

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

AGENDA

Council Chambers – 11 Birch Lake Road, Massey

REGULAR MEETING JANUARY 8, 2025; 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: Alex Yaw – River Road Property

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 December 2024 totaling \$1,191,926.43 be approved as paid.

G1, G2, G3, G4, G5 - Bylaws:

BE IT RESOLVED THAT the following bylaws be read a first, second, third and final time and passed in open council:

Bylaw 2025-01 – Authorize Temporary Borrowing

Bylaw 2025-02 – Provide for an Interim Tax Levy

Bylaw 2025-03 – Amend Fire Protection Agreement with MNR

Bylaw 2025-04 – Enter into Agreement for Animal Control Services

Bylaw 2025-05 – Enter into Agreement for Fire Protection Grant

(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
A GENERAL GOVERNMENT	
A2 FONOM Registration	Resolution
A3 Transfers to/from Reserves	Resolution
A4 Committee Appointment – Economic Development & Planning	Resolution
B PROTECTION TO PERSONS AND PROPERTY	
B1 Fire & Emergency Services Committee – appointments	Resolution
B2 Fire Department Report – December 2024	Resolution
C PUBLIC WORKS	
C1 Payment Certificate #2 – Webbwood Fireline Project	Resolution
D ENVIRONMENT, HEALTH AND WELFARE	
D1 Physician Recruitment Incentive Program	Disc/Resolution
E RECREATION, TOURISM AND CULTURE	
F PLANNING	
G BYLAWS	
G5 Bylaw 2025-06 – Confirm Proceedings of Council	

CLOSED SESSION

OTHER BUSINESS

RECEIVED

DEC 18 2024

Want To Be Put on The Genda

January 8th

Dec 17 2024

I am land Locked on Township road,
lot 34. Fighting 2 years. That road
is a maintained road. It was
maintained highway

Sandy Yaw

Accounts Payable Cheque Register Report - Payroll & AP-1009588

For The Date Range From 12/01/24 To 12/31/24

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

Cheque # / eCheque ID	Type	Date	Vendor	Name	Amount	Status
26618	C	12/03/24	1	Elliot Lake Vikings - sponsorship	\$2,500.00	O
26619	C	12/03/24	1	Espanola Elks Christmas Hamper Fund - Donation	\$500.00	O
26620	C	12/03/24	558	Fraternal Order of Eagles - Aerie 4269 - Prop tx Rebate	\$620.27	O
26621	C	12/03/24	1	Tami Shiels - Donation KMas in Memory	\$200.00	O
26622	C	12/10/24	1	GIP - Interpaving (Asphalt & Aggregate Division) - Cold Mix	\$2,038.17	O
26623	C	12/10/24	199	Minister of Finance	\$5,592.15	O
26624	C	12/10/24	673	Marla Toulouse - Petty cash for Clinic	\$162.20	O
26625	C	12/10/24	734	Poirier's Clover Farm	\$74.08	O
26626	C	12/10/24	839	JENAL RIVERS - WCC Janitor	\$903.45	O
26627	C	12/20/24	860	408761 Ontario Limited o/a Leroy Construction	\$34,642.75	O
26628	C	12/20/24	35	Massey Home Hardware	\$1,034.40	O
26629	C	12/20/24	192	Intact Public Entities Inc	\$2,329.74	O
26630	C	12/20/24	744	Kennedy Insurance Brokers Add Tractor	\$346.68	O
26631	C	12/20/24	1	NEVCO SCOREBOARD COMPANY ULC - electronic Switch on Heritage Park	\$273.80	O
26632	C	12/20/24	51	Sonnenburg Rona Building Centre	\$260.26	O
26633	C	12/20/24	762	State Chemical Ltd.	\$350.30	O
26634	C	12/20/24	531	Twsp of Sables-Spanish Rivers - Petty Cash	\$96.60	O
26635	C	12/30/24	1	Irene Scarfone - Purchase back 2 plots	\$569.52	O
26636	C	12/30/24	1	James Owl - Refund Occupmt @ Arena	\$125.00	O
26637	C	12/30/24	199	Minister of Finance 2023/2024 VAPNP20	\$15,314.33	O
26638	C	12/30/24	38	Minister of Finance - Policing	\$61,930.00	O
6091	E	12/03/24	891	A. VanEgmond Construction (2005) LTD	\$283,914.36	O
6092	E	12/03/24	704	John Van Norman	\$800.00	O
6093	E	12/03/24	251	Massey Area Museum Prop tx rebate	\$6,504.37	O
6094	E	12/03/24	1	Miscellaneous Vendor - purchaseback plots	\$847.50	O
6095	E	12/10/24	739	2612831 Ontario Inc.	\$1,732.62	O
6096	E	12/10/24	467	4Imprint Inc.	\$830.47	O
6097	E	12/10/24	765	Amanda St. Michel Mileage and AMCTO Unit 4	\$260.81	O
6098	E	12/10/24	655	ANP Office Supply	\$103.84	O
6099	E	12/10/24	730	Brandt Tractor Ltd.	\$3,422.91	O
6100	E	12/10/24	893	Canadian Rink Services - nut pegs	\$474.60	O
6101	E	12/10/24	789	Cedar Signs Inc	\$360.33	O
6102	E	12/10/24	524	Creighton Rock Drill Limited	\$1,305.15	O
6103	E	12/10/24	113	Culligan	\$36.22	O
6104	E	12/10/24	892	Darcy Lawrence - glasses	\$200.00	O

Township of Sables-Spanish Rivers
Accounts Payable Cheque Register Report - Payroll & AP-1009588
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Cheque # / eCheque ID	Type	Date	Vendor	Name	Amount	Status
6105	E	12/10/24	85	Manitoulin-Sudbury DSSAB	\$61,082.33	O
6106	E	12/10/24	247	North Bay Hydro	\$1,459.47	O
6107	E	12/10/24	62	Town of Espanola	\$6,935.32	O
6108	E	12/10/24	101	Firechek Protection Services	\$272.89	O
6109	E	12/10/24	49	GFL Environmental Inc.	\$27,306.08	O
6110	E	12/10/24	26	Huron Central Railway M2142	\$1,097.00	O
6111	E	12/10/24	853	James Lathem Excavating Ltd	\$59,371.55	O
6112	E	12/10/24	29	Janeway PharmaChoice	\$21.04	O
6113	E	12/10/24	557	K. Smart Associates Limited	\$1,167.29	O
6114	E	12/10/24	698	Kevin Burke - Mileage	\$339.22	O
6115	E	12/10/24	169	Kresin Engineering	\$26,555.00	O
6116	E	12/10/24	209	M & L Supply	\$812.24	O
6117	E	12/10/24	673	Marla Toulouse Mileage	\$56.64	O
6118	E	12/10/24	37	McDougall Energy	\$9,284.57	O
6119	E	12/10/24	140	Medline Canada, Corporation	\$293.98	O
6120	E	12/10/24	757	Melanie Veilleux CNO Renewal	\$410.02	O
6121	E	12/10/24	176	Morris Sanftenberg Construction	\$7,527.76	O
6122	E	12/10/24	65	NAPA Espanola	\$1,208.22	O
6123	E	12/10/24	79	Northern Communications	\$915.81	O
6124	E	12/10/24	42	Northern Uniform Service	\$104.81	O
6125	E	12/10/24	552	OMERS	\$20,304.94	O
6126	E	12/10/24	84	Public Health Sudbury & Districts	\$15,286.55	O
6127	E	12/10/24	705	RICOH	\$226.65	O
6128	E	12/10/24	792	Shea Construction	\$5,424.00	O
6129	E	12/10/24	60	Sudbury Truck & Trailer Centre	\$5,820.08	O
6130	E	12/10/24	703	Susie Gross	\$195.00	O
6131	E	12/10/24	587	TELUS Health Solutions	\$1,661.10	O
6132	E	12/10/24	728	TMI	\$6,695.25	O
6133	E	12/10/24	67	Walford Truck-N-Tractor	\$1,791.90	O
6134	E	12/10/24	236	Wamco Waterworks	\$207.92	O
6135	E	12/10/24	301	Anne Whalen Mileage / Volunteer gifts	\$488.81	O
6136	E	12/10/24	714	WPCI - Cell Phone	\$356.35	O
6137	E	12/10/24	473	WSP Canada Inc.	\$48,571.13	O
6138	E	12/13/24	739	2612831 Ontario Inc.	\$13,614.74	O
6139	E	12/13/24	172	Conseil Scolaire Catholique du Nouvel-Ontario	\$6,074.64	O

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6140	E	12/13/24	173	Conseil Scolaire du district du Grand Nord	\$260.49	O
6141	E	12/13/24	880	Dione Bonsall <i>Evidence Based Clinical Decision Support @ Point of Care renewal</i>	\$2,484.84	O
6142	E	12/13/24	175	Huron-Superior Catholic District School Board	\$20,368.24	O
6143	E	12/13/24	193	Ontario Clean Water Agency	\$38,700.90	O
6144	E	12/13/24	174	Rainbow District School Board	\$121,713.80	O
6145	E	12/13/24	895	The Corporation of the Township of Nairn & Hyman <i>Donation - Consult Fee</i>	\$2,000.00	O
6146	E	12/20/24	878	7Bells Welding & Mechanical Services Ltd	\$555.11	O
6147	E	12/20/24	242	Battlefield Equipment Rentals	\$248.42	O
6148	E	12/20/24	730	Brandt Tractor Ltd.	\$904.58	O
6149	E	12/20/24	843	Casimir Burns <i>Mileage</i>	\$45.90	O
6150	E	12/20/24	14	Dr. Shiny Rachael Cherian <i>-Cell Phone</i>	\$700.60	O
6151	E	12/20/24	707	Cheryl Phillips <i>Mileage</i>	\$21.60	O
6152	E	12/20/24	22	Espanola Regional Hydro	\$18,564.38	O
6153	E	12/20/24	247	North Bay Hydro	\$1,534.63	O
6154	E	12/20/24	62	Town of Espanola	\$362.96	O
6155	E	12/20/24	101	Firechek Protection Services	\$3,214.85	O
6156	E	12/20/24	23	Dr. Allan Garland <i>-Cell Phone</i>	\$745.80	O
6157	E	12/20/24	752	J.L. Richards & Associates Limited	\$3,125.08	O
6158	E	12/20/24	29	Janeway PharmaChoice	\$440.07	O
6159	E	12/20/24	846	Jeff Lapierre	\$575.62	O
6160	E	12/20/24	129	Laird Signs	\$5,973.35	O
6161	E	12/20/24	37	McDougall Energy	\$2,614.24	O
6162	E	12/20/24	140	Medline Canada, Corporation	\$228.24	O
6163	E	12/20/24	65	NAPA Espanola	\$1,722.93	O
6164	E	12/20/24	42	Northern Uniform Service	\$104.81	O
6165	E	12/20/24	544	N-two Medical Inc.	\$298.20	O
6166	E	12/20/24	889	Realtax Inc.	\$3,220.50	O
6167	E	12/20/24	894	Tom McCurdy <i>- reimburse for hockey helmet</i>	\$66.66	O
6168	E	12/20/24	236	Wamco Waterworks	\$10,932.94	O
6169	E	12/20/24	124	Wat Supplies	\$604.37	O
6170	E	12/31/24	305	Around & About	\$421.49	O
6171	E	12/31/24	896	Barbara Marsh <i>- bartender</i>	\$309.60	O
6172	E	12/31/24	30	J. Breen Coffee Service Ltd	\$158.20	O
6173	E	12/31/24	213	EXP Services Inc.	\$339.00	O
6174	E	12/31/24	865	Gauthier, Carrie-Lynn <i>- bartender</i>	\$326.80	O

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6175	E	12/31/24	853	James Lathem Excavating Ltd	\$41,723.25	O
6176	E	12/31/24	190	Jim's Portable Toilets & Septic Service	\$452.00	O
6177	E	12/31/24	704	John Van Norman	\$520.00	O
6178	E	12/31/24	557	K. Smart Associates Limited	\$64.98	O
6179	E	12/31/24	885	Lisette Sonnenburg	\$750.00	O
6180	E	12/31/24	555	Lynda Goodchild	\$723.20	O
6181	E	12/31/24	209	M & L Supply	\$322.05	O
6182	E	12/31/24	636	Massey Food Bank - Q4 donations	\$4,410.00	O
6183	E	12/31/24	37	McDougall Energy	\$9,743.30	O
6184	E	12/31/24	483	Nordoors Sudbury Ltd.	\$770.89	O
6185	E	12/31/24	42	Northern Uniform Service	\$74.20	O
6186	E	12/31/24	897	PSL Patrick Sprack Limited	\$29,355.81	O
6187	E	12/31/24	705	RICOH	\$242.32	O
6188	E	12/31/24	508	Ruth Clare - M. Leay	\$130.20	O
6189	E	12/31/24	86	Sun Life Assurance Company	\$11,725.00	O
6190	E	12/31/24	660	The Cutting Edge Sales & Sharpening	\$226.00	O
6191	E	12/31/24	797	Trans Canada Safety	\$6,842.32	O
6192	E	12/31/24	67	Walford Truck-N-Tractor	\$158.20	O
6193	E	12/31/24	124	Wat Supplies	\$441.25	O
Bell Canada	E	12/10/24	10	Bell Canada	\$884.91	O
Bell Canada	E	12/20/24	10	Bell Canada	\$114.13	O
Bell Canada	E	12/31/24	10	Bell Canada	\$85.88	O
Bell Mobility	E	12/10/24	11	Bell Mobility	\$162.74	O
Brandt Tractor Ltd.	E	12/15/24	730	Brandt Tractor Ltd.	\$2,800.86	O
EASTLINK	E	12/10/24	520	EASTLINK	\$45.35	O
EASTLINK	E	12/20/24	520	EASTLINK	\$458.60	O
EASTLINK	E	12/31/24	520	EASTLINK	\$275.64	O
Hydro One	E	12/10/24	71	Hydro One	\$1,789.03	O
Hydro One	E	12/20/24	71	Hydro One	\$924.48	O
Minister of Finance - EHT	E	12/05/24	6	Minister of Finance - EHT	\$2,283.12	O
Ontario Clean Water Agency	E	12/10/24	193	Ontario Clean Water Agency	\$18,132.42	O
Receiver General	E	12/05/24	4	Receiver General	\$16,726.05	O
Receiver General	E	12/23/24	4	Receiver General	\$16,453.33	O
Reliance Home Comfort	E	12/05/24	154	Reliance Home Comfort	\$67.52	O

Township of Sables-Spanish Rivers
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For The Date Range From 12/01/24 To 12/31/24

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Cheque # / eCheque ID	Type	Date	Vendor	Name	Amount	Status
Royal Bank - GFS Service Centre	E	12/05/24	52	Royal Bank - GFS Service Centre	\$320.40	O
Shell Canada	E	12/05/24	103	Shell Canada	\$4,293.53	O
VISA - Anne Whalen	E	12/05/24	829	VISA - Anne Whalen <i>Rona Bag Ad / ONWCA / WCWC</i>	\$2,759.55	O
VISA - Lori Johnston	E	12/05/24	876	VISA - Lori Johnston - <i>Supplies</i>	\$111.27	O
VISA - Marla Toulouse	E	12/05/24	732	VISA - Marla Toulouse - <i>Ocean subscription</i>	\$279.26	O
Visa - Ruth Clare	E	12/05/24	774	Visa - Ruth Clare <i>Northern Ontario Family Medicine Resident Recruitment</i>	\$309.38	O
WSIB	E	12/05/24	551	<i>Starlink - Supplies</i> WSIB	\$6,487.63	O
Cleared					\$0.00	
Outstanding					\$1,191,926.43	
Void					\$0.00	

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

BYLAW NUMBER 2025-01

Being a Bylaw to authorize temporary borrowing
from time to time to meet current expenditures
during the fiscal year ending December 31, 2025

WHEREAS Section 407 of the *Municipal Act, 2001*, as amended, provides authority for a council by by-law to authorize the head of council or the treasurer or both of them to borrow from time to time, such sums as the council considers necessary to meet, until taxes are collected and other revenues are received, the current expenditures of the Municipality for the year; and

WHEREAS the total amount which may be borrowed from all sources at any one time to meet the current expenditures of the Municipality, except with the approval of the Municipal Board, is limited by Section 407 of the *Municipal Act, 2001*;

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

1. The head of council or the treasurer or both of them are hereby authorized to borrow from time to time during the fiscal year (hereinafter referred to as the current year) such sums as may be necessary to meet, until taxes are collected and other revenues are received, the current expenditures of the Municipality for the current year.
2. The lender(s) from whom amounts may be borrowed under authority of this by-law shall be **Royal Bank of Canada** and such other lender(s) as may be determined from time to time by by-law of council.
3. The total amount which may be borrowed at any one time under this by-law plus any outstanding amounts of principal borrowed and accrued interest under Section 407 together with the total of any similar borrowings that have not been repaid, shall not exceed from January 1 to September 30 of the current year, 50 percent of the total estimated revenues of the Municipality as set out in the budget adopted for the current year, and from October 1 to December 31 of the current year, 25 percent of the total of the estimated revenues of the Municipality as set out in the budget adopted for the current year or \$ **500,000.00**, whichever is less.
4. The treasurer shall, at the time when any amount is borrowed under this by-law, ensure that the lender is or has been furnished with a certified copy of this by-law, (a certified copy of the resolution mentioned in section 2 determining the lender,) if applicable, and a statement showing the nature and amount of the estimated revenues for the current year and also showing the total of any other amounts borrowed from any and all sources under authority of section 407 of the *Municipal Act* that have not been repaid.
5. a) If the budget for the current year has not been adopted at the time an amount is borrowed under this by-law, the statement furnished under section 4 shall show the nature and amount of the estimated revenues of the Municipality as set forth in the budget adopted for the previous year and the nature and amount of the revenues received for and on account of the current year.
b) If the budget for the current year has not been adopted at the time an amount is borrowed under this by-law, the limitation on borrowing set out in section 3 shall be calculated for the time being upon the estimated revenues of the Municipality as set forth in the budget adopted for the previous year less all revenues received for and on account of the current year.

6. For purposes of this by-law the estimated revenues referred to in section 3, 4, and 5 do not include revenues derivable or derived from, a) any borrowing, including through any issue of debentures; b) a surplus, including arrears of taxes, fees or charges; or c) a transfer from the capital fund, reserve funds or reserves.

7. The treasurer be and is hereby authorized and directed to apply in payment of all or, any sums borrowed under this by- law, together with interest thereon, all or any of the moneys hereafter collected or received, either on account of or realized in respect of the taxes levied for the current year and previous years or from any other source, that may be lawfully applied for such purpose.

8. Evidences of indebtedness in respect of borrowings made under section 1 shall be signed by the head of the council or conform to the treasurer or both of them.

9. The Bank shall not be responsible for establishing the necessity of temporary borrowing under this by-law or the manner in which the borrowing is used.

10. This by-law shall take effect on the final day of passing.

READ A FIRST AND SECOND TIME THIS 8th DAY OF JANUARY, 2025.

READ A THIRD AND FINAL TIME AND PASSED IN OPEN COUNCIL THIS 8TH DAY OF JANUARY, 2025.

MAYOR – K. BURKE

CLERK-ADMINISTRATOR – A. WHALEN

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

BYLAW NO. 2025-02

Being a Bylaw to provide for an Interim Tax Levy

WHEREAS Section 317 of the *Municipal Act, 2001*, as amended, provides that the Council of a local Municipality may, in 2025, before the adoption of the estimates for the current year, pass a by-law to levy on the whole of the assessment for real property according to the last revised assessment roll, a sum not to exceed that which would be produced by applying the prescribed percentage (or 50 percent if no percentage is otherwise prescribed) of the total taxes levied for municipal and school purposes;

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

In this by-law the following words shall be defined as:

“Collector” shall mean the Tax Collector;

“Minister” shall mean the Minister of Finance;

“MPAC” shall mean the Municipal Property Assessment Corporation;

1. The amounts levied shall be as follows:

1.1 For the Residential, Pipeline, Farmland and Managed Forest property classes there shall be imposed and collected an interim levy of:

- a) the percentage prescribed by the Minister under Section 317(10) of the Municipal Act; or,
- b) 50%, if no percentage is prescribed,

of the total taxes for municipal and school purposes levied in the year 2024.

1.2 For the Multi-residential, Commercial and Industrial property classes there shall be imposed and collected in interim levy of:

- c) the percentage prescribed by the Minister under Section 317(10) of the Municipal Act; or,
- d) 50%, if no percentage is prescribed,

of the total taxes for municipal and school purposes levied in the year 2024.

- 2. For the purposes of calculating the total amount of taxes for the year 2024 under paragraph 1, if any taxes for municipal school purposes were levied on a property for only part of 2024 because assessment was added to the collector’s roll during 2024, an amount shall be added equal to the additional taxes that would have been levied on the property if taxes for municipal and school purposes had been levied for the entire year.
- 3. The provisions of this by-law apply in the event that assessment is added for the year 2024 to the collector’s roll after the date this by-law is passed and an interim levy shall be imposed and collected.
- 4. All taxes levied under this by-law shall be payable into the hands of the Collector at the Township of Sables-Spanish Rivers Municipal Office, Massey, Ontario in accordance with the provisions of this by-law.
- 5. The said interim tax levy shall become due and payable on the 28th day of February, 2025.

6. On all taxes of the interim levy, which are in default on the 1st day of March a penalty of 1.25 percent per month will be added on the first day of each and every month during which the default continues, until December 31st.
 - (a) On all of the interim tax levy in default on January 1st, 2026, interest will be added at the rate of 1.25 percent per month for each month or fraction thereof of default;
 - (b) On all other taxes in default on January 1st, 2025, interest shall be added at the rate of 1.25 percent per month or fraction thereof, and all by-laws and parts of by-laws inconsistent with this policy are hereby rescinded.
7. Penalties and interest added on all taxes of the interim tax levy in default shall become due and payable and shall be collected forthwith as if the same had originally been imposed and formed part of such unpaid interim tax levy.
8. The collector may mail or cause the same to be mailed to the residence or place of business of such person indicated on the last revised assessment roll, a written or printed notice specifying the amount of taxes payable.
9. The Collector shall be authorized to accept part payment from time to time on account of any taxes due, and to give a receipt of such part payment, provided that acceptance of any such part payment shall not affect the collection of any percentage charge imposed and collectable under Section 5 of this by-law in respect of non-payment or late payment of any taxes or any installment of taxes.
10. This by-law shall come into force and take effect on the day of the final passing thereof.

READ A FIRST AND SECOND TIME THIS 8th DAY OF JANUARY 2025.

READ A THIRD AND FINAL TIME AND PASSED IN OPEN COUNCIL THIS 8th DAY OF JANUARY, 2025.

MAYOR – K. BURKE

CLERK-ADMINISTRATOR – A. WHALEN

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

BYLAW NUMBER 2025-03

Being a Bylaw to Enter into an Agreement with
His Majesty the King in Right of Ontario, as Represented
by the Minister of Natural Resources of the Province of Ontario

WHEREAS Section 10 of the Municipal Act, S.O, 2001 as amended, provides for a municipality to pass bylaws respecting matters of health and safety of persons and the protection of persons and property;

AND WHEREAS the Forest Fire Prevention Act, RSO 1990, c.F.24, “FPPA” as amended, with respect to the prevention and control of grass, brush and forest fires, provides for this agreement;

AND WHEREAS the Council of the Corporation of the Township of Sables-Spanish Rivers has deemed it expedient to extend a Municipal Forest Fire Management Agreement with the Ministry of Natural Resources for the Province of Ontario for an additional five (5) years;

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

1. THAT Schedule A as attached hereto shall form part of this Bylaw;
2. THAT this Bylaw shall come into force and take effect as of April 1, 2025;
4. THAT this bylaw amends Bylaw 2015-07.

READ A FIRST AND SECOND TIME THIS 8th DAY OF JANUARY 2025.

READ A THIRD AND FINAL TIME AND PASSED IN OPEN COUNCIL THIS 8th DAY OF JANUARY 2025.

MAYOR – K. BURKE

CLERK – A. WHALEN

Ministry of Natural Resources

Mike Calvank
Aviation, Forest Fire and
Emergency Services

6150 Skyline Drive, Postal Bag 500
Garson, ON P3L 1W3
Tel: 705 564-6005

Ministère des Richesses Naturelles

Mike Calvank
Services d'urgence, d'aviation et de
lutte contre les feux de forêt

6150, Skyline Drive, Postal Bag 500
Garson, ON P3L 1W3
Tél. 705 564-6005



December 2, 2024

Township of Sables/Spanish Rivers
11 Birch Lake Rd.
Box 5, Site 1, R.R. #3
Massey, ON
P0P 1P0

Attention: Blair Ramsay

Subject: Agreement Renewal

Dear Mr. Ramsay,

As of March 31, 2025, your Fire Protection Agreement will have expired with the Ministry of Natural Resources. If you wish to continue the Agreement a new Schedule "A" is attached.

Please look at the map along with the Schedule "A" included in this package and let us know if these are correct. If they are correct and you wish to keep the protection areas as is, the total cost to the Municipality in 2025 is \$5,701.80.

Please advise us of your wishes. You still have the option of a three, four or a five-year renewal. We would be very interested in discussing any options either by telephone or in person. You can contact me either by phone 705-564-6005 or by email at mike.calvank@ontario.ca.

Thank you for your continued cooperation.

Sincerely,

Mike Calvank
Fire Management Tech
Sudbury Fire Management Headquarter

APPENDIX A - Application of Comprehensive Protection Charges to Land Types

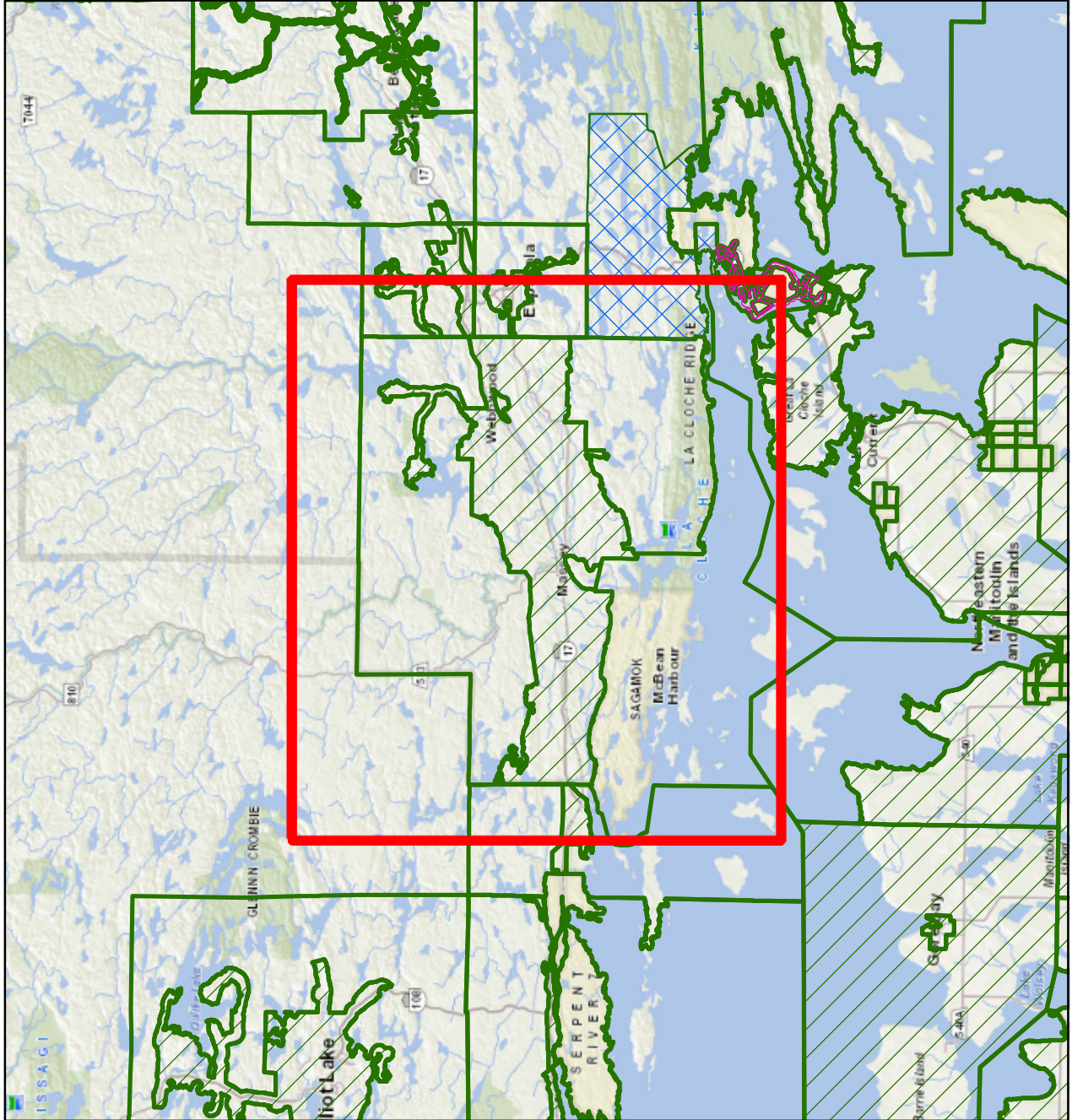
Municipality: **Sables - Spanish River** Agreement Review Period: **Year: 2020 To 2025**
 Per Hectare CPC Rate: **\$1.56** CPC Year: **2025 CPI Increase 1.90%**

LAND CLASS		TAXATION/REVENUE SITUATION	Municipal Protection Area				Crown Protection Area				Total
Comprehensive			CROWN PAYS				MUNICIPALITY PAYS				Hectares
Protection Charge			Hectares	Rate	Factor	Cost	Hectares	Rate	Factor	Cost	By Type
Unalienated Crown Land		Crown does not pay Municipal Taxes	4,212	\$1.56	100%	6,570.72	33,888	\$1.56		-	38,100
Provincial Parks/Conservation Reserve		Crown pays grants to Municipalities	106	\$1.56	100%	165.36	7,540	\$1.56		-	7,646
Patented Land (Residential/farm, Farmlands, Multi-Residential, Commercial, Industrial) ----- Federal Lands		Municipal Taxpayers based on Assessment; Patented Crown Land where Crown gives grants in lieu of taxes ----- Federal Gov't pays Grants in lieu of taxes to Municipality	26,321	\$1.56		-	7,973	\$1.56	100%	12,437.88	34,294
Private Land (Managed Forests)		Municipal Taxpayers Tax Rate restricted because of public interest in this land		\$1.56		-		\$1.56	50%	-	0
Patent Mining Lands (Crown has Full Timber Rights) Patented after March 26, 1918		Unit Class of ML (Mining lands) with a Tax Rate of C. (Commercial) ----- Owner pays some taxes to municipality but has no interest above ground		\$1.56	100%	-		\$1.56		-	0
Federal Lands and Indian Reserves		Federal Government pays Ontario for Fire Protection under INAC or other agreement		\$1.56	100%	-		\$1.56		-	0
Conservation Lands (Lands Assessed by Conservation Lands)		C.A. no pays taxes to Municipality (M.N.R.F. gives Grant for significant conservation Lands)		\$1.56		-		\$1.56		-	0
Unorganized Territory		Crown Land and Private Land where taxpayer pays Public Land Tax to Province		\$1.56	100%	-		\$1.56		-	0
TOTALS			30,639			6,736.08	49,401			\$ 12,437.88	80,040
NOT AN INVOICE			Crown Owes the Municipality \$0.00			Municipality Owes the Crown \$5,701.80					

CPC payment invoices must be sent in after April 1 of the current fire year

Township of Sables-Spanish Rivers

Fire Management Agreement Map
Sudbury Fire Management
Headquarters



Date: May 24, 2023

Municipal Agreement Area

Fire Management Agreement Area

Protection Type

- Crown Protection Area
- Federal Protection Area
- Municipal Protection Area
- Northern Fire Protection Area
- Community Protection Zone
- No Agreement

Municipal Boundary

- Road
- Lot

- Cities
- Communities
- Hydro Line

Natural Gas Pipeline

- Operational
- Townships

Ohn Watercourse

Ohn Waterbody

Prov Park Regulated

Indian Reserve

Conservation Reserve

Federal Land Other

Patent Land

CI Patent Land

CL Non Freehold Disposition

Crown Game Preserve

*** These area labels are preliminary and may not represent the official data calculations.

Notes / Notes

Data Source: MNVRS (Natural Resources Values Information System).
This map is based on data collected from land, historical files, information provided by interested parties, reports prepared by population and data provided by other agencies.

North American Datum 1983, UTM 17

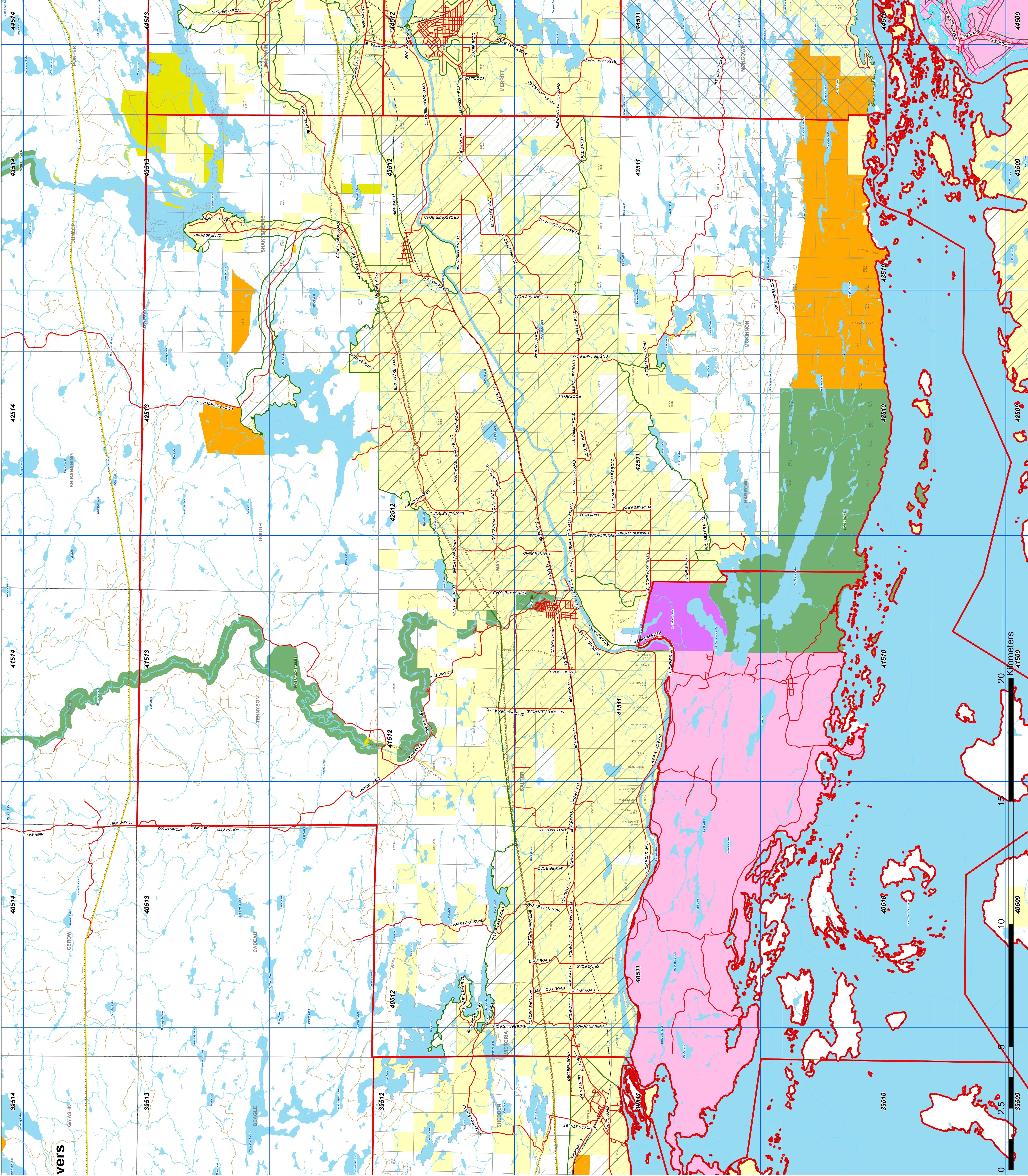
This map is illustrative only. Do not rely on it as being a precise indicator of routes, locations of features, nor as a guide to navigation.

This map may contain cartographic errors or omissions.

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Printed in Ontario, Canada

Information disponible en français



THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

BYLAW NUMBER 2025-04

Being a Bylaw to enter into an Agreement with
Wenrick Kennels for Animal Control 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 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 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 8th DAY OF JANUARY, 2025.

READ A THIRD AND FINAL TIME AND PASSED IN OPEN COUNCIL THIS 8th DAY OF JANUARY, 2025.

MAYOR – K. BURKE

CLERK – A. WHALEN

Schedule “A” to Bylaw Number 2025-04

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 pay to the Agency as remuneration for its services as such Pound Keeper and Animal Control (Municipal Bylaw Enforcement) Officers on a quarterly basis, the following annual rates plus HST for the duration of this Agreement:
 - (i) 2025 : \$24,212.76
- d) 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.
- e) 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 received, 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 15th – 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 31st, 2025.
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**

MAYOR

(Date)

CLERK

(Date)

WENRICK KENNELS

MANAGER

(Date)

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

BYLAW NUMBER 2025-05

Being a Bylaw to Enter into an Agreement with
the Office of the Fire Marshal for the
Fire Protection Grant

WHEREAS Section 10 of the Municipal Act, 2001, as amended, provides that a municipality may pass bylaws relating to the health and safety of persons;

AND WHEREAS it is deemed it expedient to enter into a Transfer Payment Agreement with his Majesty the King in right of Ontario as represented by the Minister of the Solicitor General, Office of the Fire Marshal for the Fire Protection Grant;

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

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

READ A FIRST AND SECOND TIME THIS 8th DAY OF JANUARY, 2025.

READ A THIRD AND FINAL TIME AND PASSED IN OPEN COUNCIL THIS 8th DAY OF JANUARY, 2025.

MAYOR – K. BURKE

CLERK – A. WHALEN

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the

BETWEEN:

**His Majesty the King in right of Ontario
as represented by the enter the full legal title of the Minister**

(the “Province”)

- and -

(the “Recipient”)

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 Schedules to the Agreement. The following schedules form part of the Agreement:

Schedule “A” -	General Terms and Conditions
Schedule “B” -	Project Specific Information and Additional Provisions
Schedule “C” -	Project
Schedule “D” -	Budget
Schedule “E” -	Payment Plan
Schedule “F” -	Reports.

1.2 Entire Agreement. The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:

- (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project;
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and
- (f) the Province is bound by the *Financial Administration Act* (Ontario) (“FAA”) and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,
 - (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
 - (ii) the payment having been charged to an appropriation for a previous fiscal year.

SIGNATURE PAGE FOLLOWS

The Parties have executed the Agreement on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Office of the Fire Marshal**

Date

Name: Carrie Clarke**Title:** Deputy Fire Marshal

Date

Name:**Title:**

I have authority to bind the Recipient

Date

Name:**Title:**

I have authority to bind the Recipient

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

“**Additional Provisions**” means the terms and conditions set out in Schedule “B”.

“**Agreement**” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

“**Budget**” means the budget attached to the Agreement as Schedule “D”.

“**Business Day**” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“**Effective Date**” means the date set out at the top of the Agreement.

“**Event of Default**” has the meaning ascribed to it in section A12.1.

“**Expiry Date**” means the expiry date set out in Schedule “B”.

“**Funding Year**” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

“Maximum Funds” means the maximum set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

“Project” means the undertaking described in Schedule “C”.

“Records Review” means any assessment the Province conducts pursuant to section A7.4.

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and capacity to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;

- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient with Funds up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (c) the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.
- (e) not use funds to cover any cost that has or will be funded by the recipients regular operating or capital budget.

A4.4 **Interest-Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 **Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 Conflict of Interest Includes. For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Province Includes. For the purposes of sections A7.4, A7.5 and A7.6, "Province" includes any auditor or representative the Province may identify.

A7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address set out in Schedule "B" :
 - (i) all Reports in accordance with the timelines and content requirements set out in Schedule "F";
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;

- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 Records Review. The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or both of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3;
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 Cooperation. To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;

- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 **No Control of Records.** No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual, including public announcements or communications:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.
- (d) obtain prior written approval from the Province before using any Government of Ontario or ministry logo or symbol in any communications including press releases, published reports, radio and television programs and public or private meetings, or in any other type of promotional material, relating to the Project or this Agreement.

A8.2 **Notice of Project-Related Communications.** Unless the Province directs the Recipient to do otherwise, the Recipient will provide written notice to the Province a minimum of 14 Business Days' in advance of all Project-related publications, whether written, oral, or visual, including public announcements or communications.

A9.0 INDEMNITY

A9.1 **Indemnify.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) at least 30 days' written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage required by section A10.1; or
 - (ii) other proof that confirms the insurance coverage required by section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);
- (b) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate.

A12.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

A12.3 **Opportunity to Remedy.** If, pursuant to section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A12.4 **Recipient not Remediating.** If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A12.5 When Termination Effective. Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) **demand from the Recipient payment of the unspent Funds;**
- (b) **adjust the amount of any further instalments of Funds accordingly.**

A14.0 FUNDS UPON EXPIRY

A14.1 Funds Upon Expiry. Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds.

A15.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an

amount equal to any Funds or any other amounts owing under the Agreement; or

- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 Interest Rate. The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B”.

A15.5 Fails to Pay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A16.0 NOTICE

A16.1 Notice in Writing and Addressed. Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule “B”, or as either Party later designates to the other by Notice.

A16.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of fax, one Business Day after the Notice is delivered; and
- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 **Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A19.0 WAIVER

A19.1 **Condonation not a waiver.** Failure or delay by the either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

A19.2 **Waiver.** Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

A22.0 GOVERNING LAW

A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A23.0 FURTHER ASSURANCES

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 **Joint and Several Liability.** Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of Her agencies (a “Failure”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A27.0 SURVIVAL

A27.1 Survival. The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, section A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

END OF GENERAL TERMS AND CONDITIONS

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$
Expiry Date	March 31, 2025
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$ 5,000.00
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	<p>Name: Program Development & Analytics Unit, Office of the Fire Marshal, Public Safety Division Ministry of the Solicitor General</p> <p>Attention: Katrina Nedeljkovich, Operations Manager</p> <p>Address: 2284 Nursery Road, Midhurst, ON, L0L 1N0</p> <p>Phone: 705-305-4595</p> <p>Email: Katrina.nedeljkovich@Ontario.ca / OFMGrants@Ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Position:</p> <p>Address:</p> <p>Fax:</p> <p>Email:</p>
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	<p>Position:</p> <p>Address:</p> <p>Fax:</p> <p>Email:</p>

Additional Provisions:

None

SCHEDULE “C” PROJECT

The Ministry of the Solicitor General, Office of the Fire Marshal received Treasury Board (TB) approval for \$30.0M grant over 3 years in funding to support the municipal fire service in acquiring critical equipment and other needs (health and safety, minor infrastructure and specialized tools) to improve and enhance the level of fire protection service being provided. These approved funds are provided through what is known as the Fire Protection Grant.

Year one of the Fire Protection Grant focuses on firefighter health and safety (specifically cancer prevention measures) and minor infrastructure updates. These themes were chosen based on feedback from fire stakeholders across Ontario about the challenges and risks firefighters face in performing their duties.

The Ministry has identified four categories of eligibility:

- Cancer Prevention – Equipment (such as exhaust extraction systems in the fire station or washing machines for firefighting gear to remove contaminants, etc.)
- Cancer Prevention - Personal Protective Equipment (such as facepieces, balaclavas, etc.)
- Cancer Prevention – Minor Infrastructure (such as showers in the fire station, etc.)
- Technology – Minor Infrastructure (such as bringing internet to fire stations that do not currently have access to improve connectivity and training opportunities, etc.)

The grant application window opened on July 23, 2024 and closed September 5, 2024.

SCHEDULE “D” BUDGET

Funding will be provided to the
upon execution of this Agreement.

Funding will be provided to the
explicitly for the purchase of one, or a combination of, the items prescribed within the
listed summary in Schedule "C". Copies of all invoices and receipts for said items will
be provided to the Office of The Fire Marshal as part of the Report Back described in
Schedule “F” that forms part of this agreement.

The funds must be committed to the project as approved by March 31st, 2025.
Subsequently, the funds must be spent by the municipality by the end of Provincial
Financial Quarter Three (Q3) (December 31, 2025).

SCHEDULE “E” PAYMENT PLAN

E.1 MAXIMUM FUNDS

The Maximum Funds to be provided by the Province to the Recipient under this Agreement is set out in Schedule “B”.

E.2 PAYMENT SCHEDULE

The Funds will be provided to the Recipient for the Funding Year subject to the Agreement having been signed by the Province.

SCHEDULE "F"

REPORTS

As a condition of the Fire Protection Grant, a report back to the Office of the Fire Marshal must be received by the end of Provincial Financial Quarter, Q3, to outline how the grant was utilized and the benefit(s) seen at the department level.

As part of the report back the municipality will provide copies of all invoices and receipts for the items purchased for the approved project(s) as noted in Schedule C.

May 5, 6 and 7, 2025 at the **Best Western** 700 Lakeshore Dr, North Bay, Ontario

Delegate Registration Form

(Please complete ONE FORM for each person attending)

Name: _____

Title/Position: _____

Municipality or Organization: _____

Address: _____

Postal Code: _____ E-mail: _____

Tel: _____ Fax: _____ Cell: _____

Full Delegate Package Includes all meals (2 breakfasts, 3 lunches, 4 breaks, Welcome Reception on Monday and Banquet on Tuesday), Trade Show, all sessions/workshops and a delegate kit.	By April 4 <input type="checkbox"/> After April 4 <input type="checkbox"/>	\$400 \$440
One Day – Monday, May 5 Includes lunch, afternoon break and Welcome Reception, all sessions on Monday, Trade Show and a delegate kit.	By April 4 <input type="checkbox"/> After April 4 <input type="checkbox"/>	\$180 \$210
One Day – Tuesday, May 6 Includes breakfast, lunch, morning & afternoon breaks, all sessions/workshops, Ministers' Forum on Tuesday, Trade Show and a delegate kit. Does NOT include Banquet ticket – order below.	By April 4 <input type="checkbox"/> After April 4 <input type="checkbox"/>	\$190 \$220
One Day – Wednesday, May 7 Includes breakfast, lunch, morning break and a delegate kit. Also includes the FONOM Annual Business Meeting if you are a FONOM member and several sessions.	By April 4 <input type="checkbox"/> After April 4 <input type="checkbox"/>	\$180 \$210
Extra Banquet Ticket Any banquet attendee can note special dietary requirements below:	<input type="checkbox"/>	\$165
(Payable to the City of North Bay)	Total	\$
	HST - 13%	\$
	Final Total	\$

Send payment and completed form

to: The City of North Bay
200 McIntyre Street East
North Bay, ON P1B 8V6

Inquiries: Carrie

Arts, Culture, & Recreation
Tel: (705) 474-0626 ext. 2329
Email: fonom@northbay.ca

Please register by April 4th to obtain early bird rate. Your sent registration form by this deadline will guarantee the lower price. Payment must be received by the first day of the conference. Cancellation Policy: Registration fees, less a \$50 administration charge, are refundable only if written notification is received by Friday, April 4th, 2025, however substitutions may be made without financial penalty.

FONOM collects, uses and discloses the information requested to promote the interests of the municipal sector. It may also be shared with selected third parties to generate operating revenues for FONOM. Under the Federal Personal Information Protection and Electronic Documents Act (PIPEDA) some of the information may constitute personal information. By filling out this form you agree that all personal information provided by you on the form may be collected, used and disclosed by FONOM for all purposes described above.

Township of Sables-Spanish Rivers

COUNCIL REPORT



COUNCIL MEETING: January 8, 2025
AGENDA GROUP: A
DEPARTMENT: Finance
AUTHOR: Ruth Clare - Treasurer
SUBJECT: Transfers to and from Reserves and Reserve Funds as per
2024 Budget

BACKGROUND:

As required by legislation, Council approves transfers to and from reserves and reserve funds. The attached schedule summarizes the request to confirm transfers done in 2024, which were part of the 2024 budget.

RELATED POLICY:

The Municipal Act
TSSR Reserve and Reserve Fund Policy

STRATEGIC PLAN:

Goal 5 – Effective municipal governance and operations.
Strategic Direction - Focus on enhanced communication with residents and promote transparency of municipal operations.
Action Item – N/A

BUDGET IMPLICATION:

Transfers were completed as per the 2024 budget.

RECOMMENDATION(S)/OPTIONS:

BE IT RESOLVED THAT Council approve transfers to and from reserves and reserve funds in 2024 per the attached schedule as contained in the 2024 Budget.

ATTACHMENTS:

2024 Schedule of Transfers TO/FROM Reserves and Reserve Funds

2024 SCHEDULE OF TRANSFERS TO/FROM RESERVES AND RESERVE FUNDS

Amounts Transferred TO Reserves/Reserve Funds		
Reserve	Amount	Comments
General Government	\$2,500.00	-Elections
Roads	\$106,471.00	-Working capital
Health & Social Services	\$20,000.00	-Medical transit van future replacement
Parks & Recreation	\$7500.00	<u>Capital projects carried over to 2025</u> -Double doors for ice surface entrances
Economic Development	\$2,000.00 \$10,000.00	<u>Capital projects carried over to 2025</u> -Historical markers -Wayfinding signage
Obligatory & Discretionary Reserves		
Water	\$17,933.02	2024 surplus
Sewer	\$29,034.58	2024 surplus

Amounts Transferred FROM Reserves/Reserve Funds		
Reserve	Amount	Comments
General Government	\$22,794.24	-Asset Management project completed in 2024
Fire	\$58,104.26	-Diesel exhaust unit at Station 4 (2023 project)
Health & Social Services	\$24,748.00	-Capital investment for the shared transit vehicle for seniors.
Parks & Recreation	\$3,290.00 \$53,000.00	-Electrical panel in office (2023 project) -Dehumidifier
Covid-19 SRA Funds	\$15,629.06	-GIS Project
Obligatory & Discretionary Reserves		
Provincial OCIF Funding	\$95,000.00 \$23,473.03	-Old Webbwood Rd culvert replacements -Paving-Algoma Sidewalk/Young St./Imperial St.
CCBF	\$305,000.00	-Old Webbwood Rd culvert replacements

Township of Sables-Spanish Rivers
COUNCIL REPORT



COUNCIL MEETING: January 8, 2025
AGENDA GROUP: B
DEPARTMENT: Protection to Persons & Property
AUTHOR: Anne Whalen
SUBJECT: Appointment to Fire & Emergency Services Committee

BACKGROUND:

With the amendment to the Procedural Bylaw in place, the Fire & Emergency Services Committee is now created. Councillors Hobbs and Mercieca have been appointed as Council representatives.

6 applications have been received from members of the Fire Department for the 4 available seats.

3 applications were received for the one ratepayer seat.

All members of Council were provided with copies of the applications.

RELATED POLICY:

Procedural Bylaw 2021-10, as amended

STRATEGIC PLAN:

Goal – Effective Municipal Governance
Strategic Direction – enhanced communication with residents and promote transparency of municipal operations
Action Item – n/a

BUDGET IMPLICATION:

n/a

RECOMMENDATION(S)/OPTIONS:

1. BE IT RESOLVED THAT the following firefighters be appointed to the Fire and Emergency Services Committee:
 - 1.
 - 2.
 - 3.
 - 4.

-
2. BE IT RESOLVED THAT _____ be appointed to the Fire & Emergency Services Committee as a ratepayer representative.

ATTACHMENTS:

None

WSP
Recommendation for Payment

Project: Webbwood Fire Watermain

Owner: Corporation of the Township of Sables-Spanish Rivers
11 Birch Lake Road
Massey, ON P0P 1P0

Attention: Anne Whalen, Township of Sables-Spanish Rivers

Payment №: Two (2) - Progress	Project №: CA0040448.3869
Date: December 16, 2024	Payment to: December 10, 2024
Contractor: A. vanEgmond Construction (2005) Ltd.	
Address: P.O. Box 520 Smithville, ON L0R 2A0	
Attention: Bob Dowson, A vanEgmond Construcion (2005) Ltd.	

Total Amount of Contract (Tendered - Excluding HST):	\$ 338,990.00
Total Value of Work To Date:	\$ 332,861.22

Total Contract Value of Work Performed to Date:	\$ 332,861.22
Less: 10% Construction Lien Holdback	-\$ 33,286.12
Less: 3% Maintenance Holdback	-\$ 9,985.84
Total Net to Date	\$ 289,589.26

Net Amount of Previous Payments:	\$ 251,251.65
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Net Amount of This Payment:	\$ 38,337.61
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PVAT @	8%	\$ 3,067.01
GST @	5%	\$ 1,916.88
HST @	13%	\$ 4,983.89

AMOUNT OF THIS RECOMMENDATION	\$ 43,321.50
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WSP Canada Inc.



Johnny Barrette - WSP

cc:

Bob Dowson, A vanEgmond Construcion (2005) Ltd.

Dave Spacek, P.Eng - WSP

Township of Sables-Spanish Rivers

COUNCIL REPORT



COUNCIL MEETING: January 8, 2025
AGENDA GROUP: D
DEPARTMENT: Environment Health & Welfare
AUTHOR: Anne Whalen
SUBJECT: Physician Recruitment Incentive Program

BACKGROUND:

Mayor Burke would like to explore the idea of creating an incentive program to assist with physician recruitment.

Here are some examples of incentives by other municipalities in Ontario:

- **Hastings County** - Offers \$150,000 over five years to medical students, recent graduates, or practicing physicians who agree to practice family medicine in the county for at least five years
- **Kingston** - Offers a \$100,000 incentive to eligible family doctors, plus relocation and career support
- **Belleville** - Offers \$75,000 over five years to established family physicians who relocate from outside of Ontario and agree to practice in Belleville
- **Huntsville** - Offers \$60,000 to take over an existing family practice, \$70,000 to take over an existing practice and add more than 200 Huntsville patients, and \$80,000 to set up a new family practice
- **Dryden** - Offers \$37,500 to help with relocation expenses, and doctors moving to Dryden could receive up to \$155,000 for a four-year commitment
- **Peterborough** - Offers a \$15,000 bonus, plus the "Whole Town Village" incentive program and the "Hometown Proud" program
- **City of Timmins** – Offers a Physician Start-Up Grant up to \$60,000 to newly recruited doctors to help them start a practice if they will move to Timmins. The city will contribute \$20,000 per year, with \$20,000 coming from the Timmins and District Hospital, and \$20,000 from industry partners.

RELATED POLICY:

None

STRATEGIC PLAN:

Goal – Quality of Life

Strategic Direction – Ensure services at the Massey Medical Clinic meet the needs of the community

Action Item – Continue active recruitment of doctors

BUDGET IMPLICATION:

Include an annual amount in the budget

RECOMMENDATION(S)/OPTIONS:

BE IT RESOLVED THAT the Clerk, in consultation with the Medical Clinic Manager and the Treasurer, create a Physician Recruitment Incentive Program and Policy for Council's consideration.

ATTACHMENTS:

None

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

BYLAW NUMBER 2025-06

Being a Bylaw to confirm the proceedings of the regular
Council Meeting held on January 8, 2025 and the Special
Meeting held on December 16, 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, January 8, 2025 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 actions of the Council of The Township of Sables-Spanish Rivers, at its special meeting of Monday, December 16, 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.
3. 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 8th DAY OF JANUARY, 2025.

READ A THIRD AND FINAL TIME AND PASSED IN OPEN COUNCIL
THIS 8th DAY OF JANUARY, 2025.

MAYOR – K. BURKE

CLERK – A. WHALEN