contract did not adequately allow for inflationary adjustment which proved to be a significant contributing factor in the proposed price change. Subsequent years are proposed to be adjusted at a rate of the greater of the annual CPI adjustment or 2.0%.

If accepted, this change in operating cost for the facilities will necessitate an increase in water and wastewater user fees to balance the budget. Water rates have not been increased within the municipality since 2017.

RECOMMENDATION(S)/OPTIONS:

Before bringing a recommendation forward, Staff considered other options for the operation of the system including Tendering of the operation as well as operating the system utilizing our own forces.

Tendering the operation of the facilities was ruled out based on the following rationale:

- 1. The municipality is not under obligation to tender under our procurement policy pursuant to
 - 1.1. Article 4.4.2(e), the tender process is cost prohibitive, and would in no way guarantee a financial benefit;
 - 1.2. Article 4.4.2(i), services provided by licensed professionals do not require competitive bid processes.

Operation of the water system using municipal staff was ruled out due to the cost associated with staffing and management of the system as well as the high degree of complexity of the treatment process. Any municipality operating their own water system is required to secure accreditation as an operating authority under the Safe Drinking Water Act (SDWA). The process of securing and maintaining accreditation makes it cost prohibitive for smaller municipalities.

Based on the information contained in this report and the recommendation of the Public Works Committee, the following Resolution is submitted for the consideration of Council:

BE IT RESOLVED THAT the Council enter into the proposed operating agreement with the Ontario Clean Water Agency for the operation of the Webbwood Lagoon and Collection system and the Massey Water Treatment System.

ATTACHMENTS:

- OCWA Proposal

[CONFIDENTIAL UNTIL APPROVED BY COUNCIL]

DRAFT

SERVICES AGREEMENT

BETWEEN

ONTARIO CLEAN WATER AGENCY

A N D

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

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SERVICES AGREEMENT

THIS AGREEMENT effective as of the 1st day of January, 2025 (the “Effective Date”),

B E T W E E N

ONTARIO CLEAN WATER AGENCY/AGENCE ONTARIENNE DES EAUX, a corporation established under the *Capital Investment Plan Act, 1993*, c.23, Statutes of Ontario.

(“OCWA”)

A N D

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

(the “Client”)

RECITALS

- (a) OCWA is in the business of providing management, operations and maintenance services for water and wastewater facilities.
- (b) The Client is the owner of the Massey Water Treatment Plant and Distribution System, Webbwood Wastewater Lagoon and Collection System, Webbwood Library/Seniors Centre and the Walford Community Centre, more particularly described in Schedule A (the “Facilities”).
- (c) The Client wishes to retain the services of OCWA to operate and maintain the Facilities in accordance with the provisions of this agreement (the “Agreement”).
- (d) The Client and OCWA (collectively, the “Parties” and each a “Party”) are entering this Agreement to set out their respective rights and obligations with respect to the management, operation and maintenance of the Facilities.
- (e) The Council of the Client on the _____ day of _____, 2024 passed By-Law No. _____ authorizing the Client to enter into this Agreement.

NOW THEREFORE in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration the receipt and sufficiency of which is hereby irrevocably acknowledged, the Client and OCWA agree as follows:

ARTICLE 1 - INTERPRETATION

Section 1.1 - Definitions

In this Agreement, definitions are set out in Schedule B, or within applicable provisions as indicated.

ARTICLE 2 - RESPONSIBILITIES OF OCWA

Section 2.1 - Retention of OCWA

- (a) The Client retains OCWA to provide management, operation and maintenance services, as described in Schedule C to this Agreement, in respect of the Facilities (the “Services”).
- (b) The Client acknowledges and agrees that for the purposes of Section 449 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, OCWA is an agent of the Client.

Section 2.2 - Performance of Services

- (a) OCWA shall deliver the Services in compliance with all applicable Environmental Laws, except as described in Paragraphs 2.2(b) and (c) below and in any of the following circumstances:
 - (i) the Client not making the Major Maintenance Expenditures and/or not undertaking the Capital Projects reasonably recommended by OCWA as per Section 4.6 and Section 4.7 herein;
 - (ii) failure of the Client to meet its responsibilities specified in this Agreement;
 - (iii) failure of any equipment at the Facilities, unless the failure is due to OCWA’s negligence;
 - (iv) the water transmitted to the water treatment Facilities for treatment contains contaminants or pathogens which cannot be treated or removed by the Facilities treatment processes;
 - (v) the quantity or quality of water transmitted to the water treatment Facilities exceeds the Facilities’ design or operating capacity;
 - (vi) the wastewater transmitted to the wastewater treatment Facilities for treatment contains contaminants or other substances which cannot be treated or removed by the Facilities treatment processes;

- (vii) the wastewater transmitted to the wastewater treatment Facilities for treatment does not meet the requirements of the Client's sewer use by-law or any Environmental Law;
 - (viii) the quantity or quality of wastewater transmitted to the wastewater treatment Facilities exceeds the Facilities' design or operating capacity;
 - (ix) operational upset conditions caused by the acceptance of septage or leachate;
 - (x) unavailability of approved lands for the application of approved sludge.
- (b) OCWA may temporarily cease to provide or reduce the level of provision of Services in the event of an emergency, a breakdown or any Uncontrollable Circumstance. OCWA shall, when practicable, try to give the Client reasonable advance notice of any such occurrence.
- (c) Notwithstanding any other provision of this Agreement, delay in the performance of, or a failure to perform any term of this Agreement by OCWA, shall not constitute default under this Agreement or give rise to any claim for damages suffered by the Client if and to the extent caused by occurrences or circumstances beyond the reasonable control of OCWA (an "Uncontrollable Circumstance"), including but not limited to any circumstances set out in Paragraph 2.2(a), decrees of government, acts of God (including but not limited to hurricanes, tornadoes, floods and other weather disturbances), sabotage, strikes, lockouts and other industrial disturbances, supply chain interruptions, global economic turbulence, insurrections, war, civil disturbances, pandemics, riots, explosions, fire and acts of third parties.
- (d) The Client recognizes that in an emergency situation or where an Uncontrollable Circumstance exists, OCWA's primary concern will be to use all reasonable efforts to maintain the Facilities in compliance with Environmental Laws and that OCWA may be required to correct a deficiency or deal with the emergency situation without obtaining the Client's prior approval. Should such a situation arise, OCWA shall advise the Client as soon as reasonably possible and shall provide as much information as possible to the Client and will work with the Client to ensure the emergency situation is appropriately addressed.

Section 2.3 - OCWA as Independent Contractor

In performing the Services, OCWA shall be acting as an independent contractor and only to the extent and for the specific purposes expressly set forth herein. Neither OCWA nor its employees, agents or subcontractors shall be subject to the direction and control of the Client, except as expressly provided in this Agreement.

Section 2.4 - Authorized Representatives

Each of OCWA and the Client shall be entitled to designate in writing to the other, one or more individuals who shall be authorized to represent it in connection with the day-to-day administration of the provisions of this Agreement (the “Authorized Representative(s)”). Each of the Parties shall be entitled to rely on the acts and approvals given by the other Party’s Authorized Representative until such time as it receives a written notification of change of the other Party’s Authorized Representative.

Section 2.5 - Indemnification of the Client

- (a) OCWA shall exonerate, indemnify and hold harmless the Client, its directors, officers, employees and agents from and against Claims which may be suffered or incurred by, accrue against or be charged to or recoverable from the Client to the extent that such Claim is solely attributed to OCWA’s negligence or willful misconduct when performing the Services, except where such Claim is due to an Uncontrollable Circumstance or to a condition of the Facilities which existed prior to OCWA’s commencement of the Services (a “Pre-existing Condition”), including but not limited to those listed in Schedule F. Such Pre-existing Conditions shall be the ongoing responsibility of the Client. OCWA, in providing these Services, is not responsible, accountable or liable, in any way, for Pre-existing Conditions, either directly or indirectly.
- (b) The Client shall be deemed to hold the provisions of this Section 2.5 that are for the benefit of the Client’s directors, officers, employees and agents in trust for such directors, officers, employees and agents as third party beneficiaries under this Agreement.
- (c) Notwithstanding Paragraph 2.5(a) above, OCWA shall not be liable in respect of any Claim to the extent the Claim is covered by the Insurance.
- (d) Claims by the Client for indemnification from OCWA will follow the Indemnification Process as described in Schedule B.

Section 2.6 - Waiver of Consequential Damages

In no event shall the Parties be liable to each other, and each Party specifically waives as against the other, any and all claims for consequential, incidental, indirect, special or punitive damages resulting in any way from performance or non-performance of this Agreement, whether such damages are characterized as arising under breach of contract or warranty, tort (including negligence), fault, strict liability, indemnity, or other theory of legal liability.

Section 2.7 - Insurance

- (a) OCWA shall maintain, subject to reasonable availability, insurance coverage as described in Schedule E to this Agreement (the “Insurance”) and the Client shall be an additional insured under the Commercial General Liability and Contractor’s Pollution Liability insurance. The Client acknowledges that, given the unpredictability of the insurance

market, deductibles and coverage limits may not be available (or may not be reasonably priced) from year to year. Insurance coverage is reviewed annually and the Client will be notified if there is a change in coverage or price increase.

- (b) The Client specifically recognizes and agrees that neither OCWA nor the Crown bears any responsibility for the Pre-existing Condition(s) of the Facilities. As such, OCWA is not required to obtain insurance for this purpose and the Client has or will obtain its own insurance.
- (c) The Client shall be responsible for securing its own insurance for any other operations with which it is involved that are not part of the Services. The Client acknowledges that OCWA's Commercial General Liability, Contractor's Pollution Liability insurance and Cybersecurity insurance shall not extend to cover any claims, exposure or liability beyond those directly linked to the provision of Services by OCWA staff. The Client further acknowledges that it will have no recourse under OCWA's Commercial General Liability, Contractor's Pollution Liability and Cybersecurity insurance for any operations that do not form part of the Services.
- (d) In the event of a claim under the Insurance, the payment of deductibles is as specified in Schedule E.
- (e) The policies of insurance obtained by the Client in subsection 2.7(e) shall be primary, notwithstanding other insurance obtained and maintained by OCWA.

ARTICLE 3 - RESPONSIBILITIES OF THE CLIENT

Section 3.1 - Obligations of the Client

- (a) The Client has the full power and authority to enter into and perform its obligations under this Agreement.
- (b) The Client has passed all necessary By-Laws and has obtained all necessary Authorizations to enable it to enter into and perform its obligations under this Agreement and to operate the Facilities, (including, without limitation, any Authorizations required from the Local Planning Appeal Tribunal and the Ministry of the Environment, Conservation and Parks (MECP)), and the Authorizations are in good standing.
- (c) The Client has provided OCWA with a true copy of each of the Authorizations referred to in Paragraph 3.1(b) above prior to the date of this Agreement, including a certified copy of each municipal By-Law required to authorize the Client to enter into and perform its obligations under this Agreement.
- (d) As the owner of the Facilities, the Client is fully aware of its responsibilities and obligations regarding the operation and maintenance of the Facilities under Applicable Laws, including without limitation its responsibilities under the *Safe Drinking Water Act*,

2002 (the “SDWA”), the *Ontario Water Resources Act* and the *Occupational Health and Safety Act* (the “OHSA”) and their regulations.

- (e) The Client confirms that there are no Pre-existing Conditions existing at the Facilities which would affect OCWA’s ability to operate the Facilities in compliance with the terms of this Agreement and Applicable Laws, other than what is listed in Schedule F. The Client acknowledges and agrees that the Client shall be responsible for addressing such Pre-existing Conditions.
- (f) The Client confirms that as of the date of execution of this Agreement, to the best of the Client’s knowledge, the Facilities are in compliance with all Applicable Laws.
- (g) The Client is not aware of the presence of any designated substances as defined under the *Occupational Health and Safety Act* (the “OHSA”) at the Facilities. The Client acknowledges and agrees that it is responsible for dealing with the designated substances (including but not limited to asbestos and lead) in accordance with the OHSA and its regulations and to notify OCWA of the location of any designated substances in the Facilities.
- (h) The Client will provide OCWA annually by June 1st of each year the replacement value of the facilities described in Appendix A.
- (i) The Client will maintain its own Cybersecurity insurance policy to cover the Client’s SCADA, PLC and related operating systems.
- (j) The Client shall inform OCWA immediately in writing if the Client’s financial system has been compromised through a cyberattack or data breach which may impact OCWA’s service account.

Section 3.2 - Covenants of the Client

The Client hereby covenants the following for the benefit of OCWA:

- (a) The Client agrees to promptly pay all amounts owing to OCWA under this Agreement as they become due, including any interest charges on late payments as determined under Section 4.9.
- (b) The Client agrees to promptly provide OCWA with any information relating to the Facilities which could have a bearing on the provision of Services by OCWA, including but not limited to any engineering report prepared in respect of the Facilities, any Authorization or amendment to any Authorization, as well as any governmental notice or order relating to the Facilities.
- (c) The Client agrees to commit the necessary resources to appropriately address and comply with any such reports, Authorizations, notices or orders.

- (d) The Client shall repair, maintain and keep in a good working state, in accordance with good engineering practices and the standards reasonably applicable to an owner of a like facility, all water works that belong to or are under the control of the Client and that distribute water from the Facilities.
- (e) The Client shall repair, maintain and keep in a good working state, in accordance with good engineering practices and the standards reasonably applicable to an owner of a like Facility, all wastewater works that belong to or are under the control of the Client and that collect and transmit wastewater to the Facilities.
- (f) The Client agrees to promptly commit the necessary resources to appropriately address any health and safety issues identified by OCWA which are the responsibility of the Client.
- (g) The Client shall take reasonable steps to ensure that wastewater transmitted to the Facilities complies with the Client's sewer use by-law and any Environmental Laws. If requested by OCWA, the Client shall provide OCWA with copies of the Client's inspection reports (sewer usage, cross-connections, sump pump connections), if available.
- (h) The Client shall inform OCWA if the Facility is to accept septage or leachate. The Client shall provide OCWA with a report of a professional engineer indicating that the Facility is capable of handling such additional Loadings. The Client shall provide OCWA with a list of haulers from which OCWA is to accept septage or leachate at the Facility. OCWA shall not be responsible for any operational impacts caused by the septage or leachate. The Client shall be fully responsible for any additional costs incurred as a result of the acceptance of septage or leachate at the Facility.

Section 3.3 - Exoneration and Indemnification of OCWA

- (a) Subject to Paragraph 3.3(c) below, the Client shall exonerate, indemnify and hold harmless OCWA, its directors, officers, employees and agents and His Majesty the King in Right of Ontario, as represented by the Minister of the Environment, Conservation and Parks and all directors, officers, employees and agents of the Ministry of the Environment, Conservation and Parks (collectively referred to as the "Indemnified Parties") from and against any and all Claims which may be suffered or incurred by, accrue against, or be charged to or recoverable from any one or more of the Indemnified Parties that is solely attributed to the Client's negligence or willful misconduct.
- (b) OCWA shall be deemed to hold the provisions of this Article 3 that are for the benefit of OCWA's directors, officers, employees and agents and the other Indemnified Parties as defined above, in trust for all such Indemnified Parties as third party beneficiaries under this Agreement.
- (c) Claims by OCWA for indemnification from the Client will follow the Indemnification Process as described in Schedule B.

- (d) Notwithstanding Paragraph 3.3(a) above, the Client shall not be liable in respect of any Claim:
 - (i) to the extent that such Claim is covered by the Insurance; however, the Client shall be responsible for any deduction or self-insured retention amount in accordance with Schedule E; and
 - (ii) to the extent that such Claim is caused solely by OCWA's negligence or willful misconduct in providing the Services.

ARTICLE 4 - TERM, PAYMENT FOR SERVICES AND OTHER CHARGES

Section 4.1 - Initial Term of Agreement

This Agreement shall start on the Effective Date January 1, 2025 and shall continue in effect for an initial term of three (3) years, ending on December 31, 2027 (the "Initial Term"). If no termination notice is given six (6) months prior to the end of the Initial Term, then this agreement will be renewed for an additional four (4) year term (the "Renewal Term") upon agreement between the Parties, subject to Sections 4.3 and 6.1 of this Agreement.

Section 4.2 - Annual Price for the Initial Term

Subject to any adjustments made pursuant to other provisions of this Agreement, the Client shall pay OCWA a price for the Services for each Year of the Initial Term as described in Schedule D.

Section 4.3 - The Annual Price in Renewal Terms

The Annual Price for any Renewal Term will be as agreed between the Client and OCWA. If the Parties cannot agree on the Annual Price for any Renewal Term within six (6) months of the beginning of the last Year of either the Initial Term or the Renewal Term, as the case may be (the "Current Term"), then this Agreement will be terminated twelve (12) months after the last day of the Current Term unless the Parties mutually agree to extend the term of the Agreement. During this twelve (12) month period or mutually agreed upon extension period, the Client shall pay the Annual Price paid for the last Year of the Current Term, plus an adjustment for inflation calculated as described in Schedule D, pro-rated over that period.

Section 4.4 - Payment of the Annual Price

The Client shall pay OCWA the Annual Price for each Year of the Initial Term or any Current Term, in twelve (12) equal monthly payments, in advance, on the first day of each month. The first payment shall be due and payable on January 1, 2025. Payment shall be made by the Client by pre-authorized bank debit from a bank account designated by the Client.

Section 4.5 - Items Not Included in the Annual Price

The Annual Price, as further described in Schedule D, for each Year of the Initial Term and any Renewal Term, covers all charges for the Services, but does not include any charges for the following:

- (a) any Capital Projects (as defined in Paragraph 4.7(a) below) or costs resulting from any failure of the Client to implement reasonably recommended Major Maintenance Expenditures;
- (b) costs or charges for services resulting from a Change in Applicable Laws;
- (c) Unexpected Expenses (as defined in Paragraph 4.8(a) below);
- (d) Hydro/Utility costs;
- (e) charges for any Optional Services that are provided by OCWA to the Client;
- (f) costs and charges associated with providing and/or maintaining continuous monitoring technology (SCADA technology) used in respect of the Facility;
- (g) Client owned SCADA, PLC and related control equipment maintenance including regular cyber security assessments;
- (h) any chemical costs required for application in the wastewater lagoon;
- (i) any labour costs after the first four (4) hours of any alarmed callouts outside of the time period 0730 to 1600 on a Business Day, on Statutory Holidays or on Weekends.
- (j) all hydrant and distribution system maintenance. OCWA will give the Client first right of refusal for contracting these duties. If the Client chooses not to contract the duties or fails to contract the duties, OCWA will then perform or contract the agreed-upon duties for an additional price as determined between the Parties.

Section 4.6 - Major Maintenance Expenditures

- (a) “Major Maintenance Expenditures” means the charges for all non-routine, non-repetitive activities, repair or replacement of machinery or equipment required for the continuity of operations, safety, and operating performance of the Facilities that are necessary to prevent or correct a failure of any component of the equipment which is not included as part of Routine Maintenance including labour charges, together with the Service Fee or fixed fee basis.
- (b) No later than October 30th of each Year this Agreement is in force, or a date as the Parties may agree in writing, OCWA will provide the Client with rolling six (6)-year recommendations for Major Maintenance Expenditures required for the long term

operation of the Facilities. The Client's written approval of the estimate or revised estimate, in the form set out in Schedule K, authorizes OCWA to incur the Major Maintenance Expenditures included in the estimate (the "Approved Major Maintenance Expenditures").

- (c) OCWA will invoice the Client for the Approved Major Maintenance Expenditures together with supporting documentation and the Client shall pay the invoice within thirty (30) days of the date of invoice.

Section 4.7 - Capital Projects

- (a) "Capital Projects" means changes and improvements to the Facilities which include the installation of new technology, improvements to the efficiency, performance and operation of the Facilities, replacement of major pieces of equipment, structural modifications to the Facilities and the construction and commissioning of new Facilities.
- (b) During the term of this Agreement, the Client may request OCWA to undertake Capital Projects for the Client. The terms and conditions of such Capital Projects including the fee shall be negotiated by OCWA and the Client.
- (c) OCWA and the Client agree that a shared savings program can be evaluated for shared expenditure and shared savings for both parties for system improvements during the term of the Agreement. If OCWA is investing, it is expected that the OCWA repayment be implemented before the shared savings program begins for both parties.
- (d) OCWA may provide pricing for Capital Projects under a lump sum amount or on a time and material basis.

Section 4.8 - Unexpected Expenses

- (a) "Unexpected Expenses" means unanticipated expenditures or additional costs due to supply chain issues or unexpected inflationary increases and include Major Maintenance Expenditures in addition to the Approved Major Maintenance Expenditures, that OCWA reasonably incurs in order to address a Change in Applicable Laws, any Uncontrollable Circumstance, any work required by regulatory order (e.g. MECP or MOL) or identified through an inspection (e.g. ESA, MECP, MOL) that is not solely the result of OCWA's negligence in performing the Services or any other emergency situation, together with the Service Fee.
- (b) In the event that OCWA is required to incur Unexpected Expenses, the prior approval of the Client with respect to those Unexpected Expenses will be required only if time permits. Within one (1) Business Day of incurring the Unexpected Expenses, the Client will be verbally notified. Within ten (10) days of incurring the Unexpected Expenses, OCWA will provide the Client with a report detailing the reasons the Unexpected Expenses were incurred.

- (c) Any Unexpected Expenses will be invoiced to the Client together with appropriate supporting documentation, and the Client shall pay the invoice within thirty (30) days of the date of the invoice.
- (d) In the event that OCWA is required to incur Unexpected Expenses, OCWA will not be required to obtain the prior approval of the Client for any Major Maintenance Expenditure item costing less than \$1,000.00.

Section 4.9 - Interest on Late Payments

- (a) **Monthly Payment of Annual Fee.** If the Client's monthly payment of the Annual Fee is not available in OCWA's designated bank account on the agreed to date of payment, OCWA will notify the Client that the funds were not available. Interest will be charged to the Client starting from the day after the payment was due in the account. Interest shall be paid at a rate determined by the Minister of Finance, from time to time, as payable on overdue accounts, in accordance with the Lieutenant Governor in Council under s.10(4) of the *Financial Administration Act*, R.S.O. 1990, c.F.12, plus any banking charges and an administrative fee.
- (b) **Other Invoices.** Invoices, other than for the monthly payment set out in Section 4.8(a) above, shall be paid no later than thirty (30) days from the date of the invoice and interest shall begin to accrue one (1) day after the payment is due.

Section 4.10 - Partial Payment of Disputed Invoices

If the Client disputes any portion of an invoice, the Client shall pay to OCWA the undisputed portion of the invoice by the due date set out herein and provide OCWA with written notice of such dispute by the due date. Failure to provide such written notice of any such dispute will act as a waiver of any defence or justification for failing to pay the full amount of the invoice by the due date. Within ten (10) days of resolution of the disputed amount, the Client shall pay to OCWA all amounts determined to be payable to OCWA, plus interest in accordance with Section 4.9(a).

Section 4.11 - Hydro Costs/Utility Costs

OCWA is not responsible for paying any Hydro/Utility Costs in respect of the Facilities. The Client shall pay all Hydro/Utility Costs.

Section 4.12 - Optional Services

- (a) If requested by the Client, OCWA may provide Optional Services to the Client by Change Order as set out in Schedule H, provided that the Client and OCWA agree in writing to the specific scope of work required.

- (b) Unless otherwise agreed to in writing, fees for Optional Services which OCWA agrees to provide to the Client shall be billed directly to the Client on a time and materials basis as described in Schedule D.
- (c) Once OCWA has agreed to provide Optional Services to the Client, the Optional Services shall be subject to the terms and conditions of this Agreement, with any necessary changes having been made.
- (d) The labour and mileage rates described in Schedule D will be reviewed annually by OCWA and may be subject to change.

Section 4.13 - Changes to the Agreement

- (a) A Change to the Agreement may be carried out after execution of this Agreement by Change Order. A Change Order shall be based upon agreement between the Parties and shall be reflected in a Change Order Form.
- (b) The Parties shall execute a Change Order Form, which shall be substantially in the form found in Schedule H which will state their agreement upon all of the following:
 - (i) the services to be provided;
 - (ii) fees for the services provided under the Change Order;
 - (iii) the extent of the adjustment to the maintenance and operating schedule, if any;
 - (iv) the extent of any adjustments to the Annual Price, if any; and
 - (v) all other effects that the change has on the provisions of this Agreement.

Section 4.14 – Chemical Costs

- (a) OCWA's initial Annual Price is calculated based upon an estimate of the annual cost of chemicals used in the operation of the facilities (the "Chemical Costs") as per Schedule H, (the "Current Annual Chemical Cost"). However, due to the uncertainty of chemical rates, the Chemical Costs shall be reviewed annually.
- (b) Notwithstanding Paragraph 4.2, OCWA shall review and report to the Client on a quarterly basis the actual charges paid by OCWA for chemicals used to operate the water treatment facility and on the estimate for the chemicals as set out in Schedule H. At the end of each calendar year, OCWA will determine the actual charges for providing the chemicals for the operation of the water treatment facility to the Client for that year. If the estimate paid by the Client for the year exceeds the actual charges, OCWA will pay the Client the difference (including the ten percent (10%) Service Fee on the difference) within thirty (30) days of OCWA making the determination. If the actual charges exceed the estimate paid by the Client, the Client shall pay OCWA the difference plus a ten percent (10%) Service Fee applied to the difference within thirty (30) days of OCWA notifying the Client in writing of the determination.

ARTICLE 5 - DISPUTE RESOLUTION

Section 5.1 - Mediation

- (a) If a dispute arises between the Client and OCWA which cannot be resolved within a reasonable time, then the issue shall be referred to a mediator.
- (b) The fees and expenses of the mediator shall be divided equally between the Parties.
- (c) Involvement in mediation is on a without prejudice basis and does not preclude and is not a bar to either Party pursuing whatever legal remedies may be available, including litigation.

ARTICLE 6 - TERMINATION

Section 6.1 - Termination of Agreement

- (a) At least six (6) calendar months before the expiry of the Current Term, the Client shall notify OCWA in writing whether it wishes to terminate or renew this Agreement at the end of the Current Term. However, OCWA reserves the right to decline to renew the Agreement by notifying the Client in writing of its decision to decline, within thirty (30) days of receipt of the Client's written request to renew.
- (b) During the Initial Term or any Renewal Term, this Agreement may only be terminated by either the Client or OCWA by giving at least thirty (30) days' notice in writing to the other Party if:
 - (i) there has been a material breach of the Agreement;
 - (ii) the Party complaining of the breach has given written notice of the breach to the other Party; and
 - (iii) the other Party does not correct the breach within thirty (30) days of receiving the notice.
- (c) If either Party disputes the existence of a breach or that the breach is material, then the dispute may be referred to mediation under Section 5.1 of this Agreement.

Section 6.2 - Early Termination

If this Agreement is terminated for any reason prior to the expiry of the Current Term, then the Client shall pay OCWA for all Services provided up to the date of termination, as well as any costs relating to the early termination, including but not limited to demobilization and severance costs (in accordance with the collective agreements between OCWA and its employees); the costs associated with the removal of remote monitoring and control systems installed by OCWA; the costs of cancelling agreements with suppliers and subcontractors; as well as any previously incurred Major Maintenance Expenditures, costs related to Capital Projects, Unexpected Expenses and Optional Services.

Section 6.3 - Inventory Count of Consumables/Supplies

OCWA and the Client will conduct an inventory count of consumables/supplies at the Facilities on the first day of the Initial Term or as soon as the Parties may agree. If OCWA no longer operates the Facilities at termination of this Agreement, OCWA shall either:

- (a) ensure that there is the same amount of consumables/supplies at the Facilities on the date of termination as there was on the first day of the Initial Term; or
- (b) reimburse the Client for any shortfall.

If the amount of consumables/supplies at the Facilities on the date of termination exceeds the amount on the first day of the Initial Term, the Client will either reimburse OCWA for any excess or OCWA may take possession of any excess, as OCWA may determine.

Section 6.4 - Final Settlement

If OCWA ceases to operate the Facilities, there shall be a final settlement of all accounts with respect to the Annual Price and any other expenses incurred by OCWA and amounts owing by or to the Client under this Agreement, no later than ninety (90) days after OCWA ceases to provide the Services or thirty (30) days after OCWA has provided the Client with a final invoice, whichever comes later.

Section 6.5 - Transfer of Operations

Upon the termination of this Agreement, OCWA will return the following to the Client:

- (a) OCWA will provide electronic PDF records of all electronic logbook entries and any hard copy logbooks, based on the applicable record retention requirements.
- (b) The original operations manuals that were provided by the Client to OCWA at the commencement of the Services with all updates to the expiry date of the Agreement.
- (c) A list of emergency phone numbers from the contingency plan binders used by OCWA staff in respect of the Facilities.

- (d) Maintenance and repair summary of equipment at the Facilities in electronic format including the Facility identifier or name, order number, description and log comments.
- (e) Summary of equipment registry data will be transferred in Excel format including the following data fields including the 10-digit equipment number, description, and, if available, manufacture, model, serial, specification data, and purchase or install date.
- (f) OCWA will provide standard Operational Plan(s) paid for or provided by the Client, however, OCWA does not provide any processes to the Client with regard to the operation and maintenance of the Facility upon transfer of operations. OCWA disclaims any and all liability regarding the use of any standard written documentation after termination or expiration of the Agreement.

Section 6.6 - Restrictions on Recruitment of OCWA's Employees

During the term of this Agreement and for one (1) year following the termination of this Agreement, the Client and OCWA shall not solicit or recruit any employee(s) from each other , nor induce any employee(s) of each other to leave his or her employ to work for the other Party, unless mutually agreed to in writing by the Client and OCWA.

ARTICLE 7 – GENERAL

Section 7.1 – Ownership of Technology

The Client acknowledges and agrees that in providing the Services, OCWA may utilize certain technology developed by or for OCWA, for example, OCWA's WMMS, Outpost 5 and/or PDM (the "Technology"). The Client further agrees that use of the Technology by OCWA with respect to the Facilities does not in any way give the Client any ownership or licensing rights in or to the Intellectual Property Rights to the Technology unless otherwise agreed to in writing between the Parties. For greater certainty, nothing in this Section 7.1 shall be interpreted as requiring OCWA to provide the Client with the Technology and any upgrades or other similar technology in respect of the Facilities as part of the Annual Price.

Section 7.2 – Agreement to Govern

If there is any inconsistency between the main body of this Agreement and any Schedule to this Agreement, then the provision in the main body of this Agreement shall govern.

Section 7.3 – Entire Agreement

This Agreement constitutes the entire agreement between the Client and OCWA with respect to the subject matter hereof and cancels and supersedes any prior understandings, undertakings, representations, warranties, terms, conditions and agreements, whether collateral, express, implied or statutory, between the Client and OCWA with respect thereto.

Section 7.4 – Amendments and Waivers

No amendment to this Agreement will be valid or binding unless it is in writing and duly executed by both of the Parties hereto. No waiver of any breach of any provision of this Agreement will be effective or binding unless it is in writing and signed by the Party purporting to give such waiver and, unless otherwise provided, will be limited to the specific breach waived.

Section 7.5 – Successors and Assigns

This Agreement shall operate to the benefit of and be binding upon, the Parties hereto and their successors and assigns. This Agreement may be assigned in the discretion of either Party.

Section 7.6 – Survival

All outstanding payment obligations, and the confidentiality obligation under Section 7.11, shall survive indefinitely the termination of this Agreement.

Section 7.7 – Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else in this Agreement shall continue in full force and effect.

Section 7.8 – Notices

- (11) All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to be properly given if hand-delivered, sent by email, sent by confirmed facsimile or by registered mail postage prepaid, return receipt requested, or by courier, to the Parties at their respective addresses as set forth below, or to such other addresses as the Parties may advise by like notice. Such notices if sent by email, facsimile, registered mail or courier shall be deemed to have been given when received.

- | | | |
|------|-------------------|---|
| (i) | if to the Client: | Township of Sables-Spanish Rivers
11 Birch Lake Road
Massey, ON P0P 1P0
Telephone: (705) 865-2646
Fax: (705) 865-2736
Attention: Clerk/Administrator |
| (ii) | if to OCWA: | Ontario Clean Water Agency
Espanola Hub Office
148 Fleming Street, Suite 5
Espanola, ON P5E 1R8
Telephone: (705) 869-5578
Fax: (705) 869-4374
Attention: Operations Manager |

- (b) A Party to this Agreement may change its address for the purpose of this Section by giving the other Party notice of such change of address in the manner provided in this Section.

Section 7.9 - Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

Section 7.10 - Freedom of Information

The Parties understand that this Agreement and any materials or information provided to OCWA through the performance of the Services may be subject to disclosure under the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31, as amended, or as otherwise required by law.

Section 7.11 - Confidentiality

The Parties shall strictly maintain confidential and secure all material and information provided, directly or indirectly, by the other Party pursuant to this Agreement. Subject to relevant legislation related to freedom of information or the protection of privacy and any other laws, neither Party shall directly or indirectly disclose to any person, either during or following the term of this Agreement, any such material or information provided to it by the other Party without first obtaining the written consent of the Party who provided such material or information, allowing such disclosure.

Section 7.12 - Change in Circumstance

- (a) In the event that there is a change in circumstances or condition that is not covered under the terms of this Agreement, such as supply chain disruptions, global and national economic turbulence including, without limitation, a Change in Applicable Laws or change in the scope of services provided (a “Change in Circumstance”), then the Party asserting the occurrence of such Change in Circumstance shall give written notice to the other Party, and the written notice shall contain:
 - (i) details of the Change in Circumstance;
 - (ii) details of the inadequacy of this Agreement; and
 - (iii) a proposal for an amending agreement to remedy the Change in Circumstance.

- (b) The Parties shall negotiate in good faith any amendments to this Agreement necessary to give effect to or comply with the Change, including any adjustments to the Annual Price or the Services to be provided, which shall be effected as of the date of the Change. If the Parties dispute the existence of a Change, or the recommendation proposed to rectify the Change or the terms and provisions of any amendment to the Agreement, then either Party may refer the dispute to mediation under Article 5, Dispute Resolution.

IN WITNESS WHEREOF the Parties have duly executed this Agreement.

ONTARIO CLEAN WATER AGENCY

Date of Signing

By: _____
(Authorized Signing Officer)
Jeff St. Pierre, Vice President Operations (A)

Date of Signing

By: _____
(Authorized Signing Officer)
Natalie Peers, Vice President
Finance and Corporate Services

**THE CORPORATION OF THE TOWNSHIP
OF SABLES-SPANISH RIVERS**

Date of Signing

By: _____
(Authorized Signing Officer)
Kevin Burke, Mayor

Date of Signing

By: _____
(Authorized Signing Officer)
Anne Whelan, Clerk/Administrator

SCHEDULE A - The Facilities

Part 1. Description of the Facilities

For the purposes of this Agreement, the description of the Facilities is set out in the following document(s):

Massey Water Treatment Plant and Water Tower

Municipal Drinking Water Licence No.: 215-101 Issue: 4

DWL Issue Date: March 18, 2021

Drinking Water Works Permit Number: 215-201, Issue: 3

DWWP Issue Date: March 18, 2021

Address:

815 Imperial Street North

Massey, ON

Sables-Spanish Rivers Township, District of Sudbury

Latitude: 46.22302

Longitude: 82.07649

Massey Water Treatment Plant

Proprietary high rate sedimentation treatment unit, rated at 1500 m³/d and housed in the water treatment building, consisting of coagulation, ballasted sand flocculation and sedimentation in a high rate (31 m³/m²/h) plate sedimentation tank, two cell dual media filter, microsand injection and recirculation systems, hydrocyclones for sludge/sand separation and backwash pumps and air blowers;

Five chemical dosing systems:

- a pH adjustment with two (one duty and one standby) metering pumps each rated at 1.2 L/hr and one 200 L chemical storage tank;
- alkali adjustment with two (one duty and one standby) metering pumps each rated at 1.92 L/hr and one 200 L chemical storage tank;
- polymer adjustment with two (one duty and one standby) metering pumps each rated at 17.0 L/hr and one 454 L chemical storage tank and one 68 L auxiliary tank;
- sodium hypochlorite addition with two (one duty and one standby) metering pumps each rated at 6.0 L/hr and one 750 L chemical storage tank;
- aluminium sulphate addition with two (one duty and one standby) metering pumps each rated at 12.0 L/hr and one 2075 L chemical storage tank,

one deep clear well with four pumps, two vertical turbine high lift pumps each rated at 17.4 L/s at a T.D.H. of 47 m and two vertical turbine backwash pumps each rated at 2.1 m³/min at a T.D.H. of 15 m;

one deep waste holding tank, one sludge thickening tank and two sludge pumps, one duty and one standby, each rated at 7.0 L/s at a T.D.H. of 4.0 m,

including a laboratory/office, washroom, associated yard and station piping, valves , meters, heating, electrical and control systems.

Massey Water Distribution System

Water Distribution System - the network of underground water distribution pipes, water tower main valves and hydrants in Massey within the Township of Sables-Spanish Rivers.

Webbwood Library/Seniors Centre Water Treatment System

116 Main Street
Webbwood, ON

Walford Community Centre Water Treatment System

402 Hwy 17 West
Walford, ON

Webbwood Wastewater Facility and Collection System

Environmental Compliance Approval No. 2601-5R8PGN
CofA Issue Date: September 30, 2003

Location:

Webbwood Wastewater Lagoon and Pumping Stations

Waste stabilization pond located at 25 Beaudoin Road, Webbwood, ON. More specifically is located at Lot 9, Concession VI, Township of Hallam, Parcels 24914 & 25737, Registered Plan 53R 5751 Part 1 and Registered Plan 53R6297, Part 1.

Latitude: 46.27166

Longitude: 81.90271

Sewage Pumping Station is located at 16 George Street at the corner of Minto Street, Webbwood, ON. More specifically is located on Parcels 25581 & 26219, Part of Registered Plan 53R5986, Part 1, Registered Plan 53R7623, Parts 1 & 2 in Lot 7, Concession VI Hallam Twp.

Sewage Collection System comprises of sewers on Young Street, Main Street, Algoma Street, Minto Street, First, Second and Third Streets, George Street, Nelson Street, Mary Street, Centre Street, Sims Street and O'Neil Street. Sewers are also located on laneways connecting these streets. More specifically is located on various streets in the town of Webbwood as indicated above falling within Lots 7 & 8, Concession VI, Hallam Twp.

Webbwood Wastewater Lagoon and Collection System

A ten acre (10) waste stabilization pond (lagoon) constructed in one cell, with an outfall to Birch Creek, a tributary of the Spanish River, a sludge transfer facility at the lagoon site, a sewage pumping station on George Street equipped with two submersible pumps and a diesel generator set in the attached building along with all appurtenances and controls, a forcemain from the pumping station to the waste stabilization pond and the sewage collection system serving the Town of Webbwood.

SCHEDULE B - Definitions

In this Agreement, the following terms are defined below or in the section in which they first appear:

“Agreement” means this agreement together with Schedules A, B, C, D, E, F, G, H and I attached hereto and all amendments made hereto by written agreement between OCWA and the Client.

“Annual Price” is defined in Section 1 under Schedule D of this Agreement.

“Applicable Laws” means any and all statutes, by-laws, regulations, permits, approvals, standards, guidelines, certificates of approval, licences, judgments, orders, injunctions, authorizations, directives, whether federal, provincial or municipal including, but not limited to all laws relating to occupational health and safety matters, fire prevention and protection, health protection and promotion, land use planning, environment, Building Code, or workers’ compensation matters and includes Environmental Laws.

“Approved Major Maintenance Expenditures” is defined in Paragraph 4.6(b) of this Agreement. “Asset(s)” is defined in Schedule A.

“Authorizations” means any by-laws, licences, certificates of approval, permits, consents and other authorizations or approvals required under Applicable Laws from time to time in order to operate the Facilities.

“Authorized Representative(s)” is defined in Section 2.4 of this Agreement.

“Business Day” means a day other than a Saturday, Sunday or statutory holiday in Ontario.

“Business Hours” means the hours between 8:00 a.m. and 4:00 p.m. on a Business Day.

“Capital Projects” is defined in Section 4.7(a) of this Agreement.

“Change in Applicable Laws” means the enactment, adoption, promulgation, modification, issuance, repeal or amendment of any Applicable Laws that occur after the date this Agreement is executed by both Parties.

“Change Order” means the document shown in Schedule H describing the changes to the Agreement agreed to by both parties.

“Chemical Costs” is defined in Section 4.14(a).

“Claim” means any claim, fine, penalty, liability, damages, loss and judgments (including but not limited to, costs and expenses incidental thereto).

“Consolidated Linear Infrastructure” or **“CLI”** means the consolidation of (1) all of a Client’s sewage works into a single ECA or (2) all of a Client’s stormwater management works into a single ECA.

“CPI Adjustment” means the percentage difference between the Statistics Canada Consumer Price Index, All Items (Ontario) (“CPI”) during July of the previous Year as compared to the CPI of July of the current Year.

“Current Annual Chemical Cost” is defined in Section 4.14(a).

“Current Term” is defined in Paragraph 4(c) under Schedule D of this Agreement.

“Crown” means His Majesty the King in Right of Ontario.

“Drinking Water Quality Management Standard (DWQMS)” means the standard that sets out the minimum requirements for the operation of a drinking water system.

“Effective Date” is defined on Page 1 of this Agreement.

“Environmental Compliance Approval” or **“ECA”** is defined in Schedule A.

“Environmental Laws” means, any and all statutes, by-laws, regulations, permits, approvals, certificates of approval, licences, judgments, orders, judicial decisions, injunctions, and authorizations related to environmental matters or occupational health and safety and which are applicable to the operation of water and wastewater treatment facilities.

“ESA” means the Electrical Safety Authority.

“Facilities” is defined in Paragraph (b) of the Recitals to this Agreement and further described in Schedule A.

“Hydro Costs” means hydroelectricity costs due to the operation and maintenance of the Facilities.

“Indemnification Process” means the procedures a Party is required to follow to obtain indemnification:

- (a) upon receipt of a Claim, or notice of claim, the Indemnified Party shall immediately forward such Claim or notice of Claim to the Indemnifying Party;
- (b) if requested by the Indemnifying Party, the Indemnified Party shall provide all documentation relating to the Claim or notice of Claim;
- (c) the Indemnified Party shall take such steps necessary to protect its right to defend such Claim or notice of Claim and shall assign such right to the Indemnifying Party including any subrogation rights;

- (d) the Indemnifying Party shall not settle any Claim, or notice of Claim without the prior written consent of the Indemnified Party; and
- (e) the Indemnified Party shall have the right to take-over the defence of any Claim, or notice of Claim and the Indemnifying Party shall fully co-operate with such action.

“Indemnified Parties” is defined in Paragraph 3.3(a) of this Agreement.

“Indemnifying Party” means the Party responsible for dealing with any Claims and paying out any Claims.

“Initial Term” is defined in Section 4.1 of this Agreement.

“Insurable Value” is the value of the Facility(ies) based on replacement cost as described in Schedule E and submitted by June 1st in advance of the next year.

“Insurance” is defined in Paragraph 2.7(a) and further described in Schedule E.

“Intellectual Property Rights” means any copyright, trademark, patent, registered design, design right, topography right, service mark, application to register any of the aforementioned rights, trade secret, rights in unpatented know-how, right of confidence and any other intellectual or industrial property rights of any nature whatsoever in any part of the world.

“Locate (s)” means the identification and marking on the ground the location of the Client’s core underground water and wastewater infrastructure at the Facility, made with regard to a proposed excavation or dig and based on a written document containing information respecting the location of Client’s underground infrastructure provided by the Client and relied upon by OCWA. See Schedule D for financial charges

“Major Maintenance Expenditures” is defined in Paragraph 4.6(a) of this Agreement.

“MECP” means the (Ontario) Ministry of the Environment, Conservation and Parks.

“MOL” means the (Ontario) Ministry of Labour.

“Natural Gas Costs” is defined in Section 4.14(a).

“OHSA” means the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1.

“Operational Plan(s)” means standard written documentation developed to establish policy and objectives with regard to quality.

“Optional Services” means any services not included in the Annual Price that the Client and OCWA agree in writing to designate as “Optional Services” subject to Section 4.12.

“Outpost 5” means a remote monitoring and control system designed and constructed by OCWA and its consultants for the purpose of monitoring and controlling processes at water treatment facilities and their related parts.

“Overall Responsible Operator” means the person who will act as the overall responsible operator pursuant to Section 23 of O. Reg. 128/04 under the *Safe Drinking Water Act, 2002* (the “SDWA”) and Section 15 of O. Reg. 129/04 under the *Ontario Water Resources Act* (the “OWRA”) in respect of the Facilities.

“OWRA” means the *Ontario Water Resources Act*, R.S.O. 1990.

“Parties” is defined in Paragraph (d) of the Recitals to the Agreement.

“PDM” or **“Process Data Management”** means technology that allows process data to be entered into a format that can be viewed, manipulated and retrieved in the form of customized reports.

“PLC” means Programmable Logic Controller

“Pre-existing Condition” is defined in Section 2.5 of this Agreement.

“Renewal Term” is defined in Section 4.1 of this Agreement.

“Routine Maintenance” means regular and/or repetitive activities recommended by the equipment or facility manufacturer or practices of a prudent operator to maintain the reasonably expected service life of the equipment and components thereof and includes preventative maintenance.

“SCADA” means Supervisory Control and Data Acquisition.

“SDWA” means the *Safe Drinking Water Act, 2002*, S.O. 2002 c.32.

“Service Fee” is defined and described in Schedule D.

“Services” is defined in Section 2.1 of this Agreement.

“Technology” is defined in Section 7.1 of this Agreement.

“Uncontrollable Circumstance” is defined in Paragraph 2.2(c) of this Agreement.

“Unexpected Expenses” is defined in Paragraph 4.8(a) of this Agreement.

“Utility Costs” means the costs of natural gas used in the operation of the Facilities.

“WMMS” or **“Work Management Maintenance System”** means a computer program used to determine a program of preventive maintenance activities for equipment in a facility based on a risk analysis that considers factors such as equipment life expectancy, present value and replacement cost.

“Year” means the three hundred and sixty-five (365) day period from January 1 to December 31 of the calendar year.

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SCHEDULE C - The Services

Part 1 - Services included in the Annual Price

OCWA will provide the following services:

1. **Staffing**

- (a) certified operator(s) to attend at the Facilities as required under normal operating conditions on Business Days and during Business Hours and supply other personnel as may be necessary to operate, maintain and manage the Facilities under normal operating conditions in compliance with the requirements of Applicable Laws, terms of an Agreement, including management, operation, routine maintenance, administration and reporting;
- (b) supply a certified operator(s), who will be on call 24 hours per day, 365 days per year to respond to emergency conditions in respect of the operation of the Facilities, any such response to be charged to the Client in accordance with Schedule D herein or by way of an annual set amount;
- (c) provide all necessary training and continuing education for staff to ensure the continued operation of the Facilities, in accordance with all Applicable Laws;
- (d) provide an Overall Responsible Operator for the Facilities.

2. **Reporting and Meetings**

- (a) prepare and submit all reports to the Client and the MECP respecting the operation and maintenance of the Facilities as required by the MECP or any other regulatory agency or body having jurisdiction at the time of the Agreement;
- (b) review any inspection reports prepared by the MECP in respect of the Facilities and, subject to any approvals of the Client, either correct or negotiate with the MECP amendments to a deficiency;
- (c) report to the Client and the MECP non-compliance with a regulatory requirement;
- (d) maintain Drinking Water Quality Management System plan;
- (e) provide monthly maintenance reports;
- (f) in-person operational meetings with the Client on a monthly basis during Business Hours, or as required. The meetings should include a Client representative and an OCWA representative, that may include the Senior Operations Manager, Process Compliance Technician (as may be available) and any other Parties' representatives as may be required.

3. Operations Manuals

- (a) recommend to the Client, any section in the operating manuals that should be modified/changed to ensure that the operating manuals reflect the actual or revised approach to operating the Facilities; which recommendations may require third party assistance.

4. Initial Inventory

- (a) develop and maintain an inventory of the Client's original equipment tools and attractables in place as of the effective date of the Agreement;
- (b) develop inventory of critical spare parts.

5. Change In Laws

- (a) notify the Client of any modifications or changes to the Services or the Facilities required to comply with any Change in Laws and subject to Client approval make the required modifications or changes at an additional cost.

6. Facility Emergency Preparedness

- (a) prepare and revise, as necessary, an Emergency Plan for the Facilities consistent with the requirements of the Applicable Laws and the Client's Emergency Plans;
- (b) establish procedures for managing foreseeable emergencies or abnormal conditions affecting the Facilities.

7. General

- (a) good housekeeping to maintain a safe work environment;
- (b) provide security at the Facilities by maintaining the existing fences and gates and locking same and notifying the Client of the need for any repairs;
- (c) provide mobile communications services.

8. Routine Operations & Maintenance

A. Services for Water Treatment Plant and Water Distribution System

- (a) in providing routine operation of the Facilities, OCWA will conduct:
- (i) visual inspection of all buildings, equipment and Facilities insofar as can be observed while these are in service;
 - (ii) instrumentation cleaning, verification of meters;
 - (iii) sampling and/or on-site analysis;
 - (iv) sample collection, preservation, packing and shipment for off-site analyses as required by Applicable Laws at the time of the commencement of this Agreement;
 - (v) laboratory sampling, analysis and reports as required by Applicable Laws at the time of the commencement of this Agreement;
 - (vi) coordination of chemical supply with chemical vendors;
 - (vii) checks and responses to alarms during Business Hours;
 - (viii) inspection of process control equipment to ensure proper operation of disinfection system, pumps, valves, chemicals system;
 - (ix) detection of significant water loss based on monitoring of flow readings and water tower for levels and pressures;
 - (x) maintenance of daily on-site logs and records, including process control log sheets, laboratory data log sheets, bypass reports and routine checklists as required by Applicable Laws;
 - (xi) consolidation and processing of OCWA's internal operational data forms for statistical input into a reporting system for the annual report;
 - (xii) recording and analysis of flows, chemicals used, residuals and other process readings as required;
 - (xiii) utilize Client's SCADA system (if applicable) for trending review and reporting, gap analysis, testing, and compliance;
 - (xiv) before October 30th (as per agreement 4.6(b)), prepare a report outlining the foreseeable Major Maintenance Expenditures and Capital Projects required for the Facilities, complete with cost estimates for the Client's budgeting purposes;
 - (xv) maintenance of vehicle(s) used in providing the services, including fuel and any other operating costs associated with such vehicle(s);
 - (xvi) operation of the water tower;
 - (xvii) monthly visual intake inspection, as required.

- (b) perform Routine Maintenance on the equipment used in the operation of the Facilities as specified in the maintenance management system including mechanical, electrical, HVAC, instrumentation and communication;
- (c) utilize a maintenance management system which shall record information related to the maintenance of the Facilities.

B. Services for Wastewater Lagoon and Collection System

- (a) in providing routine operation of the Facilities, OCWA will conduct:
 - (i) visual inspection of all buildings, equipment and Facilities insofar as can be observed while these are in service;
 - (ii) instrumentation cleaning, verification of meters;
 - (iii) sampling and/or on-site analysis;
 - (iv) sample collection, preservation, packing and shipment for off-site analysis as required by Applicable Laws at the time of the commencement of this Agreement;
 - (v) laboratory sampling, analysis and reports as required by Applicable Laws at the time of the commencement of this Agreement;
 - (vi) coordination of chemical supply with chemical vendors;
 - (vii) checks and response to alarms during Business Hours;
 - (viii) inspection of process control equipment to ensure proper operation of pumps, and valves;
 - (ix) maintenance of daily on-site logs and records, including process control log sheets, laboratory data log sheets, bypass reports and routine checklists as required by Applicable Laws;
 - (x) consolidation and processing of OCWA's internal operational data forms for statistical input into a reporting system for the annual report;
 - (xi) visual inspection of lagoon to monitor levels and conditions and inspect berms for erosion;
 - (xii) recording and analysis of flows, chemicals used, residuals and other process readings as required;
 - (xiii) monitor and adjust dosages of process chemicals;
 - (xiv) batch dosing with boat and seasonal discharges;
 - (xv) before October 30th (as per agreement 4.6(b)), prepare a report outlining the foreseeable Major Maintenance Expenditures and Capital Projects required for the Facilities, complete with cost estimates for the Client's budgeting purposes;
 - (xvi) maintenance of vehicle(s) used in providing the services, including fuel and any other operating costs associated with such vehicle(s);
 - (xvii) removal of grit and screening;

- (xviii) clean valve chambers and exercise valves;
- (xix) manhole inspections on an annual/rotating basis.
- (b) perform routine preventive maintenance on the equipment used in the operation of the Facilities as specified in the maintenance management system including mechanical, electrical, instrumentation and communication;
- (c) implement and utilize a maintenance management system which shall record information related to the maintenance of the Facilities.

Part 2 - Optional Services (To Be Provided at the Request of the Client)

OCWA may provide additional services to the Client including but not limited to the Optional Services set out below:

1. Operation Related Services

- (a) operation manual updates;
- (b) water meter installation/replacement/reading;
- (c) water service disconnect and reconnect;
- (d) new water service installation or connection inspection;
- (e) well cameraing/well level monitoring;
- (f) clearwell cleaning;
- (g) back flow prevention measures.
- (h) maintenance and repair of sewage collection system, including but not limited to, smoke/dye testing, manhole inspections, rodding, CCTV inspections, and tree root removal/treatments;
- (i) sewer system locates as set out by applicable legislation and Ontario One Call;
- (j) new sewer service installation or connection inspection;
- (k) contract repair for sewer line breaks including road restoration;
- (l) inspection of repaired sewer services;
- (m) inspect and flush sanitary collection system, including sewers, manholes and clean outs;
- (n) high pressure sewer flushing;
- (o) acoustic pipe inspection;
- (p) infiltration surveys, sewer cameraing;
- (q) adjust and leveling manholes;
- (r) biosolids removal from lagoon;
- (s) lagoon depth monitoring;
- (t) odour control system;
- (u) external grounds maintenance and snow cleaning at the facilities;
- (v) costs for any Ultra Violet (UV) bulbs.

2. Capital Projects Plans

- (a) prepare a detailed Capital Projects Plan for the facility(ies).

3. Watermain Services

- (a) water infrastructure Locates;
- (b) contract repair for watermain breaks including road restoration;
- (c) inspection of repaired water pipes;
- (d) thawing water pipes;
- (e) new watermain conditioning;
- (f) watermain swabbing;
- (g) exercising secondary valves;
- (h) leak detection;
- (i) chamber inspections, monitoring;
- (j) main distribution shut-off valves exercising annually.

4. Engineering Services

- (a) engineering services;
- (b) energy audits;
- (c) water tower painting and repair;
- (d) provide assistance and/or complete applicable funding applications;
- (e) initial condition inspection;
- (f) financial plans for water infrastructure.

5. Hydrant Services

- (a) hydrant flow testing;
- (b) hydrant repairs;
- (c) painting hydrants;
- (d) semi-annual flushing, opening, exercising and winterizing of water hydrants annually.

6. Information Technology Services

- (a) SCADA development and maintenance.

SCHEDULE E - Insurance

A summary of the insurance coverage that OCWA will arrange in respect of the facilities is described below:

Property Insurance

Insured Perils: All Risks of direct physical loss or damage (including Flood and Earthquake) occurring during the term of this policy, except as hereinafter excluded.

Policy Limits:

- Replacement Value
- Extra expenses
- Expediting expenses

Insurable Values: Please report Facilities' value based on Replacement Cost. (Subject to Annual Review by the Client.)

It is Client's responsibility to provide the Insurable Value of the Facility in writing to OCWA by June 1st of each of year of this Agreement.

Deductibles: Earthquake – *Scheduled Facilities and Locations in Earthquake Zones*

Up to 3% of the value of the property insured subject to a minimum of \$100,000

Flood – *Facilities and Locations in 100 year Flood Zones*
2% of the value of the property insured, subject to a minimum amount of \$100,000.

Flood - *All Other Facilities*
Up to 2% of the value of the property insured, subject to a minimum amount of \$600,000.

Water Damage – Up to \$130,000

Sewer back-up – Up to 2% of the value of the property insured, subject to a minimum amount of \$100,000.

Portable Generators – 3% of the value of the property insured, subject to a minimum amount of \$25,000.

Installations, Hook Liability or Portable Water Treatment Facility - \$27,500.

Testing & Commissioning - \$27,500

All Other Losses: \$13,500.00

<u>Deductible for 2025</u>	<u>Facility & Location Insurable Value</u>
\$13,500	With total value up to \$10,000,000
\$14,500	With total value from \$10,000,000 and at or under \$25,000,000
\$19,500	With total value over \$25,000,000 and at or under \$75,000,000
\$50,000	with total value over \$75,000,000

The above is subject to change on an annual basis.

Where the Client's property is repaired or replaced, the Client will pay the deductible. Where OCWA's property is repaired or replaced, OCWA will pay the deductible. In cases where both the Client's and OCWA's property is repaired or replaced, the deductible will be paid by both the Client and OCWA *pro rata* in accordance with the total loss.

Property Insured: Property of every kind and description as declared except as excluded under the "Property Excluded" section of the policy.

Boiler & Machinery Insurance

Coverage: Sudden & Accidental Breakdown of a Pressure, Mechanical, Electrical Object including Production Machinery as defined under the policy. Coverage applies to the loss of the "Object" itself and for loss to other insured property directly damaged by the "Accident", except as excluded under the policy.

Limit: **Maximum** \$100,000,000 per Accident.

Deductibles: \$5,000 for Property Damage per Accident for the year 2025; subject to changes on an annual basis.

Where the Client's property is repaired or replaced, the Client will pay the deductible. Where OCWA's property is repaired or replaced, OCWA will pay the deductible. In cases where both the Client's and OCWA's property is repaired or replaced, the deductible will be paid by both the Client and OCWA *pro rata* in accordance with the total loss.

Automobile Insurance

Coverage: Automobile Liability for OCWA owned or leased vehicles.

Limit: \$5,000,000 per Occurrence

Commercial General Liability Insurance

Coverage: Third party liability including legal fees, for property damage and/or bodily injury as caused by OCWA's negligence arising out of OCWA's operations of the Facilities.

Limit: \$5,000,000 per Occurrence.

Deductible: \$50,000 for the year 2025; subject to change on an annual basis.

Contractor's Pollution Liability

Coverage: Contractor's Pollution liability covering third party property damage and bodily injury and clean up costs for pollution conditions arising out of the performance of the services provided by OCWA.

Limit: \$10,000,000 per loss on a Claims Made basis with automatic, extended reporting periods for Pollution Liability. \$10,000,000 aggregate.

Deductible: \$50,000 for the year 2025; subject to change on an annual basis.

Professional Liability Insurance

Coverage: To pay on behalf of OCWA sums which OCWA shall become legally obligated to pay as damages and/or claims expense as a result of claims made first against OCWA, and reported to the insurer, in writing during the policy period, automatic extended reporting period (90 days), and by reason of any negligent act, error or omission in professional services rendered or that should have been rendered by OCWA, or by any person for whose negligent acts errors or omissions OCWA is legally responsible, and arising out of the conduct of OCWA's profession.

Limit: \$5,000,000 per loss on a Claim Made basis for Professional Liability Insurance and including a \$5,000,000 Aggregate.

Deductible: \$50,000 for the year 2025; subject to change on an annual basis.

SCHEDULE F - List of Pre-Existing Conditions

As per Paragraph 3.1(e) of this Agreement, the following Pre-existing Conditions have been identified:

None

DRAFT

[illegible]

Cost Breakdown for Change in Services			
Item	Quantity	One-time Cost	Annual Cost
	Total Cost:		

SCHEDULE I - Expenditure Request and Approval to Proceed

Hub Name
 Hub Address
 City, ON Code
 Phone: XXX-XXX-XXXX Fax: XXX-XXX-XXXX

PART 1

Facility Name:			
Project Name:			
Project Number:		Estimated Project Start Date:	
Total Estimated Cost of the Project:	\$	Detailed Quote Attached:	<input type="checkbox"/> Yes <input type="checkbox"/> No

It is recognized that this is a budget estimate and the final price may vary. OCWA will provide additional justification where the final invoice price varies from the estimate by more than 30% of the total estimate.

Type of Project:

- ☐ Maintenance Project
 ☐ Out of Scope Work
 ☐ Contingency
 ☐ Emergency
☐ Health & Safety

Description of Project or Expenditure:**Submission Prepared By:**

Name (Print)	Signature	Date

Authorized Representative for the Municipality

PART 2**Approval to Proceed:**

☐ Approved
 ☐ Declined
 ☐ Deferred
 Reason if Declined or Deferred

The Ontario Clean Water Agency is authorized to proceed with the project/expenditure according to the description and cost estimate provided above. This may include but not limited to the hiring of sub-contractors, consulting firms, etc. as required. The Municipality agrees to pay OCWA the costs associated with this work upon its completion based on the terms of the Municipality's agreement with OCWA.

Approved By:

Name (Print)	Signature	Date

Authorized Representative for the Municipality

PART 3

OCWA Internal Use Only:			
Client PO / Project #:		Date:	
Project Start Date:		Project Completion Date:	
OCWA Invoice #		Date:	
OCWA Account Code:		OCWA Work Order #	

Township of Sables-Spanish Rivers

COUNCIL REPORT



COUNCIL MEETING: November 13, 2024
AGENDA GROUP: D
DEPARTMENT: Medical Clinic
AUTHOR: Anne Whalen
SUBJECT: NOSM Recruitment Event

BACKGROUND:

There is an opportunity to attend a NOSM Recruitment Event on November 14th, 2024 in Sudbury at the University. Residents are not required to attend an event like this so there is no guarantee of high attendance. To try to mitigate this concern, the University has been working to get a sense of the Residents’ interest and desire to attend. The co-chiefs have been very supportive and surveyed their colleagues – at this point 22 of the Sudbury campus Residents (about half) have said they would like to attend an event like this.

A booth is \$200 to secure a spot. The Clinic Manager, Dr. Cherian and Mayor Burke will attend to try and promote our clinic and the township. Hopefully this will attract a graduate from the program to our facility.

RELATED POLICY:

n/a

STRATEGIC PLAN:

Goal – Quality of Life
Strategic Direction – ensure the services at the Massey Medical Clinic meet the needs of the community
Action Item – continue active recruitment of doctors

BUDGET IMPLICATION:

n/a

RECOMMENDATION(S)/OPTIONS:

BE IT RESOLVED THAT the Mayor be authorized to attend the NOSM Recruitment event to be held on November 14th, 2024 at the University in Sudbury;
AND THAT expenses be paid.

ATTACHMENTS:

none

WALFORD COMMUNITY CENTRE BOARD

REGULAR MEETING

October 24, 2024

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

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

Motion No. 2024-22

Moved by: Robert Hopkins

Seconded by: Theresa Minten

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

CARRIED

Motion No. 2024-23

Moved by: Theresa Minten

Seconded by: Jean Wuorinen

BE IT RESOLVED THAT the minutes be approved as read.

CARRIED

Motion No. 2024-24

Moved by: Ellen Phillips

Seconded by: Theresa Minten

BE IT RESOLVED THAT the WCCB waive the rental for the night of November 30, 2024 for the TSSR Fire Dept Appreciation Night.

CARRIED

Motion No. 2024-25

Moved by: Theresa Minten

Seconded by: Jean Wuorinen

BE IT RESOLVED THAT we reimburse the Walford Community Clubg for the kitchen fridge repair (control kit) of \$550.88 (WH03).

CARRIED

Motion No. 2024-26

Moved by: Theresa Minten

Seconded by: Ellen Phillips

BE IT RESOLVED THAT we reimburse Cheryl for keys, dinner forks, pickle forks, tongs, drain kit, and vacuum cleaner bags for a total of \$215. 74. (WH04)

CARRIED

Motion No. 2024-27

Moved by: Jean Wuorinen

Seconded by: Theresa Minten

BE IT RESOLVED THAT we give Fred Gagan a \$25 Tim Horton's gift card for his help with the air conditioner stand and transporting the supplies.

CARRIED

Motion No. 2024-28

Moved by: Robert Hopkins

Seconded by: Ellen Phillips

BE IT RESOLVED THAT the meeting be adjourned until the call of the chair or January 16, 2025.

CARRIED

Meeting Discussions:

- Rep from WCCB at Township talks - Nov 7 7-9 pm at the Webbwood Eagles
- Rink Caretaker Ad has been posted

News from Clubs:

Anglers and Hunters - new president and vice president

Firefighters - concerns with new lighting over fire door and inside firehall - Cheryl will talk to township

Community Club - Bazaar, Rink Caretaker, Children's Hallowe'en party

Seniors' - no report

CWL - will be holding a pancake breakfast in February

Upcoming events:

- Oct 25 & 26- Haunted Trail
- Oct 27 - Children's Hallowe'en Party
- Nov 7 - Township Talks
- Nov 16 - Bazaar
- Nov 30 - TSSR Firefighter's Appreciation Night
- Dec 6 - Christmas in Massey
- Dec 7 & 8 - Journey to Bethlehem
- Feb 21, 22 & 23 - Township Winter Carnival

SECRETARY

CHAIRPERSON

Township of Sables-Spanish Rivers

COUNCIL REPORT



COUNCIL MEETING: November 13, 2024
AGENDA GROUP: E
DEPARTMENT: Parks & Recreation
AUTHOR: Anne Whalen
SUBJECT: Flower Basket Tenders

BACKGROUND:

A Request for Proposal was sent out for the 2025 Supply & Delivery of flowers for the community baskets. Only one response was received.

RELATED POLICY:

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

STRATEGIC PLAN:

Goal – Community Aesthetics
Strategic Direction – n/a
Action Item – beautification efforts for core community areas

BUDGET IMPLICATION:

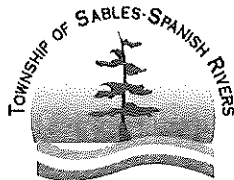
This project will form part of the Parks & Recreation 2025 budget.

RECOMMENDATION(S)/OPTIONS:

BE IT RESOLVED THAT we accept the proposal from Rose Lynn Martin in the amount of \$2,383.12 for the 2025 community flower baskets.

ATTACHMENTS:

RFP – Rose Lynn Martin



The Township of Sables-Spanish Rivers

11 Birch Lake Rd

Massey, ON

POP 1P0

P 705-865-2646 - F 705-865-2736 - www.sables-spanish.ca

RFP – Supply and delivery of flowers for community baskets

SIGNATURE PAGE

Proponent Information

All fields must be completed by Proponent.

Authorized Signing Authority: RoseLynn Martin
(Print Full Name and Title)

Signature: RoseLynn Martin Dated: Oct 8 2024

Witness: Ruthann Martin Dated: Oct. 16 2024

Mailing Address: 30 Wither Rd
Massey ON POP 1P0

Email: _____

Phone: 705-865-1489 Cell: _____ Fax: _____

Proposal/Quotation Price

Supply Price 2 Large plastic barrels	<u>\$123.97 @ 2 247.94</u>
Supply Price 10 Cedar barrels	<u>199.99 @ 10 1,999.90</u>
Supply Price 2 Extra large planters	<u>141.99 @ 2 283.98</u>
Supply Price 2 Hanging baskets	<u>88.57 @ 2 177.14</u>
Delivery	<u>200.00</u>
Sub-Total	<u>2,108.96</u>
HST	<u>274.16</u>
Total Price	<u>2,383.12</u>

Township of Sables-Spanish Rivers

COUNCIL REPORT



COUNCIL MEETING: November 13, 2024
AGENDA GROUP: E
DEPARTMENT: Parks & Recreation
AUTHOR: Lori Johnston
SUBJECT: Elliot Lake Vikings Sponsorship

BACKGROUND:

The Elliot Lake Vikings continue to utilize Massey & District Community Arena as their home arena. There is no clear indication of when the Elliot Lake Centennial Arena will reopen as they continue to face structural & facility deficiencies and delays. The Elliot Lake Vikings are the only team of twelve in the league that are without municipal sponsorship.

Without support from businesses and Council, a Junior A team cannot survive. There are currently 5- 6 home games in Massey per month and practices are scheduled 4 times per week. The Viking's cost to rent the ice is currently \$385/game and \$85/hour for practices at approximately \$4,860 per month.

The township has done well with the teams (home & visitors) and spectators visiting the community. The stores, gas station and canteen have all benefited. Having the team here has created 2-3 jobs for the youth in our community who work in the canteen. As a team sponsor, the Township of Sables-Spanish Rivers would be acknowledged across the NOJHL league. The municipality continues to receive a fair amount of publicity and exposure for our rink and for hosting the Vikings.

RELATED POLICY: N/A

STRATEGIC PLAN:

Goal- Development & Tourism

Strategic Direction- Explore ways to help publicize community driven events that draw visitors from the broader region and beyond.

Action Item-Collaboration with external organizations to utilize township recreation facilities.

BUDGET IMPLICATION:

Arena revenues are currently \$8,500 over the budgeted amount of \$25,000, totaling \$33,000 as of November 1, 2024. Bar revenues were budgeted at \$10,000 and total \$16,000 as of November 1, 2024.

RECOMMENDATION(S)/OPTIONS:

1. Council Donation of \$2,500 for Gold Sponsorship of the Elliot Lake Vikings (ice credit or cheque). Gold Sponsorship includes game night sponsorship, advertising in each program and social media recognition on the team's Facebook page. The Township of Sables-Spanish Rivers logo would be displayed on the Elliot Lake Vikings website at www.elliottlakevikings.ca as a Corporate Partner.
2. \$2,500 Gold Sponsorship attributed to Arena Advertising budget, offset by the revenues for ice time and bar.

BE IT RESOLVED THAT Council commits to being a Gold Sponsor of the Elliot Lake Vikings Junior A Hockey Club at a cost of \$2,500 and that the funds be allocated from the arena advertising budget, which may be offset by other arena revenues.

ATTACHMENTS:

- See www.elliottlakevikings.ca . Click Sponsors, then Corporate Partners. This is where the Township of Sables-Spanish Rivers logo would be displayed.

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

BYLAW NUMBER 2024-62

Being a Bylaw to confirm the proceedings of the regular
Council Meeting held on November 13, 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, November 13, 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 13th DAY OF NOVEMBER, 2024.

READ A THIRD AND FINAL TIME AND PASSED IN OPEN COUNCIL THIS 13th DAY OF NOVEMBER, 2024.


MAYOR – K. BURKE


CLERK – A. WHALEN