

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

AGENDA

Council Chambers – 11 Birch Lake Road, Massey

REGULAR MEETING DECEMBER 11, 2024; 6:30 p.m.

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

DISCLOSURE OF PECUNIARY INTEREST AND THE GENERAL NATURE THEREOF

DELEGATIONS:

PUBLIC MEETINGS:

CONSENT AGENDA – Resolution to approve the following agenda items:

A1 – Accounts: BE IT RESOLVED THAT the attached cheque register for the month of November 2024 totaling \$635,338.24 be approved as paid.

A2, A3, D1, D2, E1 – Minutes/Reports:

- BE IT RESOLVED THAT the following minutes & reports be accepted:
- Lacloche Foothills Municipal Association – June 18, 2024
  - Lacloche Foothills Municipal Association – September 17, 2024
  - Board of Health Minutes of November 21, 2024.
  - District Social Services Board CAO’s 2024 third quarter report.
  - Library Board Minutes – October 3, 2024

G1— Bylaws: BE IT RESOLVED THAT Bylaw 2024-65 being a bylaw to enter into an agreement with OCWA for the operation and maintenance of the Massey Water Treatment Plant Distribution system and Webbwood Wastewater Lagoon and Collection System be read a first, second, third and final time and passed in open Council.

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

REGULAR AGENDA		ACTION
<b>A GENERAL GOVERNMENT</b>		
A4	Municipal Insurance RFP	Resolution
A5	Payment Approval – Fire Vehicles	Resolution
A6	Township of Nairn & Hyman – Request for Support	Resolution
A7	Review of Building Permit Fees	Discussion
<b>B PROTECTION TO PERSONS AND PROPERTY</b>		
B1	Fire Chief – Letter of Resignation	Resolution
B2	Fire Department Report – Month of November 2024	Resolution
B3	MTO – Prohibit Parking on South Side of Highway 17	Resolution
B4	Animal Control Contract Renewal	Resolution
<b>C PUBLIC WORKS</b>		
C1	Public Works Meeting Report – Dec 4, 2024	Resolution
<b>D ENVIRONMENT, HEALTH AND WELFARE</b>		
D1	Landfill Site Remediation Report	Resolution
<b>E RECREATION, TOURISM AND CULTURE</b>		
<b>F PLANNING</b>		
<b>G BYLAWS</b>		
G2	Bylaw 2024-56 – Amend Building Bylaw 2016-06 – Schedule A – 3 <sup>rd</sup> Reading	
G3	Bylaw 2024-66 – Appoint Interim Fire Chief	
G4	Bylaw 2024-67 – Amend Bylaw 2023-05 – GCIB Massey Medical Clinic	
G5	Bylaw 2024-68 – Confirm Proceedings of Council	

CLOSED SESSION

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

OTHER BUSINESS

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

For The Date Range From 11/01/24 To 11/30/24

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

Cheque # / eCheque ID	Type	Date	Vendor	Name	Amount	Status
26610	C	11/05/24	558	Fraternal Order of Eagles - Aerie 4269 - Township talks hall rents	\$100.00	O
26611	C	11/08/24	295	Elliot Lake Monuments	\$339.00	O
26612	C	11/08/24	38	Minister of Finance - Policing	\$60,743.00	O
26613	C	11/08/24	84	Public Health Sudbury & Districts	\$15,286.55	O
26614	C	11/26/24	770	Foothill Industries	\$58.48	O
26615	C	11/26/24	35	Massey Home Hardware	\$579.94	O
26616	C	11/26/24	51	Sonnenburg Rona Building Centre	\$1,807.16	O
26617	C	11/26/24	726	Walford Community Club - fridge repairs	\$550.88	O
6016	E	11/01/24	704	John Van Norman	\$480.00	O
6017	E	11/01/24	885	Lisette Sonnenburg	\$684.78	O
6018	E	11/01/24	555	Lynda Goodchild	\$723.20	O
6019	E	11/01/24	673	Marla Toulouse	\$65.22	O
6020	E	11/01/24	86	Sun Life Assurance Company	\$12,043.42	O
6021	E	11/08/24	739	2612831 Ontario Inc. - annual inspection	\$5,143.43	O
6022	E	11/08/24	765	Amanda St.Michel - Mileage - Zone F	\$221.40	O
6023	E	11/08/24	305	Around & About	\$681.05	O
6024	E	11/08/24	730	Brandt Tractor Ltd.	\$385.19	O
6025	E	11/08/24	289	Dan's Electric Espanola Ltd.	\$3,733.80	O
6026	E	11/08/24	85	Manitoulin-Sudbury DSSAB	\$61,082.33	O
6027	E	11/08/24	778	ECS Cares	\$335.61	O
6028	E	11/08/24	22	Espanola Regional Hydro	\$12,302.16	O
6029	E	11/08/24	24	Garnet's Rental	\$73.45	O
6030	E	11/08/24	49	GFL Environmental Inc.	\$30,616.98	O
6031	E	11/08/24	26	Huron Central Railway M2142	\$1,097.00	O
6032	E	11/08/24	29	Janeway PharmaChoice	\$47.34	O
6033	E	11/08/24	190	Jim's Portable Toilets & Septic Service	\$452.00	O
6034	E	11/08/24	557	K. Smart Associates Limited	\$584.78	O
6035	E	11/08/24	37	McDougall Energy	\$7,615.17	O
6036	E	11/08/24	140	Medline Canada, Corporation	\$112.89	O
6037	E	11/08/24	65	NAPA Espanola	\$1,215.47	O
6038	E	11/08/24	79	Northern Communications	\$915.81	O
6039	E	11/08/24	42	Northern Uniform Service	\$104.81	O
6040	E	11/08/24	552	OMERS	\$26,060.24	O
6041	E	11/08/24	47	Purolator Courier	\$76.30	O
6042	E	11/08/24	664	Rejean Rousseau - work boots	\$120.00	O

**Township of Sables-Spanish Rivers**  
**Accounts Payable Cheque Register Report - Payroll & AP-1009588**  
**For The Date Range From 11/01/24 To 11/30/24**

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

Cheque # / eCheque ID	Type	Date	Vendor	Name	Amount	Status
6043	E	11/08/24	705	RICOH	\$310.84	O
6044	E	11/08/24	888	Sean McGhee <i>Wastewater license,</i>	\$145.00	O
6045	E	11/08/24	703	Susie Gross	\$375.00	O
6046	E	11/08/24	587	TELUS Health Solutions	\$1,661.10	O
6047	E	11/08/24	432	Testmark Laboratories Ltd.	\$271.55	O
6048	E	11/08/24	150	TK Elevator (Canada) Limited	\$1,274.53	O
6049	E	11/08/24	67	Walford Truck-N-Tractor	\$2,322.72	O
6050	E	11/08/24	105	Weaver Simmons LLP	\$6,325.74	O
6051	E	11/26/24	22	Espanola Regional Hydro	\$15,735.65	O
6052	E	11/26/24	24	Garnet's Rental	\$3,502.99	O
6053	E	11/26/24	37	McDougall Energy	\$9,837.44	O
6054	E	11/26/24	42	Northern Uniform Service	\$135.42	O
6055	E	11/26/24	62	Town of Espanola	\$3,229.36	O
6056	E	11/26/24	65	NAPA Espanola	\$469.44	O
6057	E	11/26/24	81	O.J. Graphix Inc.	\$1,864.39	O
6058	E	11/26/24	101	Firechek Protection Services	\$1,558.88	O
6059	E	11/26/24	112	B & D Auto	\$50.85	O
6060	E	11/26/24	113	Culligan	\$26.22	O
6061	E	11/26/24	124	Wat Supplies	\$152.48	O
6062	E	11/26/24	163	Fire Marshal's Public Fire Safety Council	\$104.34	O
6063	E	11/26/24	169	Kresin Engineering	\$6,691.86	O
6064	E	11/26/24	180	Cambrian Truck Centre	\$81.19	O
6065	E	11/26/24	190	Jim's Portable Toilets & Septic Service	\$452.00	O
6066	E	11/26/24	236	Wamco Waterworks	\$458.97	O
6067	E	11/26/24	247	North Bay Hydro	\$811.45	O
6068	E	11/26/24	253	McQuarrie Motors	\$118.28	O
6069	E	11/26/24	289	Dan's Electric Espanola Ltd.	\$2,665.51	O
6070	E	11/26/24	297	Darch Fire	\$4,723.08	O
6071	E	11/26/24	305	Around & About	\$681.05	O
6072	E	11/26/24	322	Resurface Corp	\$6,010.52	O
6073	E	11/26/24	398	Linde Canada	\$339.79	O
6074	E	11/26/24	483	Nordoors Sudbury Ltd.	\$1,054.29	O
6075	E	11/26/24	544	N-two Medical Inc.	\$28.19	O
6076	E	11/26/24	576	Dan's Towing & Recovery	\$925.47	O
6077	E	11/26/24	707	Cheryl Phillips - <i>reimburse for purchases for WCC</i>	\$381.28	O

**Township of Sables-Spanish Rivers**  
**Accounts Payable Cheque Register Report - Payroll & AP-1009588**  
**For The Date Range From 11/01/24 To 11/30/24**

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

Cheque # / eCheque ID	Type	Date	Vendor	Name	Amount	Status
6078	E	11/26/24	730	Brandt Tractor Ltd.	\$840.34	O
6079	E	11/26/24	789	Cedar Signs Inc	\$2,443.59	O
6080	E	11/26/24	837	Local Authority Services	\$11,110.93	O
6081	E	11/26/24	846	Jeff Lapierre	\$105.00	O
6082	E	11/26/24	888	Sean McGhee <i>fee for lapsed OWWCO certificate</i>	\$170.00	O
6083	E	11/26/24	890	14402359 Canada Limited o/a Timmins Tirecraft	\$13,725.43	O
6084	E	11/29/24	86	Sun Life Assurance Company	\$12,043.42	O
6085	E	11/29/24	106	The Beer Store	\$1,411.50	O
6086	E	11/29/24	555	Lynda Goodchild	\$791.00	O
6087	E	11/29/24	673	Marla Toulouse	\$35.71	O
6088	E	11/29/24	853	James Lathem Excavating Ltd	\$188,964.22	O
6089	E	11/29/24	875	Nederman Canada Ltd	\$5,406.49	O
6090	E	11/29/24	885	Lisette Sonnenburg	\$714.29	O
Bell Canada	E	11/08/24	10	Bell Canada	\$893.65	O
Bell Canada	E	11/26/24	10	Bell Canada	\$200.01	O
Bell Mobility	E	11/08/24	11	Bell Mobility	\$95.54	O
Brandt Tractor Ltd.	E	11/15/24	730	Brandt Tractor Ltd.	\$2,800.86	O
EASTLINK	E	11/08/24	520	EASTLINK	\$45.35	O
EASTLINK	E	11/26/24	520	EASTLINK	\$742.01	O
Hydro One	E	11/08/24	71	Hydro One	\$1,199.28	O
Hydro One	E	11/26/24	71	Hydro One	\$666.33	O
Minister of Finance - EHT	E	11/07/24	6	Minister of Finance - EHT	\$2,871.36	O
Ontario Clean Water Agency	E	11/12/24	193	Ontario Clean Water Agency	\$18,132.42	O
Receiver General	E	11/07/24	4	Receiver General	\$25,062.43	O
Receiver General	E	11/21/24	4	Receiver General	\$15,681.24	O
Royal Bank - GFS Service Centre	E	11/07/24	52	Royal Bank - GFS Service Centre	\$400.50	O
WSIB	E	11/07/24	551	WSIB	\$7,569.63	O

**Cleared** **\$0.00**

**Outstanding** **\$635,338.24**

**Void** **\$0.00**



# LACLOCHE FOOTHILLS MUNICIPAL ASSOCIATION

## MEETING REPORT

Snoopy's Landing  
9 Short Street, McKerrow

June 18, 2024  
1:00 p.m.

### **Present:**

Chair - Kevin Burke, Mayor, Township Sables-Spanish Rivers;;  
Doug Gervais, Mayor, Town of Espanola;  
Vern Gorham, Mayor, Township of Baldwin;  
Joseph Burke, Clerk, Town of Espanola;  
Holly Zahorodny Clerk Administrator, Township of Baldwin;  
Anne Whalen, Clerk-Administrator, Township of Sables-Spanish Rivers;  
Amy Mazey, Mayor, Township of Nairn-Hyman;  
Belinda Ketchabaw, CAO / Clerk-Treasurer, Township of Nairn-Hyman;

### **Also Present:**

Nancy Lacasse, Health Systems Innovation Lead  
Louisa Orford, Manager of Economic Development & Regional Transit  
Amanda St. Michel, Deputy Clerk, Township of Sables-Spanish Rivers  
Mike Baker, OPP Acting Staff Sergeant

**Regrets:** Arnelda Bennett, Sagamok Anishnawbek

1. **Approval of Minutes – April 23, 2024**  
Moved by D. Gervais /Seconded by K. Burke – That the minutes of April 23, 2024 be approved. **Carried**
2. **Economic Diversification Strategy Update – Joseph Burke, CAO/Clerk**
3. **Community Safety & Well-Being Plan –Update by Nancy Lacasse, Health Systems Innovation Lead (presentation attached).**
4. **Regional EDO Update – Louisa Orford, Regional EDO to provide update on recent projects/initiatives.**  
Transit Van is in production – driver was hired and brochures were to be dropped off to municipalities within the upcoming weeks. A final schedule was presented to the committee.
5. **Heavy Truck Traffic On Local Roads During Hwy Closures – Mayor Mazey - for discussion.** Mayor Mazey voiced concerns of local roads being used by heavy trucks during hwy closures, as they do quite a bit of damage to local roads. Mike Baker, OPP advised they do not organize or monitor traffic detours.

6. **Other Business**

Mayor Burke - Noted Dr. Mustafa Hirji, Medical Officer of Health and CEO for Public Health Sudbury & Districts would be joining the September 17 meeting and would like to speak with them about harm reduction kits.

7. **Next Meeting**

Next Meeting will be September 17, 2024 --10 :00 am at the Baldwin Recreation Centre "Snoopy's Landing" in McKerrow.

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Vern Gorham, Chair



## **LaCloche Foothills Community Safety & Well-Being Plan Update**

**May 2024**

Together, with our communities we will make a difference in the lives of the residents of the LaCloche Foothills area.

### **Executive Summary**

Key highlights specific to plan priorities:

#### **Mental Health**

- Survey of local providers underway to prepare for Needs Based Planning and priority setting meeting planned for September

#### **Access to Services**

- Actively involved in planning and implementation of navigation services being initiated and supported by Equipe Sante Sudbury/Manitoulin/Espanola/Elliot Lake Ontario Health Team (OHT)
- Assisting with local population of information for Health811
- Participating in orientation for new Community Service Navigator
- Engagement and Communication Plan in developmental stage

#### **Seniors**

- Preliminary discussion with Town of Espanola regarding Espanola's Age Friendly plan
- Community of Care Planning Network (CCPN) letters of support for Espanola and Sables-Spanish grant applications
- OHT successful funding for Palliative Coach

#### **Affordable Housing**

- Strong leadership and partnership with Sudbury-Manitoulin District Services Board
- Representative participation in relevant initiatives that support the advancement of affordable housing in the LaCloche Area

#### **Related Updates:**

1. The CCPN Leadership table will be expanded to allow for the development of an ad hoc advisory board/oversight committee to support ongoing leadership and communication of the CSWB plan.
2. The CCPN Leadership will be meeting with representatives from the OHT to participate in a Strategic Planning Session for the inaugural strategic plan for the OHT on June 10.

# LaCloche Care Van



The LaCloche Care Van provides public transportation for residents aged 55 and over and residents with disabilities.

On Mondays, Wednesdays & Fridays, the Van provides transit from all communities to medical appointments in Sudbury.

On Tuesdays transit runs through Sables-Spanish Rivers into Espanola and on Thursdays transit is provided from Baldwin & Nairn Centre into Espanola.

## Service Information

To schedule a ride, call

**705-863-0311**

Clients must book 24 hours in advance.

Rides are booked on a first-come, first-served basis and can be booked up to seven days before the trip.

Last minute rides may be accommodated if time and schedule permit.

Riders requiring assistance are able to bring a support person at **no cost**, space permitting.

## Still have questions?

LaCloche Care Van service is managed by the Town of Espanola.



705-869-1540



[town@espanola.ca](mailto:town@espanola.ca)



[www.espanola.ca](http://www.espanola.ca)



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of Canada

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du Canada

Canada

## Sudbury Schedule

### Monday/Wednesday/Friday

	Departure	Arrival
Walford [WAL]	10:10am	20:30pm
Massey [MAS]	10:30am	20:10pm
Webbwood [WEB]	10:50am	19:50pm
Espanola [ESP]	11:10am	19:30pm
Baldwin [BAL]	11:30am	19:10pm
Nairn Centre [NC]	11:50am	18:50pm



For Sudbury trips, there are two stops:

1. Ramsey Lake Health Centre  
(41 Ramsey Lake Rd.)  
12:30pm Arrival  
18:20pm Departure
2. Medical Arts Centre  
(2009 Long Lake Rd.)  
12:45pm Arrival  
18:00pm Departure

## Stop Locations

[BAL]	Baldwin Municipal Office
[ESP]	Espanola Recreation Complex
[MAS]	Massey Heritage Park
[NC]	Nairn & Hyman Municipal Office
[WAL]	Walford Community Centre
[WEB]	Webbwood Public Library

It is the responsibility of the rider to arrange transportation to and from the designated stop.

The Care Van will arrive at their designated Stop 10 minutes prior to departure to begin boarding.

## Rates

Rates are determined by pick-up stop location for trips to Espanola & Sudbury.

	To Sudbury	To Espanola
Walford	\$20.00	\$10.00
Massey	\$15.00	\$7.50
Webbwood	\$12.00	\$5.00
Espanola	\$12.00	-
Baldwin	\$12.00	\$2.50
Nairn Centre	\$8.00	\$7.50

Rates are charged on a **one-way basis** and will be collected by the Driver upon boarding. Cash, debit and credit accepted.

Multi-trip cards are available from the Driver or at the Espanola Municipal Office. Cards are sold by destination and are not eligible for use to another destination.

## Espanola Schedule

**Tuesday - Sables-Spanish Rivers**  
[WAL], [MAS], or [WEB] to Espanola

**Thursday - Baldwin & Nairn Centre**  
[BAL] or [NC] to Espanola

Service runs 10am-2pm

Rides can be booked for medical and dental appointments, groceries, pharmacy, banking, shopping, and more!



Espanola residents are not permitted to book LaCloche Care Van service on Tuesdays or Thursdays.

Espanola Care Van Service is available within Espanola for Espanola residents 5-days/week by appointment, with 24hrs notice.

Call **705-862-0244** to schedule Espanola Care Van Service.

**LACLOCHE FOOTHILLS MUNICIPAL ASSOCIATION  
MEETING REPORT**

**Snoopy's Landing  
9 Short Street, McKerrow**

**September 17, 2024  
10:00 a.m.**

**Present:**

Chair - Vern Gorham, Mayor, Township of Baldwin;  
Holly Zahorodny Clerk Administrator, Township of Baldwin;  
Doug Gervais, Mayor, Town of Espanola;  
Ken Duplessis, Councilor, Town of Espanola  
Joseph Burke, Clerk, Town of Espanola;  
Trevor McVey, Deputy Mayor, Township of Nairn-Hyman;  
Belinda Ketchabaw, CAO / Clerk-Treasurer, Township of Nairn-Hyman;  
Kevin Burke, Mayor, Township Sables-Spanish Rivers;  
Anne Whalen, Clerk-Administrator, Township of Sables-Spanish Rivers;

**Also Present:**

Nancy Lacasse, Health Systems Innovation Lead  
Louisa Orford, Manager of Economic Development & Regional Transit  
Dr. Mustafa Hirji, Medical Officer of Health and CEO for Public Health  
Sudbury & Districts

**Regrets:**

Arnelda Bennett, Sagamok Anishnawbek;  
Amanda St.Michel, Township of Sables-Spanish Rivers  
Amy Mazey, Mayor, Township of Nairn-Hyman;

1. **Approval of Minutes** – June 18, 2024  
Moved by T. McVey / Seconded by K. Burke – That the minutes of June 18, 2024 be approved. **Carried**
2. **Municipal Accommodation Tax** – Joseph Burke, CAO/Clerk
3. **Meet & Greet** - Dr. Mustafa Hirji, Medical Officer of Health and CEO of Public Health Sudbury & Districts
4. **Community Safety & Well-Being Plan** –Update by Nancy Lacasse, Health Systems Innovation Lead (presentation attached).
5. **Regional EDO Update** – Louisa Orford, Regional EDO to provide update on recent projects/initiatives.
6. **Other Business**  
Joseph Burke - Domtar closure, Paper Excellence has been providing regular updates.  
Joseph Burke - Updates on Lacloche OPP Detachment Board.  
Mayor Burke & Deputy Mayor Burke - Updates and overview of Norm transportation project.
7. **Next Meeting**  
Next Meeting will be December 3, 2024 -10 :00 am at the Baldwin Recreation Centre "Snoopy's Landing" in McKerrow.



## LaCloche Foothills Community Safety and Well Being Plan

### Communications and Engagement Strategy

September 2024

Presented to LFMA for review and approval.

Creating a communications plan and developing an engagement strategy for the Community Safety and Well Being (CSWB) plan involves several steps to ensure the community is actively involved. Developing an approach that will reach the intended audience effectively and fosters engagement and cooperation and will ensure the needs of our communities are addressed.

Below is a comprehensive and structured plan with detailed steps:

<b>SCOPE</b>
The 2025 CSWB planning will start by focusing on key areas such as crime prevention, mental health support, substance use, housing, and social inclusion. Other areas of need will be identified by engaging with the community.
<b>GOALS</b>
<ol style="list-style-type: none"><li>1. Achieve widespread awareness of the CSWB plan.</li><li>2. Encourage active participation from community members.</li><li>3. Ensure feedback mechanisms are in place and utilized.</li></ol>
<b>OBJECTIVES</b>
<ol style="list-style-type: none"><li>1. Inform all communities about the CSB plan and its importance.</li><li>2. Engage community members and stakeholders in the co-design, planning and implementation process.</li><li>3. Achieve widespread awareness and community involvement in the CSWB plan.</li><li>4. Ensure feedback mechanisms are in place and utilized.</li><li>5. Foster ongoing trust and transparency in the communities.</li></ol>
<b>KEY AUDIENCES/STAKEHOLDERS</b>
<ul style="list-style-type: none"><li>• Community Members: Residents, business owners, youth, elderly</li></ul>

IMPLEMENTATION PLAN TIMELINE	
PHASE and TIMELINE	STATUS
<b>Phase 1</b> <b>Preparation and Pre-Launch</b> <b>(August 2024 – September 2024):</b> <ul style="list-style-type: none"> <li>Develop all communication and engagement materials.</li> <li>Identify stakeholders, audiences.</li> <li>Pre-test messages and materials with a small segment of the community.</li> </ul>	<b>Underway:</b> <ul style="list-style-type: none"> <li>Website/social media materials under development</li> <li>Survey development underway – (Survey Monkey)</li> <li>Stakeholders and Key Audiences under development</li> <li>Espanola Seniors Mtg - (pre test and feedback)</li> </ul>
<b>Launch Phase</b> <b>(October-December 2024):</b> <ul style="list-style-type: none"> <li>Roll out the communication campaign across all chosen channels.</li> <li>Host initial community meetings and events.</li> <li>Begin active social media engagement.</li> </ul>	<b>Planned:</b> <ul style="list-style-type: none"> <li>Provide material to municipalities for posting to Website/Facebook/Social Media</li> <li>Discuss/coordinate potential dates with municipalities for potential community meeting (1 Per community) – Coordinate opportunities with Age Friendly Espanola</li> <li>Explore potential for engagement with students (All School Boards)</li> <li>Host specific focus groups (CCPN, MH&amp;A providers)</li> </ul>
<b>Implementation and Design Phase</b> <b>(January – March 2025)</b> <ul style="list-style-type: none"> <li>Finalize engagement and feedback and begin development of the 2025-2030 plan ensuring ongoing engagement and monitoring</li> </ul>	<b>Planned:</b> <ul style="list-style-type: none"> <li>Conduct focus groups and engagement sessions</li> <li>Monitor and consolidate feedback from community feedback survey</li> <li>Confirm priorities and craft the plan</li> </ul>
<b>Sustaining Phase</b> <b>( April 2025 - Ongoing):</b> <ul style="list-style-type: none"> <li>Maintain regular updates and engagement activities.</li> <li>Continue collecting and analyzing feedback.</li> </ul>	<b>Planned:</b> <ul style="list-style-type: none"> <li>Maintain social media/web presence</li> <li>Review performance indicators and adjust as necessary</li> <li>Adjust strategies as needed based on community response and evolving needs.</li> </ul>

Commented [NL1]: Request email address for CSWB

Commented [NL2]: Can someone at town support this?





**UNAPPROVED MINUTES – EIGHTH MEETING**  
**BOARD OF HEALTH**  
**PUBLIC HEALTH SUDBURY & DISTRICTS**  
**BOARDROOM, SECOND FLOOR**  
**THURSDAY, NOVEMBER 21, 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  
Marc Signoretti  
Natalie Tessier

**BOARD MEMBERS REGRET**

Michel Parent

**STAFF MEMBERS PRESENT**

Kathy Dokis  
Stacey Gilbeau  
M. Mustafa Hirji

Stacey Laforest  
Rachel Quesnel  
France Quirion

Renée St Onge

**R. LAPIERRE PRESIDING**

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

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

**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) The drug toxicity crisis and ongoing local efforts**

- Nicole Gauthier, Health Promoter, Health Promotion and Vaccine Preventable Diseases Division
- Rachelle Roy, Public Health Nurse, Health Promotion and Vaccine Preventable Diseases Division

N. Gauthier and R. Roy were invited to provide an overview on the local toxic drug crisis and the progress made following the Greater Sudbury Summit on Toxic Drugs held in December 2023.

A fictional case example illustrated a scenario resulting of an opioid death, which sadly, is not unique to the story. Locally in 2020, there were 107 deaths due to opioids in comparison with 17 such deaths in 2016, representing an increase of 529% in a four-year span. This local increase is consistent with what we've observed across Northern Ontario. Annual rates of suspected drug toxicity deaths for PHSD are almost three times that of the provincial average. From January to September 2024, the rate of drug toxicity deaths in the district of Sudbury and Manitoulin is 64.5 per 100, 000 people and three times higher than the provincial rate of 22.9.

It was recapped that, per the Ontario Public Health Standards, the board of health is mandated to develop and implement a program of public health interventions that addresses risk and protective factors to reduce the burden of preventable injuries and substance use in the health unit population (*Substance Use Prevention and Harm Reduction Guideline, 2018*).

Addressing the toxic drug crisis continues to require a multifaceted approach. Public Health Sudbury & Districts remains committed to evidence-based, upstream approaches, including

- Monitoring and surveillance of substance use trends
- Promoting healthy public policy
- Addressing stigma, discrimination, and the broader social determinants of health

Public Health Sudbury & Districts is one of many partners in the community collaborating and contributing to harm reduction including

- Provision of a needle syringe programs and the distribution of sterile harm reduction supplies
- Provision of naloxone training and distribution
- Issuing drug alerts and warnings

Public Health Sudbury & Districts also provides leadership and coordination to the region's Community Drug Strategies and co-chair the four local drug strategies within our catchment area, including Manitoulin, Lacloche Foothills, Sudbury East, and Greater Sudbury. The purpose of the local drug strategies is to improve the health, safety, and well-being of communities by reducing substance use-related harms.

The Community Drug Strategy in Greater Sudbury is committed to advancing the recommendations from the Greater Sudbury Summit on Toxic Drugs. Since the Summit, the CDS has reinvigorated its structure and membership to better align with the three streams of the Summit, including health promotion, wrap-around supports, and substance use care

with overarching priorities to address structural stigma, improve collaboration, center equity and eliminating barriers to access, and ensure adequate funding. Priorities for each of the three streams were outlined.

Questions and comments were entertained. The yearly stats for local opioid-related deaths were recapped and possible factors influencing the increase in the rate of deaths discussed. It was clarified that there is no Community Drug Strategy in Chapleau; however, there is good work happening. Public Health Sudbury & Districts will be going to Chapleau for a round table discussion with community partners to discuss opportunities that can be leveraged to address community needs. It was also noted that Public Health Sudbury & Districts played a supportive role in the development of HART hub applications and provided surveillance and data to help inform that application.

Presenters were thanked for the informative presentation.

## **5. CONSENT AGENDA**

### **i) Minutes of Previous Meeting**

- a. Seventh Board of Health Meeting – October 17, 2024

### **ii) Business Arising from Minutes**

### **iii) Report of Standing Committees**

- a. Board of Health Finance Standing Committee Unapproved Minutes dated November 4, 2024
- b. Board of Health Executive Committee Unapproved Minutes dated November 4, 2024

### **iv) Report of the Medical Officer of Health / Chief Executive Officer**

- a. MOH/CEO Report, November 2024

### **v) Correspondence**

- a. Funding Support for Student Nutrition Program
  - Letter from Peterborough Public Health Board of Health Chair to the Premier of Ontario, Minister of Child, Community and Social Services and Minister of Education, dated October 29, 2024
- b. Phasing out free water well testing for private wells  
*(Related Motion from Board of Health for Public Health Sudbury & Districts [Motion 48-24](#))*
  - Letter from Northwestern Health Unit Board of Health Chair to the Minister of Health and Public Health Ontario President and Chief Executive Officer, dated October 25, 2024
  - Resolution from Municipality of Killarney supporting the Town of Goderich, dated May 8, 2024

c. Recommendations for Government Regulation of Nicotine Pouches

*(Related Motion from Board of Health for Public Health Sudbury & Districts [Motion 26-24](#))*

- Resolution from Municipality of Wawa supporting the Municipality of St-Charles, dated October 15, 2024
- Email from Natural and Non-prescription Health Products Directorate Consultation, Health Canada, dated October 11, 2024
- Letter from The Corporation of the Township of Dubreuilville to Public Health Sudbury & Districts, dated October 11, 2024

Comments and questions were entertained regarding the November MOH/CEO report, including MOH reflections regarding the US election and lessons from it around the risk to trust of public institutions such as PHSD.

In response to a question, it was clarified that staff vacancies contributing to the positive variance in the year-to-date financial statements span all disciplines across the agency, including public health inspectors, IT staff, public health nurses, health promoters and managers.

Additional information was provided pursuant to an inquiry regarding the health and safety risk assessment undertaken by Human Resources in collaboration with management.

The Board Chair clarified that the Board of Health Finance Standing Committee unapproved minutes are tabled for information. The recommendation from the November 4, 2024, meeting will be discussed under 6.v).

R. Barclay and R. Lapierre provided an update regarding the virtual alPha Fall Symposium held November 6 to 8, 2024. The Artificial Intelligence (AI) and Public Health all day workshop was held on November 6 and Reducing Alcohol Harms in Ontario: Canada's Guidance on Alcohol and Health and Public Education Workshop took place November 7. The Board of Health section meeting was held November 8. Symposium materials will be posted to the alPha website. R. Lapierre also reported on the alPha Board of Directors.

#### **62-24 APPROVAL OF CONSENT AGENDA**

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

**CARRIED**

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

**i) Annual Board of Health Self-Evaluation 2024 Survey Results**

- a) Briefing Note from the Medical Officer of Health and Chief Executive Officer to the Board of Health Chair dated November 14, 2024

Part of the requirement of the Ontario Public Health Standards is that a Board of Health conducts a period self-evaluation. Board of Health Manual Policy C-I-14 notes that *the Board of Health shall engage in an annual self-evaluation process of its governance practices and outcomes*. This Board has routinely conducted a self-evaluation survey and provides Board members a chance to reflect on their individual performance, the effectiveness of Board policy and processes, and the Board's overall performance as a governing body.

Thanks was extended to those who completed the self-evaluation survey. A total of 10 out of 11 Board members completed the survey, for a response rate of over 90%. Overall results from the self-evaluation questionnaire indicate that most Board of Health members have a positive perception of their governance process and effectiveness.

Questions were entertained and the response rate was observed to be higher than in previous years. It was clarified that the results are for internal reflection and although not shared with the province, the agenda package is made available to the public. Dr. Hirji also clarified that if concerns were identified, appropriate action would be taken.

**ii) Medical Officer of Health and Chief Executive Officer (MOH/CEO) Mid-Point Check-In**

The Board Chair reported, that as part of good governance, he discussed a mid-point check-in review with Dr. Hirji. The Board of Health Executive Committee met on November 4, 2024, to discuss the MOH/CEO performance appraisal processes and mid-point evaluation process.

The Board of Health Executive Committee agreed that the MOH/CEO performance appraisal process will remain the same as in the past with the MOH/CEO performance appraisals conducted on an annual basis, starting approximately one year after they began in their role; therefore in April 2025 for Dr. Hirji.

The mid-point check-in review process will also be coordinated by the Board secretary and will occur in November and December 2024. The mid-point check-in will be carried out via a survey including questions about things done well and things to do even better.

R. Lapierre shared that Dr. Hirji's employment contract includes, pursuant to a request by Dr. Hirji, the conduct of 360-degree evaluation for the purposes of professional development to be conducted 18 months after commencing the role, or around September 2025. The Board Executive Committee agreed that the 360-degree evaluation remain separate from the annual performance appraisal, noting that the 360-degree evaluation is

solely for professional development purposes. The agency may rely on services of an external Human Resources Firm for the 360-degree evaluation only.

**63-24 MID-POINT CHECK IN FOR THE MOH/CEO**

**MOVED BY NOLAND – SIGNORETTI: THAT upon recommendation from the Board of Health Executive Committee:**

**THAT this Board of Health support that a mid-point check-in take place for the Medical Officer of Health and Chief Executive Officer; and**

**THAT Board of Health members and positions that report directly to the MOH/CEO be invited to complete a confidential questionnaire responding to two questions; Things Done Well and Things To Do Even Better;**

**AND a summary report, prepared by the Board Secretary, be shared with the Board of Health Executive Committee members. Subsequently, the Board Chair would conduct a 1:1 meeting with the MOH/CEO to share the results and the Board would be informed once the process is completed.**

**CARRIED**

**iii) Staff Appreciation**

M.M. Hirji recapped for the newer Board members that this motion is unique to Public Health Sudbury & Districts and has been tabled for the Board's consideration yearly dating back to the mid-70's. The Staff Appreciation Day has been a symbol of the Board's appreciation and grants staff a day off with pay. Previous motions aligned with the holiday season and the block of time that staff can take the paid day off has been expanded to be more cognizant of cultural diversity. Staff have shown their gratitude in the past by submitting thank you notes. The motion is tabled for the Board's consideration again this year.

**64-24 STAFF APPRECIATION DAY**

**MOVED BY CARRIER – ANDERSON: THAT this Board of Health approve a Staff Appreciation Day for the staff of Public Health Sudbury & Districts during the upcoming holiday season. The Staff Appreciation Day may be taken between the dates of December 1, 2024, to February 28, 2025. Essential services will be available and provided at all times except for statutory holidays when on-call staff will be available.**

**CARRIED**

**iv) Consultation Regarding Amendment to the Fee Schedule for Servicers under Part VIII of the Ontario Building Code**

- a) Briefing Note from the Acting Medical Officer of Health and Chief Executive Officer dated November 14, 2024
- b) Revised Board of Health G-I-50, By-Law 01-98

The briefing note speaks to the Part VIII *Ontario Building Code* program regarding private septic systems which are not connected to the Municipal sewer lines.

M.M. Hirji noted that the *Ontario Building Code Act* sets out the minimum standards related to sewage system and our agency is designated as the inspection agency responsible for the enforcement within our service areas. This is an important role to ensure our water stays free of pathogens.

Under the authority of the *Ontario Building Code*, Public Health Sudbury & Districts collects fees for Part VIII permits and services to recover all costs associated with administration and enforcement of the *Act*. The Part VIII program cannot be revenue generating and must be administered on a cost-recovery basis. The current fees, in place since 2018, are no longer cost-neutral and becoming a budget liability. There has been substantial inflation in the broader economy since 2018 which has similarly increased costs to deliver this program. The proposed fee increases are necessary to address increasing program operation and delivery costs.

The *Building Code Act* requires that public consultation take place of the proposed fee increases. The Board of Health's approval, in principle, was sought for the proposed increase in Part VIII – Ontario Building Code fees as outlined within Schedule "A" to Board of Health By-Law 01-98. Following the public meeting, the final proposed revisions will be tabled, likely in February 2025, for the Board's endorsement.

Questions and comments were entertained. It was suggested that future annual fee increases be implemented for a few years rather than for one year. The phased approach suggestion will be taken back for consideration for future years. The intent and process of a public consultation was outlined. M.M. Hirji clarified that the gaps in funds due to increasing program operation and delivery costs for Part VIII have been addressed via gapped operational funding.

It was noted that the proposed motion applies for 2025 and further consideration will be given to a multi-year increase starting in 2026.

**65-24 CONSULTATION REGARDING AMENDMENT TO THE FEE SCHEDULE FOR SERVICERS UNDER PART VIII OF THE ONTARIO BUILDING CODE**

**MOVED BY TESSIER – DESPATIE: WHEREAS the Board of Health is mandated under the Ontario Building Code (O. Reg. 332/12), under the Building Code Act to enforce the provisions of this Act and the Building Code related to sewage systems; and**

**WHEREAS program related costs are funded through user fees on a cost-recovery basis; and**

**WHEREAS the proposed fees are necessary to address increased program associated operational and delivery costs; and**

**WHEREAS in accordance with Building Code requirements, staff will hold a public meeting and notify all contractors, municipalities, lawyers, and other affected individuals of the proposed fee increases; and**

**WHEREAS an update will be provided to the Board of Health following conclusion of the notification process with recommendation coming forward at the February 2025 Board of Health meeting to formally approve the updated Schedule “A” to Board of Health By-Law 01-98;**

**THEREFORE BE IT RESOLVED THAT the Board of Health approves in principle the proposed fee increase in Part VIII-Ontario Building Code fees as outlined within Schedule “A” to Board of Health By-law 01-98.**

**CARRIED**

**v) Proposed 2025 Cost-Shared Operating Budget**

- a) Briefing Note and Schedules from the Acting Medical Officer of Health and Chief Executive Officer dated November 14, 2024

M. Signoretti, Chair of the Board of Health Finance Standing Committee reported that at its November 4, 2024, meeting, members carefully reviewed the recommended 2025 cost-shared operating budget.

Dr. Hirji and team were commended for the work they have done to bring forward a responsible and transparent budget. The recommended budget focuses on five priorities: sustainability, leveraging of technology, focusing on outcomes, fostering culture and engagement, and a continued commitment to the implementation of the Indigenous Engagement Strategy. The recommended budget manages the fixed cost increases which we cannot control with targeted budget reductions to limit pressure on municipal levies and balancing all this with making important strategic investments to advance the organization Strategic Plan.



Budget deliberations began with a projected shortfall of approximately \$891,000. The budget recommended by the Board Finance Standing Committee to the Board of Health today totals \$31,036,499. This represents an increase of \$963,420 (3.20% over the 2024 Board approved budget). The 2025 recommended budget incorporates increases to projected interest income of \$140,000, provincial and municipal increases of \$185,383 and \$638,037, respectively, and overall reductions of \$113,024.

This budget strikes a balance of cost containment and investments in strategic priorities while continuing to respond to local needs and carry out the Board's responsibilities.

M.M. Hirji reviewed details, including the assumptions that underpin the recommended budget and the specifics of the budget recommendations. It was noted that the full details of the resource and service implications will be discussed during the in-camera session.

Public Health funding has not kept up with inflation over the last ten years. Public Health Sudbury & Districts has been working diligently to maximize financial efficiencies to delivery programs, services, and address local needs with limited resources. The outcomes are still unknown related to the Ministry's Strengthening of Public Health initiative that included voluntary mergers, review of Ontario Public Health Standards, and funding review.

Representing 87% of the budget, the most significant pressure relates to salaries and benefits. Growth in employee benefits costs also remains well above inflation. Benefits are projected to increase by 15% for 2025 and is primarily driven by usage.

Growth in expenditures is to stay status quo for the 2025 budget. A 1% increase in province funding leaves \$891,061 to be bridged and recommendations from Board Finance Standing Committee are to be discussed.

Operational pressures that drive our work such as life expectancy, opioid related death, changing patterns of infectious diseases/outbreaks, such as increases in Tuberculosis as well as Syphilis infections as well as pressures in the vaccine preventive diseases (VPD) program were reviewed. These pressures are met with staffing recruitment and retention challenges. Pressures relating to the backbone services were also outlined. M.M. Hirji concluded that we want to focus on the 2024–2028 Strategic Plan priorities while addressing and balancing other pressures.

**IN CAMERA**

**66-24 IN CAMERA**

**MOVED BY FORTIN – CARRIER: THAT this Board of Health goes in camera to deal with personal matters involving one or more identifiable individuals, including employees or prospective employees. Time: 3:02 pm**

**CARRIED**

**RISE AND REPORT**

**67-24 RISE AND REPORT**

**MOVED BY BARCLAY – SIGNORETTI: THAT this Board of Health rises and reports. Time: 3:52 P.M.**

**CARRIED**

It was reported that two personal matters involving one or more identifiable individuals, including employees or prospective employees were discussed for which the following motions emanated:

**68-24 APPROVAL OF BOARD OF HEALTH INCAMERA MEETING NOTES**

**MOVED BY MASOOD – ANDERSON: THAT this Board of Health approve the meeting notes of the October 17, 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**

**69-24 2025 COST-SHARED OPERATING BUDGET**

**MOVED BY NOLAND – BARCLAY: WHEREAS the Board of Health Finance Standing Committee reviewed and discussed the details of the proposed 2025 cost-shared operating budget at its November 4, 2024, meeting; and**

**WHEREAS the Finance Standing Committee recommends the proposed budget to the Board of Health for approval;**

**THEREFORE BE IT RESOLVED THAT the Board of Health approve the 2025 cost-shared operating budget for Public Health Sudbury & Districts in the amount of \$31,036,499.**

**CARRIED**

**70-24 APPOINTMENT OF PUBLIC HEALTH SUDBURY & DISTRICTS ASSOCIATE MEDICAL OFFICER OF HEALTH**

**MOVED BY ANDERSON – NOLAND: WHEREAS** the Health Protection and Promotion Act, R.S.O. 1990, c.H.7, s.62 states that every board of health may appoint one or more associate medical officers of health (AMOH).

**WHEREAS** the Capacity Review Committee recommended that every local public health agency have at least one AMOH.

**WHEREAS** the AMOH position is vacant.

**THEREFORE BE IT RESOLVED THAT** the Board of Health appoint Dr. Emily Groot as Associate Medical Officer of Health, effective January 6, 2025, subject to approval of the appointment by the Minister of Health.

**CARRIED**

**7. ADDENDUM**

None.

**8. ANNOUNCEMENTS**

R. Lapierre and M.M. Hirji acknowledged that this is the last Board of Health meeting that F. Quirion will be attending given her pending retirement. Her leadership and significant contributions to Public Health Sudbury & Districts were highlighted and the Board applauded France on her successful career. A warm thanks and congratulations were extended.

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

Each board member was asked to complete the evaluation for today's Board meeting in BoardEffect.

There is no regular Board of Health meeting in December. The next regular meeting is Thursday, January 16, 2025, at 1:30 p.m. Effective January 2025, board delegations/presentations and Q&A will be recorded and posted on YouTube and phd.ca

Board members were invited to join Senior Managers for a celebration in the boardroom following today's meeting to recognize their contributions to the Board of Health and Board of Health Standing Committees.

**9. ADJOURNMENT**

The next regular Board of Health meeting is Thursday, January 16, 2025, at 3:59 p.m.

**71-24 ADJOURNMENT**

**MOVED BY BARCLAY – SIGNORETTI: THAT we do now adjourn. Time: 3:59 p.m.**

**CARRIED**

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

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

Unapproved



## **2024 Third Quarter Activity Report November 21, 2024**

The following is the most recent consolidated Quarterly Report that the DSB will be sending to member municipalities and posting on the public website. Expect Quarterly Reports in February, May, September, and November of each year.

The program statistics are provided separately and updated monthly. They are available on the website by clicking the following link: [Monthly Program Statistics](#)

### **CAO Overview**

The DSB 2024 Second Quarter (Unaudited) Financial Report was presented to the Board and projects a year-end municipal **surplus of \$662,784**. Ontario Works, Children's Services, and Non-Urgent Patient Transfer Service are forecasted to be on budget. Community Housing is forecasted to be under budget by \$440,546. Paramedic Services is forecasted to be over budget by \$556,389. Interest revenue on non-reserve accounts is forecasted to be \$778,627 more than budgeted.

The DSB quarterly financial reports are available on the DSB website by clicking the following link: [Quarterly Financial Reports](#)

### **Paramedic Services**

#### **Recruitment and Retention**

Paramedic Services is engaged with CTS Canada Career College to accept students for their final residency from early August through late October. The process included their acceptance of employment with Manitoulin-Sudbury DSB with specific conditions of employment and timelines for those conditions to be met. Onboarding of these students into the DSB operation has been initiated throughout the residency resulting in a shortened timeline to become operational paramedics.

A similar process has been developed for CTS students who will start their final residency in November and Cambrian College students expected in late January 2025. This process is part of an overarching strategy to engage and recruit staff.

The posting for external Paramedics remains in place and staff have been meeting with potential candidates throughout this quarter and have been expediting the recruitment process. The organization continues to have challenges with external recruitment as the competition with larger and less expansive services impacts on interest.

The national recruitment process for a Chief of Paramedic Services continued in the third quarter.

### **Staffing Challenges**

Staffing absences and a lack of fulsome capacity to backfill those absences continues to impact Paramedic Services' ability to ensure resource deployment without extensive utilization of overtime. The third quarter represents the largest period of time for use of entitlements such as vacation while the capacity to backfill is further impacted as many part-time personnel have reached their maximum hours of work. The strategies being considered to mitigate these issues are being developed, but many of these are medium-term and will start to impact overtime use later in 2024.

### **Fleet**

The absence of new fleet arrivals continues to impact on fleet confidence. While this issue is not new, its impacts compound as staff work to keep the vehicles response ready. Staff are working with the manufacturer to ensure the urgency of the organization's needs are understood. The first vehicles are expected to be received in early November. Deployment of those vehicles will be expedited once received.

### **Community Paramedicine**

Staff have made some initial operational changes to the Community Paramedicine program; specifically, by deploying resources into geographic areas where it makes sense and away from central deployment from Espanola. This change is expected to provide access to patients while reducing unnecessary travel. One Community Paramedic (CP) now deploys on Manitoulin Island. In the 4<sup>th</sup> quarter, a CP will deploy from Sudbury East.

### **Non-Urgent Patient Transportation Service**

The Non-Urgent Patient Transportation Service system for transportation of non-urgent clients continues to operate in collaboration with the Emergency Health Services Branch of the Ministry of Health (MOH) and both Espanola General Hospital and Manitoulin Health Centre. This model for patient transportation continues to address the impact of increasing 9-1-1 call volumes on the Paramedic Services system. Staff have reached out to the MOH to discuss the funding design and to look for alternatives that more closely mirror other communities; specifically addressing the municipal contributions. The meeting is set for mid-November to work on these challenges.

## Children's Services

The Manitoulin-Sudbury District currently has 20 licensed child care locations, 14 center-based sites in schools, 1 center-based community location, and 5 licensed home child care sites. Two licensed home child care sites have closed since last quarter. In the third quarter, 535 children were enrolled in child care services, with 440 paying full fees and 95 receiving subsidies. This is a 7% decrease from the previous quarter and a 10% decrease from the same period last year. Special Needs Resourcing supported an average of 64 children, from infants to school-age, during the third quarter, showing a significant 23% increase compared to the same quarter last year.

In the third quarter, EarlyON programs welcomed 2312 visits from parents/caregivers and children. These services are provided through various means including mobile, virtual, and outdoor programs. This represents an 11% decrease from the same quarter last year.

### New Child Care Funding Approach

In September, an [issue report](#) was shared with the Board detailing the upcoming CWELCC cost-based funding model and its impact on child care services. The new [guidelines](#), received on August 1, 2024, will fund services for children aged 0-5 starting January 1, 2025, with additional guidelines for children aged 6-12 and EarlyON programs expected later in 2024.

The ministry [memo](#) outlined funding categories including cost-based funding for eligible operational expenses such as staffing and accommodations, along with a top-up for legacy or growth needs. Local priorities funding will support programs for children aged 0-12, including fee subsidies, capacity building, and special needs resourcing, while start-up funding will help increase licensed spaces for children aged 0-5 in line with space creation plans.

### CWELCC Funding – Updates to 2024 Allocations: Emerging Issues

In 2024 emerging issues funding has been allocated to address non-discretionary costs for CWELCC-enrolled providers. Announced in November 2023, this funding supports essential expenses such as occupancy, salaries, benefits, and food costs. The Manitoulin-Sudbury DSB received an initial allocation of \$70,542 for January to March 2024, followed by an additional \$21,681 in April to help manage rising operational costs. In response to further financial pressures, a final increase of \$72,319 was [announced](#) in September bringing the total funding for 2024 to \$164,542. This funding has been crucial for maintaining stable and accessible child care services as we transition to the new cost-based model in 2025.

## **Ontario Works**

In the third quarter, the Ontario Works/Temporary Care Caseload average was 473. Compared to last year at this time, the caseload has increased by 3.50%.

### **Centralized Intake**

The Manitoulin-Sudbury District Services Board (DSB) received 140 applications in the third quarter. Of the 140 applications received, 44 were auto-granted by the Intake and Benefits Administration Unit (IBAU), 42 were referred by the IBAU to the Manitoulin-Sudbury DSB for processing, 15 were transfers from another Ontario Works office, 21 were for Emergency Assistance which is completed online and sent to the local office for processing and 13 applications were processed at the local office rather than being referred to Centralized Intake as certain applications are not yet being processed by the IBAU. The remaining 5 applications were referrals from ODSP for individuals to participate in Ontario Works programming.

The initial goal of Centralized Intake was to have 70% of applications completed by the IBAU. During the third quarter, 31% of applications were completed by the IBAU.

### **Policy Changes to Support Centralized Intake**

Staff received a [memo](#) from the Ministry of Children, Community and Social Services (MCCSS) to advise that as of October 1, 2024, regulatory changes have been made to designate MCCSS as the Ontario Works delivery agent in 10 municipal geographic areas in the province and designate these CMSM's as delivery partners. The 10 areas are listed in the memo, none of the areas are in Northern Ontario.

In these 10 areas, the ministry will be responsible for initial eligibility decisions, including authorization of initial payments, and notifying applicants. Full implementation across the province will be completed in 2025.

### **2025 Ontario Works Performance Measures and Targets**

On September 12, staff received a [memo](#) providing notice of the 2025 performance measures and targets from the Ministry of Children, Community and Social Services. The targets are set by the ministry against the performance measures and can be found within the memo.

### **2025 Ontario Works Program Delivery Funding**

On September 6th, staff received [verification](#) of the 2025 Ontario Works Program Delivery Funding (PDF) planning allocations from MCCSS. Given the rise in caseload numbers, the ministry has changed the funding model and will no longer be holding Ontario Works delivery partners at their 2018 expenditure actuals. The 2025 funding has been adjusted to account for the transfers related to the Employment Services Transformation (EST).



## **Employment Ontario**

The Employment Services (ES), Youth Job Connect (YJC), and Youth Job Connect Summer (YJCS) programs continue to be advertised and delivered from the Chapleau office.

From July to September 2024:

- There were 14 new intakes for Employment Services.
- There were no new intakes for the YJC program, however two files were closed during this period.
- There were no new intakes for the YJCS program, however 4 files were closed during this period.
- 561 people attended the resource centre including 13 employers.

## **Quality Assurance**

During the third quarter of 2024, the Quality Assurance Coordinator for the Child Care and Ontario Works programs focused on enhancing professional development, improving service delivery, and supporting staff onboarding. A significant achievement was the coordination of a series of one-hour training sessions. These sessions, facilitated by Karine Silverwoman, cover critical topics including the Window of Tolerance, Trauma-Informed Care, and Conflict and Connection. The inaugural session was held virtually on September 5th, with 17 employees in attendance.

On September 20th and 21st, an in-person professional development workshop on Solution-Focused Coaching was hosted in Espanola. This workshop focused on boosting client engagement by aligning clients' strengths and priorities with service providers' expertise to set achievable goals. The workshop was led by Patricia J. Baldwin, a certified Solution-Focused Coach with over 15 years of experience in training health care and social service providers. A total of 38 participants attended from various organizations across the district, including Child Care, EarlyON, Kunuwanimano Child and Family Services, Mnaamodzawin, Compass Child and Youth Mental Health Services, and the Manitoulin-Sudbury District Services Board.

The annual fall all-staff professional development took place from September 24th to 26th, which included team members from Integrated Human Services, Infrastructure and Maintenance, Finance, and Paramedic Services. This event featured a half-day session on Workplace Professionalism and a full-day session on Inclusion, Diversity, Equity, and Accessibility.

The team has been working on the development of the 5-year Early Years and Child Care Service System Plan, which will be released in the first quarter of 2025.

Overall, the third quarter of 2024 demonstrated a strong commitment to enhancing the skills and knowledge of staff within the Child Care and Ontario Works programs, emphasizing the importance of professional development and fostering an inclusive environment for both employees and clients.

During the 3rd quarter, the Quality Assurance Coordinator for Housing and Homelessness has been focusing on streamlining some internal processes.

The QA Coordinator has been exploring Emergency Housing solutions in the district to potentially house the homeless population throughout the colder months. This exploration is new and will require collaboration with community partners to provide support to these individuals.

As of the end of Q3, there were a total of 50 households/57 individuals on the By Name List, 15 of whom identified as Indigenous, 28 individuals are in the LaCloche area, 21 on Manitoulin Island, 0 in Sudbury North, and 7 were from Sudbury East.

It is important to highlight as we are coming into the colder months that of these 57 actively homeless individuals, 9 of them identified as being unsheltered. Staff in collaboration with the Change Team are working on identifying existing community spaces within our district that can be utilized as warming spaces during these colder months.

### **Community Housing**

There were 671 applications at the end of the 3<sup>rd</sup> quarter. The applicant breakdown is as follows:

1 Bedroom	501	2 Bedroom	74
3 Bedroom	54	4 bedroom	42

Staff continue to identify and complete the application process with eligible applicants for the DSS program. All applicants receiving the benefit are deemed housed. As of the end of this quarter there were 225 active DSS recipients. At the end of Q2 of this year there were 226 recipients and at this time last year there were 212.

Per DSB Policy, every effort is being made where the waitlist allows us to mix the Community Housing Buildings with RGI, Affordable and Market Rent Tenants. As of September 20, 2024, we have successfully housed 27 market rent tenants and 134 affordable rent tenants. This represents 9% and 45% of our portfolio respectively and shows an increase of 4 Market rent and a decrease of 1 affordable rent from last quarter. Comparably, at this time last year, we reported 15 market rent tenants (5%) and 118 affordable (40%)

As of the end of the 3<sup>rd</sup> quarter of 2024, 225/295 of the portfolio's units are designated as Smoke-free. This represents 76% of the full portfolio currently. Units are designated as turnover occurs or should the current resident choose.

### **Sudbury North Housing Case Management**

On September 18, 2024, an [issue report](#) on Housing Case Management (HCM) in Sudbury North was presented to the Board. In September 2023, the Manitoulin-Sudbury District Services Board (DSB) launched a housing case management pilot program in

Sudbury North. The program is designed to support the tenants living in Community Housing to have successful tenancies.

Primarily support is offered to at-risk tenancies. Case management can include individualized action plans, financial support, employment and education support, and mental health support. Although the program priority is DSB Community Housing tenants, this HCM position has the flexibility to support community members who are experiencing homelessness.

Staff believe the support is vital to the community and thus recommended the Finance committee review the budgetary impact of providing HCM internally during the 2025 budget process.

### **Housing and Homelessness Progress Report**

The progress [report](#) is provided to the Board and the Ministry of Municipal Affairs and Housing as an update on the final year of the 10-Year Housing and Homelessness Plan.

### **Homelessness Prevention Program**

On August 28th, 2024, staff received [confirmation](#) from the Ministry of Municipal Affairs and Housing that the Manitoulin-Sudbury DSB's [Homelessness Prevention Program \(HPP\) Investment Plan](#) for 2024-25 has been approved.

### **Ending Chronic Homelessness Research and Advocacy Project**

On August 30th, 2024, the Association of Municipalities of Ontario (AMO), the Ontario Municipal Social Services Association (OMSSA), and the Northern Ontario Service Deliverers Association (NOSDA) forwarded a [memo](#) to all Ontario Municipal Social Managers, CAOs, City Managers, Heads of Council and District Social Services Administration Boards to advise of an unprecedented research project.

AMO, OMSSA, and NOSDA have partnered together with HelpSeeker Technologies to undertake an Assessment of Need and Cost to End Chronic Homelessness in Ontario.

Once completed the work will serve as a platform for evidence-based-informed policy development, advocacy, and service planning to end chronic homelessness.

### **Homelessness and Addiction Recovery Treatment Hubs**

Staff received [communication](#) on August 29th, advising that HART Hubs will be led by the Ministry of Health in partnership with the Ministry of Municipal Affairs and Housing; the Ministry of Children Community and Social Services; and the Ministry of Labour, Immigration, Training and Skills. The communication advised that Ontario is investing \$378 million over four years to support a Demonstration Project for 10 new HART Hubs across the province, 2 of which will be Indigenous Led. HART Hubs will be selected through a Call for Proposals Service Managers were asked to share the Call for Proposals

with community partners. Staff shared the call for proposals with community partners and a proposal was submitted by a community agency for consideration by the provincial review team, announcements of successful proponents are expected before the end of Q4.

## **Projects Underway**

### **Capital Projects with Housing Services Corporation**

The Chapleau landscaping project is well underway with only one change order submitted for a third exit after it was determined that the two remaining exits were too close to each other. This project's expected completion date is set for mid-November.

The Gogama Base abatement has been completed, the project took a little longer than expected due to 2 significant issues being identified, which have been resolved.

The 70 Barber Street Make-Up Air unit replacement project has been awarded to DMC Electrical & Mechanical Ltd. with 72% being covered by 23/24 OPHI funds, work to commence in late October.

Mindemoya window replacement project has been awarded to Barne Builders with 92% of the project being covered with 24/25 COCHI funds.

## **Work Orders**

During the quarter (July - September 2024) a total of 265 Work Orders were generated: 204 for Community Housing; 4 for Administration Offices, and 57 for Paramedic Services. There were 169 Work Orders closed or resolved during that time.

There were 8 work orders for unit turnovers: all for apartments. Work orders are closed if the work is done in-house, or when the invoice is paid from an outside source.

## **COCHI-OPHI**

Staff received [correspondence](#) from the Minister of Municipal Affairs and Housing to confirm that our 2024-2025 COCHI-OPHI Investment Plans were approved.

### **Donna Stewart**

Chief Administrative Officer  
Manitoulin-Sudbury District Services Board  
Phone: 705-222-0499  
E mail: [donna.stewart@msdsb.net](mailto:donna.stewart@msdsb.net)  
Website: [www.msdsb.net](http://www.msdsb.net)

				Manitoulin-Sudbury DSB			
				3rd Quarter Report (Unaudited)			
				AS AT 9/30/2024			
	Total Gross Budget				Municipal Share Budget		
	YTD	YTD	OVER(UNDER)	ANNUAL	YTD	MUNICIPAL	MUNICIPAL
	ACTUAL	BUDGET	BUDGET	BUDGET	MUNICIPAL	SHARE	Over(Under)
						FORECAST	Budget
							Forecast
Ontario Works 100% Funded	\$ 1,745,132	\$ 1,754,511	\$ (9,379)	\$ 2,327,365	\$ 786,747	\$ 1,043,031	\$ 1,043,031
	\$ 5,978,351	\$ 5,979,960	\$ (1,609)	\$ 7,973,088			\$ -
Child Care	\$ 9,383,706	\$ 9,427,279	\$ (43,573)	\$ 12,563,632	\$ 334,019	\$ 668,038	\$ 668,038
							\$ -
Community Housing 100% Funded	\$ 1,590,165	\$ 2,069,797	\$ (479,632)	\$ 2,665,115	\$ 1,590,165	\$ 2,224,568	\$ 2,665,115
	\$ 363,520	\$ 361,685	\$ 1,835	\$ 482,246			\$ (440,546)
Paramedic Services Wiikwemikong, PTS, CP	\$ 13,127,953	\$ 12,951,190	\$ 176,763	\$ 17,243,571	\$ 5,406,644	\$ 7,931,036	\$ 7,374,647
	\$ 4,079,570	\$ 3,957,087	\$ 122,483	\$ 5,276,116	\$ 95,041	\$ 127,345	\$ 127,345
							\$ 556,389
							\$ -
TOTAL EXPENSES	\$ 36,268,397	\$ 36,501,509	\$ (233,112)	\$ 48,531,133	\$ 8,212,615	\$ 11,994,018	\$ 11,878,176
							\$ 115,843
Interest Revenue	\$ (727,790)	\$ (74,372)	\$ (653,418)	\$ (99,163)	\$ (727,790)	\$ (877,790)	\$ (99,163)
TOTAL EXPENSES	\$ 35,540,607	\$ 36,427,137	\$ (886,530)	\$ 48,431,970	\$ 7,484,825	\$ 11,116,228	\$ 11,779,013
							\$ (662,784)

	NET Municipal Variance	Explanation of Unaudited Municipal Share- AS OF September 30, 2024
Ontario Works	\$ -	Municipal share of administration expenses is forecasted to be on budget.
Child Care	\$ -	Municipal share of Child Care expenses are forecasted to be on budget.
Community Housing	\$ (440,546)	<p><b>(0) + (\$268,292) + (\$59,086) + (\$113,168) = (\$440,546) surplus</b></p> <p>Federal Funding is forecasted to be on budget.</p> <p>Direct operated rev &amp; exp and program support allocation is forecasted to be <b>(\$268,292)</b> under budget</p> <ul style="list-style-type: none"> <li>- Rental Revenues are forecasted to be (\$93,871) more than budgeted.</li> <li>- Direct operating expenses are forecasted to be (\$21,721) under budget due to: utilities (\$58,235) under budget, salaries &amp; benefits \$18,881 over budget, maintenance expenses over budget \$13,609, other admin expenses over budget \$21,546; bad debt expense over budget by \$25,920</li> <li>- Program Support Allocation is forecasted to be (\$152,700) under budget.</li> </ul> <p>Rent Supplement program is forecasted to be <b>(\$59,086)</b> under budget.</p> <p>Non-Profit, Rent Supp, and Urban Native expenses are forecasted to be <b>(\$113,168)</b> under budget.</p>
Paramedic Services	\$ 556,389	<p>Paramedic Services municipal share is forecasted to be <b>\$556,389</b> over budget.</p> <p>The MOHLTC funding is forecasted to be on budget with all MOH funding allocation for 2024 received and agrees to budgeted.</p> <p>Medic Staffing and Benefits is forecasted to be over budget by <b>\$164,622</b>.</p> <p>Admin Staffing and Benefits is forecasted to be over budget by <b>\$83,912</b></p> <p>Non Wages are forecasted to be over budget by <b>\$307,855</b></p> <ul style="list-style-type: none"> <li>- Other Transportation &amp; Communication is forecasted to be (\$7,382) under budget</li> <li>- Operational Staffing Travel and meals are forecasted to be over budget by \$61,249</li> <li>- Software costs are forecasted to be over budget by \$3,640</li> <li>- Legal and Arbitration Costs are forecasted to be over budget by \$54,605</li> <li>- Program Support is forecasted to be (\$50,262) under budget</li> <li>- Vehicle repairs and maintenance are forecasted to be over budget by \$102,292.</li> <li>- Building repairs and maintenance, grounds and utilities are forecasted to be \$102,354 over budget</li> <li>- Mal Practice Liability Insurance is forecasted to be \$7,815 over budget</li> <li>- Supplies are forecasted to be \$33,544 over budget.</li> </ul>
Patient Transfer Service	\$ -	Patient Transfer Service Municipal share is forecasted to be on budget
Interest Revenue	\$ (778,627)	Interest Revenue is forecasted to be (\$778,627) more than budgeted which results in a municipal surplus.
	<b>\$ (662,784)</b>	

2025 TOTAL BUDGET

Cost Centre	2025 Total Budget	2024 Total Budget	% Variance Gross Program	2025 Fed/Prov Share	2024 Fed/Prov Share	2025 Municipal Share	2024 Municipal Share	Municipal Variance	% Variance Program	% Variance of Total Municipal
Ontario Works Programs	9,305,334	9,799,767	-5.05%	8,562,775	9,072,878	742,559	726,889	15,670		0.13%
OW Program Support	644,683	632,284		322,342	316,142	322,341	316,142	6,199		
Net Ontario Works	9,950,017	10,432,051		8,885,117	9,389,020	1,064,900	1,043,031	21,869	2.10%	0.19%
Children's Services	17,234,444	12,099,293	42.44%	17,042,661	11,873,026	191,783	226,267	-34,484		
CS Program Support	498,824	464,340		22,569	22,569	476,255	441,771	34,484		
Net Children's Services	17,733,268	12,563,633		17,065,230	11,895,595	668,038	668,038	0	0.00%	0.00%
Community Housing	2,366,352	2,241,177	5.59%	165,704	272,524	2,200,648	1,968,653	231,995		2.00%
Housing Program Support	609,568	542,517		0	0	609,568	542,517	67,051		
	2,975,920	2,783,694		165,704	272,524	2,810,216	2,511,170	299,046		
Investment in Affordable Housing Program	759,900	474,953		759,900	474,953	0	0	0		
Net Community Housing	3,735,820	3,258,647		925,604	747,477	2,810,216	2,511,170	299,046	11.91%	2.57%
Paramedic Services	23,287,431	21,383,224	8.91%	16,620,916	15,017,694	6,666,515	6,365,530	300,985		2.59%
Paramedic Services Program Support	1,235,550	1,136,462				1,235,550	1,136,462	99,088		
Net Paramedic Services	24,522,981	22,519,686		16,620,916	15,017,694	7,902,065	7,501,992	400,073	5.33%	3.44%
Program Budget	52,953,461	45,998,414	7.67%	43,151,956	36,711,075	9,801,505	9,287,339	514,166		4.42%
Program Support	2,988,625	2,775,603		344,911	338,711	2,643,714	2,436,892	206,822		
Subtotal	55,942,086	48,774,017		43,496,867	37,049,786	12,445,219	11,724,231	720,988		
Interest Revenue	-199,163	-99,163		0	0	-199,163	-99,163	-100,000		-0.86%
Net Budget	55,742,923	48,674,854		43,496,867	37,049,786	12,246,056	11,625,068	620,988		5.34%
Total Budget Increase (Decrease)	14.52%	7,068,069		17.40%	6,447,081	Total Municipal Variance		620,988	5.34%	

# Ontario Works Budget

	Page #	2025 Budget	2025 Municipal Share	2025 Provincial Share	2024 Budget	2024 Municipal Share	2024 Provincial Share	Municipal Variance	2024 Forecast	2023 Actual
Program Allowances	36	4,725,890	-	4,725,890	4,886,776	-	4,886,776	-	4,320,779	4,279,204
Discretionary Benefits	36	179,520	-	179,520	182,420	-	182,420	-	146,668	141,378
Our Kids Count		120,400	120,400	-	120,400	120,400	-	-	120,400	120,400
Program Delivery	37	2,166,000	944,500	1,221,500	2,336,831	922,631	1,414,200	21,869	2,336,831	2,343,764
Employment Ontario	39	220,607	-	220,607	368,024	-	368,024	-	368,024	243,981
Homeless Prevention Program (HPP)	40	2,537,600	-	2,537,600	2,537,600	-	2,537,600	-	2,537,348	975,238
<b>Total</b>		<b>9,950,017</b>	<b>1,064,900</b>	<b>8,885,117</b>	<b>10,432,051</b>	<b>1,043,031</b>	<b>9,389,020</b>	<b>21,869</b>	<b>9,830,050</b>	<b>8,103,965</b>
OW Program Municipal Share Change								2.10%		
Impact on Municipal Share of Total DSB Budget								0.19%		



Children's Services Budget

	Page #	2025 Budget	2025 Municipal Share	2025 Subsidy	2024 Budget	2024 Municipal Share	2024 Subsidy	Total Budget Variance	Municipal Variance	Provincial Variance	2024 Forecast	2023 Actual
Fee Subsidy (0-12)		147,746	-	147,746	128,968	-	128,968	18,778	-	18,778	142,382	100,244
OW Formal & Informal (0-12)		52,648	-	52,648	52,648	-	52,648	0	-	0	52,648	91,068
Wage Enhancement (6-12)		102,708	4,669	98,039	485,918	6,767	479,151	(383,210)	(2,098)	(381,112)	527,282	497,492
Operating Grant (6-12)		1,973,143	169,813	1,803,330	-	167,715	(167,715)	1,973,143	2,098	1,971,045	960,468	3,201,163
Special Needs Resourcing (0-12)		789,321	-	789,321	690,316	-	690,316	99,005	-	99,005	650,919	617,873
Capacity Building (0-12)		435,525		435,525	394,825		394,825	40,700	-	40,700	408,275	377,251
Play Based (6-12)		68,000		68,000	136,000		136,000	(68,000)	-	(68,000)	127,500	127,500
Repairs and Maintenance (6-12)		68,000		68,000	136,000		136,000	(68,000)	-	(68,000)	136,000	127,500
CWELCC - WC PL (6-12)		159,264		159,264	-		-	159,264	-	159,264	-	-
Operating Grant (0-5)		11,113,319		11,113,319	-		-	11,113,319	-	11,113,319	-	-
Expansion (2023)		-		-	2,397,252	150,000	2,247,252	(2,397,252)	(150,000)	(2,247,252)	2,397,252	2,192,053
ELCC (2023)		-		-	602,616		602,616	(602,616)	-	(602,616)	612,576	602,616
Operating Grant (2023)		-	-	-	2,830,752	-	2,830,752	(2,830,752)	-	(2,830,752)	3,160,353	-
CWELCC (2023)		-	-	-	1,974,663		1,974,663	(1,974,663)	-	(1,974,663)	2,030,632	1,352,136
CWELCC Administration		-	-	-	116,529		116,529	(116,529)	-	(116,529)	278,818	116,529
EarlyON	43	1,882,790	-	1,882,790	1,854,329	-	1,854,329	28,461	-	28,461	1,882,790	1,867,186
EarlyON Administration	43	160,098		160,098	157,186		157,186	2,912	-	2,912	160,098	144,330
Administration		780,706	493,556	287,150	605,631	343,556	262,075	175,075	150,000	25,075	610,230	544,510
Total		17,733,268	668,038	17,065,230	12,563,633	668,038	11,895,595	5,169,635	-	5,169,635	14,138,223	11,959,451
Child Care Program Municipal Share Change									0.00%			
Impact on Municipal Share of Total DSB Budget									0.00%			

# Community Housing Budget

	Page #	2025 Budget	2025 Municipal Share	2025 Provincial Share	2024 Budget	2024 Municipal Share	2024 Provincial Share	Budget Variance	Municipal Variance	Provincial Variance	2024 Forecast	2023 Actual
Public Housing	45	1,868,892	1,868,892	-	1,809,098	1,809,098	-	59,794	59,794	-	1,487,039	1,393,517
Non-Profit Providers	47	458,341	331,854	126,487	425,909	225,805	200,104	32,432	106,049	(73,617)	348,503	630,186
Transfer to Reserve	48	648,687	609,470	39,217	548,687	476,267	72,420	100,000	133,203	(33,203)	548,687	494,662
Community Housing		2,975,920	2,810,216	165,704	2,783,694	2,511,170	272,524	192,226	299,046	(106,820)	2,384,229	2,518,365
100% Prov Funding		759,900	-	759,900	474,953	-	474,953	284,947	-	284,947	502,630	412,250
Total		3,735,820	2,810,216	925,604	3,258,647	2,511,170	747,477	477,173	299,046	178,127	2,886,859	2,930,615
Community Housing Municipal Share Change									11.91%			
Impact on Municipal Share of Total DSB Budget									2.57%			

# Paramedic Services

	page #	2025 Budget	2024 Budget	Variance	2024 Forecast	2023 Actual
Salaries & Wages		11,839,308	10,758,315	1,080,993	11,058,368	10,199,902
Employee Benefits		3,427,443	3,223,479	203,964	3,312,040	3,056,582
Transportation & Communication	53	560,817	518,637	42,180	594,421	653,751
Services & Rentals	54	1,777,500	1,692,002	85,498	1,879,473	1,988,617
Supplies & Equipment	57	281,167	228,966	52,201	264,262	192,477
Vehicles	58	954,583	909,127	45,456	909,127	865,835
Community Paramedicine Revenue	52	(86,956)	(86,956)	-	(86,956)	(148,811)
		<b>18,753,862</b>	<b>17,243,570</b>	<b>1,510,292</b>	<b>17,930,735</b>	<b>16,808,353</b>
Community Paramedicine	61	1,649,273	1,250,000	399,273	1,250,000	954,178
Non Urgent Patient Transfer Service	59	1,045,478	788,156	257,322	343,752	504,298
Wiikwemkoong Paramedic Services	60	3,074,368	3,237,960	(163,592)	3,237,960	2,425,021
<b>Total</b>		<b>24,522,981</b>	<b>22,519,686</b>	<b>2,003,295</b>	<b>22,762,447</b>	<b>20,691,850</b>

<b>Paramedic Services Municipal Share</b>	<b>400,073</b>
<b>Paramedic Services Program Municipal Share Change</b>	<b>5.33%</b>
<b>Impact on Municipal Share of Total DSB Budget</b>	<b>3.44%</b>

Public Document



**Sables-Spanish Rivers Public Library**  
**Meeting Minutes**  
**October 3rd, 2024, at 6PM**  
**(May-August Business)**  
**In Person @ Massey Branch**

**Present**

<b>Board Chair:</b>	<b>Ursula Robinson</b>
<b>Board Secretary:</b>	<b>Jolie Bianchin (Zoom)</b>
<b>Board Member</b>	<b>Stacey Wagler</b>
<b>Board Member:</b>	<b>Kathy Moore</b>
<b>Board Member:</b>	<b>Kevin Burke</b>
<b>Board Member:</b>	<b>Sue Christiansen (Zoom)</b>
<b>Board Member:</b>	<b>Rachel Maville</b>
<b>Library CEO:</b>	<b>Tracey VanDerGulik</b>

**Regrets:** **Merri-Ann Hobbs**

**1. Meeting to be Called to Order 6:08 pm**

**2. Statement of Indigenous Respect & Acknowledgement:**

We would like to begin by acknowledging that the land on which we gather is the traditional territory of the Sagamok Anishinaabe People. We are dedicated to honouring Indigenous history and culture and are committed to moving forward in the spirit of reconciliation and respect. May we respectfully honour the voices of the Anishinaabe and ensure they are represented in our collections, programmes, and services.

**3. Additions to Agenda.**

None

**4. Disclosure of Conflict of Interest.**

None

**5. Approval of May Minutes & Agenda.**

Be it RESOLVED that the May Minutes and Agenda have been approved by the board.  
Moved by Kevin Burke. Seconded by Kathy Moore. **CARRIED: 2024-29**

## **6. Business Arising from the Minutes:**

6.1 – from last minutes. RBC will not sponsor.

## **7. Correspondence.**

Luke Lance reached out regarding Radon education. He would like to do a presentation through town or library. Would the Municipality like to host the Radon Month (November) education session.?

Discussion:

- Kevin suggest Sadowski Room and one in Webbwood. He will talk to township and see about raising awareness.
- CEO – presenter suggests mid October. Email will be sent to Ann and Kevin Burke. If township does not want to host the library will for sure.

## **8. Health & Safety Review.**

- a) Discussed incident that took place at Webbwood library.
- b) First Aid training has been completed.
- c) AED components need to be updated to be compliant. We need to purchase the kit (wall mounting kit) and adult /infant pads. Received two quotes. Quote 1 - 515.28 – Zoll
  - a. Quote 2 - Tebex emergency – 2,721.04
- d) Narcan kits expiring next month but they are free.
- e) Public Health came in and assessed our kitchen in Webbwood. Surprise visit and formal visit. Chemicals cannot be in kitchen area. They are now locked up in another area. Mouse traps. We need to monitor the pest control and how many we have.
- f) Outdoor lighting is all fixed up and it is all lite up.
- g) Employees all wear their panic button (necklace).
- h) Board should recognize library employee for her bravery – she went above and beyond. Township will discuss providing a certificate.

Discussion:

- Ursula asked if we could allocate the expense of AED to office expense as Health and Safety has gone over budget.
- Kevin Burke suggests considering increasing budget allocation for Health and Safety for next budget.

Be it RESOLVED that the board approves the purchase of a new AED kit in the amount of \$515.28 in order to comply with Health and Safety regulations. Moved by Stacey Wagler. Seconded by Kevin Burke. **CARRIED: 2024-30**

## **9. New Business.**

None

## **I0. CEO Monthly Report:**

### **I0.1. SSRPL Asset Management Plan – Building Condition Assessment of Massey & Webbwood Library Repairs Update.**

- Foundation repair has been fixed.
- LED lighting is complete.
- Leak in air conditioner. One whole sealed unit. Installed by saveonenergy. CEO reaching out to see if this is under warranty or if it can be fixed.
- AC repairs. Power outage affected them.
- GFI plugs all done.
- Outdoor lighting is completed.
- Hump in walkway – it is getting worse. Complaints are happening. Repair will be completed by township soon. Next year – it will be paved property.

Discussion:

CEO - Budget spreadsheet (maintenance)– over budget because of these unforeseen circumstances. Will increase maintenance budget for next budget year.

### **I0.2. Program/Events Update.**

- Calendars out. Summer events went over very well.
- Summer reading program went very well. Over twelve students attended. Programming was shared – same programming.
- Online auction – May – \$805 was raised.
- Paint night coming up – fundraiser. We require at minimum fifteen people for us to get proceeds. We are up to nineteen signed up. Looking to get more people. Alcohol will be served as well as non alcoholic beverages. Webbwood eagles is another location for paint night.
- Dinosaur exhibit cancelled at last minute. He did cash cheque. Reached out September 5<sup>th</sup> and he is unable to commit to doing the exhibit. We asked for refund (\$425) and Espanola is having the same issue with this company. We are still looking into getting our money back. CEO will call him. Not responding to email.

Discussion:

Life lesson – no payments in advance

Suggestion: Communicate that the Board will seek legal action/fraud charges if he does not refund within a certain time period.

### **I0.3. Youth Job Connect (Cambrian College) Job Placement Update.**

Placement went fairly well. There were some minor concerns raised.

### **I0.4. Audit Update.**

- Long going process. Dropped the paperwork to accountants in summer. Holidays and back and forth. Proof of 2022 payroll and paystubs needed. Revenue Canada t4's can be retrieved.

Discussion:

Revenue Canada T4's can be retrieved as proof of payroll.

QuickBooks will be our best friend. We will not have an issue with this again.

Hopefully, our next meeting in November will be with auditor.

Ursula - Do we have to have an audit? Can it just be a review? CEO will look into it. Grants may require audits, etc.

#### **10.5. Library Recruitment.**

Branch librarian (Webbwood) going on parental leave. We need to hire someone on contract for 18 months. Recruitment will commence soon.

#### **10.6. Library Donations Update.**

Good news. Donation has been advertised and recognition given to the donors.

#### **10.7. Library Fundraising.**

Sue – Tracey has bags at the library (we have extra). Use Glitter vinyl on bags... personalize them. Sue will print it out. Sue can make ten templates. Under \$5 to make and we can sell for over \$20.

Discussion: Ursula - Christmas in Massey – can it be ready for that? Sue – yes. Can customize on the spot as well.

#### **10.8. Massey Library Sewage**

Update. Sewage issues. Looking into getting a snake.

Discussion: Kevin – should public works be taking care of this? To call a plumber or septic guy and pay \$500? Kevin will discuss with Anne.

#### **10.9. Resource Sharing for Groups – ILL Migration Training.**

Interlibrary loan system. Resource sharing. Launches on November 14<sup>th</sup>.

#### **10.10. Minimum Wage Increase.**

\$17.20/hour starting Oct 21, 2024

#### **11. Policy Review.**

NONE

##### **11.1. Policy Review Schedule.**

None – moved to Next Meeting.

#### **12. Monthly Financials:**

MAY FINANCIALS

	SSRPL May 2024 Chequing Account Report - Apr. 30th-May 31st, 2024				
	Opening Bank Balance:				\$91,786.52
Date	Description	Invoice #	Cheque # (if applicable)	Net Adjustment to Bank	Bank Balance
01-May-24	Bank Fees			\$0.50	\$91,786.02
01-May-24	Bank Fees			\$1.70	\$91,784.32
01-May-24	Eastlink			\$252.22	\$91,532.10
01-May-24	Monthly Fee			\$6.00	\$91,526.10
01-May-24	Transaction Fees			\$12.50	\$91,513.60
01-May-24	In Branch Cash Deposit Fee			\$5.43	\$91,508.17
02-May-24	W Branch Librarian Wage			\$1,115.97	\$90,392.20
02-May-24	CEO Wage			\$1,916.49	\$88,475.71
02-May-24	W Cleaning Wage			\$240.00	\$88,235.71
02-May-24	M Cleaning Wage			\$240.00	\$87,995.71
02-May-24	M Branch Librarian Wage			\$1,200.23	\$86,795.48
02-May-24	Bell			\$150.69	\$86,644.79
02-May-24	Credit Card Payment			\$3,264.11	\$83,380.68
06-May-24	TSSR Budget 2024 Deposit			\$137,507.13	\$220,887.81
07-May-24	Eastlink			\$252.22	\$220,635.59
08-May-24	Revenues Deposit			\$22.95	\$220,658.54
09-May-24	Revenues Deposit			\$236.50	\$220,895.04
09-May-24	Bell			\$120.16	\$220,774.88
09-May-24	PaySimply CRA			\$2,960.98	\$217,813.90
13-May-24	Balance Owing on former CEO (MW) Credit Card			\$138.83	\$217,675.07
14-May-24	Meridian W Copier Lease Monthly Fee			\$174.93	\$217,500.14
15-May-24	Hydro			\$547.55	\$216,952.59
15-May-24	Hydro			\$606.67	\$216,345.92
15-May-24	W Branch Librarian Wage			\$1,081.55	\$215,264.37
17-May-24	CEO Wage			\$1,916.49	\$213,347.88
17-May-24	TSSR Annual Insurance Fees			\$4,014.36	\$209,333.52
17-May-24	M Branch Librarian Wage			\$1,296.03	\$208,037.49
17-May-24	CVS Midwest Tape (Hoopla Digital) Monthly Fee		42	\$214.34	\$207,823.15
17-May-24	Rob Hunter Home Heating (W AC Repairs)			\$994.40	\$206,828.75
21-May-24	TSSR Bob Conroy Litter Walk Donation			\$200.00	\$207,028.75
22-May-24	Bob Conroy Litter Walk Donation Deposit from Webbwood Eagles Club			\$100.00	\$207,128.75
29-May-24	Dan's Electric			\$146.84	\$206,981.91
30-May-24	Revenues Deposit (Including spring online auction)			\$1,445.30	\$208,427.21
31-May-24	M Page Wage			\$198.83	\$208,228.38
31-May-24	W Branch Librarian Wage			\$1,081.55	\$207,146.83
31-May-24	CEO Wage			\$1,916.49	\$205,230.34
31-May-24	Bank Fee			\$1.50	\$205,228.84
31-May-24	M Branch Librarian Wage			\$1,200.23	\$204,028.61
31-May-24	Eastlink			\$124.25	\$203,904.36
	Closing Balance =				\$203,904.36
Total Debits & Cheques from Chequing Account (-):		27,394.04			
Total Deposits & Credits from Chequing Account (+):		139,511.88			
Chequing Account Monthly Fees:		27.63			
	SSRPL May 2024 Credit Card Report - May 4th-June 3rd, 2024				
	Opening Credit Card Balance =			\$3,261.11	
Date:	Description:	Charges	Payments	Credit Card Balance	
03-05-2024	Amazon (Collections)	32.62		\$3,293.73	
04-05-2024	Amazon (M Lego Wall)	621.83		\$3,915.56	
05-05-2024	Quickbooks Monthly Fee	\$58.93		\$3,974.49	
06-05-2024	CC Payment Received		3264.11	\$710.38	
08-05-2024	Structube (M Chair Purchase)	\$200.00		\$910.38	
08-05-2024	Structube (M Chair Purchase)	\$200.00		\$1,110.38	
08-05-2024	Structube (M Chair Purchase)	\$200.00		\$1,310.38	
08-05-2024	Structube (M Chair Purchase)	\$200.00		\$1,510.38	
08-05-2024	Structube (M Chair Purchase)	\$99.48		\$1,609.86	
10-05-2024	Espanola Public Library ILL Replacement Fee	\$30.00		\$1,639.86	
11-05-2024	Wordpress Monthly Fee	\$61.02		\$1,700.88	
12-05-2024	Amazon (Collections)	\$22.35		\$1,723.23	
13-05-2024	Amazon (Library Supplies)	\$44.16		\$1,767.39	
13-05-2024	OLS Fee	\$56.50		\$1,823.89	
14-05-2024	Massey Home Hardware (Library Supplies)	\$30.48		\$1,854.37	
22-05-2024	Freshco (Program Supplies)	\$14.67		\$1,869.04	
22-05-2024	Dollarama (Program Supplies)	\$31.08		\$1,900.12	
22-05-2024	Dollarama (Program Supplies)	\$64.41		\$1,964.53	
22-05-2024	Amazon (Library Supplies)	\$225.70		\$2,190.23	
22-05-2024	Amazon (Library Supplies)	\$20.33		\$2,210.56	
26-05-2024	Poiriers Confectionary & Pizza (Pizza Purchase for Bob Conroy Litter Walk)	\$139.58		\$2,350.14	
02-06-2024	Adobe Monthly Membership Fee	\$29.37		\$2,379.51	
03-06-2024	Amazon Prime Monthly Fee	\$11.29		\$2,390.80	
			Total Charges=	\$2,390.80	
Total Expenses for May (Chequing Account + Credit Card) =		\$ 29,784.84			

Be it RESOLVED that the council accepts May Expenses in the amount of \$ 29,784.84.  
Moved by Sue Christiansen. Seconded by Kathy Moore. **CARRIED. 2024-31**



## JUNE FINANCIALS:

SSRPL September 2024 Chequing Account Report May 31st-June 28th, 2024					
				Opening Bank Balance:	\$203,904.36
Date	Description	Invoice #	Cheque # (if applicable)	Net Adjustment to Bank	Bank Balance
03-Jun-24	OMERS Contribution			\$2,077.46	\$201,826.90
03-Jun-24	Bell			\$76.79	\$201,750.11
03-Jun-24	Bank Fees			\$6.00	\$201,744.11
03-Jun-24	Bank Fees			\$15.00	\$201,729.11
03-Jun-24	Bank Fees			\$8.62	\$201,720.49
05-Jun-24	Revenues Deposit			\$278.00	\$201,998.49
05-Jun-24	Petty Cash Withdrawl			\$150.00	\$201,848.49
06-Jun-24	VSC Reimbursement to M Page			\$41.00	\$201,807.49
07-Jun-24	Laurentian Business Products Fees			\$101.58	\$201,705.91
07-Jun-24	Laurentian Business Products Fees			\$394.36	\$201,311.55
07-Jun-24	CVS Midwest Tape (Hoopla Digital)		45	\$219.93	\$201,091.62
10-Jun-24	TEBEKS Emergency Training Inc. (First Aid Training for 3 Staff)			\$406.80	\$200,684.82
10-Jun-24	Bell			\$61.12	\$200,623.70
10-Jun-24	Eastlink			\$124.25	\$200,499.45
12-Jun-24	UPS Canada Customs Brokerage for EDU Kit		46	\$55.09	\$200,444.36
13-Jun-24	Around & About/Paperworks Inc.			\$124.30	\$200,320.06
13-Jun-24	Credit Card Payment			\$4,000.85	\$196,319.21
14-Jun-24	M Page Wage			\$101.56	\$196,217.65
14-Jun-24	W Branch Librarian Wage			\$1,081.55	\$195,136.10
14-Jun-24	CEO Wage			\$1,916.49	\$193,219.61
14-Jun-24	PaySimply CRA Payroll Source Deduction			\$4,901.09	\$188,318.52
14-Jun-24	W Cleaning Wage			\$240.00	\$188,078.52
14-Jun-24	M Cleaning Wage			\$240.00	\$187,838.52
14-Jun-24	M Branch Librarian			\$1,200.23	\$186,638.29
14-Jun-24	Library Cheque Order			\$109.51	\$186,528.78
14-Jun-24	FOPL (Federation of Public Libraries)		44	\$75.00	\$186,453.78
17-Jun-24	Meridan W Copier Lease			\$174.93	\$186,278.85
17-Jun-24	Hydro			\$379.35	\$185,899.50
17-Jun-24	Hydro			\$484.99	\$185,414.51
28-Jun-24	M Page Wage (Includes First Aid & CPR Training Wage)			\$294.26	\$185,120.25
28-Jun-24	Cambrian College Youth Job Connect Wage			\$931.50	\$184,188.75
28-Jun-24	W Branch Librarian Wage			\$1,081.55	\$183,107.20
28-Jun-24	CEO Wage (Includes First Aid & CPR Training Wage)			\$2,067.32	\$181,039.88
28-Jun-24	Bank Fees			\$1.50	\$181,038.38
28-Jun-24	Bank Fees			\$1.50	\$181,036.88
28-Jun-24	Bank Fees			\$1.50	\$181,035.38
28-Jun-24	OMERS Contribution			\$3,257.02	\$177,778.36
28-Jun-24	M Branch Librarian Wage (Includes First Aid & CPR Training Wage)			\$1,304.80	\$176,473.56
Closing Balance					\$176,473.56
Total Debits & Cheques from Chequing Account (-):		\$27,708.80			
Total Deposits & Credits from Chequing Account (+):		\$ 278.00			
Chequing Account Monthly Fees:		\$ 34.12			
SSRPL September 2024 Credit Card Report June 4th-July 3rd , 2024					
Opening Credit Card Balance				\$2,390.80	
Date:	Description:	Charges	Payments	Credit Card Balance	
04-06-2024	Manulife (CEO Benefits)	\$19.40		\$2,910.20	
04-06-2024	Zoom Annual Fee	242.84		\$3,153.04	
05-06-2024	Amazon	\$14.35		\$3,167.39	
05-06-2024	Amazon	\$11.99		\$3,179.38	
05-06-2024	Quickbooks	\$77.01		\$3,256.39	
05-06-2024	Amazon	\$154.93		\$3,411.32	
05-06-2024	Amazon	\$156.00		\$3,567.32	
05-06-2024	Giant Tiger (Program Supplies)	\$8.99		\$3,576.31	
06-06-2024	Amazon	\$63.90		\$3,640.21	
06-06-2024	Amazon	\$63.90		\$3,704.11	
06-06-2024	Amazon	\$12.42		\$3,716.53	
06-06-2024	Amazon	\$21.18		\$3,737.71	
06-06-2024	Amazon	\$49.75		\$3,787.46	
07-06-2024	Amazon	\$54.24		\$3,841.70	
07-06-2024	Amazon	\$34.48		\$3,876.18	
07-06-2024	Amazon	\$38.79		\$3,914.97	
09-06-2024	Amazon	\$45.72		\$3,960.69	
10-06-2024	Amazon Reimbursement		20.86	\$3,939.83	
11-06-2024	Wordpress Monthly Fee	\$61.02		\$4,000.85	
13-06-2024	CC Payment Received		\$4,000.85	-\$0.00	
15-06-2024	Brodart (Library Supplies)	\$99.17		\$99.17	
26-06-2024	Freshco (Program Supplies)	\$60.32		\$159.49	
26-06-2024	Dollarama (Program Supplies)	\$32.21		\$191.70	
26-06-2024	Amazon	\$15.77		\$207.47	
27-06-2024	Amazon	\$70.07		\$277.54	
27-06-2024	Amazon	\$46.92		\$324.46	
27-06-2024	Amazon	\$182.18		\$506.64	
27-06-2024	Amazon	\$77.91		\$584.55	
27-06-2024	Amazon	17.38		\$601.93	
27-06-2024	Amazon	13.64		\$615.57	
28-06-2024	Amazon	28.15		\$643.72	
02-07-2024	Amazon Prime Membership Fee	11.29		\$655.01	
02-07-2024	Adobe Monthly Fee	29.37		\$684.38	
Total Charges=				\$684.38	
Total Expenses for May (Chequing Account + Credit Card) =			\$	30,024.09	

Be it RESOLVED that the Board accepts the June financials in the amount of \$30,024.09.  
 Moved by Stacey Wagler. Seconded by Rachel Maville. **Carried 2024-32.**

## JULY FINANCIALS

SSRPL July 2024 Chequing Account Report - June 28th-July 31st, 2024					
Opening Bank Balance:					\$176,473.56
Date	Description	Invoice #	Cheque # (if applicable)	Net Adjustment to Bank	Bank Balance
02-Jul-24	Staff Reimbursement for Purchase of Program Supplies			\$39.97	\$176,433.59
02-Jul-24	Dan's Electric (Outdoor Lighting Replacment at Both Branches)			\$3,142.47	\$173,291.12
02-Jul-24	ADT Security			\$240.69	\$173,050.43
02-Jul-24	ADT Security			\$240.69	\$172,809.74
02-Jul-24	OLS Large Print Pool (Collection)			\$932.25	\$171,877.49
02-Jul-24	Bank Fees			\$0.50	\$171,876.99
02-Jul-24	Bank Fees			\$1.70	\$171,875.29
02-Jul-24	Bell			\$80.68	\$171,794.61
02-Jul-24	Eastlink			\$124.25	\$171,670.36
02-Jul-24	Monthly Fee			\$6.00	\$171,664.36
02-Jul-24	Transaction Fees			\$12.50	\$171,651.86
02-Jul-24	In Branch Deposit Fee			\$1.39	\$171,650.47
03-Jul-24	Good Energy Solutions (Payment for Complete LED Lighting Upgrade @Massey)			\$642.97	\$171,007.50
03-Jul-24	Revenues Deposit			\$31.25	\$171,038.75
03-Jul-24	Revenues Deposit			\$352.20	\$171,390.95
03-Jul-24	Petty Cash Replenish Withdrawl			\$82.00	\$171,308.95
04-Jul-24	TSSR Water Payment			\$195.00	\$171,113.95
05-Jul-24	Innov8 Office Solutions (Formerly known as Laurentian Business Solutions) For Printer Usage			\$186.82	\$170,927.13
05-Jul-24	CVS Midwest Tape (Hoopla Digital Fees)			\$201.38	\$170,725.75
08-Jul-24	PaySimply CRA		48	\$3,676.48	\$167,049.27
08-Jul-24	Eastlink			\$124.25	\$166,925.02
09-Jul-24	Speech & Language Pathology Group (Room Rental Fees for 6wk summer program @Webbwood)			\$340.00	\$167,265.02
09-Jul-24	Bell			\$66.09	\$167,198.93
12-Jul-24	M Page Wage			\$101.56	\$167,097.37
12-Jul-24	Cambrian College Youth Job Connect Contract Employee Wage			\$931.50	\$166,165.87
12-Jul-24	W Branch Librarian Wage			\$1,081.55	\$165,084.32
12-Jul-24	CEO Wage			\$1,916.49	\$163,167.83
12-Jul-24	M Branch Librarian Wage			\$1,200.23	\$161,967.60
15-Jul-24	Hydro			\$173.23	\$161,794.37
15-Jul-24	Meridian Lease Fee for W Copier			\$174.93	\$161,619.44
15-Jul-24	Hydro			\$306.57	\$161,312.87
17-Jul-24	Revenues Deposit			\$10.75	\$161,323.62
17-Jul-24	Revenues Deposit			\$540.00	\$161,863.62
19-Jul-24	W Cleaning Wage			\$240.00	\$161,623.62
19-Jul-24	M Cleaning Wage			\$240.00	\$161,383.62
25-Jul-24	CC Payment			\$625.10	\$160,758.52
25-Jul-24	David Nichols for Massey Foundation Repair		49	\$250.00	\$160,508.52
26-Jul-24	Redeposit From W Branch Librarian For Wage Overpayment			\$77.65	\$160,586.17
26-Jul-24	Redeposit From Cambrian College Youth Job Connect Contract Employee For Wage Overpayment			\$116.19	\$160,702.36
26-Jul-24	M Page Wage Top Up			\$2.26	\$160,700.10
26-Jul-24	M Page Wage			\$99.30	\$160,600.80
26-Jul-24	W Branch Librarian Wage			\$645.32	\$159,955.48
26-Jul-24	Cambrian College Youth Job Connect Contract Employee Wage			\$1,009.55	\$158,945.93
26-Jul-24	CEO Wage			\$1,916.49	\$157,029.44
26-Jul-24	Bank Fee			\$1.50	\$157,027.94
26-Jul-24	Bank Fee			\$1.50	\$157,026.44
26-Jul-24	Bank Fee			\$1.50	\$157,024.94
26-Jul-24	Bank Fee			\$1.50	\$157,023.44
26-Jul-24	M Branch Librarian Wage			\$868.70	\$156,154.74
29-Jul-24	Redeposit From M Branch Librarian For Wage Overpayment			\$122.18	\$156,276.92
29-Jul-24	WSIB Fees			\$42.93	\$156,233.99
31-Jul-24	Shea Constructin (for walkway repair @Massey)			\$791.00	\$155,442.99
31-Jul-24	Bank Fee			\$1.50	\$155,441.49
31-Jul-24	Cambrian College reimbursement Payment for YIC wages			\$2,151.50	\$157,592.99
31-Jul-24	Eastlink			\$124.25	\$157,468.74
Closing Balance =					\$157,468.74
Total Debits & Cheques from Chequing Account (-):		\$	22,746.54		
Total Deposits & Credits from Chequing Account (+):		\$	3,741.72		
Chequing Account Monthly Fees:		\$	29.59		

SSRPL July 2024 Credit Card Report - July 4th - August 5th, 2024				
Opening Credit Card Balance =				\$684.38
Date:	Description:	Charges	Payments/Reimbursements	Credit Card Balance
03-07-2024	Freshco (Program Supplies)	109.12		\$793.50
03-07-2024	Manulife (CEO Benefits)	519.40		\$1,312.90
03-07-2024	Dollarama (Program Supplies)	\$20.00		\$1,332.90
03-07-2024	Amazon (Collection)	\$48.41		\$1,381.31
03-07-2024	Amazon (Library Supplies)	\$38.41		\$1,419.72
03-07-2024	Amazon (Collection)	\$89.12		\$1,508.84
05-07-2024	Quickbooks Monthly Fee	\$188.71		\$1,697.55
09-07-2024	Amazon (Library Supplies)	\$30.52		\$1,728.07
10-07-2024	Amazon (Item Return Reimbursement)		38.41	\$1,689.66
10-07-2024	Amazon (Item Return Reimbursement)		20.87	\$1,668.79
11-07-2024	Wordpress Monthly Fee	\$61.02		\$1,729.81
11-07-2024	Amazon (Collection)	\$38.17		\$1,767.98
22-07-2024	Amazon (Collection)	\$18.87		\$1,786.85
22-07-2024	Amazon (Collection)	\$30.55		\$1,817.40
24-07-2024	Amazon (Asurion 3YR Portable Electronics Accident Protection Plan - For Library Headphones)	\$31.60		\$1,849.00
24-07-2024	CC Payment Received		684.38	\$1,164.62
25-07-2024	Amazon (Library Supplies)	\$63.90		\$1,228.52
25-07-2024	Amazon (Library Supplies)	\$63.90		\$1,292.42
28-07-2024	Amazon (Library Supplies)	\$112.96		\$1,405.38
29-07-2024	Tanners YIG (Program Supplies)	\$19.25		\$1,424.63
30-07-2024	Shell (Program Supplies)	\$12.00		\$1,436.63
31-07-2024	Dollarama (Program Supplies)	\$28.82		\$1,465.45
02-08-2024	Manulife (CEO Benefits)	\$519.40		\$1,984.85
02-08-2024	Adobe Membership Monthly Fee	\$29.37		\$2,014.22
02-08-2024	Amazon Prime Membership Monthly Fee	\$11.29		\$2,025.51
02-08-2024	ADT Canada (Security)	\$56.38		\$2,081.89
Total Charges=		\$2,141.17		

Total Expenses for May (Chequing Account + Credit Card) =		\$24,887.71
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Be it RESOLVED that the Board accepts the July expenses in the amount of \$24,887.71.  
 Moved by Kevin Burke. Seconded by Rachel Maville. **CARRIED. 2024-33**

## AUGUST FINANCIALS

SSRPL August 2024 Chequing Account Report - July 31st-Aug. 30th, 2024					
Opening Bank Balance =					\$157,468.74
Date	Description	Invoice #	Cheque # (if applicable)	Net Adjustment to Bank	Bank Balance
01-Aug-24	Bank Fee			\$0.25	\$157,468.49
01-Aug-24	Bank Fee			\$0.85	\$157,467.64
01-Aug-24	Monthly Fee			\$6.00	\$157,461.64
01-Aug-24	Trasaction Fees			\$17.50	\$157,444.14
01-Aug-24	In Branch Deposit Fee			\$4.66	\$157,439.48
02-Aug-24	Bell			\$78.14	\$157,361.34
06-Aug-24	OMERS Contribution & Science North Overpayment			\$3,057.60	\$154,303.74
07-Aug-24	Science North Visit at both Branches			\$881.40	\$153,422.34
07-Aug-24	Tim Jeffries (National Touring Museum - Discovering Dinosaurs)		47	425.00	\$152,997.34
08-Aug-24	Around & About/Paperworks (Office/Library Supplies)			\$66.70	\$152,930.64
08-Aug-24	Eastlink			\$124.25	\$152,806.39
09-Aug-24	M Page Wage			\$101.56	\$152,704.83
09-Aug-24	Steve's Plumbing and Heating (M AC Repair)			\$237.30	\$152,467.53
09-Aug-24	Cambrian College Youth Job Connect Contract Employee Wage			\$906.07	\$151,561.46
09-Aug-24	W Branch Librarian Wage			\$943.87	\$150,617.59
09-Aug-24	CEO Wage			\$1,916.49	\$148,701.10
09-Aug-24	M Branch Librarian Wage			\$1,200.23	\$147,500.87
09-Aug-24	Bell			\$62.87	\$147,438.00
12-Aug-24	TSSR Water			\$375.58	\$147,062.42
12-Aug-24	Credit Card Payment			\$2,933.36	\$144,129.06
13-Aug-24	CVS Midwest Tape (Hoopla Digital)		50	\$216.61	\$143,912.45
14-Aug-24	Cambrian College Youth Job Connect Wages Deposit			\$1,026.10	\$144,938.55
14-Aug-24	Hydro			\$123.98	\$144,814.57
14-Aug-24	Hydro			\$204.39	\$144,610.18
15-Aug-24	PaySimply CRA (Payroll Source Deduction)			\$3,211.48	\$141,398.70
15-Aug-24	Meridian (W Copier Monthly Lease Payment)			\$174.93	\$141,223.77
16-Aug-24	M Cleaning Wage			\$240.00	\$140,983.77
16-Aug-24	W Cleaning Wage			\$240.00	\$140,743.77
23-Aug-24	M Library Page			\$101.56	\$140,642.21
23-Aug-24	Cambrian College Youth Job Connect Contract Employee Wage			\$969.64	\$139,672.57
23-Aug-24	W Branch Librarian Wage			\$1,081.55	\$138,591.02
23-Aug-24	CEO Wage			\$1,916.49	\$136,674.53
23-Aug-24	Bank Fees			\$1.50	\$136,673.03
23-Aug-24	Bank Fees			\$1.50	\$136,671.53
23-Aug-24	M Branch Librarian Wage			\$700.87	\$135,970.66
27-Aug-24	Home Hardware (Office Supplies)		51	\$32.17	\$135,938.49
28-Aug-24	Donation from Webbwood Eagles for Backpack drive deposit			\$100.00	\$136,038.49
28-Aug-24	Withdrawal to purchase backpacks and supplies			\$100.00	\$135,938.49
Closing Balance					\$135,938.49
Total Debits & Cheques from Chequing Account (-):		\$ 22,656.35			
Total Deposits & Credits from Chequing Account (+):		\$ 1,126.10			
Chequing Account Monthly Fees:		\$ 32.26			
SSRPL August 2024 Credit Card Report - August 6th-Sept. 4th, 2024					
Opening Credit Card Balance =					\$2,141.17
Date:	Description:	Charges	Payments		Credit Card Balance
05-08-2024	Quickbooks Monthly Fee	197.75			\$2,338.92
06-08-2024	Amazon (Collections)	80.83			\$2,419.75
06-08-2024	Amazon (Collections)	100.60			\$2,520.35
07-08-2024	Amazon (Collections)	19.52			\$2,539.87
07-08-2024	Amazon (Collections)	328.22			\$2,868.09
07-08-2024	Amazon (Collections)	\$15.95			\$2,884.04
08-08-2024	Amazon (Collections)	26.58			\$2,910.62
08-08-2024	Amazon (Collections)	22.74			\$2,933.36
11-08-2024	Wordpress Monthly Fees	\$61.02			\$2,994.38
12-08-2024	CC Payment Received		\$2,933.36		\$61.02
12-08-2024	Amazon (Collections)	\$26.24			\$87.26
14-08-2024	Microsoft (Annual fee)	\$89.27			\$176.53
16-08-2024	Amazon (Cleaning & Office Supplies)	\$68.86			\$245.39
16-08-2024	Amazon (Cleaning & Office Supplies)	\$23.70			\$269.09
26-08-2024	Amazon (Collections)	\$43.00			\$312.09
27-08-2024	Giant Tiger (Program Supplies)	\$35.63			\$347.72
28-08-2024	Freshco (Program Supplies)	\$23.48			\$371.20
30-08-2024	Dollarama (Donation to Backpack/Supplies Drive)	\$13.54			\$384.74
02-09-2024	Adobe Monthly Membership Fees	\$29.37			\$414.11
02-09-2024	Amazon Prime Membership Fee	\$11.29			\$425.40
03-09-2024	Adobe Annual Fee	\$176.14			\$601.54
			Total Charges=		\$601.54
Total Expenses for May (Chequing Account + Credit Card) =		\$24,050.08			

Be it RESOLVED that the Board accepts the August Financials in the amount of \$24,050.08.  
 MOVED by Kathy Moore. Seconded by Sue Christiansen. CARRIED: 2024-34

Discussion:

- CEO – May financials line 4200 to be fixed. Total Revenues to be adjusted.
- Rachelle Maville – Youth Job Connection - they owe us. This amount needs to be added under staff and wages. It will balance out. CEO to fix.
- Rachelle Maville – Better Banking Fees? It costs us money to deposit in bank. Consider deposits once per month.
- Plan for 2025 Budget Sub-Committee. Start in October. Sub-Committee members: Ursula, CEO, Rachelle Maville, and Kathy Moore. Meet on Mondays at 4:00 pm.
- June, July, and August – Ursula pointed out that formula issue.
- May – township deposit was not inputted.
- Ursula: Chequing account amount 27, 394.04 – CC charges 2, 390.80 – put the amounts in brackets so we know what we are adding that comes up to these amounts.

**12.2. Monthly Budget Tracking: May-August 2024.**

Reviewed.

**13. Council Report.**

No new council report.

Municipal Week Coming up. Recycling Changing.

Water Contract upcoming.

**14. Strategic Planning & Marketing.**

Nothing to report.

**OTHER:**

Ursula Robinson is leaving for the winter. Kevin Burke will chair meetings in her absence.

**15. Next Meeting.**

**October 28th, 2024 – Webbwood 6:00 PM.** We will return to Zoom meetings after Christmas.

.

**16. Motion to Adjourn.**

Be it RESOLVED that the council adjourned the meeting at 8:45 pm. Moved by Sue Christiansen.

Seconded by Kevin Burke. **CARRIED. 2024.35**

Chair Signature:	Secretary Signature:
Date:	Date:

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

BYLAW NUMBER 2024-65

Being a Bylaw to Enter into an Agreement  
with Ontario Clean Water Agency  
for the Operation and Maintenance of the  
Massey Water Treatment Plant and Distribution System  
and Webbwood Wastewater Lagoon and Collection System

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

AND WHEREAS it is deemed expedient to enter into an Agreement for the operation and maintenance of the Massey Water Treatment Plant and Distribution System and the Webbwood Wastewater Lagoon and Collection System with the Ontario Clean Water Agency (OCWA);

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

1. The Agreement attached hereto as Schedule “A” shall form part of this Bylaw;
2. The Mayor and Clerk are hereby authorized and directed to execute the attached Agreement.

READ A FIRST AND SECOND TIME THIS 11<sup>th</sup> DAY OF DECEMBER, 2024.

READ A THIRD AND FINAL TIME AND PASSED IN OPEN COUNCIL THIS 11<sup>th</sup> DAY OF DECEMBER, 2024.

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MAYOR – K. BURKE

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CLERK – A.WHALEN

**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 1<sup>st</sup> 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, 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 1<sup>st</sup> 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 30<sup>th</sup> 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 I, 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<br>11 Birch Lake Road<br>Massey, ON P0P 1P0<br>Telephone: (705) 865-2646<br>Fax: (705) 865-2736<br>Attention: Clerk/Administrator                           |
| (ii) | if to OCWA:       | Ontario Clean Water Agency<br>Espanola Hub Office<br>148 Fleming Street, Suite 5<br>Espanola, ON P5E 1R8<br>Telephone: (705) 869-5578<br>Fax: (705) 869-4374<br>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: **J. Terry  
Bender**  Digitally signed by J.  
Terry Bender  
Date: 2024.11.27 11:05:09  
-05'00'  
\_\_\_\_\_  
(Authorized Signing Officer)

\_\_\_\_\_  
Date of Signing

By: **Natalie  
Peers**  Digitally signed by  
Natalie Peers  
Date: 2024.11.29  
04:57:44 -05'00'  
\_\_\_\_\_  
(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 Whalen, 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 m<sup>3</sup>/d and housed in the water treatment building, consisting of coagulation, ballasted sand flocculation and sedimentation in a high rate (31 m<sup>3</sup>/m<sup>2</sup>/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 m<sup>3</sup>/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 Wastewater Facility and Collection System**

Environmental Compliance Approval No. 2601-5R8PGN

CofA Issue Date: September 30, 2003

### **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 1<sup>st</sup> 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.

## **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 30<sup>th</sup> (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 30<sup>th</sup> (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 D - The Annual Price And Other Charges and Adjustments**

### **1. Annual Price for the Initial Term**

In accordance with Section 4.2 and 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 in the following amounts (the “Annual Price”):

- (i) Year One from January 1, 2025 through to December 31, 2025 inclusive:  
\$280,885.00
- (ii) For Year Two for the period January 1 to December 31, and subsequent Years: \$209,385.00 plus the greater of the CPI Adjustment or 2.0%, plus the total chemical estimate as outlined in Schedule H, plus (if applicable), an adjustment for maintaining the Insurance which is renewed annually by OCWA. The CPI Adjustment shall be calculated as soon as necessary information is available from Statistics Canada. In Year Two of the Agreement, the CPI Adjustment or 2.0% shall be added to the Annual Price for Year One of the Agreement and for Subsequent Years, on a cumulative basis.

### **2. Payment of the Annual Price**

In Year One of the Initial Term, the monthly payment of the Annual Price shall be \$23,407.08.

### **3. Optional Services**

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 at the following rates which may be adjusted on an annual basis:

- (a) Labour rates on Business Days, Monday to Friday, (0730 to 1600) shall billed be as per the following table listing for the Regular Hourly Rate, plus vehicle expenses (if applicable) at \$0.50/km/vehicle;
- (b) Labour rates on statutory holidays shall be billed as per the following table listing for the Statutory Holiday Rate with a minimum eight hour charge (call out) per person, plus vehicle expenses (if applicable) at \$0.50/km/vehicle;
- (c) Labour rates at all other times (after hours and on weekends) shall be billed as per the following table listing for the Emergency and O/T rates with a minimum four hour charge (call out) per person, plus vehicle expenses (if applicable) at \$0.50/km/vehicle.



### **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 &amp; 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

**SCHEDULE G - Change Order Form****Change Order Form**

Change Being Requested			
Name of Change:			
Ontario Clean Water Agency (OCWA)	Per: _____ Name: _____ Title: _____	Date (YYYY/MM/DD):	
Client	Per: _____ Name: _____ Title: _____	Date (YYYY/MM/DD):	
Adjustment			
Check Appropriate Type of Change			
Apply (Y/N)	Type of Change:		
	Adjustment to Annual Price		
	Change to Service		
	Impact		
Adjustment to Annual Price			
Description – Attach Additional Documentation if Required			
Change in Services			
Description – Attach Additional Documentation if Required			

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**

<b>Facility Name:</b>			
<b>Project Name:</b>			
<b>Project Number:</b>		<b>Estimated Project Start Date:</b>	
<b>Total Estimated Cost of the Project:</b>	\$	<b>Detailed Quote Attached:</b>	<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**

<b>OCWA Internal Use Only:</b>			
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:** December 11, 2024  
**AGENDA GROUP:** A  
**DEPARTMENT:** Administration  
**AUTHOR:** Anne Whalen  
**SUBJECT:** Municipal Insurance RFP

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### **BACKGROUND:**

Further to Council Resolution 2024-276 a Request for Proposal (RFP) to municipal insurance providers for Municipal Insurance and Risk Management Program was circulated to providers.

Two comprehensive proposals were received – one from MIS Municipal Insurance and one from Intact Public Entities (IPE).

The submissions are very large documents, so a generalized summary of the primary coverages, limits and deductibles, as well as premiums, has been compiled for Council's review. The complete proposals are available to Council if anyone wishes to view them.

Both proposals include risk management services such as webinars, training workshops, assessments and inspections as well as contract review services.

Both proposals provide similar coverage limits as well as deductibles.

Both Insurance Providers are well established and have the experience in this field to provide municipal insurance.

The difference between the two proposals essentially comes down to the premium component of the submission. IPE's premium came to \$176,719 and MIS's premium \$147,843 for 2025.

### **RELATED POLICY:**

Bylaw 2005-04 – Procurement Policy

### **STRATEGIC PLAN:**

**Goal** – Effective Municipal Governance & Operations

**Strategic Direction** – n/a

**Action Item** – n/a

### **BUDGET IMPLICATION:**

Municipal Insurance is a required service and is accounted for in the annual budget.

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

BE IT RESOLVED THAT Council accept the proposal for Municipal Insurance and Risk Management Program received from MIS Municipal Insurance Services for the year 2025, at the annual premium of \$147,843.00 plus applicable taxes.

### **ATTACHMENTS:**

- Summary of Coverage
- Breakdown of premium



Municipal Insurance Program - Summary of Proposals  
November 22, 2024

Coverage / Limits	Kennedy Insurance Brokers (Intact Public Entities)	Municipal Insurance Services (MIS)
General Liability	15,000,000 per occurrence – no aggregate	5,000,0000 per occurrence & aggregate
Deductible	10,000	10,000
Excess Limit	10,000,000	20,000,000
Environmental Liability	3,000,000 per claim	3,000,000 per claim
	5,000,000 annual aggregate	5,000,000 annual aggregate
Deductible	10,000	10,000
Municipal Errors & Omissions	15,000,000	5,000,000
Deductible	10,000	10,000
Wrongful Dismissal	500,000	500,000
Deductible	5,000	5,000
Auto – Bodily Injury/property damage	15,000,000	5,000,000
Deductible, loss or damage	5,000	5,000
Property Damage/Machinery Breakdown	20,014,738	18,578,018
Deductible	10,000	10,000
Computer/Electronic Data Processing Loss	76,000	76,000
Deductible	10,000	10,000
Councillors’ Accident Coverage	250,000 – includes 15 days of travel out of province	250,000
Firefighters – while on duty	100,000	100,000
Disability benefit	400/week	400/week
Cyber	2,000,000	2,000,000
Deductible	5,000	5,000

Both proposals include risk management services including webinars, assessments, training workshops  
MIS – any additions or deletions mid-term will not be reflected on the premium until renewal date, even if in January.

Reviewed by:

Anne Whalen, Clerk

Ruth Clare, Treasurer

Date:

**CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS****2025 RFP INSURANCE PREMIUM BREAKDOWN**

<b>CLASS</b>	<b>Current 2024</b>	<b>KENNEDY RFP 2025</b>	<b>MIS RFP 2025</b>
MUNICIPAL LIABILITY - Includes Errors and Omissions, Environmental Liability, Conflict of Interest and Non-Owned Automobile	<b>94,578</b>	87,193	80,000
FOLLOW FORM EXCESS LIABILITY	<b>2,473</b>	2,500	5,000
CRIME	<b>1,490</b>	1,490	750
COUNCILLORS' ACCIDENT & CRITICAL ILLNESS	<b>1,359</b>	1,366	2,205
VOLUNTEERS' ACCIDENT	<b>210</b>	210	750
FIRE-FIGHTERS' ACCIDENT	<b>4,326</b>	3,042	2,113
CYBER	<b>21,000</b>	5,845	6,095
LEGAL EXPENSE	<b>812</b>	893	270
PROPERTY - BUILDINGS	<b>42,361</b>	46,661	31,261
EQUIPMENT BREAKDOWN	<b>1,843</b>	2,042	2,501
AUTOMOBILE FLEET	<b>29,565</b>	25,477	16,898
<b>TOTALS:</b>	<b>200,017</b>	<b>176,719</b>	<b>147,843</b>

Township of Sables-Spanish Rivers

COUNCIL REPORT



COUNCIL MEETING: December 11, 2024  
AGENDA GROUP: A  
DEPARTMENT: Finance  
AUTHOR: Ruth Clare, Treasurer  
SUBJECT: Payment approval

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**BACKGROUND:**

The following invoices are presented for Council's approval:

- 1. **Grants Mobile Repair Invoice #049735:** \$2,286.99 + HST for Fire Tanker #450 annual inspection and brake repairs.
- 2. **Grants Mobile Repair Invoice #111778:** \$9,461.45 + HST for Fire Tanker #440 annual inspection, repairs and tires.

In order for the trucks to pass the mechanical inspection a number of repairs were required, these repairs were approved by the Fire Chief. Budget limits for each truck are over budget and require Council approval.

**RELATED POLICY:**

Bylaw 2008-05 as amended by Bylaw 2022-27 – Being a bylaw of the Corporation of the Township of Sables-Spanish Rivers for Procurement Policies and Procedures.

- 4.1 **Expenditure Authorization**
  - 4.1.1. Sables-Spanish Rivers Township Council has ultimate responsibility for all expenditures. Council delegates this authority by the authorization of budgets or by specific resolution. *Treasury cannot pay for any item that has not been authorized by Council through budget appropriation or specific resolution.* This purchasing policy provides guidelines outlining how spending authority is to be used.

**STRATEGIC PLAN:**

Goal - 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:**

Tanker #440 - 2024 Vehicle & Equipment Maintenance operating budget - **\$2000.00**  
Year to date actual - **\$3,980.29**  
Grants Mobile Repair Invoice #049735: \$2,286.99 + \$40.25 exp. = **\$2,327.24**

Tanker #450 - 2024 Vehicle & Equipment Maintenance operating budget - **\$1500.00**  
Year to date actual - **\$3,656.94**  
Grants Mobile Repair Invoice #111778: \$9,461.45 + \$166.52 exp. = **\$9,627.97**

**RECOMMENDATION(S)/OPTIONS:**

BE IT RESOLVED THAT Invoice 049735 from Grants Mobile Repair in the amount of \$2,286.99 + HST and Invoice 049735 from Grants Mobile Repair in the amount of \$9,461.45 + HST be approved for payment.

**ATTACHMENTS:**

Requests for payment from Fire Chief  
Grants Mobile Repair Invoice #049735  
Grants Mobile Repair Invoice #111778

12 December 2024

To: Ruth Clare – Treasurer

Re: PO# FD58

On the 22<sup>nd</sup> of November 2024 Grants Mobile completed the annual inspection and noted the following repairs required to pass the inspection:

- Drivers side and passenger side rear brake chambers needed to be replaced
- Repair an air leak in the air brake system.

The repair took 16 hours of shop time to repair with a total cost of \$2923.30 including Taxes. My request is for authorization to complete the payment to Grants Mobile for the repair and completing the annual certification.

Kind Regards



Blair Ramsay  
Fire Chief





[illegible]

Grants Mobile Repair  
486 Birch Lk Rd  
Massey On P0P 1P0  
Ph 705-862-0415  
Email grantsmobilerrep  
HST# 777895111

NAME NOM		S.S.R FIRE DEPT		DATE	NOV 22 / 20	
ADDRESS ADRESSE		PO # FD 58		# 450		
MAKE MARQUE	MODEL MODELE	YEAR ANNEE	TAX REG. NO. N° DE TAXE			
INTL		4300	2001			
SERIAL NO. N° SÉRIE	MOTOR NO. N° MOTEUR		PROMISED PROMIS LE		A.M. P.M.	
1AT50AARX1H401089		1AT50AARX1H401089				
ODOMETER ODOMETRIE	LICENCE NO. N° D'IMMATRICULATION	TERMS CONDITIONS	PHONE WHEN READY TEL. UNE FOIS PRÊT			
523646	0654ND		<input type="checkbox"/> YES/OU <input type="checkbox"/> NO/NON			
WRITTEN BY PRÉPARÉ PAR		RES. PHONE TEL. DOM.		BUS. PHONE TEL. BUR.		

LABOUR MAIN-D'ŒUVRE	AMOUNT MONTANT
LUBRICATION LUBRIFICATION <input type="checkbox"/>	
CHANGE OIL CHANG. D'HUILE <input type="checkbox"/>	
CHANGE LUB. / CHANG. DE LUBRIF. DIFF. <input type="checkbox"/> TRANS. <input type="checkbox"/>	
REPLACE OIL FILTER REMPLACER FILTRE À HUILE <input type="checkbox"/>	
CLEAN AIR FILTER NETT. FILTRE À AIR <input type="checkbox"/>	
REPAK FRONT WHEELS GRAISSAGE DES ROUES AVANT <input type="checkbox"/>	
ADJUST BRAKES RÉGLAGE DES FREINS <input type="checkbox"/>	
ROTATE TIRES PERMUTATION DES PNEUS <input type="checkbox"/>	
WASH <input type="checkbox"/> POLISH <input type="checkbox"/> LAVAGE CIRAGE	
TUNE MOTOR MISE AU POINT DU MOTEUR <input type="checkbox"/>	

049735

OPÉRATION N° / NO.	INSTRUCTIONS	TUNE MOTOR MISE AU POINT DU MOTEUR
	DO COME INSPECTION R&R BOTH REAR BRAKE CHAMBERS R&R BOTH FRT. " " Repair lights, wiring, etc - repair air leaks, greased, STICKER PRINTED & INSTALLED	

Not responsible for loss or damage to cars or articles left in cars in case of fire, theft or any other cause beyond our control.

Nous ne pourrions être tenus responsables des pertes ou des dommages causés aux véhicules ou aux articles laissés dans le véhicule en cas d'incendie, de vol ou de toute autre cause indépendante de notre volonté.

TOTAL LABOUR TOTAL DE LA MAIN-D'ŒUVRE	1760	00
TOTAL PARTS TOTAL DES PIÈCES	826	99

I hereby authorize the above repair work to be done along with the necessary material, and hereby grant you and/or your employees permission to operate the car or truck herein described on streets, highways, or elsewhere for the purpose of testing and/or inspecting. An express mechanic's lien is hereby acknowledged on the above car or truck to secure the amount of repairs thereto.

Par la présente, j'autorise les réparations ci-dessus indiquées ainsi que l'achat du matériel nécessaire. De plus, je vous donne la permission ainsi qu'à un de vos employés de conduire le véhicule décrit dans la présente dans les rues, sur les autoroutes ou ailleurs, dans le but d'en faire l'essai ou l'inspection. Par la présente, un privilège de construction exprès est accordé en ce qui a trait au véhicule décrit ci-dessus afin de garantir le coût des réparations.

GAS, OIL, & GREASE ESSENCE, HUILE ET GRAISSE				TOTAL ACCESSORIES TOTAL DES ACCESSOIRES	
QTY. QTE.		PRICE PRIX		TOTAL SUBCONTRACT TOTAL SOUS-TRAIT	
	LITERS GAS LITRES D'ESSENCE			TOTAL GAS-OIL-GREASE TOTAL ESSENCE-HUILE-GRAISSE	
	LITERS OIL LITRES D'HUILE				
	GREASE GRAISSE			TVH/HST TPS/GST	336 31
				PST/TVP	
	TOTAL			TOTAL	2923 30



12 December 2024

To: Ruth Clare – Treasurer  
Re: PO# FD57

On the 30<sup>th</sup> of September 2024, Grants Mobile completed the annual inspection and reported that all the tires were expired (over 10 years old) and were required to be replaced in order for #440 to pass the annual inspection. The cost to replace ten tires was \$4413.60. Other repairs included replacing the clutch pedal, and 2 air brake chambers. The repair took 28 hours of shop time to complete. With a total cost of \$10,691.44 including taxes. My request is for authorization to complete the payment to Grants Mobile for the repair and completing the annual certification.

Kind Regards



Blair Ramsay  
Fire Chief





# GARAGE REPAIR ORDER BON DE RÉPARATION DE GARAGE

MATERIALS/MATÉRIEL			
QTY. QTE	PART NO. N° DE PIÈCE	DESCRIPTION	PRICE PRIX
1	K1259/60RX		488 65
2	385/65/22.5		205360
8	11R22-5 AS-660		236000
1		Clutch Ped. Pan	60 91
2	20LS CHAMBERS		18060
	VIN DECALS		942 69
	SHOP SUPPLIES		150 00
10	OTS - TAX		145 00
			638145

Dept Head \_\_\_\_\_  
 Mayor \_\_\_\_\_  
 Treasurer \_\_\_\_\_  
 Account # \_\_\_\_\_  
 TOTAL PARTS  
 TOTAL DES PIÈCES \_\_\_\_\_  
 Cheque # \_\_\_\_\_  
 Date Paid \_\_\_\_\_

QTY. QTE	PART NO. N° DE PIÈCE	ACCESSORIES / ACCESSOIRES	PRICE PRIX
TOTAL ACCESSORIES TOTAL DES ACCESSOIRES			

2612831 Ontario Inc.  
 Grants Mobile Repair  
 486 Birch Lk Rd  
 Massey On POP 1P0  
 Ph 705-862-0415  
 Email grantsmobilerrepair@gmail.com  
 HST# 777895111

NAME  
NOM SSR Fire Dept  
 ADDRESS  
ADRESSE PO # FD57  
 MAKE  
MARQUE INTL  
 MODEL  
MODÈLE 4400  
 YEAR  
ANNÉE 2002  
 TAX REG. NO.  
N° DE TAXE #440  
 SERIAL NO.  
N° DE SÉRIE INTL  
 MOTOR NO.  
N° DE MOTEUR 82454953  
 ODOMETER  
ODOMÈTRE 205967  
 LICENSE NO.  
N° D'IMMATRICULATION 1830W  
 TERMS  
CONDITIONS  
 WRITTEN BY  
PRÉPARÉ PAR  
 RES. PHONE  
TÉL. DOM.  
 BUS. PHONE  
TÉL. BUR.

OPÉRATION  
N° / NO. INSTRUCTIONS  
 R+R RH FRT Modulator  
 R+R ALL TIRES - OUT DATED  
 R+R STEER CHAMBERS - TIE UP AIRLINES  
 R+R CLUTCH PEDAL PAD  
 REPAIR LIGHT BAR - BAD FUSE & INTERNAL  
 SPEAKER MOUNT BROKEN - MAKE NEW  
 MOUNT/BACKET  
 - INSTALL NEW VIN/ID DECALS  
 DO CMVI INSPECTION

Not responsible for loss or damage to cars or articles left in cars in case of fire, theft or any other cause beyond our control.

Nous ne pourrions être tenus responsables des pertes ou des dommages causés aux véhicules ou aux articles laissés dans le véhicule en cas d'incendie, de vol ou de toute autre cause indépendante de notre volonté.

I hereby authorize the above repair work to be done along with the necessary material, and hereby grant you and/or your employees permission to operate the car or truck herein described on streets, highways, or elsewhere for the purpose of testing and/or inspecting. An express mechanic's lien is hereby acknowledged on the above car or truck to secure the amount of repairs thereto.

Par la présente, j'autorise les réparations ci-dessus indiquées ainsi que l'achat du matériel nécessaire. De plus, je vous donne la permission ainsi qu'à un de vos employés de conduire le véhicule décrit dans la présente dans les rues, sur les autoroutes ou ailleurs, dans le but d'en faire l'essai ou l'inspection. Par la présente, un privilège de construction exprès est accordé en ce qui a trait au véhicule décrit ci-dessus afin de garantir le coût des réparations.

AUTHORIZED BY / AUTORISÉ PAR

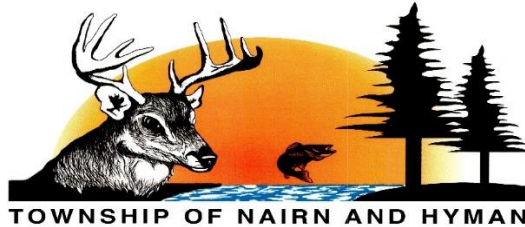
GAS, OIL & GREASE ESSENCE, HUILE ET GRAISSE			
QTY. QTE		PRICE PRIX	
	LITERS GAS LITRES D'ESSENCE		
	LITERS OIL LITRES D'HUILE		
	GREASE GRAISSE		
TOTAL			

LABOUR MAIN-D'ŒUVRE	AMOUNT MONTANT
LUBRICATION LUBRIFICATION <input type="checkbox"/>	
CHANGE OIL CHANG. D'HUILE <input type="checkbox"/>	
CHANGE LUB. / CHANG. DE LUBRIF. DIFF. <input type="checkbox"/> TRANS. <input type="checkbox"/>	
REPLACE OIL FILTER REMPLEVER FILTRE À HUILE <input type="checkbox"/>	
CLEAN AIR FILTER NETT. FILTRE À AIR <input type="checkbox"/>	
REPACK FRONT WHEELS GRAISSAGE DES ROUES AVANT <input type="checkbox"/>	
ADJUST BRAKES RÉGLAGE DES FREINS <input type="checkbox"/>	
ROTATE TIRES PERMUTATION DES PNEUS <input type="checkbox"/>	
WASH LAVAGE <input type="checkbox"/>	
POLISH CIRAGE <input type="checkbox"/>	
TUNE MOTOR MISE AU POINT DU MOTEUR <input type="checkbox"/>	

TOTAL LABOUR TOTAL DE LA MAIN-D'ŒUVRE	3080 00
TOTAL PARTS TOTAL DES PIÈCES	6381 45
TOTAL ACCESSORIES TOTAL DES ACCESSOIRES	9461 45
TOTAL SUBCONTRACT TOTAL SOUS-TRAIT	
TOTAL GAS-OIL-GREASE TOTAL ESSENCE-HUILE-GRAISSE	
TVH/HST TPS/GST	1229 99
PST/TPV	
TOTAL	10691 44

111778





64 McIntyre Street • Nairn Centre, Ontario • P0M 2L0 ☎ 705-869-4232 📠 705-869-5248

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December 2, 2024

To: Members of the LaCloche Foothills Municipal Association

Subject: **Support for Our Delegation to the Rural Ontario Municipal Association (ROMA) Conference**

Dear Colleagues,

We're heading to the ROMA conference in January 2025 to raise our concerns about the plan to transport over 18,000 cubic metres of Naturally Occurring Radioactive Material (NORM) from the Beaucage Mine and Waste Site to the Agnew Lake Tailings Management Area (ALTMA). As you know the Ministry of Mines and the Ministry of Transportation have been moving forward with this project since 2016 without any consultation to our municipality, neighboring municipalities, and several local First Nations.

Agnew Lake is essential to all of us—it is our main source of drinking water and a vital natural and cultural resource. The site already faces potential contamination issues, and this project could make things worse. Radiation levels at ALTMA have been reported above safety limits in some areas, and reports from the Ministry of Mines to the Canadian Nuclear Safety Commission detail that there is evidence of seepage at the West Dam and concentrations of uranium in the ground water at the West Dam and Middle Dam that are above the Provincial Water Quality Objectives. What's even more alarming is that the new materials that are on their way may not be just NORM—according the report entitled “Beaucage Mines Property, Manitou Islands, North Bay, February 29, 1956”, the materials not only contain niobium, but contain hazardous heavy metals like uranium, posing greater risks than originally indicated.

Over the past five months, we have worked together with the Township of Baldwin to take action and have our voices heard by holding two joint emergency council meetings and a public information session with representatives from the Ministry of Mines, Ministry of Transportation, Canadian Nuclear Safety Commission, and local MPPs. The feedback that we have received from residents and neighboring First Nations has been clear—there is strong opposition to this project and frustration over the lack of transparency and consultation.

Attendance at ROMA will give us a chance to speak directly to key decision-makers and we have requested delegations with the Ministry of Mines, the Ministry of Transportation, the Ministry of the Environment, and the Opposition NDP Caucus. We will be advocating for proper remediation of the ALTMA site using clean materials instead of adding more hazardous waste; we will be requesting that an alternative location be selected to manage these materials; and




requesting that legislation be changed to ensure that local municipalities are included in any future decisions.

Our Township has retained Hutchinson Environmental Sciences Ltd. to assist in preparing a technical report to present to the ministries during the ROMA delegations. They will also be providing the Township with a detailed response to the Canadian Nuclear Safety Commission's (CNSC) Regulatory Oversight Report on Uranium Mines and Mills, Historic and Decommissioned Sites (2023). This report, released on October 10, provides some context on the ALTMA site but largely focuses on MINES' compliance performance from 2021 to 2023, with no detailed assessment of community concerns regarding the proposed material transport. Comments are required to be submitted by December 10<sup>th</sup>, 2024. The cost for retaining this consultant is \$6000.00 plus HST.

To strengthen our efforts, we are asking for your support. We believe that a letter from your municipality showing solidarity would go a long way in demonstrating regional unity and concern. Also, as we will be attending ROMA on behalf of all affected communities any financial contributions to help cover costs to attend the conference or to assist with the consultant's fee would be greatly appreciated.

Thank you for considering this request. With your support, we can send a strong message that the LaCloche region is united in protecting our shared resources and communities.

Sincerely,



Amy Mazey, Mayor  
The Township of Nairn and Hyman



Belinda Ketchabaw, CAO  
The Township of Nairn and Hyman

# Township of Sables-Spanish Rivers

## COUNCIL REPORT



**COUNCIL MEETING:** November 27, 2024  
**AGENDA GROUP:** B  
**DEPARTMENT:** Council  
**AUTHOR:** Anne Whalen  
**SUBJECT:** Building Bylaw – Schedule of Fees

---

### **BACKGROUND:**

At the October 9, 2024 Council meeting, Bylaw 2024-56 was given first and second reading. Staff was to provide Council with some statistical data relating to permits issued over the past few years.

Attached is a snapshot of the years 2022 – 2024. I captured the value of permits issued; the number of permits issued; and a very high-level grouping of permit types. You will see that there is consistency between the years on the types of permits that are issued. Looking at data from previous years (2012 – 2016) our numbers are very similar to this year for types of permits issued.

The number of permits issued in 2024 is down, but that is the trend province-wide. According to MMAH, housing starts are down 15% in 2024. Statistics Canada has also shown a decline in permits being issued across the country.

During the fee review process, one of the proposed changes was to increase the “Calculation of Estimated Values”. This is a dollar value per square foot for construction of various types of buildings. It is recommended that this schedule be updated with these values as it represents a realistic cost due to market trends for construction. No matter which policy Council is reviewing, keeping them current is the best way to avoid drastic increases in fees. It is also an action item within the current Strategic Plan.

On further review of the actual permit pricing, the cost per \$1,000 value could remain at the \$10/1,000 rather than the proposed \$15/1000. This will still provide additional revenue on some projects, but at the same time not put double the burden on those seeking to obtain a permit. For example, a permit with a \$200,000 value would cost \$2,000 (at \$10/1000) opposed to \$3,000 (at \$15/1000).

A comparison of other municipalities permit fees was a challenge as there is no consistent way in which permit fees are calculated. Some municipalities use a dollar amount per square foot plus an administrative fee, others use value of construction with a minimum permit fee.

Most of the other changes to the fee schedule were a matter of housekeeping and clearer wording for certain types of permits. It is recommended that this schedule be adopted as presented with the permit cost remaining at \$10 per \$1,000 value.

### **RELATED POLICY:**

Bylaw 2019-46 – Building Bylaw

### **STRATEGIC PLAN:**

**Goal** – Effective Municipal Governance & Operations

**Strategic Direction** – Begin a comprehensive review of existing policies and bylaws to ensure efficiency of department operations.

**Action Item** – Review all established user fees annually

### **BUDGET IMPLICATION:**

Budget planning may need to reflect changes in revenue expectations post-fee increase

**RECOMMENDATION(S)/OPTIONS:**

BE IT RESOLVED THAT Bylaw 2024-56 being a bylaw to amend a bylaw respecting construction, demolition, change of use permits and inspections, be read a third and final time and passed in open council.

**ATTACHMENTS:**

- Bylaw 2024-56
- Permit Data 2022 - 2024

VALUE OF PERMITS	2022	2023	2024
JAN	\$ 203,500	\$ 72,000	\$ 79,000
FEB	\$ 18,000	\$ -	\$ 118,500
MAR	\$ 112,000	\$ 139,600	\$ 95,000
APR	\$ 27,500	\$ 206,000	\$ 12,500
MAY	\$ 851,900	\$ 714,529	\$ 216,500
JUN	\$ 1,200,800	\$ 1,700,450	\$ 1,276,000
JUL	\$ 1,485,000	\$ 1,400,000	\$ 780,000
AUG	\$ 244,880	\$ 754,900	\$ 407,000
SEPT	\$ 822,600	\$ 410,000	\$ 1,075,000
OCT	\$ 796,500	\$ 608,000	\$ 929,000
NOV	\$ 784,000	\$ 47,000	\$ -
DEC	\$ 616,000	\$ 68,000	\$ -
	<u>\$ 7,162,680</u>	<u>\$ 6,120,479</u>	<u>\$ 4,988,500</u>

# Of Permits	116	105	79
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Permit Type

New Res	12	13	6
Deck	18	12	15
Accessory	17	16	14
Renovations	55	40	29
Other*	14	24	15
(*Includes Demo & Seasonal Res)			
	<u>116</u>	<u>105</u>	<u>79</u>

Permit Fees:	\$10/1000	\$15/1000
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\$200,000 value	\$ 2,000.00	\$ 3,000.00
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29 November 2024

To: Anne Whalen

Re: Resignation of Fire Chief Position

It is with mixed emotions that I am notifying the Township of Sables Spanish Rivers that I will be resigning my position as Fire Chief as of the 31<sup>st</sup> of December 2024. After three years of being the Fire Chief part time, I am now realizing why the SSRFD Fire Chief was a full-time position. SSRFD needs a full-time Fire Chief to have a consistent level of supervision, guidance, and planning that a part time position cannot fulfill.

I have tried to do the right thing by bringing the Fire Department into compliance with the current regulations and created a robust training program. During my tenure, I believe that we made excellent improvements creating a PERF Committee and the Training Department. Even though the member numbers are down, the team is strong, well trained and ready to respond to emergencies in the Township.

Thank you for trusting me to lead the Sables Spanish Rivers Fire Department. I will make myself available to the incoming Fire Chief even after December 31<sup>st</sup> to assist with a transition.

Kind Regards, Be Safe

A handwritten signature in black ink, appearing to read "Blair Ramsay", with a horizontal line extending to the right.

Blair Ramsay

## Township of Sables-Spanish Rivers

### Memo

To: Clerk, Council

From: Blair Ramsay, Fire Chief

Date: December 1st, 2024

Re: Monthly Fire Department Committee Report – November 2024

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### 2024 Monthly Fire Call Out Summary:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Fire Alarm	-		-	-	1	3	2	-	1	-	3	-
Smoke/CO/Haz Mat	1	3	-	-	-	-	1	-	3	3	-	-
EMS Assist/Rescue	2	3	1	1	2	-	4	5	1	2	1	-
Structure/Vehicle	1	-	-	-	-	2	1	1	1	2	2	-
Fires												
Chimney Fires	-	-	-	1	-	-	-	-	-	-	1	-
Brush Fires	-	-	-	2	2	-	1	1	1	1	-	-
MVA / MVC	1	2	-	-	-	1	3	2	1	1	3	-
Hydro Line / Pole	-	-	-	3	-	-	-	-	-	-	-	-
Burn Complaints	-	-	1	2	3	3	3	1	2	2	2	-
Inspections	-	-	-	-	-	4	-	1	2	-	2	-
Mutual Aid	-	-	-	-	2	1	-	1	1	2	-	-
Aid Spanish FD	-	-	-	-	-	-	-	-	-			-
<b>Total</b>	<b>5</b>	<b>8</b>	<b>2</b>	<b>9</b>	<b>10</b>	<b>14</b>	<b>15</b>	<b>12</b>	<b>11</b>	<b>13</b>	<b>13</b>	<b>0</b>

### Calls for Service:

- SSRFD attended 12 calls for service in November 2024. One of structure fires was contained to the bathroom. Cause was a malfunctioning exhaust fan. 410 Bell St was the scene of 3 alarm calls and one kitchen fire. I have been speaking with DSSAB about residents not evacuating when the fire alarm sounds. In December there are two fire drills and info sessions planned at 410 Bell Street and 10 O'Neil in Webbwood.

**Training:**

- November training focussed on search and rescue driver training. SSRFD partnered with Camp Aush-Bik-Koong who allowed us access to the camp cabins. The training team had real life scenarios for the firefighters not knowing the layout of the buildings. SSRFD will be going back for more training. The session gave the team who did not know the layout of the camp a chance to pre plan for a call.
- Many members have been getting caught up on missed training with the training department.

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

- PERF Team members hosted the Fire Fighter Appreciation Night which was well attended. Members received Ontario Fire Service Medals as well as 5 and 10 year pins.
- Team members attended Remembrance Day Ceremonies in Webbwood and Massey.
- I attended the Coffee with Council session held in Webbwood and presented information about the Fire Department.
- Facebook analytics reported that SSRFD Facebook page reached 3,461 people and gained in the last 30 days. There was a 177 percent increase in engagement from October.

**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. A group conducted a training session to get Station 1 members caught up on training.
- Station 2 – The compressor was serviced and the SCBAs were flow tested. Repairs were made to the compressor.
- Station 4 – 440 and 450 had the annual inspections completed.
- Station 5 – Using Station 5 for Storage.

**Administration:**

- I attended meetings for PERF, Training team, Mutual Aid meetings for the Sudbury District as well as Algoma district. I have also been attending training sessions on Tuesdays.
- I participated in training sessions on Hazmat Response, Industrial Fire Response, Mutual Aid Planning and an update on Thermal Imaging Technology.
- Completed new standard operating guidelines.

**Human Resources:**

- Currently there are 30 active firefighters including officers.
- One firefighter has gone on an extended leave.

**Fire Inspection/Complaints**

- I completed two inspections in November. One to confirm fire cause for a small fire in a residence and another at the request of Children's Aid Society. There was a complaint that a child was living in a residence where there was a dangerous fire situation. I attended with the OPP and resolved the complaint. The situation was quickly resolved without issue. There were working CO and fire alarms in the residence.

**REQUEST FOR COUNCIL:**

- There are no requests or council at this time.



## Anne Whalen

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**From:** kevin.burke@sables-spanish.ca  
**Sent:** December 2, 2024 9:11 AM  
**To:** Anne Whalen; astmichel@sables-spanish.ca  
**Subject:** Fw: Results of MTO Illumination and Operational Review -Massey Parking Prohibition

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**From:** Fummerton, Stephanie (MTO) <Stephanie.Fummerton@ontario.ca> on behalf of Villneff, Herb (MTO) <Herb.Villneff@ontario.ca>  
**Sent:** Friday, November 29, 2024 3:12 PM  
**To:** kevin.burke@sables-spanish.ca <kevin.burke@sables-spanish.ca>  
**Subject:** Results of MTO Illumination and Operational Review -Massey Parking Prohibition

Hello Mayor Burke,

I hope this message finds you well.

I am following up on our previous correspondence regarding the parking prohibition on the south side of Highway 17 in the vicinity of Highway 553. As mentioned, the Ministry of Transportation is prepared to proceed with the installation of the parking prohibition signs, along with other improvements once we have received the Township of Sables-Spanish Rivers' council resolution in support of the specified parking prohibition limits.

As we have not yet received confirmation, we kindly ask if a resolution has been passed by Council regarding this matter. We look forward to your response so we can move forward with the necessary actions.

Sincerely,

### Herb Villneff

Regional Director | North Operations / Operations Division  
Ministry of Transportation | Ontario Public Service  
705-493-1428 | [herb.villneff@ontario.ca](mailto:herb.villneff@ontario.ca)



*Taking pride in strengthening Ontario, its places and its people*

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**From:** Fummerton, Stephanie (MTO) <[Stephanie.Fummerton@ontario.ca](mailto:Stephanie.Fummerton@ontario.ca)> **On Behalf Of** Villneff, Herb (MTO)  
**Sent:** Monday, May 27, 2024 4:08 PM  
**To:** [kevin.burke@sables-spanish.ca](mailto:kevin.burke@sables-spanish.ca)  
**Subject:** Results of MTO Illumination and Operational Review

Dear Mayor Burke,

I am reaching out in follow-up to the meeting between the Ministry of Transportation and the Township of Sables-Spanish Rivers on January 16, 2024. At this meeting, the ministry agreed to review the need for continuous illumination on Highway 17 between Birch Lake Road and Sables River bridge, along with a parking prohibition to address concerns with pedestrians crossing the highway between parked vehicles on the south side of Highway 17 in the vicinity of Highway 553/Imperial Street, easterly to the entrance for Rona. The ministry's review is now complete and I am pleased to share the results with you at this time.

The ministry considers a number of factors when reviewing the installation of illumination on provincial highways which includes, but is not be limited to, the geometry of the highway, lane widths and sight distances. Operational factors such as vehicle speeds and presence of pedestrians, along with environmental factors such as adjacent developments and night-time collision experience is also considered. The ministry has reviewed Highway 17 between Birch Lake Road and Sables River bridge to determine if continuous illumination is warranted. The results of our review indicate that the minimum justification for continuous illumination is not satisfied at this time.

Although illumination is not currently warranted, illumination may be installed by the Township of Sables-Spanish Rivers if desired. The township would be responsible for the installation, energy and maintenance costs associated with this illumination which would be required to meet the ministry's design standards as outlined in our Electrical Design Manual.

Regarding a Parking prohibition on the south side of Highway 17 in the vicinity of Highway 553/Imperial Street easterly, to the entrance for Rona; the ministry will install signs prohibiting parking on the south side of Highway for a distance of 45 metres, to address concerns with pedestrians crossing the highway between parked vehicles. It is required that the township provides the ministry with a council resolution in support of the specified parking prohibition limits.

The ministry will proceed with the parking prohibition on the south side of Highway 17, along with shortening the westbound right turn lane to 25 metres; allowing for the reinstatement of parking on the north side of Highway 17 in front of the Museum and Poirier's store, once the council resolution is received.

Thank you again for bringing your concerns to our attention.

Sincerely,

**Herb Villneff**

Director | North Operations / Operations Division  
Ministry of Transportation | Ontario Public Service  
705-493-1428 | [herb.villneff@ontario.ca](mailto:herb.villneff@ontario.ca)



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THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

BYLAW NUMBER 2024-xx

Being a Bylaw to enter into an Agreement with Wenrick Kennels  
for Animal Control and Bylaw Enforcement Services

WHEREAS Sections 10 and 103 of the Municipal Act, R.S.O. 2001, provide for a council of a local municipality to pass bylaws regarding animals and regulating or prohibiting animals being at large or trespassing, and when doing so may provide for the seizure and impounding and the sale of impounded animals;

AND WHEREAS Bylaw 2013-36, as amended, allows for licensing and regulating of dogs and cats within the municipality;

AND WHEREAS the Council of the Corporation of the Township of Sables-Spanish Rivers deems it expedient to enter into an Agreement for the provision of animal control and bylaw enforcement services;

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

1. THAT the Corporation of the Township of Sables-Spanish Rivers enter into an Agreement with Wenrick Kennels for the provision of animal control and bylaw enforcement services.
2. THAT the Agreement is attached hereto as Schedule 'A' and forms part of this Bylaw.
3. THAT the Mayor and Clerk be authorized to execute the said Agreement.
4. THAT this Bylaw shall become into force and be effective on January 1, 2025.

READ A FIRST AND SECOND TIME THIS xx DAY OF \_\_\_\_\_, 2024.

READ A THIRD AND FINAL TIME AND PASSED IN OPEN COUNCIL THIS xx DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
MAYOR – K. BURKE

\_\_\_\_\_  
CLERK – A. WHALEN

## **Schedule “A” to Bylaw Number 2024-xx**

Agreement is hereby made between  
**THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS**  
(hereinafter referred to as the Corporation)  
and  
**WENRICK KENNELS**  
(hereinafter referred to as the Agency)

1. The Corporation agrees:

- a) to appoint and it does hereby appoint the Agency as Pound Keeper and Municipal Bylaw Enforcement Officers for the purpose of enforcing the animal control and animal licensing bylaws for the Township of Sables-Spanish Rivers with the duties of such Pound Keeper and Municipal Bylaw Enforcement Officers to be exercised by the Agency to capture (with live animal traps), take into custody, pick up and impound any animals in accordance with the provision of Bylaw 2013-36, as amended.
- b) to appoint and it does hereby appoint the Agency as Municipal Bylaw Enforcement Officers for the purpose of enforcing the Dog Owners Liability Act R.S.O. 1990, Chapter D.16 and related process serving.
- c) to appoint and it does hereby appoint the Agency as Municipal Bylaw Enforcement Officers for the purpose of enforcing the Zoning, Property Standards, Traffic, Parking and all other regulatory bylaws of the Corporation.
- d) to arrange for clean ups or demolitions deemed necessary by the Clerk and or Council.
- e) to pay to the Agency as remuneration for its services as such Pound Keeper and Municipal Bylaw Enforcement Officers on a quarterly basis, the following annual rates plus HST for the duration of this Agreement;
  - (i) 2025 : \$53,600.00
  - (ii) Adjusted by the change in the CPI to a maximum of 2% per annum.
- f) to grant to the Agency the right to dispose of all animals impounded which became the responsibility of the Corporation in accordance with Bylaw 2013-36, as amended.
- g) to grant to the Agency the right to dispose of the carcasses of all the animals lawfully impounded and lawfully destroyed in accordance with Bylaw 2013-36, as amended.

2. The Agency agrees:

- a) to provide an animal shelter capable of providing adequate accommodation for animals impounded and of meeting the requirements set for this type of building by the Province of Ontario Animals for Research Act.
- b) to employ and supervise such Municipal Bylaw Enforcement Officers as may be considered necessary and to provide such Officers with adequate equipment, and to pay all costs of such Officers and to make available such vehicles as may be necessary to perform the duties of said Officers.
- c) to receive, impound and hold for claiming by the owners any animal delivered to the Agency's shelter by the Municipal Bylaw Enforcement Officers or other duly authorized persons and dispose of same by sale or destruction.
- d) to charge, collect and retain such pound, other fees or fines as may be approved from time to time by the Corporation. All fees are subject to HST except licenses.

- e) Pound Charges as follows:
  - (i) cost of taking cat or dog into custody fee to be fifty dollars (\$100.00)
  - (ii) cost of care of cat or dog to be thirty three dollars (\$33.00) per day
- f) to install in the animal shelter all equipment necessary for the proper operation of the animal shelter and in particular to supply the equipment necessary to humanely destroy unwanted or unclaimed animals and such equipment must meet the standards set by the Pound Regulations of the Animals for Research Act.
- g) to keep the shelter open for and in operation on such days at such hours as required by the Province of Ontario Animals for Research Act to ensure that the owners of impounded animals have a reasonable opportunity to reclaim such animals.
- h) to submit to the Corporation on a quarterly basis a written statement of operations of the shelter as it pertains to the Corporation and such statement shall include but not necessarily be limited to the following:
  - (i) number of calls for service
  - (ii) number of animals impounded
- i) to supply dog and cat tags and to retain all revenue derived from the sale of said tags:
  - (i) Each dog license fee - \$20.00
  - (ii) For senior citizens (65 years of age and over) each dog - \$10.00
  - (iii) Service dog – no charge
  - (iv) Renewals after February 15<sup>th</sup> – add \$10.00
  - (v) Replacement tag or transfer of ownership - \$5.00
- j) to pay all costs of operating and maintaining said shelter and any legal costs required to enforce the animal control and licensing bylaws at the discretion of the Agency.
- k) to indemnify and save harmless the Corporation in respect of all charges, costs, expenses and claims whatsoever in connection with the operation of the shelter.
- l) to carry such insurance as will protect the Agency and the Corporation from all claims for damage or loss or personal injury, including death and from claims of property damage as might occur in the operation of the service. Said insurance must be no less than \$2,000,000 proof of which shall be supplied.
- m) to assume the defense of and indemnify and save harmless the Corporation and its officers and agents from all claims relating to the labour, materials and equipment furnished for the work, and to inventions, patents or patent rights used in doing the work. The Agency shall be responsible for any and all damages or claims for damages or injuries or accidents done to or caused him or his employees or relating from the prosecution of the works or any of his operations or caused by reason for the existence or location or condition of any materials, plant or machinery used thereon, or which may happen by reason thereof, or arising from any failure, neglect or omission on his part, or on the part of his employees, to do or perform any or all of the several acts for things required to be done to him or them under and by those conditions, and covenants and agrees to hold the Corporation harmless and indemnified for all such damages and claims to damages.
- n) at all times pay, or cause to be paid any assessment or compensation required to be paid pursuant to the Workplace Safety and Insurance Act, and upon failure to do so, the Corporation may pay such assessment or compensation to the Workplace Safety and Insurance Board, and shall deduct or collect such expenses from the monthly payment to the Agency. The Agency shall, at the time of entering into any contract with the Corporation, make statutory declaration that all assessments or compensations payable to the Workplace Safety and Insurance Board have been paid, and the Corporation may, at any time during the performance or upon

completion of such contract require a further declaration that such assessment or compensation has been paid.

- 3. This Agreement may be terminated by either party upon ninety (90) days written notice of intention to terminate.
- 4. This Agreement shall come into force and effect on January 1, 2025 and expire December 31<sup>st</sup>, 2030.
- 5. Notwithstanding Section 4, this Agreement may be subject to renewal upon agreement by both parties.

**IN WITNESS WHEREOF** this Agreement was executed by the Corporation under the seal of the Corporation and at the hands of its proper officers and by the Agency by its Officer property authorized to do so.

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

**WENRICK KENNELS**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**MANAGER**

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
**CLERK**

\_\_\_\_\_  
(Date)



## *Township of Sables-Spanish Rivers*

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

#### **AGENDA / REPORT**

Wednesday, December 4<sup>th</sup>, 2024, at 6:30 p.m.  
in Council Chambers

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

Absent - Cameron Hobden

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#### ***Meeting Called to Order by the Chair at 18:40***

#### **DELEGATIONS – Food Science Partnership Presentation**

- *Committee heard a presentation regarding an opportunity to partner with Food Science for the sale and distribution of countertop food scrap composting units within the municipality.*
- *Units would be sold to the municipality for \$300.00 which is 50% of retail price. The unit cost would then be offset by a municipal contribution of \$100.00 toward the purchase price.*
- *Minimum purchase quantity for the pilot project is 100 units which has a \$10,000.00 impact on the municipal operating budget.*
- *The purpose of the pilot project is to determine the viability of this form of waste diversion for the municipality.*
- *Committee members were told that the program is expected to continue in perpetuity and that the units were modular in design with a 7 – 10 yr life expectancy.*

#### **A. ROADS**

- Old Webbwood Road Culvert Update
  - *Discussion regarding the project which was completed. No concerns were expressed by the Committee.*
- Winter Sand Sieve Test Results
  - *It was agreed by the committee that the sieve test results were very good and that the product was expected to perform well.*
- Winter Control Update – Verbal Status Report
  - *David Moncion reviewed equipment status citing the challenges associated with the reduced plow truck fleet. The Volvo grader is being utilized to cover the shortfall in plow equipment however additional hours are required during snow events for sanding with the remaining trucks.*
- Municipal Consent Request – Rock Networks / Beameo
  - *A request for municipal consent to construct and install a vault, cabinet, and pole within the road allowance on Hannah Rd. was reviewed and approved by Committee*

#### **B. EQUIPMENT**

- Nothing to Report

#### **C. WATER/WASTEWATER**

- Intake Cleaning Progress Report
  - *The Committee was informed that the cleaning was cancelled due to temperature and access concerns.*
  - *OCWA was comfortable with postponing the work until next summer when the levels are lower. Staff will prepare the application for a work permit during the winter months with an anticipated project start during the in-water work window.*

#### **D. WASTE MANAGEMENT**

- Landfill Site Work
  - *The Committee reviewed before / after photos of the Tennyson Landfill relating to work completed by Public Works and external service providers to clean up the site prior to the winter season.*
  - *Discussions were undertaken regarding the operation of the landfill, the requirements of the Site ECA, remaining capacity, and short / long term actions required to manage the site.*
  - *Committee members expressed concern regarding access to the site by non-residents, particularly in light of the limited remaining capacity. The committee requested that measures be put in place as soon as practically possible to require proof of residency prior to being permitted access to the site.*
- GFL Contract Draft
  - The Committee heard discussion regarding the development of a new operating contract between the Township and GFL for provision of Compaction and Cover services at the Tennyson Landfill Sit. The draft will be carried forward for review by Committee and Council when completed.

#### **E. CEMETERIES**

- Nothing to Report

#### **F. BUILDING MAINTENANCE**

- Updates were provided to the Committee regarding repairs completed to the Massey Water Treatment plant. Numerous measures were taken to stop leaks in the roof structure.
- Updates were provided to Committee regarding status of repairs to the Massey Clinic which include Insulation, Lighting, and facility envelope repairs.

#### **G. OTHER:**

- The Committee was provided an update on the now complete Webbwood Fire Control Watermain project.
  - Substantial completion was issued for the project.
- The Supervisor of Public Works discussed the need for succession planning within the Public Works Department. This includes the need for the creation of a Lead Hand position within the department. It was stressed that this would not be an additional person, but a change in the organizational hierarchy. The position would provide technically competent back-up supervisory support.
  - The Committee collectively agreed that this was a positive move and instructed staff to continue to work with the Clerk-Administrator to develop a job description and to determine where the position would be placed within the Salary Grid.

Next Meeting: Wednesday, February 5<sup>th</sup>, 2025 commencing at 6:30 p.m. (or at the call of the Chair if required sooner.)

**- Meeting adjourned by the Chair at 21:07 -**

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

**BE IT RESOLVED THAT** the Public Works Committee Meeting Report of December 4<sup>th</sup>, 2024 be accepted;

**BE IT RESOLVED THAT** on the recommendation of the Public Works Committee, Council approve the request submitted by Beameo / Rock Networks to install a vault, cabinet and pole within the road allowance on Hannah Rd.

**BE IT RESOLVED THAT** Council directs Staff to develop a Policy requiring proof of residency for all persons utilizing the Tennyson Landfill prior to being permitted access to the fill area.



**To the Municipal Office,**

**Subject: Request for Permission to Install Outdoor OLT for Fiber Broadband Project**

We are seeking permission to install an outdoor Optical Line Terminal (OLT) as part of a new fiber broadband project funded by the Ontario and Federal Governments. This initiative aims to improve internet connectivity by providing reliable, high-speed internet access to underserved areas in your township

**What We Will Do:**

- **Excavation:** A small excavation will be carried out to install a secure vault that will house the OLT equipment.
- **Electricity:** The OLT will require electricity, and we will request power from the local utility provider to support the system...
- **Construction Process:** Upon receiving approval and permits, we will begin placing the vault and installing the equipment. The full construction and network installation will continue into end of 2025, with cabinet installation likely starting in the next few months.
- **Maintenance and Liability:** The maintenance of the OLT cabinet will be the responsibility of ROCK Networks, and liability coverage during both the placement and operation of the cabinet will be provided by ROCK Networks.

**Benefits to the Community:**

- This project will provide high-speed internet access to homes and businesses that currently have limited or no service, significantly improving connectivity in the area.
- The OLT will serve as a permanent infrastructure upgrade, helping to bridge the digital divide and providing reliable internet for communication, education, work, and more.

**Why We Are Doing This:**

- This installation is part of a broader initiative funded by both the Ontario and Federal Governments, aimed at improving internet access across the region.
- ROCK Networks is committed to delivering reliable, high-speed fiber internet services to residents and businesses, supporting local growth and development.



### **What We Expect from Municipal Approval:**

- We seek approval to install the OLT equipment and vault at the specified location, as outlined in the design documents, with approval granted via email, written letter, or the BOW portal if accessible. Any required amendments should be directed to us via email.
- We will obtain necessary permits and ensure all safety measures, including underground utility locates, are in place.

After cabinet installation permitting, our team will liaise with the municipality on any further works requiring consent and support.

Thank you for your consideration. Should you have any further questions or require additional information, please do not hesitate to contact me.

Sincerely,

Adem Idriss

Active Networks Manager

**ROCK Networks**

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For verification purposes, please feel free to contact our main office at 1-888-908-6682 or visit our website at [www.rocknetworks.com](http://www.rocknetworks.com)

**To Verify with Innovation, Science and Economic Development Canada (ISED)**

**Sylvain Quilliam, Director, Connected Canada Branch:** Innovation, Science and Economic Development Canada / Government of Canada [sylvain.quilliam@ised-isde.gc.ca](mailto:sylvain.quilliam@ised-isde.gc.ca) / Tel: 343-597-9599 / TTY: 1-866-694-8389

# Township of Sables-Spanish Rivers

## COUNCIL REPORT



**COUNCIL MEETING:** December 11<sup>th</sup>, 2024  
**AGENDA GROUP:** D  
**DEPARTMENT:** Environmental Services  
**AUTHOR:** S. McGhee, Coordinator of Infrastructure  
**SUBJECT:** Landfill Site Remediation

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### **BACKGROUND:**

The Township of Sables-Spanish Rivers owns the Tennyson Landfill Site which is operated under Environmental Compliance Approval (ECA) No. A7141001. The ECA is a legal instrument issued by the Province, which identifies operating information and requirements specific to the site.

This Site was commissioned in June of 1992 with an approved area of 5.06 hectares (12.5 acres) encompassing a 2.72 hectares (6.7 acre) zone where landfilling of domestic and non-hazardous industrial waste was permitted. The original site was designed with a total of four (4) cells and a maximum capacity of 39,000 m<sup>3</sup>.

In 2012, an amended ECA was issued to the Township which permitted a vertical expansion of the existing cells to allow an additional 60,000 m<sup>3</sup> of waste to be deposited. This brought the total site capacity to 99,000 m<sup>3</sup>.

### **Existing Operational Approach:**

The site is open to the public every Saturday and is supervised by a contracted local service provider. GFL has access to the site on Thursdays in order to deposit curbside collected waste from the Township.

GFL compacts and covers the curbside waste at the end of day on Thursdays. The Township is invoiced for this additional service on a monthly basis. No formal contract for compaction and cover is in place between the Township and GFL.

An external service provider is brought in to the site every second year to grind stockpiled waste. The intent was to use this material as cover after grinding.

Pinchin Environmental has a contract with the Township for annual groundwater monitoring and has been providing post closure cost reports as required. Their 2024 Landfill Closure and Post-Closure Care Liability Estimate report indicated that the site is nearing capacity with approximately four (4) years of capacity remaining.

### **Short-Term Action Taken:**

The site was inspected by Municipal Staff at which time a plan was developed and action taken to remediate the site which was found lacking in some areas. A rental dozer was brought to the site to work in conjunction with municipal forces and equipment.

The following steps were taken at the site during the week of November 18<sup>th</sup>:

- Cell limits were identified through review of existing documentation. The slope base and cell locations were marked.
- All material that had been deposited outside of the fill limits was moved and compacted into the appropriate landfill cells using the dozer, excavator, and GFL compactor.
- Cover material was hauled from the municipal brush pile location to assist in application of cover. Additional material was used from the site to provide cover.
- The scrap metal stockpile was moved to allow access to an under-utilized fill area within the site footprint.
- New fill locations were established for general public use on Saturdays. New site permits better sightline for the landfill attendant to monitor use.
- New access road was established for GFL access to upper fill area.
- GFL was directed to begin filling in an under-utilized cell adjacent to current fill location.
- Additional ditching was completed at entrance in an effort to reduce to deter people from accessing the site illegally.
- Existing Cell No. 4/8 slope was profiled.
- A recycling contractor was brought on site to remove tires.
- Access roads were graded and sloped to reduce risk of puncture for vehicles utilizing the site and to provide appropriate drainage.

### **Medium-Term Plans for Site:**

Proposals are being secured from Engineering Firms to complete a detailed study of the site. The study must include as a minimum, the following (in no particular order of importance):

- Precise identification of all relevant landmarks at the site including the location of existing cells, the fill limits for all cells, and an accurate marking system indicating finished fill elevations.
- Determination of fill status and current fill density with detailed calculation of remaining capacity including totals for infill of the slopes.
- Presentation of options for expansion of the site which must include steps in the process, timelines, and anticipated costs to be incurred.
- Options for the consideration of Council to manage the waste streams as well as various measures that could be taken to extend the remaining service life of the site. This should include diversion measures available and other management tactics.
- A detailed fill plan to be utilized by the municipality.
- An audit of municipal compliance with our ECA as well as all Acts and Regulations relating to the operation of the site.

Suitable Proposals received by Staff will be presented to Committee and Council for consideration in conjunction with the 2025 Municipal Budget Process.

In addition to the above, a draft contract has been presented to GFL for compaction and cover services. The contract draft clearly outlines the requirements and measurables associated with the performance of the services. The contract indicates the need for two (2) days of site attention in order to maintain compliance with the site ECA. GFL is being asked to provide additional cover and compaction services following weekend open hours.

Equipment rental costs for a proposed Spring and Fall site cleanup have been incorporated into the 2025 Draft Budget for consideration of the Finance Committee and Council.

### **RELATED POLICY:**

In addition to the site ECA, the landfill is required to operate in compliance with O. Reg 232/98 which was issued under Part V of the Environmental Protection Act.

The Province of Ontario also issues Guidelines to assist owner / operators with the navigation of design and operation of landfill sites. These documents are readily available online and offer clarification to the regulations.

### **STRATEGIC PLAN:**

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

- **Strategic Direction No. 1** (Strive to maintain infrastructure in good condition)
  - **Action Item** – “Create awareness and preparation plans for environmental impacts to municipal infrastructure”

### **BUDGET IMPLICATION:**

The work performed at the site was not included in the 2024 budget but was deemed essential to bring the landfill into alignment with the requirements of ECA No. A7141001.

External costs relating to contracted services for the D6 dozer and operator amounted to \$6,750.00 plus applicable taxes. As this was not a budgeted exercise, the funds will have to be covered by the general municipal surplus.

Internal opportunity costs relating to use of municipal operators, equipment, and fuel over the four (4) day period have not been calculated at this time.

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

**BE IT RESOLVED THAT** the Council of the Township of Sables-Spanish Rivers receive the report of the Coordinator of Infrastructure relating to the remediation of the landfill site for information.

### **ATTACHMENTS:**

- None

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

BYLAW NUMBER 2024-56

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

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

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

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

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

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

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

  
MAYOR – K. BURKE

  
CLERK – A. WHALEN

READ A THIRD AND FINAL TIME AND PASSED IN OPEN COUNCIL THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
MAYOR – K. BURKE

\_\_\_\_\_  
CLERK – A. WHALEN



PERMIT FEES

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

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

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

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

3. Plumbing Permit:

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

4. Change of Use Permit:

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

5. Renewal of Permits:

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

6. Request for Inspection

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

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

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

9. Moving Permit:

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

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

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

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

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

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

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

BYLAW NUMBER 2024-66

Being a Bylaw to Appoint an Interim Fire Chief

WHEREAS Section 2 of the Fire Protection and Prevention Act 1997 (FPPA) provides that every municipality shall establish a program that must include public education with respect to the fire safety and fire prevention, and to provide such other fire protection services as it determines may be necessary in accordance with its needs and circumstances;

AND WHEREAS the Council of the Corporation of the Township of Sables-Spanish Rivers enacted Bylaw 18-04 to establish and operate the Fire Department pursuant to Section 5 of the FPPA;

AND WHEREAS Section 6(1) of the FPPA provides that a council of a municipality shall appoint a Fire Chief if a Fire Department has been established;

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

1. That TERRY CHARTRAND is hereby appointed as Interim Fire Chief for the Corporation of the Township of Sables-Spanish Rivers, effective January 1, 2025;
2. That Bylaw 2022-04 is hereby repealed effective December 31, 2024.

READ A FIRST AND SECOND TIME THIS 11<sup>th</sup> DAY OF DECEMBER, 2024.

READ A THIRD AND FINAL TIME AND PASSED IN OPEN COUNCIL THIS 11<sup>th</sup> DAY OF DECEMBER, 2024.

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MAYOR – K. BURKE

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CLERK – A. WHALEN



THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

BYLAW NUMBER 2024-67

Being a Bylaw to Amend a Bylaw to Enter into an Agreement  
with the Minister of Infrastructure for the  
Massey Community Health Care Centre Project

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

AND WHEREAS it is deemed it expedient to amend Bylaw 2023-05 for a Transfer Payment Agreement with his Majesty the King in right of Ontario as represented by the Minister of Infrastructure for the Green & Inclusive Community Buildings (GCIB) program for upgrades to the Massey Medical Clinic;

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

1. THAT the said Amending Agreement is attached hereto as Schedule ‘A’ to this Bylaw.
2. THAT Bylaw 2023-05 is hereby amended to reflect the changes in Schedule ‘A’.
3. THAT the Mayor and Clerk are authorized to sign and execute the said Agreement.

READ A FIRST AND SECOND TIME THIS 11<sup>th</sup> DAY OF DECEMBER, 2024.

READ A THIRD AND FINAL TIME AND PASSED IN OPEN COUNCIL THIS 11<sup>th</sup> DAY OF DECEMBER, 2024.

\_\_\_\_\_  
MAYOR – K. BURKE

\_\_\_\_\_  
CLERK – A. WHALEN

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

**GREEN AND INCLUSIVE COMMUNITY BUILDINGS PROGRAM  
AMENDING AGREEMENT NO. 1 FOR MASSEY COMMUNITY HEALTH  
CARE CENTER**

**BETWEEN:**           **HIS MAJESTY THE KING IN RIGHT OF CANADA**, as represented  
by the Minister of Infrastructure and Communities, hereinafter  
referred to as the Minister of Housing, Infrastructure and  
Communities (“Canada”)

**AND**                   **CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH  
RIVERS** continued or incorporated pursuant to the Corporation Of  
The Township Of Sables-Spanish Rivers (CRA#868859992), (the  
“Recipient”),

individually referred to as a “Party” and collectively referred to as the “Parties”.

**RECITALS**

**WHEREAS** the Minister of Housing, Infrastructure and Communities is responsible for  
the Program entitled the Green and Inclusive Community Buildings Program (the  
“Program”);

**WHEREAS** the Recipient has submitted to Canada an application for the funding of the  
Project which qualifies for support under the Program;

**WHEREAS** the Recipient is responsible for carrying out the Project and Canada wishes  
to provide financial support for the Project and its objectives;

**WHEREAS** The Parties entered into an Agreement dated January 25, 2023;

**AND WHEREAS** The Parties wish to amend the Agreement to enable Corporation Of  
The Township Of Sables-Spanish Rivers to amend the timeline of the agreement.

**NOW THEREFORE**, the Parties hereby agree as follows:

## 1. AMENDMENTS TO THE GRANT AGREEMENT

### 1.1 SECTION 1 (INTREPRETATION) PARAGRAPH 1.1 (DEFINITIONS):

#### Replace:

**“Agreement End Date”** means March 31, 2024, unless terminated earlier in accordance with this Agreement.

**“Project Completion Date”** means the date at which all funded activities of the Project under this Agreement have been completed and which must be no later than 30 June, 2023.

#### With:

**“Agreement End Date”** means March 31, 2029 unless terminated earlier in accordance with this Agreement.

**“Project Completion Date”** means the date at which all funded activities of the Project under this Agreement have been completed and which must be no later than 30 June, 2028.

### 1.2 SECTION 8. (REPORTING)

#### Replace:

c) The Recipient will submit a Final Report to Canada for approval no later than March 1, 2023.

#### With:

c) The Recipient will submit a Final Report to Canada for approval no later than March 1, 2029.

### 1.3 SCHEDULE B (THE PROJECT) SCHEDULE B.3 (GRANT PAYMENT SCHEDULE):

#### Replace:

Holdback payment	Final Report	March 1, 2023	Within thirty (30) calendar days of approval of required documents by Canada
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#### With:

Holdback payment	Final Report	March 1, 2029	Within thirty (30) calendar days of approval of required documents by Canada
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## **2. EFFECT OF AMENDMENTS**

- 2.1 All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Agreement.
- 2.2 Except for the amendments provided for in this Amending Agreement No. 1, the obligations, covenants, and terms and conditions set forth in the Agreement will continue to remain in full force and effect.
- 2.3 This Amending Agreement No. 1 may be executed and delivered in counterparts, (including by electronic signature, facsimile or other means of electronic transmission, such as by electronic mail in "PDF" form), with the same effect as if all Parties had signed and delivered the same document, and all counterparts will together, when attached, constitute one and the same original Amending Agreement No. 1 and will form part of the Agreement.
- 2.4 This Amending Agreement No. 1 shall be effective as of the date this agreement is signed by the last Party.

### 3. SIGNATURES

This Amending Agreement No. 1 has been executed on behalf of His Majesty the King in right of Canada by the Minister of Housing, Infrastructure and Communities and on behalf of Corporation of the Township of Sables-Spanish Rivers by the Clerk-Administrator and Mayor.

HIS MAJESTY THE KING IN  
RIGHT OF CANADA

CORPORATION OF THE TOWNSHIP OF  
SABLES-SPANISH RIVERS

Mamtaz, Hasib

Digitally signed by Mamtaz,  
Hasib  
Date: 2024.12.04 15:03:42  
-05'00'

Per: Paul Loo  
Director General  
Resilient and Innovative  
Communities

Per: Anne Whalen  
Clerk-Administrator

Date

Date

Per: Kevin Burke  
Mayor

Date

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

BYLAW NUMBER 2024-68

Being a Bylaw to confirm the proceedings of the regular  
Council Meeting held on December 11, 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, December 11, 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 11<sup>th</sup> DAY OF DECEMBER, 2024.

READ A THIRD AND FINAL TIME AND PASSED IN OPEN COUNCIL THIS 11<sup>th</sup> DAY OF DECEMBER, 2024.

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MAYOR – K. BURKE

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CLERK – A. WHALEN