

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

AGENDA

Council Chambers – 11 Birch Lake Road, Massey

REGULAR MEETING

FEBRUARY 12, 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: **Louisa Nadeau-** Municipal Accommodation Tax
 Jason Stewart- LaCloche Area Municipal Tree Planting Relay

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 January 2025 totaling \$512,298.89 be approved as paid.

(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

A1	Finance Committee Meeting Report	Resolution
A2	Finance Committee Terms of Reference	Resolution
A3	Council Remuneration Policy	Resolution
A4	Lead Hand Position	Resolution
A5	Updated Salary Grid	Resolution

B PROTECTION TO PERSONS AND PROPERTY

C PUBLIC WORKS

C1	Public Works Committee Meeting Report	Resolution
C2	Residential Service and Property Restoration Policy	Resolution
C3	Frozen Water Service Policy	Resolution
C4	Waste Management Policy	Resolution
C5	Contract for Compaction and Cover Services	Resolution

D ENVIRONMENT, HEALTH AND WELFARE

D1	Holdback Release A vanEgmond- Webbwood Fire Watermain	Resolution
D2	Payment Certificate Furoy’s Insulation Massey Medical Clinic Upgrades	Resolution
D3	Tennyson Landfill Operating Hours- Request by Roger Pichette	Discussion
D4	Board of Health Minutes- Jan 16/25	Resolution
D5	Township of Nairn and Hyman Town Hall Meeting- Feb 18/25	Information

Agnew Lake Tailings

E RECREATION, TOURISM AND CULTURE

E1	Walford Community Centre Board Meeting Report- Jan 23/25	Resolution
E2	SSR Library Board Meeting Report- Dec 12/24	Resolution
E3	Economic Dev & Planning Committee Meeting Report- Jan 20/25	Resolution
E4	Economic Dev & Planning Committee Terms of Reference	Resolution
E5	Canada Housing Infrastructure Fund Grant	Discussion

F PLANNING

G BYLAWS

G1	Bylaw 2025-08- Agreement with MNR- Waterfalls Road Bridge
G2	Bylaw 2025-09- Community Emergency Preparedness Grant Agreement
G3	Bylaw 2025-10 – Confirm Proceedings of Council

CLOSED SESSION

Pursuant to Section 239(2) of the Municipal Act – to consider personal matters about identifiable individuals respecting municipal employees- probation review.

OTHER BUSINESS

Township of Sables-Spanish Rivers
COUNCIL REPORT



COUNCIL MEETING: February 12, 2025
AGENDA GROUP:
DEPARTMENT: Economic Development
AUTHOR: Louisa Nadeau, Manager of Economic Development & Regional Transit
SUBJECT: Municipal Accommodation Tax (MAT) Overview

BACKGROUND:

This report has been compiled as an overview of the Municipal Accommodation Tax, its related legislation and potential local impact, as requested by the LaCloche Foothills Municipal Association. The information provided within is for the purpose of informing Council of the option to impose a MAT in the Township of Sables-Spanish Rivers.

Prior to 2017, some tourism accommodation properties in a few urban municipalities in Ontario voluntarily charged a 3% Destination Marketing Fee (DMF) to their visitors.

This funding was forwarded to a Destination Marketing Organization (DMO) and 100% of the funds was used for tourism marketing and initiatives. Municipalities had no role (legal) in the DMF.

As a result of demand from other municipalities and stakeholders for various reasons, a Municipal Accommodation Tax (MAT) was passed in December 2017 under section 400.1 of the Municipal Act, 2001 in accordance with Ontario Regulation 435/17.

This legislation empowers municipalities to direct accommodation properties to charge a municipal accommodation tax on short-term accommodations (stays of 30 consecutive days or less) and remit the proceeds to the municipality, which is to be appropriately divided between the municipality & the designated tourism entity.

The MAT can be divided 50-50, or a larger portion may be forwarded to the tourism entity.

The municipality can use their funds for any purpose, while the tourism entity must use their funds for tourism purposes. The tourism entity can be an external organization like our RTO, Destination Northern Ontario, or can be internal like a municipal Economic Development Corporation.

56 of the 444 municipalities in Ontario have implemented MAT, with several more currently engaging in discussions as we are. A MAT of 4% is the standard, however, municipalities may charge more. The MAT applies to the accommodation charge and does not apply to other associated charges, such as meals or room incidentals, provided that these amounts are itemized separately on the invoice.

For example: In October 2024, the City of Sudbury opted to increase their existing 4% MAT to 6% and allocated the City's portion of the increase to the Tax Rate Stabilization Reserve.

Municipalities in RTO 13 (a, b & c) with a MAT:	Other notable municipalities with a MAT:
- Sudbury 6%	- Toronto 6%
- Sault Ste Marie 4%	- Huntsville 4%
- Timmins 4%	- Belleville 4%
- North Bay 4%	- Barrie 6%
- Thunder Bay 5%	- Gravenhurst 4%
- Blind River 4%	- Guelph 4%
- Marathon 6%	- Ottawa 5%
- Wawa 4%	

There is opportunity here.

Tourists are accustomed to paying an accommodation tax as accommodation taxes are common in Canada and around the world. Our residents are already paying MATs in other communities when they travel for medical treatments, work trips, sports tournaments, and vacations. Money our residents are spending in other communities is contributing to the upkeep of infrastructure there. Why not here?

Northern Ontario communities are leveraging their tourism industries to increase tax revenue from non-residents. In our region, if residents travel to a major hospital in Sudbury, Sault Ste. Marie, Toronto, or Ottawa, they are paying the MAT to that municipality. This program, if implemented, helps to reduce

the burden on local rate payers, improve infrastructure, and ensure our municipalities are sustainable and affordable moving forward.

Based on room inventory, average daily rates & occupancy rates in the LaCloche region, it is estimated that the region (Baldwin, Espanola, Nairn & Hyman, Sables-Spanish Rivers) could collect MAT of \$85,000 - \$100,000/year. This amount may be higher if the MAT were also applied to Airbnb and VRBO (people renting their cottage) as well.

The MAT represents an annual revenue stream for tourism projects and initiatives. These funds can be used as the municipality's contribution for government funding applications. As most government programs require the proponent to contribute 30-50%, this would result in the region being able to double their financial revenue/impact at no cost to the region.

For example, if the region collected \$85,000 in MAT in a year, they could apply to a 50% government program and therefore, have \$170,000 to invest in an initiative that year which would cost the community taxpayers nothing.

RELATED POLICY:

STRATEGIC PLAN:

Goal- 4: Development & Tourism

Strategic Direction- Maintaining a prosperous economy and exploring opportunities for diversification.

Action Item- 6: Pursue innovative initiatives to support development and planning.

BUDGET IMPLICATION: N/A for 2025, possible for 2026

RECOMMENDATION(S)/OPTIONS:

The MAT has the potential to be a revenue generating opportunity that cost the residents and businesses of the region nothing. The residents and businesses would benefit from the tourism development, marketing, and economic development initiatives funded in part by this annual revenue stream. Administrative supports are available through Destination Northern Ontario to assist the municipality with implementation.

The numbers provided above are regional numbers, derived from room inventory, average daily rates, and occupancy rates within the four partner municipalities. Instead of a resolution to implement, Staff is requesting that Council discuss and provide their interest in the MAT.

If there is an appetite from Council to explore the MAT further, that decision will be taken back to the next LaCloche Foothills Municipal Association meeting. The EDO is providing this same presentation to each of the four municipal Councils this week. Each Council's interest in the program will be reported back to the LFMA for further discussion. The current objective is to try to reach a regional consensus on the MAT. Interest in the affirmative will provide the EDO with direction to devote additional time to exploring this program further and in greater detail.

If further steps are to be taken, there will be an opportunity for any local business owners and stakeholders to provide their comments and feedback. An additional report will be brought forward to the LFMA and the Councils in the future.

ATTACHMENTS:

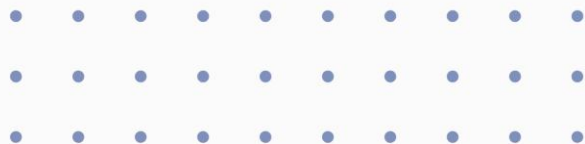
MUNICIPAL ACCOMMODATION TAX OVERVIEW

LaCloche Foothills Region



This presentation has been prepared with the assistance of Destination Northern Ontario.

DNO is one of 13 regional tourism organizations. They work with communities, tourist operators, and tourism stakeholders in the development and marketing of tourism and economic development initiatives.




HISTORY OF THE MAT

Prior to 2017, some tourism accommodation properties in a few urban municipalities in Ontario voluntarily charged a 3% Destination Marketing Fee (DMF) to their visitors.

This funding was forwarded to a Destination Marketing Organization (DMO) and 100% of the funds was used for tourism marketing and initiatives. Municipalities had no role (legal) in the DMF.

As a result of demand from other municipalities and stakeholders for various reasons, a Municipal Accommodation Tax (MAT) was passed in December 2017 under section 400.1 of the Municipal Act, 2001 in accordance with Ontario Regulation 435/17.





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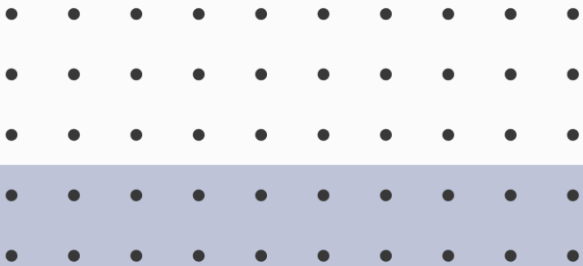
56 of the 444 municipalities in Ontario have implemented MAT

Municipalities in RTO 13 with a MAT:

- Sudbury 6%
- Sault Ste Marie 4%
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- Thunder Bay 5%
- Blind River 4%
- Marathon 6%
- Wawa 4%

Other notable municipalities with a MAT:

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- Huntsville 4%
- Belleville 4%
- Barrie 6%
- Gravenhurst 4%
- Guelph 4%
- Ottawa 5%





OPPORTUNITY

Tourists are accustomed to paying an accommodation tax in Canada and around the world.

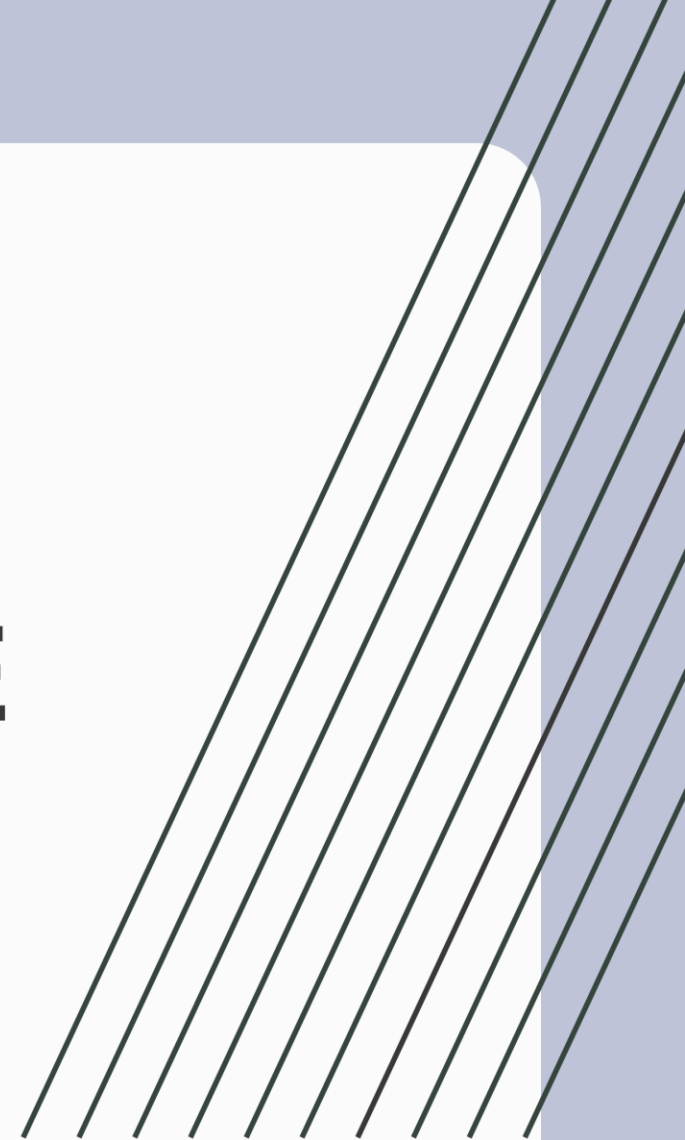
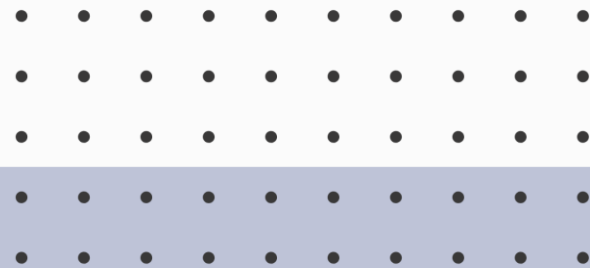
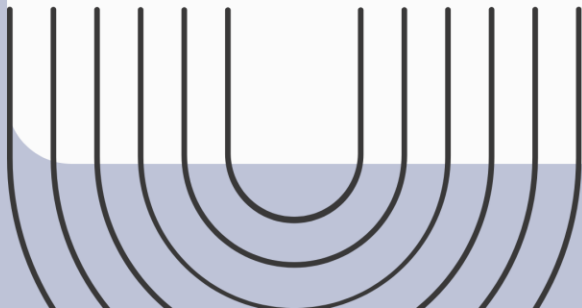
In our region, if residents travel to a major hospital in Sudbury, Sault Ste. Marie, Toronto, or Ottawa, they are paying the MAT to that municipality.

Money our residents are spending in other communities is contributing to the upkeep of infrastructure there.

So why not here?

Implementing a MAT helps to reduce the burden on local rate payers, improve infrastructure, and ensure our municipalities are sustainable and affordable moving forward.

ESTIMATE



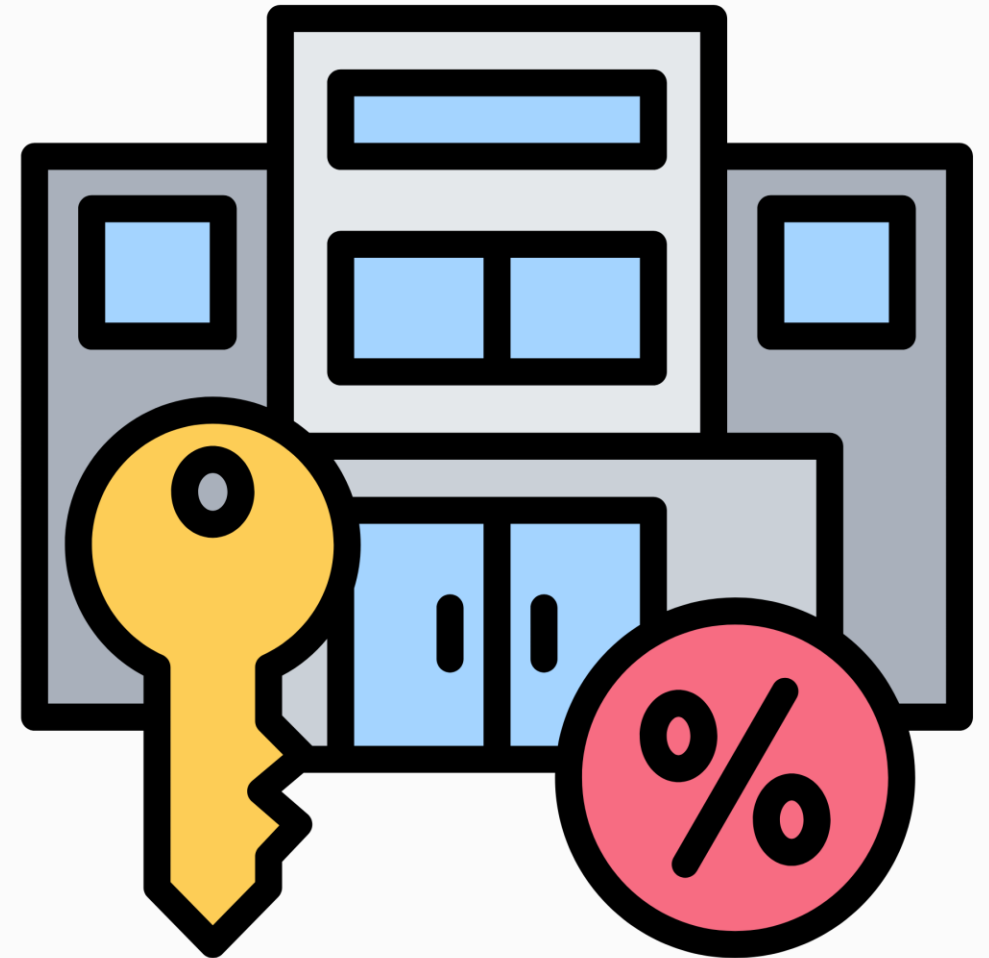
Based on:

- room inventory
- average daily rates
- occupancy rates

The LaCloche Foothills Region could collect upwards of

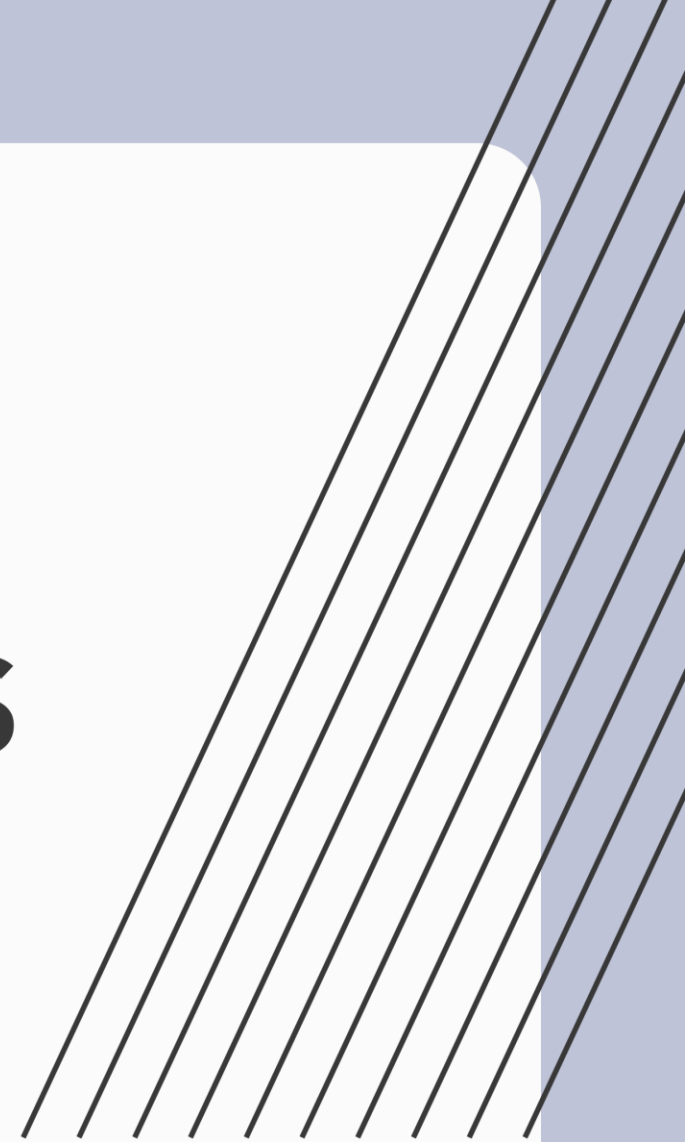
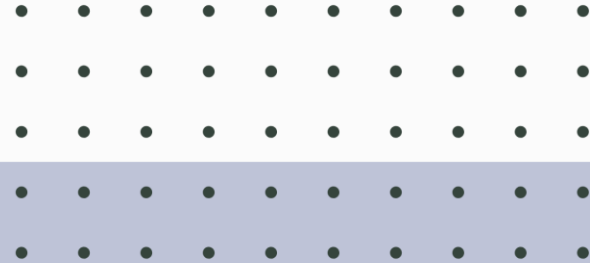
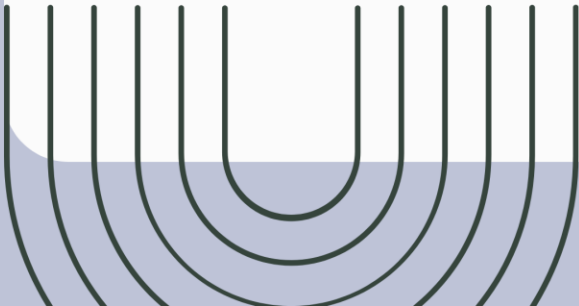
\$85,000-\$100,000/year

in MAT revenue.



Regional estimate including Baldwin, Espanola, Nairn & Hyman, and Sables-Spanish Rivers.

FAQS





Are Ontario's municipalities the only ones that charge a municipal accommodation tax?

No. Room taxes are charged throughout Canada, in the United States and in other countries.

Some jurisdictions have not only a room tax but add on many other taxes, fees and levies to an accommodation bill. Some municipalities also charge the tax on food and beverages and other services.

Ontario is low on the scale at approximately 4% as some jurisdictions charge up to 16%.



Can a tourism entity negotiate with their municipality to receive more than the minimum share of revenue as outlined in the regulations?

Yes. Revenues from the municipal accommodation tax that exceed the amount that municipalities are required to share with a not-for-profit tourism organization may be retained by municipalities for their own purposes.

The sharing formula does not prevent municipalities from dedicating more than the required amount to tourism activities. However, the municipality cannot keep more than 50% of collections.



Who pays the municipal accommodation tax?

This is not a new tax that the business must pay. This is a tax that the visitor must pay, the business just collects it.

1. The visitor pays it to the business.
2. The business collects it.
3. The business remits it to the municipality.
4. The municipality may retain 50% and forward the balance funds to the eligible tourism entity.



Is the MAT mandatory or voluntary?

Mandatory. The Municipal Accommodation Tax must be collected by the accommodation provider at the same time customers are charged for the booking.



The MAT only applies to stays less than 30 days. Is MAT charged for first 29 days and not on 30 days onward for stays greater than 30 days?

No. If a stay is more than 30 days, the entire stay is exempt from the MAT.

If the booking is for 29 days and the guest stays longer, the MAT is based on the ACTUAL duration, not the planned duration.



Does the MAT appear on the invoice or receipt?

Yes, every bill, receipt, invoice or similar document for the purchase of accommodation must have a separate item identified as "Municipal Accommodation Tax" showing the rate and the amount of the MAT charged.



Is the MAT applicable to guests that do not show up for their reservation?

If a guest is charged for accommodation, including no-shows, the MAT is to be collected and remitted. If the guest is not charged for the accommodation but is required to pay a cancellation fee, the MAT would not apply to the cancellation fee.



Are hotel amenity fees and service charges applicable under a MAT?

The municipal accommodation tax does not extend to incidental fees and charges unrelated to the purchase of accommodation. (ie: room rate only, not food, phone calls, etc. as long as they are separate charges on the bill)



Will a municipal accommodation tax apply to short-term rentals (STR) such as Airbnb?

The tax can only apply to accommodation that is short-term in nature. That means a local municipality could apply the tax to hotel accommodation only, or it could choose to apply the tax to other types of short-term accommodation, including transient accommodation offered through online service sites.



THANK YOU

Do you have any question?

Louisa Nadeau
Manager, Economic Development
& Regional Transit
lnadeau@espanola.ca





Espanola High School

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Andrea Therrien, BA (Hons), BEd, MEd
Principal

Andrew Kendall, BPEH, BEd, MEd
Vice Principal

December 11, 2024

*Home of
the Spartans*

Subject: Join the LaCloche Area Municipal Tree Planting Relay in Celebration of Earth Day

Dear Mayors, Chiefs, Chairs, and Councillors,

We are members of the Eco Schools Green Team at Espanola High School, writing to invite our local areas to participate in the **LaCloche Area Municipal Tree Planting Relay**. This is an inspiring initiative launched in honor of Espanola High School's commitment to greening efforts in the communities we serve and in recognition of Earth Day 2025. This relay, asking communities to plant trees and "pass the baton" on to others to do the same, highlights municipalities' dedication to addressing climate change and reaffirming their commitment to sustainability.

The concept is simple yet impactful: municipalities and First Nations communities that send students to Espanola High School are challenged to commit to planting at least FIFTY seedling or full sized trees within their community, either on municipal land or given out to residents.

Joining this initiative offers an excellent opportunity for municipalities to:

- showcase its leadership in promoting environmental sustainability
- enhance local biodiversity and strengthen urban ecosystems
- foster a legacy of environmental stewardship for future generations
- develop a stronger partnership with Espanola High School

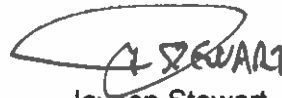
Your participation will not only contribute to Canada's collective fight against climate change but will also inspire other municipalities and the students of our school to join the effort. The act of planting trees symbolizes growth, hope, and a unified commitment to creating a healthier planet.

We would be honored to see our municipalities take part in this initiative. If you would like to join the relay or need additional information, please don't hesitate to contact us at stewarja@rainbowschools.ca or (705) 869-8221 ext 6282.

Thank you for considering this opportunity to make a meaningful environmental impact. Together, we can create a lasting legacy of sustainability and inspire communities across Canada.

Green regards,

Rebecca Seel
Student Representative



Jayson Stewart
Staff Liaison



Andrea Therrien
Principal

FUNDING FOR TREE PLANTING PROJECTS:

<https://treecanada.ca/grants-awards/community-tree-grants-faq/>

<https://forestscanada.ca/en/program/50-million-tree-program>

<https://greenmunicipalfund.ca/funding/tree-planting>

<https://treecanada.ca/grants-awards/edible-trees/>

<https://janegoodall.ca/what-we-do/canada-programs/roots-and-shoots/>

<https://whc.org/grants/>

<https://greencommunitiescanada.org/programs/living-cities-canada/living-cities-fund/>



ESPANOLA HIGH SCHOOL ECO CODE 2024-2025

Espanola High School is committed to making our school more environmentally friendly by:

- respecting and protecting the land, water, and air in the region in which we live and learning about traditional Indigenous ecological knowledge;**
- finding ways to spend time outdoors through field trips, excursions, hikes, outdoor education, a pollinator garden, and two green classrooms;**
- engaging in meaningful partnership with community, national, and global initiatives that support a healthy world;**
- reducing our waste through recycling, waste diversion, reuse programs, and composting in various forms;**
- including ecological learning and action projects in the classes we offer**

Accounts Payable Cheque Register Report - Payroll & AP-1009588

For The Date Range From 1/01/25 To 1/31/25

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

Cheque # / eCheque ID	Type	Date	Vendor	Name	Amount	Status
26639	C	1/07/25	121	Municipal Finance Officers' Association - Annual membership	\$367.25	O
26640	C	1/07/25	38	Minister of Finance - Policing	\$60,223.92	O
26641	C	1/21/25	740	ENTANDEM	\$203.37	O
26642	C	1/21/25	35	Massey Home Hardware	\$782.92	O
26643	C	1/21/25	51	Sonnenburg Rona Building Centre	\$46.31	O
26644	C	1/21/25	315	Staples Business Advantage	\$587.15	O
26645	C	1/21/25	762	State Chemical Ltd.	\$500.54	O
26646	C	1/21/25	663	Versus Business Forms & Labels	\$1,389.90	O
6194	E	1/07/25	26	Huron Central Railway M2142	\$1,210.00	O
6195	E	1/07/25	29	Janeway PharmaChoice	\$86.42	O
6196	E	1/07/25	37	McDougall Energy	\$2,898.05	O
6197	E	1/07/25	42	Northern Uniform Service	\$30.61	O
6198	E	1/07/25	47	Purolator Courier	\$53.29	O
6199	E	1/07/25	49	GFL Environmental Inc.	\$28,039.24	O
6200	E	1/07/25	66	USTI Canada Inc.	\$18,205.49	O
6201	E	1/07/25	73	Municipal Property Assessment Corp	\$17,434.84	O
6202	E	1/07/25	77	Association of Municipalities of Ontario - 2025 Municipal Membership fee	\$2,548.53	O
6203	E	1/07/25	79	Northern Communications	\$916.44	O
6204	E	1/07/25	84	Public Health Sudbury & Districts	\$16,211.15	O
6205	E	1/07/25	92	AMCTO - 3 memberships	\$1,323.23	O
6206	E	1/07/25	438	Wenrick Kennels	\$15,155.07	O
6207	E	1/07/25	446	MEPCO - Municipal contribution fee	\$88.99	O
6208	E	1/07/25	552	OMERS	\$26,269.70	O
6209	E	1/07/25	792	Shea Construction	\$5,424.00	O
6210	E	1/07/25	808	Ontario Municipal Tax and Revenue Association	\$310.75	O
6211	E	1/07/25	837	Local Authority Services	\$3,373.09	O
6212	E	1/21/25	467	4Imprint Inc.	\$1,835.32	O
6213	E	1/21/25	891	A. VanEgmond Construction (2005) LTD	\$43,321.50	O
6214	E	1/21/25	730	Brandt Tractor Ltd.	\$1,746.03	O
6215	E	1/21/25	524	Creighton Rock Drill Limited	\$1,271.42	O
6216	E	1/21/25	289	Dan's Electric Espanola Ltd.	\$794.24	O
6217	E	1/21/25	778	ECS Cares	\$274.59	O
6218	E	1/21/25	247	North Bay Hydro - Xmas lights	\$3,096.38	O
6219	E	1/21/25	62	Town of Espanola	\$3,229.36	O
6220	E	1/21/25	1	Gilbert Medve - M. Leay for SRFID Review	\$500.00	O

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

For The Date Range From 1/01/25 To 1/31/25

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

Cheque # / eCheque ID	Type	Date	Vendor	Name	Amount	Status
6221	E	1/21/25	752	J.L. Richards & Associates Limited	\$361.89	O
6222	E	1/21/25	846	Jeff Lapierre - cell phone	\$105.00	O
6223	E	1/21/25	557	K. Smart Associates Limited	\$324.88	O
6224	E	1/21/25	398	Linde Canada	\$198.26	O
6225	E	1/21/25	837	Local Authority Services	\$1,860.39	O
6226	E	1/21/25	37	McDougall Energy	\$10,633.06	O
6227	E	1/21/25	176	Morris Sanftenberg Construction	\$243.16	O
6228	E	1/21/25	65	NAPA Espanola	\$1,088.72	O
6229	E	1/21/25	42	Northern Uniform Service	\$104.81	O
6230	E	1/21/25	81	O.J. Graphix Inc.	\$144.64	O
6231	E	1/21/25	193	Ontario Clean Water Agency	\$437.75	O
6232	E	1/21/25	619	Phoenix Emergency Management Logic	\$3,390.00	O
6233	E	1/21/25	171	PSD Citywide Inc.	\$17,967.00	O
6234	E	1/21/25	466	Stericycle Inc	\$802.40	O
6235	E	1/21/25	587	TELUS Health Solutions	\$1,708.56	O
6236	E	1/21/25	432	Testmark Laboratories Ltd.	\$90.40	O
6237	E	1/21/25	66	USTI Canada Inc.	\$2.62	O
6238	E	1/21/25	236	Wamco Waterworks	\$1,245.42	O
6239	E	1/22/25	898	McDougall Insurance & Financial	\$158,318.60	O *
6240	E	1/31/25	74	Sables-Spanish Rivers Public Library Board	\$120,355.50	O
6241	E	1/31/25	86	Sun Life Assurance Company	\$11,716.42	O
6242	E	1/31/25	555	Lynda Goodchild	\$723.20	O
6243	E	1/31/25	704	John Van Norman	\$504.00	O
6244	E	1/31/25	885	Lisette Sonnenburg	\$750.00	O
Bell Canada	E	1/07/25	10	Bell Canada	\$895.52	O
Bell Canada	E	1/21/25	10	Bell Canada	\$211.31	O
Bell Mobility	E	1/07/25	11	Bell Mobility	\$98.88	O
Brandt Tractor Ltd.	E	1/15/25	730	Brandt Tractor Ltd.	\$2,800.86	O
EASTLINK	E	1/21/25	520	EASTLINK	\$778.67	O
Hydro One	E	1/07/25	71	Hydro One	\$135.18	O
Hydro One	E	1/21/25	71	Hydro One	\$4,944.17	O
Minister of Finance - EHT	E	1/09/25	6	Minister of Finance - EHT	\$4,512.96	O
Postage By Phone	E	1/15/25	5	Postage By Phone	\$5,650.00	O
Receiver General	E	1/09/25	4	Receiver General	\$31,892.32	O

Township of Sables-Spanish Rivers
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Cheque # / eCheque ID	Type	Date	Vendor	Name	Amount	Status
Receiver General	E	1/23/25	4	Receiver General	\$17,753.98	O
Royal Bank - GFS Service Centre	E	1/09/25	52	Royal Bank - GFS Service Centre	\$400.50	O
WSIB	E	1/09/25	551	WSIB	\$7,717.37	O
McDougall Insurance Brokers Limited	E	1/21/25	898	McDougall Insurance & Financial	\$158,318.60	V →

Cleared \$0.00

Outstanding \$670,617.49

Void \$158,318.60

\$512,298.89

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

FINANCE COMMITTEE MEETING

PAGE 1

January 28, 2025

PRESENT: Mayor Kevin Burke, Councillor Casimir Burns, Councillor Harold Crabs, Councillor Thoma Crabs, Councillor Mike Mercieca, Councillor Cheryl Phillips, Resident Edith Mercieca
ABSENT: Councillor Merri-Ann Hobbs, Resident Brent St. Denis

Staff: Anne Whalen, Clerk-Administrator; Ruth Clare; Treasurer

The meeting began at 6:15 pm

Draft Terms of Reference – Finance Committee

Committee members suggested creating a Terms of Reference for the Finance Committee. The Treasurer presented a draft for review, ensuring it aligned with the structure of our other committees and that it clearly defined the committee's mandate. After reviewing the draft, the Finance Committee recommends its approval by the Council.

- **Recommendation to Council:**
BE IT RESOLVED THAT the Finance Committee Terms of Reference be accepted by Council as presented.

Annual Review of the Council Remuneration Policy

The Committee revisited discussions from previous meetings concerning the removal of the Points System Per Diem Fund (Section 5) to enhance efficiency and transparency. The current policy, along with a review highlighting proposed changes, was provided for consideration. The updated policy, which eliminates the per diem fund, is recommended for adoption by the Council.

- **Recommendation To Council:**
That the updated Council Remuneration Policy be considered by Council as presented.

Annual Review of the TSSR Salary Administration Policy

To ensure that the Township's compensation structure aligns with its strategic goals and supports operational efficiency, the Clerk-Administrator presented a comprehensive report prepared by the Coordinator of Infrastructure and led the review of the Salary Administration Policy. This review focused on addressing departmental gaps, enhancing staff development opportunities, and ensuring fair compensation practices.

Key recommendations and findings:

- **Introduction of Lead Hand position:**
The Coordinator of Infrastructure's report identified a need for a Lead Hand in the Public Works Department to bridge the gap between Supervisors and operational staff. This role will provide technical support, training, mentoring, and supervisory backup, and will be integral to succession planning.
The Lead Hand position received a rating of 425 points, compared to 360 for Public Works Operators and 450 for the Coordinator of Infrastructure. This position will be added to the salary grid in pay band D. A formal job description and evaluation were completed, recommending an internal competitive process to fill the position, thereby avoiding an increase in staffing levels.
The estimated annual cost to the department, including benefits, is \$6,300. The Finance Committee and staff make the recommendation to Council to approve the creation of this position and allocate the necessary funds in the 2025 Operating Budget.

- **Recommendation to Council:**
BE IT RESOLVED THAT the Council of the Township of Sables-Spanish Rivers hereby approve the changes to the Public Works and Operations Organizational Chart;
AND THAT Council approve an internal posting to create the Lead Hand position from existing staffing compliment;

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

AND FURTHER THAT the funds required to support the Lead Hand position be added to the 2025 Operating Budget.

- **Additional Positions that should be added to Salary Grid:**

The Committee recommended the inclusion of the following positions in the salary grid:

- Casual Labourer – Public Works – Pay band B
- Casual Labourer – Arena – Pay band A
- Fire Chief – Pay band E
- Building Inspector Intern – Pay band E

- **Salary Grid Adjustment:**

The Committee reviewed the salary grid and recommended a 1% cost-of-living adjustment, in line with market trends and budget affordability. This adjustment will take effect upon Council approval.

➤ **Recommendations to Council:**

BE IT RESOLVED THAT Council adopts the updated salary grid as presented.

- **Employee Evaluations and HR Software:**

The Clerk-Administrator and committee highlighted the importance of regular employee evaluations and proposed the adoption of HR software to streamline and enhance the evaluation process. Demonstrations with two software providers are scheduled for February 4, 2025.

Building Department Shared Services

The Committee reviewed the renewal of the 2025 Building Services Agreement. The current billing structure remains effective, with any wage-related increases being passed on to the Township of Nairn-Hyman and the Town of Baldwin. The department continues to strive for self-sustainability.

The proposal will be presented to the Township of Nairn-Hyman and the Town of Baldwin for consideration. If no issues arise, the renewed agreement will be submitted to the Council for adoption.

Current Assessment Information

As of January 2025, property assessments in Ontario continue to be based on valuations from January 1, 2016. The Ontario government postponed the 2020 Assessment Update due to the COVID-19 pandemic, extending this postponement through the 2021-2024 assessment cycle. As a result, 2025 property tax assessments will rely on the 2016 valuation date.

The Committee reviewed the Township's 2025 property assessments and notional tax rates, providing a foundational basis for upcoming tax levy discussions.

Other Business

No additional matters were raised.

Attachments

Finance Committee Terms of Reference
Draft Council Remuneration Policy
Public Works and Operations Organizational Chart
Public Works Lead Hand Job Description

The meeting adjourned at 8:30 pm. The next meeting will be February 10, 2025 at 6:00pm.

TOWNSHIP OF SABLES-SPANISH RIVERS

FINANCE COMMITTEE

TERMS OF REFERENCE

PURPOSE

The Finance Committee is established to provide strategic oversight, guidance, and recommendations on financial matters for the Township of Sables-Spanish Rivers. Its goal is to ensure fiscal responsibility, transparency, and long-term financial sustainability in the delivery of municipal services and initiatives.

AUTHORITY

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

COMMITTEE COMPOSITION

The Finance Committee shall consist of:

- Committee of the Whole.
- Township staff with financial expertise (e.g., Clerk-Administrator, Treasurer).
- Up to two ratepayers with relevant experience

TERM

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

CHAIRPERSON

The Chairperson shall be the Mayor.

SCHEDULE OF MEETINGS

The Committee shall meet at the request of the Chair or Township Council. A quorum for meetings shall be five, including at least one member of Council.

MANDATE

The Finance Committee's mandate includes the following:

Budget Planning and Oversight

- Assist in the preparation, review, and recommendation of the annual municipal operating and capital budgets.
- Monitor budget performance and recommend adjustments as needed to ensure alignment with financial goals.

Financial Policies and Procedures

- Develop, review, and recommend financial policies, including procurement, investment, and reserve fund policies.
- Ensure compliance with applicable financial regulations and best practices.

Audit and Financial Reporting

- Monitor financial reporting to ensure accuracy and transparency for Council and the public.

Revenue and Expenditure Management

- Evaluate and recommend strategies to optimize revenue streams, including user fees, taxation, grants, and other funding opportunities.
- Review and monitor expenditures to ensure they align with budgeted priorities and are cost-effective.

Debt and Reserve Management

- Advise on debt management strategies, ensuring that borrowing remains within sustainable limits.
- Monitor and recommend allocations to reserve funds for future capital projects and unforeseen financial needs.

Asset Management Planning

- Collaborate with staff to develop long-term financial plans to address infrastructure needs, levels of service, and economic growth.
- Provide recommendations on financial priorities that align with the Township's strategic objectives.

Public Engagement and Communication

- Promote transparency by supporting public communication on financial matters,

- including budgets and fiscal policies.
- Ensure the community is informed about how municipal funds are being managed and utilized.

REPORTING

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

SCHEDULE 'A' TO BYLAW 2025-XX
Township of Sables-Spanish Rivers

Council Remuneration Policy

1. PURPOSE

The purpose of this policy is to provide for the paying of remuneration to members of Municipal Council under authority of the Municipal Act, R.S.O. 2001, c.45, as amended.

2. SCOPE

This policy applies to all Township of Sables-Spanish Rivers members of Council. The amounts payable under this policy shall be subject to review during the annual budget deliberations.

3. ADMINISTRATION

The Treasurer will administer this policy in consultation with the Clerk-Administrator and Council.

4. ANNUAL REMUNERATION

The annual remuneration for members of Council shall be established in the base year of 2025 as follows:

Mayor (Head of Council) - \$14,520

Councillor - \$8,580

Annual remuneration for each member of Council will be divided by four and paid in four (4) equal quarterly installments. Payments will be made through the Township of Sables-Spanish Rivers payroll software and will be subject to all applicable federal and provincial regulations regarding such payments.

Members of Council will be responsible for keeping track of their meeting attendance and submitting the meeting attendance sheets, attached hereto as Appendix I, to the Treasurer by the first week of December.

5. ANNUAL MILEAGE ALLOWANCE

The annual mileage allowance for members of Council is hereby established for 2025 at \$1500.00. The allowance is for attending Council meetings and any other such meetings held within the Township of Sables-Spanish Rivers municipal boundaries. The annual mileage allowance shall be divided by four and paid in four (4) equal quarterly installments.

6. ISSUANCE OF ELECTRONIC DEVICES

Members of Council will each receive one municipally owned laptop and required software to use for the entirety of their Term of Office (4 years), following the Municipal Election, in order to conduct Council duties; Administration will make provision in the municipal budget for these expenses.

Administration will provide support for the electronic devices and software assigned to members of Council.

Members of Council must at the end of their Term (or upon resignation, removal or non-re-election) return all electronic devices and software to the Clerk-Administrator.

7. EXPENSES REIMBURSEMENT

When on municipal business authorized by Council, members of Council shall be entitled to reimbursement of expenses incurred in the course of performing their duties. All expenses must be substantiated with appropriate documentation, and reimbursements will be made in accordance with the following provisions:

a. Accommodation

Reimbursement for overnight accommodation will be based on the actual expenses incurred.

b. Meals

Reimbursement for meals will be based on the actual expenses incurred, excluding alcoholic beverages.

• Group Meals

Meals must be for the purpose of municipal business, including Council members, municipal staff, or external guests. These meals must directly relate to municipal duties, such as meetings, recruitment, or dinners with community stakeholders, and must be pre-approved by the Mayor or Council. Non-reimbursable items: Alcoholic beverages and gratuities above 15% will not be reimbursed.

Documentation: Itemized receipts and a list of attendees must accompany all claims for group meal expenses.

c. Mileage

Reimbursement for mileage will align with the current provincial rate set by the Canada Revenue Agency (CRA). Any updates to the CRA's mileage rate will automatically apply to this policy.

Mileage will be reimbursed for travel outside of the Township of Sables-Spanish Rivers municipal boundaries, commencing from the location of the municipal office. Mileage claims must specify the event, location, and total kilometers traveled.

Appendix III serves as a guide for recording the distances traveled to commonly visited locations.

d. Registration Fees

Registrations for conferences, workshops, and other professional development activities will be managed by the Clerk-Administrator. In the event that the Clerk-Administrator is unavailable to handle the registration, the following procedures will apply:

Reimbursement will be made for the actual cost incurred.

Receipts must be provided for registration fee reimbursements.

Registration fees for out-of-town events or conferences should be pre-approved by Council to ensure alignment with budgetary limits and Council priorities.

e. Miscellaneous Expenses

Members of Council may also be reimbursed for miscellaneous expenses directly related to municipal business, such as parking fees, tolls, and public transportation costs.

Receipts for all miscellaneous expenses must be submitted.

f. Reimbursement Process

All claims for reimbursement must be submitted to the Treasurer on the Record of Expense Report, attached hereto as Appendix II, and must include all original receipts.

Claims should be submitted within 30 days of the incurred expense, unless a longer period is pre-approved by the Clerk-Administrator or Treasurer.

Claims will be processed by the Treasurer in consultation with the Clerk-Administrator, and payments will be made according to the Township's regular payment schedule.

Members of Council who receive compensation from other boards or committees shall not be eligible for additional remuneration from the municipality.

8. CONFERENCE/WORKSHOP COMPENSATION

Members of Council who attend conferences or workshops on behalf of the municipality are entitled to compensation for their time spent attending the event. The compensation is provided as follows:

- a. Full-Day Conference/Workshop
Compensation Amount: \$100 per full day of conference or workshop attendance. A full day is defined as any event lasting more than 4 hours.
- b. Half-Day Conference/Workshop
Compensation Amount: \$50 per half-day of conference or workshop attendance. A half-day is defined as any event lasting 4 hours or less.
- c. Claim Process
Members of Council requesting compensation for attending a conference or workshop must submit the amount requested on the Record of Expenses (Appendix II).
Supporting Documentation: Copies of the conference or workshop agenda, registration details, and proof of attendance must be attached to the claim for verification. A verbal or written report regarding the event shall be provided to Council by the attendee.

9. REMUNERATION TERMS FOR RESIGNED, REMOVED, OR NON-RE-ELECTED COUNCIL MEMBERS

a. Resignation

Effective Date: A member who resigns must submit a written resignation with the effective date.

Final Payment: The Council member will receive remuneration up to the resignation date. Any outstanding honourariums or expenses will be processed and paid in the final payroll cycle.

Expense Claims: Expenses must be submitted within 30 days of resignation for reimbursement.

b. Removal from Office

Effective Date: If a Council member is removed from office due to misconduct or other causes, their remuneration is cut off at the removal date.

Final Payment: The Council member will receive compensation for time worked up to the removal date. Any outstanding honourariums or expenses will be processed and paid in the final payroll cycle.

Expense Claims: Any outstanding expenses must be submitted within 30 days of removal.

c. Non-Re-election

Effective Date: A Council member who does not seek re-election or is not re-elected will continue to receive full remuneration until the end of the term.

Final Payment: All remuneration and expenses claims will be paid through the final meeting or event attended before the new Council is sworn in.

Expense Claims: Final expense claims must be submitted within 30 days of the end of the term.

d. General Provisions

No Severance: Council members are not entitled to severance or additional exit payments unless specified in a contract or by law.

Return of Township Property: Any member resigning, being removed, or not re-elected must return all Township property (e.g., keys, equipment) within 7 days of the resignation or removal date.

10. ANNUAL REPORTING REQUIREMENTS

In accordance with the Municipal Act, R.S.O. 2001, c.45, as amended, the municipality will disclose the total remuneration and expenses paid to each member of Council on an annual basis. This report will include, but is not limited to, the following:

Remuneration: The salary or honourarium paid to each council member.

Expenses: Reimbursements for travel, accommodation, meals, and any other expenditure incurred in the course of performing official duties.

The total remuneration and expenses for each council member will be publicly accessible and available through the municipality's official channels.

COUNCIL MEMBER: _____

[illegible]

Appendix II

RECORD OF EXPENSES

NAME: _____

[illegible]

SIGNATURE: _____

Appendix III

Approximate Mileages

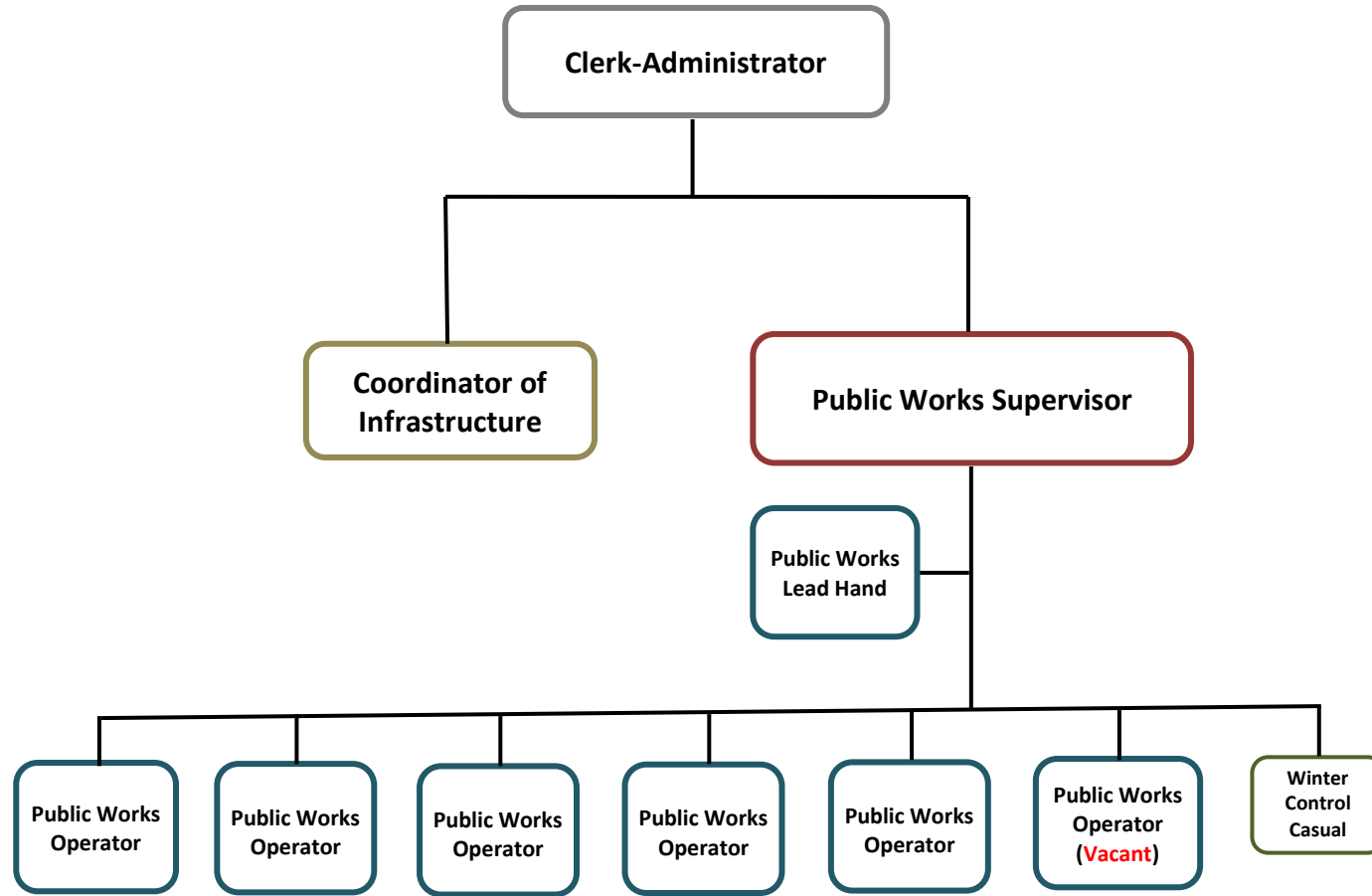
START LOCATION - Township of Sables-Spanish Rivers municipal office

<u>END LOCATION</u>	<u>KILOMETRES</u>
City of Sault Ste. Marie	215
Town of Spanish	23
Town of Espanola	30
Town of Baldwin	26
Township of Nairn-Hyman	42
City of Greater Sudbury	100
City of North Bay	225
City of Timmins	370
City of Toronto	475



Sables-Spanish Rivers

Public Works and Operations - Proposed



The Township of Sables-Spanish Rivers

POSITION DESCRIPTION

POSITION TITLE: Public Works Lead Hand

REPORTING RELATIONSHIP:

Reports to the Public Works Supervisor

SCOPE OF POSITION:

The role of the Lead Hand is to assist the Supervisor of Public Works as required and to assume responsibility for oversight of operations in the absence of the Supervisor.

1. Responsibilities:

- Operation of heavy equipment including but not limited to motor grader, backhoe, loader, snow plow, tandem trucks, and other equipment as required;
- Perform maintenance and minor repairs on equipment;
- Maintain concise records of work activities as required;
- Maintain road and road-side infrastructure in urban and rural areas within the Township Boundaries;
- Perform winter roads maintenance during the winter control season;
- Perform minor building repairs;
- Repairs and maintenance to municipal drains and storm water management systems as required;
- Attain and / or maintain Class 1 Water Distribution Certification.
- Work in a safe manner and follow all Health and Safety requirements;
- Maintain leadership and communication skills, including the ability to manage material, people, to control budgets, the ability to analyze data, and provide advice
- Maintain a high level of managerial, mechanical, and technical skills acquired through training and municipal experience, to direct a Township public works department that includes both urban and rural infrastructure;
- Respond quickly and decisively in emergency situations;
- Maintain a good understanding of municipal maintenance policies, Minimum Maintenance Standards, and other relevant legislation;
- Exercise good judgement;
- Maintain a strong work ethic;
- Maintain a clean work environment;
- Other duties as assigned:

2. Administration:

- May be required to attend meetings with or on behalf of the Supervisor, as needed.

3. Performance:

- Supervises the Public Works crew to ensure the safety, aesthetics and functionality of Township roads, streets and sidewalks in accordance with the Township practices or policies;
- Manages the maintenance and repair of Township vehicles and Public Works equipment to eliminate breakdowns and safety hazards complying with operation manuals and sensible maintenance standards;
- Ensures high standard of cleanliness of public works facilities;
- Assists with the management of the inventory of equipment, supplies and material required for the maintenance and construction programs and ensures that adequate supplies are on hand to meet Township requirements;
- Provides information and advice to the Manager;
- Responsible for identifying potential problems and making necessary repairs before they become safety hazards or cause inconvenience to the public;
- May assist with the supervision of the work of outside contractors and trades people on special occasions and repair projects.

4. Other Responsibilities:

- Perform duties to assist other Public Works employees with their responsibilities as required;
- Maintains confidentiality of all Township matters;
- Conducts oneself in a professional manner at all times when representing the Township;

5. Working Conditions:

- Normal work week is 40 hours with requirement to attend evening meetings as necessary;
- Work is subject to physical hazards and is carried out in all types of weather conditions;
- Work is conducted in varied environmental and worksite conditions;
- Scheduling may result in flexible work hours accommodating various municipal demands.

6. Working Relationships:

- With Council (maintains harmonious relations with Council)
- With Staff (maintain harmonious relations with all municipal staff)
- With the Public: (responds to complaints, concerns and other feedback; maintains tactful relations; explains public works operations)

7. Supervision:

- Is responsible for supervising Public Works crew.



Township of Sables-Spanish Rivers

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

AGENDA / REPORT

Wednesday, February 5th, 2025, at 6:30 p.m.
in Council Chambers

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

Absent:

Meeting Called to Order by the Chair at 18:29

DELEGATIONS – Chris Lachance – Sudbury Trappers Association

- *The Committee heard a presentation regarding recommended best practices regarding the development of an effective nuisance beaver management program.*
- *Committee recommended that the Supervisor of Public Works meet with Mr. Lachance to determine best next steps for the Township.*

A. ROADS

- Residential Service and Property Restoration Policy – Draft for review, discussion, and direction.
 - *The Committee reviewed the draft policy which is designed to establish the responsibilities assumed by the Municipality regarding restoration of municipal road allowances abutting residential properties. The policy draft further identifies the line of delineation of responsibility for sanitary and water service lines.*
 - *The Committee asked that clarification on the timing of asphalt be added to ensure that work was done in coordination with other paving projects.*
 - *The Policy was approved at the Committee level and directed to Council for review.*
- Seasonal and Cottage Road Policy – Draft for review, discussion, and direction.
- Bass Point Rd Maintenance Report.
 - *The Policy and Report were discussed at length. Staff was instructed to inspect Bass Point Rd. following the spring thaw and return to Committee for further discussion.*

B. EQUIPMENT

- GovDeals Auction Outcomes:
 - 2011 International – 5,000.⁰⁰
 - 2004 International - \$5,520.⁰⁰
 - 1992 Pierce Tilt Cab Pumper - \$4,300.⁰⁰

- Verbal report re: Case Wheel Loader transmission failure
 - *The Supervisor of Public Works advised Committee that the Case Loader transmission is failing. The unit is limited to 2nd gear and reverse. Committee suggested that a full rebuild on equipment in poor condition would not be well advised. Some basic troubleshooting and investigation into the cause of the failure will be undertaken. In the interim, the Supervisor of Public Works will be working to secure contracted services for snow removal in Massey as required.*
 - *Staff suggested that as the loader is on the 2026 Capital Plan for replacement, and is operationally critical, Committee and Council may be asked to consider pre-budget approval for the purchase of a new unit. This would be done later in the year and would be necessary to ensure that the Township has a loader for the 2026 winter season.*

C. WATER/WASTEWATER

- December 2024 OCWA Contract Management Meeting minutes
 - *Report was received.*
- January 2025 OCWA Contract Management Meeting minutes
 - *The report was received.*
 - *The Committee was informed that OCWA is undergoing trials with a comparable, and less expensive treatment chemical to help reduce overall operating costs. Results to date have been exceptionally good.*
- Frozen Water Service Policy – Draft for review, discussion, and direction.
 - *The Committee reviewed the draft policy surrounding municipal response to frozen water services at residential and private properties. The policy draft helps to provide clarity to property owners as to responsibility as well as to outline the limits of assistance offered by the Township.*
 - *The Policy was approved at the Committee level and directed to Council for review.*

D. WASTE MANAGEMENT

- Waste Management Policy – Draft for review, discussion, and direction.
 - *The Committee reviewed a draft Waste Management Policy. The policy outlines and identifies the level of services provided by the Township and provides clarification of requirements associated with waste management for residents.*
 - *The Policy was approved at the Committee level and directed to Council for review.*
- GFL Contract Draft – Draft for review, discussion, and direction.
 - *A draft contract between GFL and the Township for landfill compaction and cover services was reviewed. The draft has been reviewed by GFL and TSSR.*
 - *The Committee was in agreement with the terms and conditions of the draft contract and instructed that it be forwarded to Council for review.*

E. BUILDING MAINTENANCE

- Draft RFP for Municipal General Contractor – Draft for review, discussion, and direction.
 - *Committee reviewed a draft RFP seeking bids for a general contractor for municipal construction work. It was agreed that this is essential and directed Staff to proceed*

with the RFP.

- *Results of the RFP and a recommendation will be forwarded to Council for consideration.*

F. OTHER:

- OGRA Registration.
 - *Committee recommended sending one Councilor and one Staff member to OGRA.*
 - *Councilor Crabs and Dave Moncion both volunteered to represent TSSR this year.*

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

- Meeting adjourned by the Chair at 21:05 -

Recommendations to Council arising from the Public Works Committee


BE IT RESOLVED THAT the Public Works Committee Meeting Report of February 5th, 2025 be accepted;

BE IT RESOLVED THAT on the recommendation of the Public Works Committee, Council adopt the Residential Service and Property Restoration Policy

BE IT RESOLVED THAT on the recommendation of the Public Works Committee, Council adopt the Frozen Water Service Policy

BE IT RESOLVED THAT on the recommendation of the Public Works Committee, Council adopt the Waste Management Policy

BE IT RESOLVED THAT on the recommendation of the Public Works Committee, Council enter into a contract between GFL and the Township of Sables-Spanish Rivers for compaction and cover services.

	TOWNSHIP OF SABLES-SPANISH RIVERS	
	Document Title -	Residential Service and Property Restoration Policy
	Department -	Public Works and Infrastructure
	Date Authored -	7 January, 2025
	Approval Level -	The Council of Township of Sables-Spanish Rivers
	Date of Approval -	
	Revision Date -	
	Bylaw No. -	

POLICY STATEMENT:

The intent of this policy is to establish financial responsibility for the performance of all work necessary to maintain sanitary sewer lines (laterals) and water supply lines in good working order. This Policy pertains to:

- a) Sanitary sewer laterals between the main sanitary line and the residence or structure being serviced. This lateral may, at the discretion of the municipality, be considered in two distinct parts, being the length of pipe between the sanitary main and the property line, and, the lateral between the property line and the structure.
- b) Residential supply line (water service) between the water main and the curbstop at the property line.

LEGISLATIVE AUTHORITY:

Municipal Act R.S.O. 2001, S.O. 2001 Section 8 (1) The powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality’s ability to respond to municipal issues.

Scope of powers

(3) Without limiting the generality of subsections (1) and (2), a by-law under sections 10 respecting a matter may,

- (a) regulate or prohibit respecting the matter;
- (b) require persons to do things respecting the matter;

POLICY:


1. The **property owner** will be responsible to locate and establish the cause of any blockage in the line between the residence and the sanitary main line.
2. The **property owner** will be responsible for the clearing and removal of all material causing blockage between the residence and the main sanitary line.
3. The **property owner** will be responsible for all the work required on their property to repair or correct any structural or design deficiencies in the line between the structure and the property line.
4. The **municipality** will be responsible for work required to correct structural or design deficiencies in the residential lateral line between the property line and the sanitary main line.
5. The **municipality** will be responsible for work required to restore water service due to deficiencies in the residential supply line between the water main and the curbstop.
6. The **municipality** will not troubleshoot or perform any work on privately owned property. Work within the road allowance up to the property line **may** be performed by municipal forces or contracted service providers. Property owners are not permitted to perform work on municipal property without express written authorization by the municipal staff (Supervisor of Public Works or designate).
7. The **municipality** will be responsible for restoration of municipally owned property to a finished standard not exceeding replacement of lawn using topsoil

and seed, replacement of sidewalks, and replacement of existing asphalt. Interlocking brick and other specialty surfaces will be the responsibility of the property owner. Restoration of asphalt will be scheduled by the municipality to coincide with other municipal paving projects. The municipality will not be responsible for restitution of improvements to municipal property undertaken and completed by adjacent property owners.

8. Property owners informing the municipality of the inability of the sewer lateral servicing their property to drain will be advised to contact a plumber. Should the plumber's report identify that the inability of the lateral to drain was a result of a structural or design deficiency in the line between the property line and the sanitary main, the property owner **may** be reimbursed for the services of the plumber once the report has been reviewed by municipal staff (Supervisor of Public Works or designate).
9. The **municipality**, at its discretion may use closed circuit camera equipment to determine deficiencies in the line. Costs will be applied according to Section 3 or 4 as applicable.

BYLAWS OR POLICIES REPEALED:

Not applicable.

	<u>TOWNSHIP OF SABLES-SPANISH RIVERS</u>	
	Document Title -	Frozen Water Service Policy
	Department -	Public Works and Infrastructure
	Date Authored -	8 January, 2025
	Approval Level -	The Council of Township of Sables-Spanish Rivers
	Date of Approval -	
	Revision Date -	
	Bylaw No. -	

POLICY STATEMENT:

The intent of this policy is to establish municipal obligation and financial responsibility for the performance of all work necessary address frozen water supply lines for Residential and Commercial structures within the Town of Massey.

LEGISLATIVE AUTHORITY:

Municipal Act R.S.O. 2001, S.O. 2001 Section 8 (1) The powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality’s ability to respond to municipal issues.

Scope of powers

(3) Without limiting the generality of subsections (1) and (2), a by-law under sections 10 respecting a matter may,

- (a) regulate or prohibit respecting the matter;
- (b) require persons to do things respecting the matter;

POLICY:

Upon notification of a Frozen Water Supply Service, the following will apply:

1. The Township of Sables-Spanish Rivers Public Works Department will locate and verify the operation of the curbstop. Upon verification of operation, the curbstop will be left in the open position;
2. The property owner will be instructed to request permission to cross connect the water supply with the nearest practical location. No property owner is compelled to agree to the connection under this by-law;
3. The Township will install NSF-61 certified hose, in a non-intrusive manner where possible, between the donor location and the location with the frozen service. The cross connected home owner may incur charges or additional fees to cover materials necessary to complete the cross connection. No charges will be applied against the residence providing the water supply;
4. The Public Health Unit will be notified of the cross connected service by the Township of Sables-Spanish Rivers. The Health Unit may require a boil water advisory to be issued for the residence being supplied;
5. The home owner being supplied service via the cross connection will be instructed to run their water using a flow equal to approximately one liter per minute until such time as the frost has left the ground and service has been restored;
6. No financial benefit shall be realized by any party involved, including the owner of the location with the frozen service, or the donor residence;
7. Once service is restored, the home owner is to notify the Public Works Department. Upon notification of service restoration, two consecutive bacteriological samples will be taken before the advisory is lifted;
8. All materials used in the cross connection remain the property of the Township of Sables-Spanish Rivers and are to be returned in functional condition once the service is restored;
9. The municipality assumes no responsibility for the ongoing operation or maintenance of the cross connections. Failure by the property owner to run the water supply per instruction in this policy will result in further freezing of the

cross connection. Restoration of the supply will be charged time and material by the Township;


10. Municipal personnel will not perform any work inside any facility, either commercial or residential. Work required within buildings will be the responsibility of the property owner;

In the event that the owner of the property with a frozen service elects to take measures to remediate the situation, the following procedures shall apply;

1. The homeowner may elect to secure the services of an outside contractor to attempt repairs to their system.
2. Use of electrical current generating devices are strictly prohibited as the potential for damage to components in the distribution system or neighboring locations exists;
3. Contractors are not permitted to perform work beyond the curbside without express permission from the Coordinator of Infrastructure. Authorization to work beyond the curbside will only be considered in instances where licensed distribution workers using NSF certified, fully disinfected equipment are utilized and a guarantee that the infrastructure will not be harmed is presented.
4. The Township of Sables-Spanish Rivers will not be responsible for any costs incurred, regardless of the location of the ice obstruction.

BYLAWS OR POLICIES REPEALED:

Not applicable.

	TOWNSHIP OF SABLES-SPANISH RIVERS	
	Document Title -	Waste Management Policy
	Department -	Public Works and Infrastructure
	Date Authored -	9 January, 2025
	Approval Level -	The Council of Township of Sables-Spanish Rivers
	Date of Approval -	
	Revision Date -	
	Bylaw No. -	

POLICY STATEMENT:

This policy establishes a system for the collection, removal, and disposal of garbage and other refuse including recycled materials. The policy provides mechanisms to encourage environmental stewardship with regard to waste management practices within the Township of Sables-Spanish Rivers. Aspects of this policy have been introduced to maximize usable capacity of the Tennyson Landfill site.

LEGISLATIVE AUTHORITY:

Municipal Act R.S.O. 2001, S.O. 2001 Section 11 - **By-laws re: matters within spheres of jurisdiction** (3) A lower-tier municipality and an upper-tier municipality may pass by-laws, subject to the rules set out in subsection (4), respecting matters within the following spheres of jurisdiction:

(3) Waste management.

POLICY:

Curbside Collection - Garbage:

- 1) The Township of Sables-Spanish Rivers will enter into a contract for the collection of curbside waste in accordance with the Municipal Procurement Policies and Procedures Bylaw as amended from time to time.
- 2) The Schedule for curbside pickup will be established through negotiation with the curbside collection operator of record. Schedules will be posted and advertised through the Township website, social media and the semi-annual Township news letters.
- 3) The following standards for curbside waste disposal have been established:
 - Two bags per week are permitted per registered residential location. Formally established multi-residential locations are permitted two bags per individual residence. Bag weight must not exceed a maximum of 40lbs / 18kg,
 - If extra bags are required for non-recyclable medical waste resulting from a medical circumstance, application can be made at the Municipal office for up to two additional bag tags per week.
 - Additional bags are permitted with the purchase of bag tags which are available at the Township Office and are priced per Schedule ‘C’ of Fees and Rates By-law No. 2024-55, as amended. Bag Tags must be intact and affixed to the knotted area of the bag.
 - Bags are to be placed by 7am on the day of collection. Empty waste receptacles must be removed from curbside no later than 4:30 pm on the day of collection.
 - No bags or receptacles are permitted to be left curbside overnight.
- 4) The Township will not collect any quantity or type of waste material from Commercial, Industrial and/or Institutional premises except for a combined total of not more than eight (8) bags or cans of household type wastes.
- 5) The following materials will not be collected through curbside collection by the Township:
 - Liquid waste and pathogenic wastes from hospitals.
 - Human or animal waste.
 - Any material which has become frozen to the receptacle and cannot be removed by shaking.

- Industrial or trade waste including any abandoned, condemned or rejected product, or waste material, builders' and contractors refuse, and the stock of any wholesale or retail merchant.
 - Discarded truck and automobile parts and accessories from automotive service stations or similar automotive establishments or any other premises, apartment buildings or townhouse complexes.
 - Discarded furniture or appliances
 - Hot ashes or any waste materials capable of starting fires.
 - Explosive or highly combustible materials.
 - Sod, earth, brick, stone, building material or building rubbish
 - Carcasses or parts thereof of any animal, domestic or otherwise. (with the exception of Bonafide kitchen waste).
- 6) Material set out for collection shall normally be placed as close as possible to the edge of the roadway, without obstructing the roadway, sidewalk or footpath.

Curbside Collection - Recycling:

- 1) The Township of Sables-Spanish Rivers will enter into a contract for the collection of curbside recycled material in accordance with the Municipal Procurement Policies and Procedures Bylaw as amended from time to time.
- 2) The Schedule for curbside pickup will be established through negotiation with the curbside collection operator of record. Schedules will be posted and advertised through the Township website, social media and the semi-annual Township news letters.
- 3) The Township will not collect any quantity or type of recycled material from Commercial, Industrial and/or Institutional premises.
- 4) Blue box materials must be placed curbside by no later than 7am on the day of collection. Empty waste receptacles must be removed from curbside no later than 4:30 pm on the day of collection.
- 5) Materials may be placed curbside in a blue bin, clear plastic bag, or any open receptacle that can be readily emptied.
- 6) New residents will be given one (1) new blue box at no charge upon request at the Township Office.
- 7) Recycled material collection follows an alternating weekly schedule between fiber material (paper and cardboard) and commingle (cans/plastics/glass).
- 8) Recycling schedule as well as details surrounding material that is considered recyclable is available through the contractor of record and at the Township Website.

Seasonal Road Service:

Curbside collection services are not provided at any time for seasonal roads. Waste transfer sites and the Tennyson Landfill site are to be utilized by property owners on seasonally serviced roads.

Transfer Sites:

- 1) Transfer sites have been established at the following locations:
 - Beach Road
 - Sugar Lake Road
 - Watson Road
 - Steinke Lake Road
 - Webbwood Landfill Site
- 2) Beach Road Transfer site is picked up weekly on a year-round basis.
- 3) Sugar Lake Road, Watson Road, and Cutler Lake Road transfer sites utilize a secure bin system to collect waste materials. These transfer sites require a key for access by key holding residents. New residents to the area requiring a key are to make the request in person at the Town Office. The sites are picked up weekly from the week of the Victoria Day long weekend until Thanksgiving Day long weekend. Pickup frequency is reduced to every second week for the duration of the off-season.
- 4) Webbwood Transfer Site is staffed each Sunday by the contracted landfill operator. An access card is provided to all residences who are authorized to utilize this site. No waste material may be deposited at this site without presenting the access punch card.

Tennyson Landfill Site:

- 1) The Tennyson Landfill Site, operated under ECA No. A7141001 and is the approved operational landfill site for the Township. The site is open to the public every Saturday from 10:00am to 2:00pm.
- 2) Access and use of the site is strictly limited to residents of the Township of Sables-Spanish Rivers. Proof of Residency is required prior to deposition of materials at the site;
- 3) Fees for use of the site are established under Municipal Fees and Charges Bylaw No. 2024-55 as amended from time to time;
- 4) The site is operated by a Contracted Landfill Operator charged with the following duties and responsibilities:
 - Verifying and ensuring site security;
 - Accessing incoming waste streams, applying, and collecting appropriate fees;
 - Confirmation of Residency;
 - Instructing users regarding proper location for offloading of various materials;
- 5) Discharge of firearms and/or harvesting of wildlife within the boundaries of the Tennyson Landfill Site is strictly prohibited.
- 6) Entry onto landfill property outside of the identified operating hours without express authorization by municipal staff constitutes trespassing and will be subject to prosecution to the fullest extent of the law.

PENALTIES:

- 1) The dumping or disposal of material in any manner or location other than identified in this Bylaw or in Municipal Illegal Dumping Bylaw 2021-25 is strictly prohibited.
- 2) The By-law Enforcement Officer is hereby authorized and empowered to enforce the provisions of this By-law.
- 3) The provisions of this By-law shall not relieve any person from compliance with any provisions of the Environmental Protection Act, Public Health Act, or any other applicable Act or Regulation.

BYLAWS OR POLICIES REPEALED:

Not Applicable.



Cover and Compaction Agreement GFL Environmental Inc.

Introduction

This contract is an agreement between GFL (The Contractor) and the Township of Sables-Spanish Rivers (The Township) for the compaction and cover of waste deposited at the Tennyson Landfill site in the Township of Sables-Spanish Rivers pursuant to the requirements identified in ECA No. A7141001.

Description of Services

The Tennyson Landfill Site ECA requires all waste streams permanently landfilled at the site to be compacted and covered following deposit at the site. This agreement requires the contractor to supply the necessary personnel and equipment required to perform the duties indicated. All work must be done in compliance with the requirements of the site ECA.

The Environmental Compliance Approval and associated documents are appended to this agreement and also form part of this agreement.

Term of Contract:

This contract shall be in effect from January 1st, 2025 to April 30th, 2029.

Renewal of this agreement requires written mutual consent by both the Contractor and the Township of Sables-Spanish Rivers. Any change to the existing terms will be negotiated between the Contractor and Township of Sables-Spanish Rivers staff. Changes will only be accepted upon Resolution of Council. Council reserves the right to accept or reject a renewal contract for any reason.

Subsequent contracts shall be negotiated in conjunction with the negotiation for Curbside and Overhead waste collection services.

General Specifications - Equipment:

Prior to entering into the contract, all landfill compaction and cover equipment identified herein shall be made available for inspection by, and approval of, the Coordinator of Infrastructure or designate not later than two (2) weeks after being notified by the Municipality.

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

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

If the Contractor's equipment becomes inoperable due to mechanical failure or otherwise, at any time during the contract, the Contractor will be responsible for all costs that the Municipality must incur in order to have the service provided in a timely manner. Substitution of equipment is acceptable only with consent of the Coordinator of Infrastructure or designate.

All equipment must be capable of performing the required functions in all operating conditions.

Landfill Compactor-

- Compacting equipment shall be in good operating condition, and equipped with cleated steel compaction wheels.
- Compactor shall be equipped with a rotating amber flashing light mounted on top of cab and a back-up alarm.
- The brakes, steering systems and related parts must not be altered, changed or modified from original manufactured state.

Loader-

- The Contractor shall supply an articulating loader with a minimum 2.5 yd. capacity bucket.
- Loader shall be equipped with a rotating amber light mounted on top of cab in addition to a back-up alarm.
- The brakes, steering systems and related parts must not be altered, changed or modified from original manufactured state.

Scope of Services:

The scope of services to be provided includes:

Curbside Waste Stream Maintenance

- Level, compact, and cover incoming waste streams from curbside and overhead waste streams on Thursday of each week;
- Compaction to achieve a target density of 500 lbs/yd³ – 600 lbs/yd³
- Material to be spread between a minimum 1' depth to a maximum of 2.5' prior to compaction;
- A minimum of five (5) passes of the compactor is required **after** spreading of waste, ensuring that ALL waste has been compacted.
- Contour all slopes between limit of fill and top of cell at maximum 4:1 slope;
- Cover all compacted waste at time of compaction with locally sourced cover material in accordance with site ECA No. A7141001;
- Stockpiling of cover materials as required;

Public Site Access Waste Stream Maintenance

- Level, contour, compact, and cover waste material deposited by the general public and contractors following the landfill open hours as soon as practicable (no later than end of next business day).
- Compaction to achieve a target density of 500 lbs/yd³ – 600 lbs/yd³
- Contour all slopes between limit of fill and top of cell at maximum 4:1 slope;
- Compacting on slopes to be completed at 45-degree angles. Sideways compaction to be avoided, if possible, to provide even weight distribution.
- Cover all compacted waste at time of compaction with locally sourced cover material in accordance with site ECA No. A7141001;
- Stockpiling of cover materials as required.

Occupational Health and Safety:

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

Accessibility:

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

Insurance:

The successful contractor will carry liability insurance in the amount of not less than \$5,000,000.00 naming the Township as additional insured parties. Proof of liability insurance as well as a WSIB clearance certificate will be required upon award of the contract and prior to commencing any work.

Payment:

There will be no progress payments associated with this project. Fee for services indicated will be \$880.⁰⁰ / week, invoiced monthly.

Fee structure is as follows:

- Curbside waste stream management (Thursday operations) - \$440.⁰⁰ / week
- Public Site Access Waste Stream Maintenance (Monday operations) - \$440.⁰⁰ / week

Payment shall be net 30 days following receipt of invoice.

Change in Circumstance:

In the event that there is a change in circumstances or condition that is not covered under the Scope of Services of this Agreement, such as a change in applicable law resulting in a change in the scope of services required (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:

- details of the Change in Circumstance;
- details of the inadequacy of this Agreement; and
- a proposal for an amending agreement to remedy the Change in Circumstance.

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 affected as of the date of the Change.

SCHEDULE A – AGREEMENT FORM

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

All fields must be completed by Proponent.

Contractors Authorized Signing Authority: _____
(Print Full Name and Title)

Signature: _____ Dated: _____

Mailing Address: _____

Email: _____

Phone: _____ Mobile: _____ Fax: _____

Accepted on Behalf of the Municipality

Mayor: _____

Clerk: _____ Date: _____

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 №: Three (3) - Release of Lien Holdback	Project №: 221-11961-00
Date: February 3, 2025	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	\$ -
Less: 3% Maintenance Holdback	-\$ 9,985.84
Total Net to Date	\$ 322,875.38

Net Amount of Previous Payments:	\$ 289,589.26
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Net Amount of This Payment:	\$ 33,286.12
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PVAT @	8%		\$ 2,662.89
GST @	5%		\$ 1,664.31
HST @	13%		\$ 4,327.20

AMOUNT OF THIS RECOMMENDATION	\$ 37,613.32
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WSP Canada Inc.



Johnny Barrette - WSP

cc:

Bob Dowson, A vanEgmond Construcion (2005) Ltd.

Dave Spacek, P.Eng - WSP

WSP

Recommendation for Payment

Project: Massey Medial Center - Insulation

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 №:	One (1) (Final Invoice)	Project №:	221-11961-00
Date:	February 4, 2025	Payment to:	November 30, 2024
Contractor:	Furoy's Insulation Ltd.		
Address:	2192-2 Poole Court Val Caron, ON P3N 1B2		
Attention:	Mark Furoy, Furoy's Insulation		

Total Amount of Contract (Tendered - Excluding HST):	\$	7,663.75
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Total Value of Work To Date:	\$	7,163.75
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Net Amount of Previous Payments:	\$	-
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Net Amount of This Payment:	\$	7,163.75
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PVAT @	8%	\$	573.10
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GST @	5%	\$	358.19
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HST @	13%	\$	931.29
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AMOUNT OF THIS RECOMMENDATION	\$	8,095.04
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WSP Canada Inc.



Johnny Barrette - WSP

cc:

Dave Spacek, P.Eng - WSP

Mayor Kevin Burke, councillors and clerk administrator Anne Whalen

January 28-2025

First, I would like to wish you all the best for 2025 and for what you do and how you represent it for us.

I don't expect the TSSR will ever have the landfill site open on a daily basis like most ones do, but why can't council consider opening it to the contractors and public at least one day a week during the week, example 8:00-4:30 every Wednesday? This would probably next to eliminate the bother of the TSSR and contractors wasting time and trying to make connections.

I have been forced on more than one occasion to dump the dump trailer(because the trailer was needed) and then reload it, because we couldn't make connections.

Also, I would like to know what your payment options will be? Will there be a means of payment by Visa/ debit on site or is the Twsp offering to open accounts for us?

Who is qualified to determine the cubic meters of waste?

Another option is that we (the contractors) stop offering these services to our clients making it their responsibility for all waste materials. Can you even imagine the problems that this would cause?

Please give the above your careful consideration as I believe that there is enough burden on our shoulders without additional costs.

Thank you,
Best regards,



Roger Pichette
Business owner and tax payer.



UNAPPROVED MINUTES – FIRST MEETING
BOARD OF HEALTH
PUBLIC HEALTH SUDBURY & DISTRICTS
BOARDROOM, SECOND FLOOR
THURSDAY, JANUARY 16, 2025 – 1:30 P.M.

BOARD MEMBERS PRESENT

Ryan Anderson
Robert Barclay
Michel Brabant
Renée Carrier

Guy Despatie
René Lapierre
Ken Noland
Mike Parent

Mark Signoretti
Natalie Tessier

BOARD MEMBERS REGRET

Abdullah Masood

STAFF MEMBERS PRESENT

Kathy Dokis
Stacey Gilbeau
Emily Groot

M. Mustafa Hirji
Sandra Laclé
Stacey Laforest

Jamie Lamothe
Rachel Quesnel

R. QUESNEL PRESIDING

1. CALL TO ORDER AND TERRITORIAL ACKNOWLEDGMENT

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

- Letter from René Lapierre dated January 3, 2025, re: resignation from the Board of Health for Public Health Sudbury & Districts
- Email from Pauline Fortin dated December 17, 2024, re: resignation from the Board of Health for Public Health Sudbury & Districts
- Thank you letter to Pauline Fortin from the Board of Health Chair dated January 8, 2025

City of Greater Sudbury appointee, Pauline Fortin, resigned from the Board of Health effective December 31, 2024. Thanks was extended for her participation and contributions on the Board since April 2024. A letter of thanks has been sent from the Board Chair on behalf of the Board of Health. The City of Greater Sudbury has not yet filled the vacancy.

Also, Rene Lapierre has announced that he will be resigning from the Board of Health effective following the February 20, 2025, Board meeting.

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. ELECTION OF OFFICERS

Following a call for nominations for the position of Chair of the Board of Health, Mark Signoretti was nominated. There being no further nominations, the nomination for the Board of Health Chair for Public Health Sudbury & Districts for 2025 was closed. Mark Signoretti accepted his nomination.

01-25 APPOINTMENT OF CHAIR OF THE BOARD

MOVED BY LAPIERRE – TESSIER: THAT the Board of Health appoints Mark Signoretti as Chair for the year 2025.

CARRIED

MARK SIGNORETTI PRESIDING

Following a call for nominations for the position of Vice-Chair of the Board of Health, Michel Parent was nominated. There being no further nominations, the nomination for Vice-Chair for the Board of Health for 2025 was closed. Michel Parent accepted his nomination.

02-25 APPOINTMENT OF VICE-CHAIR OF THE BOARD

MOVED BY BARCLAY – BRABANT: THAT the Board of Health appoints Michel Parent as Vice-Chair for the year 2025.

CARRIED

Following a call for nominations for three positions of Board Member at Large to the Board Executive Committee, Ken Noland, Michel Brabant, Guy Despatie, Bob Barclay and Natalie Tessier were nominated. The nominations for the Board Executive Committee for the year 2025 was closed. Guy Despatie and Bob Barclay respectfully declined their nomination, and the three other nominees accepted their nominations.

03-25 APPOINTMENT TO BOARD EXECUTIVE COMMITTEE

MOVED BY CARRIER – PARENT: THAT the Board of Health appoints the following individuals to the Board Executive Committee for the year 2025:

- 1. Ken Noland, Board Member at Large**
- 2. Michel Brabant, Board Member at Large**
- 3. Natalie Tessier, Board Member at Large**
- 4. Mark Signoretti, Chair**
- 5. Michel Parent, Vice-chair**
- 6. Medical Officer of Health/Chief Executive Officer**
- 7. Director, Corporate Services**
- 8. Secretary Board of Health**

CARRIED

Following a call for nominations for three positions of Board Member at Large to the Finance Standing Committee of the Board, Michel Parent, Renée Carrier, Robert Barclay and Natalie Tessier were nominated. The nominations for the Finance Standing Committee of the Board of Health for the year 2025 was closed. Robert Barclay declined his nomination, and the three nominees accepted their nominations.

04-25 APPOINTMENT TO FINANCE STANDING COMMITTEE OF THE BOARD

MOVED BY TESSIER – DESPATIE: THAT the Board of Health appoints the following individuals to the Finance Standing Committee of the Board of Health for the year 2025:

- 1. Michel Parent, Board Member at Large**
- 2. Renée Carrier, Board Member at Large**
- 3. Natalie Tessier, Board Member at Large**
- 4. Mark Signoretti, Chair**
- 5. Medical Officer of Health/Chief Executive Officer**
- 6. Director, Corporate Services**
- 7. Secretary Board of Health**

CARRIED

5. DELEGATION/PRESENTATION

i) Highly Pathogenic Avian Influenza

- Jonathan Groulx, Manager, Health Protection Division

It was noted that Power Point slide deck presentations to the Board are currently made available to the public via phsd.ca website. In addition to this, effective January 2025, presentations to the Board of Health will be recorded. The recorded presentation will be posted to Public Health's YouTube channel and the YouTube recording and the Power Point slide deck will be linked on phsd.ca. Starting with today's delegation, board presentations will be recorded and made available to the public.

J. Groulx was introduced and welcomed to present on the emerging issue of highly pathogenic avian influenza. The Board was informed of the Highly Pathogenic Avian Influenza (HPAI), its implications for public health, Public Health Sudbury & Districts local preparedness efforts, as well as the roles of public health and various other partners in responding to this emerging issue.

Local public health agencies are on the front lines of protecting human health during HPAI outbreaks. Their roles span from immediate case and contact management to broader public education efforts. Coordination with other agencies ensures consistent messaging and comprehensive responses. A multi-faceted approach ensures local public health units effectively address both immediate risks and longer-term public health education needs.

Public Health Sudbury & Districts has laid a solid foundation for its HPAI response through careful planning, preparedness initiatives, and active surveillance. This includes participation in provincial meetings, including the Ministry of Health, as well as role mapping and planning to ensure that every team member understands their part in our response framework and connect our local efforts with provincial and national strategies. Internal work such as division-level planning and ongoing surveillance help position Public Health Sudbury & Districts as a proactive and responsive leader in addressing the complexities of HPAI.

Comments and questions entertained relating to limited provincial and federal regulations for monitoring and investigation of backyard chickens and avian influenza risks associated with small game hunting.

Jon Groulx was thanked for the presentation.

6. CONSENT AGENDA

- i) Minutes of Previous Meeting**
 - a. Seventh Meeting – November 21, 2024
- ii) Business Arising from Minutes**
- iii) Report of Standing Committees**
 - a. Board of Health Executive Committee – Unapproved Minutes, December 23, 2024
- iv) Report of the Medical Officer of Health/Chief Executive Officer**
 - a. MOH/CEO Report, January 2025
- v) Correspondence**

- a. Food Insecurity
 - Letter from Peterborough Public Health Board of Health Chair to the Minister of Families, Children and Social Development and the Minister of Health, Government of Canada, dated December 24, 2024
 - Report and infographics from Middlesex-London Health Unit dated December 12, 2024
 - b. Strengthening of Public Health
 - Memorandum from Elizabeth Walker, Executive Lead, Office of the Chief Medical Officer of Health, Public Health dated December 23, 2024
 - c. Perspectives from Northern Ontario for the Public Health Funding Review
(Related motion from Board of Health Public Sudbury & Districts [Motion #49-24](#))
 - Letter from the Municipality of Killarney to the Minister of Health, dated November 20, 2024
- vi) **Items of Information**
- a. Annual Survey Results from 2024 Regular Board of Health Meeting Evaluations
 - b. Annual Meeting Attendance Summary Board of Health for Public Health Sudbury & Districts 2024

Dr. Hirji welcomed Dr. Emily Groot who began on January 6, 2025, as Associate Medical Officer of Health at Public Health Sudbury & Districts (will remain Acting until Ministry appointment is received) and Sandra Laclé who is returning to Public Health Sudbury & Districts as Interim Director of Corporate Services as recruitment for this permanent position is underway. Responses to questions were provided relating to the MOH/CEO report.

05-25 APPROVAL OF CONSENT AGENDA

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

CARRIED

7. NEW BUSINESS

i) **Immunization Registries**

- Briefing Note from the Acting Medical Officer of Health and Chief Executive Officer to the Board of Health Chair dated January 9, 2025
- Letter from Peterborough Public Health Board of Health Chair to the Deputy Minister and Minister of Health, dated November 29, 2024

Dr. Hirji defined an immunization registry as a confidential population-based database that contains information about immunization where vaccination status and records can be

searched. Vaccine preventable diseases are evolving such as measles, polio, and pertussis and vaccination rates are unknown; therefore, an immunization registry could help inform local public health response and better address these emerging diseases. An immunization registry could also help assess whether public campaigns are effective.

Currently, neither Ontario nor Canada has a reliable, complete or timely way to record immunization information for the population. Following SARS, having a national registry was a major recommendation to strengthen public health to improve preparedness and the ability to respond to future public health emergencies. As of 2025, Canada and Ontario continue to have no comprehensive immunization registry. In Ontario, there is a vaccination registry for school-aged children.

Recently, the Ontario Immunization Advisory Committee (OIAC) released a position statement urging the Ontario Ministry of Health to develop and implement a provincial immunization registry. The position statement includes seven recommendations on what is needed in Ontario to implement an immunization registry.

Today's motion seeks the Board of Health's support for the establishment and implementation of an Immunization Registry for Ontario as well as a pan-Canadian immunization registry that would integrate with provincial registries.

Questions were entertained regarding the implementation of an immunization registry and Dr. Hirji shared key challenges that might be encountered for the establishment of a national registry.

06-25 SUPPORT FOR IMMUNIZATION REGISTRIES

MOVED BY BARCLAY – DESPATIE: WHEREAS neither Ontario nor Canada currently have a reliable, complete or timely way to record immunization information for residents;

WHEREAS a national immunization registry has been a longstanding recommendation for strengthening public health in Canada;

WHEREAS in September 2024, the Ontario Immunization Advisory Committee released a position statement strongly urging the Ontario Ministry of Health to develop a provincial immunization registry; and

WHEREAS Peterborough Public Health (Motion 9.3.6) and Wellington-Dufferin-Guelph Public Health (Resolution 32) have also passed motions to support a provincial immunization registry;

THEREFORE BE IT RESOLVED THAT the Board of Health endorses the establishment and implementation of an Immunization Registry for Ontario;

AND THAT the Board of Health supports the establishment of a pan-Canadian immunization registry that integrates with any provincial registries.

CARRIED

ii) Response to Propose Amendment of Section 22 of the *Health Protection & Promotion Act*

- Briefing Note from the Acting Medical Officer of Health and Chief Executive Officer to the Board of Health Chair dated January 9, 2025

Dr. Hirji indicated that as part of *Bill 231 2024 An Act to enact or amend various Acts related to health care*, there is a proposed amendment to the *Health Protection & Promotion Act's* Section 22, subsection 5.0.1 concerning class orders.

Section 22 is a provision with the *Health Protection and Promotion Act* that provides a medical officer of health or associate medical officer of health, in specific circumstances, by a written order may require a person to take or to refrain from taking any action that is specified in the order in respect of a communicable disease. MOHs and AMOHs can issue orders against individuals when there is a need to protect public health.

Class orders allow issuing an order against multiple people (defined as a class), which was a provision created post-SARS to deal with challenges found containing that infection. A class order is rarely used but has been important public health tool.

The proposed amendment would require that before any Section 22 class order could be issued by a medical officer of health or associate medical officer of health, notice must be provided to the Chief Medical Officer of Health, and written approval of the order must also be received. A public comment period to this amendment before the Legislative Assembly is currently open until January 31, 2025.

This change would compromise the original goals of Section 22 orders to be able to respond swiftly, within hours, when facing an urgent public health threat, and would reduce local autonomy and ability to address local public health threats.

Class orders were used to address targeted, and localized health risks until 2020, when a novel definition of class was used to define the entire population of a health unit. During the COVID-19 pandemic response, this novel use of class orders was upheld by courts. Given the expanse of this power, there are reasons to increase checks and balances on it when used in this expansive way. However, the proposed amendment would do this in a way that prevents the effective use of class orders for their original intent.

The following are concerns regarding the proposed amendments:

- While provincial approval of a class order may have justification for a class order applied during a province-wide health emergency to foster alignment across local public health agencies, and where that order applies to the entire population of a health unit warranting greater scrutiny, it makes much less sense for a localized health risk. In particular, provincial approval would slow down the rapid response class orders were designed to permit.
- The amendment would reduce the historic local autonomy boards of health and medical officers of health have had to protect the local population under their responsibility.
- Even in a broad application of a Section 22 class order, provincial review could significantly delay implementation.
 - There should be consideration of timelines on the Chief Medical Officer of Health (CMOH) to complete the review and/or allow orders to go into effect, and the CMOH to instead rescind them after the fact rather than veto them before the fact.

Many issues arose regarding Section 22 orders and class orders through the Campbell Commission post-SARS which have never been addressed. Reviewing all the issues with Section 22 orders and comprehensively amending the legislation would seem advisable at this opportunity.

Dr. Hirji is recommending that Public Health Sudbury & Districts share these concerns, and advocate to the Legislative Assembly for a detailed, thorough review of the Section 22 provision before making any amendment.

Questions and comments were entertained.

07-25 RESPONSE TO PROPOSE AMENDMENT OF SECTION 22 OF THE *HEALTH PROTECTION & PROMOTION ACT*

MOVED BY ANDERSON - CARRIER: WHEREAS Class Orders under Section 22 of the *Health Protection & Promotion Act* were created in 2003 in the wake of the first wave of SARS to better equip local public health to respond to time-sensitive and severe public health emergencies;

WHEREAS Class Orders were used in novel ways during the COVID-19 pandemic response, ways that were much broader in scope than likely intended in 2003;

WHEREAS additional checks and balances on Class Orders are reasonable give the novel use of these orders to ensure they do not inappropriately impact public freedoms;

WHEREAS Bill 231, More Convenient Care Act, 2024 proposes an amendment to the Health Protection & Promotion Act that would require provincial review and approval for any Class Order;

WHEREAS seeking provincial review and approval would create significant time delays with issuing Class Orders contrary to the need identified during the SARS response;

WHEREAS provincial review and approval of a local medical officer of health's actions to deal with local outbreaks and local health risks would represent an unusual infringement on local autonomy and independence in dealing with local concerns;

WHEREAS there are many recommendations that have arisen around improving the use of Section 22 orders dating back to SARS, many of which have not been implemented;

THEREFORE BE IT RESOLVED THAT the Board of Health recommends that the Legislative Assembly of Ontario that amending section 22 of the Health Protection & Promotion Act warrants more careful study, and that a dedicated task force to review this provision is recommended prior to any amendments; Health Protection & Promotion Act;

AND THAT the Board of Health recommends that any amendment of Section 22 Class Orders should distinguish between the original use of Class Orders which were narrowly targeted to small groups concerning time-sensitive risk of a local nature, and the novel use of Class Orders which area applied across an entire health unit on a risk diffuse throughout the province.

CARRIED

iii) Endorsement of the Recommendations of the Walport Report, and Support for Continued focus on Public Health Emergency & Pandemic Preparedness

- Briefing Note from the Acting Medical Officer of Health and Chief Executive Officer to the Board of Health Chair dated January 9, 2025
- Letter from Peterborough Public Health Board of Health Chair to the Deputy Minister and Minister of Health and the federal Minister of Health, dated November 27, 2024

After SARS in 2003, there were several reports completed, both nationally and provincially, on improving public health preparedness. Many recommendations were made to improve the system for future health threats; and a large number were implemented; however, not all have been implemented as time from the emergency lessened the urgency to act. In comparison, to date, there has not been the appetite to learn from the COVID-19 pandemic response to prepare for the future with the exception of the 2022 Ontario Chief Medical Officer of Health (CMOH) report. Notwithstanding this report, there has been little evidence of action to implement its recommendations. For example, the report recommends that there be an annual report to the provincial legislature which would in part provide the transparency if any action is occurring on those recommendations. So far, no such annual report has been tabled.

The one other attempt to learn from the COVID-19 response was from Health Canada asking an independent expert panel to conduct a review of the federal approach to pandemic science advice and research coordination, take stock of the lessons learned, and provide concrete recommendations to strengthen Canada's preparedness in these areas for future health emergencies. The Walport Report was released mid-October 2024 and the 12 recommendations outlined. Dr. Hirji noted that these are good and sensible recommendations that, similar to other public health system recommendations, should not be left unactioned.

It is recommended that the Board endorse the Walport Report and encourage its deliberate implementation, along with the ongoing implementation of the 2022 Chief Medical Officer of Health of Ontario annual report.

Questions and comments were entertained, and it was clarified that a follow-up letter will be sent to action the endorsed motion.

08-25 ENDORSEMENT OF THE RECOMMENDATIONS OF THE WALPORT REPORT, AND SUPPORT FOR CONTINUED FOCUS ON PUBLIC HEALTH EMERGENCY & PANDEMIC PREPAREDNESS

MOVED BY BRABANT - BARCLAY: WHEREAS for the past two decades, there have been Public Health Emergencies of International Concern approximately every two years, several of which have impacted Canada;

WHEREAS in a world that is increasingly more complex, interconnected, and uncertain, future public health emergencies maybe more impactful and difficult to manage;

WHEREAS the are opportunities to learn lessons from the COVID-19 pandemic response, both of around successes and areas for improvement;

WHEREAS The Time to Act is Now: Report of the Expert Panel for the Review of the Federal Approach to Pandemic Science Advice and Research Coordination (aka The Walport Report) is one detailed effort to learn lessons from the COVID-19 pandemic response;

WHEREAS The Ontario Chief Medical Officer of Heath's 2022 Annual Report Being Ready: Ensuring Public Health Preparedness for Infectious Outbreaks and Pandemics presented a laudable path forward to be better prepare for future public health emergencies;

THEREFORE BE IT RESOLVED THAT the Board of Health endorses the Walport Report and its 12 recommendations;

AND THAT the Board of Health encourages both the Federal government and the government of Ontario to act with deliberate resolve in implementing the Walport Report as well as the 2022 Chief Medical Officer of Health report, respectively.

CARRIED UNANIMOUSLY

iv) Board of Health Meeting Date

Dr. Hirji noted that the Association of Local Public Health Agencies Annual (alPHA) in-person Conference and Annual General Meeting conflicts with the regular Board of Health meeting date in June. It is proposed that the meeting date be moved earlier by 1 week to facilitate attendance by the MOH, AMOH, other Public Health staff, and interested Board of Health members.

09-25 CHANGE IN BOARD OF HEALTH MEETING DATE

MOVED BY TESSIER – ANDERSON: WHEREAS the Sudbury & District Board of Health regularly meets on the third Thursday of the month; and

WHEREAS By-Law 04-88 in the Board of Health Manual stipulates that the Board may, by resolution, alter the time, day or place of any meeting;

WHEREAS the 2025 Association of Local Public Health Agencies Annual (alPHA) in-person Conference and General Meeting will be held from June 18 to 20, 2025;

THEREFORE BE IT RESOLVED THAT this Board of Health agrees that the June 19, 2025, regularly scheduled Board of Health meeting date be changed to Thursday, June 12, 2025 at 1:30 p.m.

CARRIED

8. ADDENDUM

None.

9. ANNOUNCEMENTS

There will be an opportunity to formally thank René Lapierre at the February Board of Health meeting for the excellent leadership he has provided as Board of Chair for the last 10 years.

M. Signoretti indicated that the Board of Health bylaws have an annual requirement that each Board of Health member review the Code of Conduct and Conflict of Interest Policies and Procedures. The Policies describe the duties and obligations Board members have to uphold including how to recognize and declare a conflict of interest and the Code of Conduct outlines behaviours that are expected of Board of Health members to create and maintain a culture of integrity. Board members are asked to complete the Code of Conduct and Conflict of Interest declaration forms once they have reviewed the Policies and Procedures.

Board members were invited to complete the January 16, 2025, Board of Health meeting evaluation following the meeting.

In response to a comment regarding the 2024 Board meeting evaluation roll up, Dr. Hirji noted that there was overall a good score for statement 5, *There is alignment with items that were included in the Board agenda package and the Public Health Sudbury & Districts' 2024-2028 Strategic Plan*, though it wasn't as strong as others. There is a desire not to make wholesale changes given the good score, but make small adjustments to further improve it. The MOH/CEO and other staff will be mindful of additional alignment opportunities in 2025 and going forward.

The next regular Board of Health meeting will be held on Thursday, February 20, 2025, at 1:30 p.m.

10. ADJOURNMENT

The meeting was adjourned at 2:41 p.m.

10-25 ADJOURNMENT

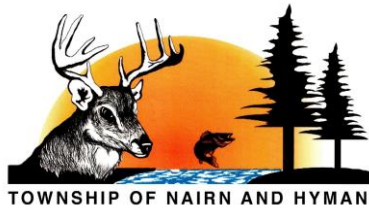
MOVED BY NOLAND - TESSIER: THAT we do now adjourn. Time: 2:41 p.m.

CARRIED

(Chair)

(Secretary)

ⁱ Ontario Agency for Health Protection and Promotion (Public Health Ontario), Ontario Immunization Advisory Committee. Position Statement: a provincial immunization registry for Ontario. Toronto, ON: King's Printer for Ontario; 2024.



NOTICE OF UPCOMING MEETING

Town Hall Meeting

The Council of the Township of Nairn and Hyman and the Council of the Township of Baldwin will hold a Joint Public Meeting as follows:

Date: Tuesday, February 18, 2025

Time: 7:00 p.m.

Location: Nairn Community Centre, 64 McIntyre Street,
Nairn Centre.

Purpose: This meeting will provide an update to members of the public on the proposed plan for the transportation and deposition of Naturally Occurring Radioactive Material (NORM) at the Agnew Lake Tailings Management Area (ALTMA).

The finalized agenda will be made available to the public prior to the meeting.

Dated this 27th day of January, 2025

WALFORD COMMUNITY CENTRE BOARD

REGULAR MEETING

January 23, 2025

PRESENT: Cheryl Phillips, Stanley Phillips, Robert Hopkins, Julie Vuorensyrja, Pauline Zarichney, Pierrette Gervais

ABSENT: Jean Wuorinen, Jewel Sanftenberg, Bryan Lees, Theresa Minten, Ellen Phillips, Donna Mcinnis

Motion No. 2025-01

Moved by: Theresa Minten

Seconded by: Robert Hopkins

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

CARRIED

Motion No. 2025-02

Moved by: Robert Hopkins

Seconded by: Pauline Zarichney

BE IT RESOLVED THAT the minutes be approved as read.

CARRIED

Motion No. 2025-03

Moved by: Theresa Minten

Seconded by: Pauline Zarichney

BE IT RESOLVED THAT we apply for a Trillium Grant to put a cement pad at the rink.

CARRIED

Motion No. 2025-04

Moved by: Cheryl Phillips

Seconded by: Theresa Minten

BE IT RESOLVED THAT the meeting be adjourned until the call of the chair or February 20, 2025.

CARRIED

Meeting Discussions:

- Cheryl will get a quote on cost for changing the outdoor lights to LED over the entrance door and big fire hall door from Dan's Electric and BM Electrical
- Cheryl requested letters from organizations for reps for 2025

Upcoming events:

Feb 15 - TSSRFD Sweetheart dance in Webbwood

Feb 21, 22, 23 - Township Winter Carnival - Volunteers needed

Mar 2 - CWL Pancake Breakfast

April 24-27 - OC Scrapbookers

TBD - Yard Sale

SECRETARY

CHAIRPERSON



**Sables-Spanish Rivers Public Library Minutes
December 16th, 2024, at 5 PM (Christmas Buffet) 6:00 pm Meeting.
(October and November Business)
In Person @ Webbwood Branch**

Present:

Board Chair:	Ursula Robinson
Board Secretary:	Jolie Bianchin (zoom)
Board Member:	Kathy Moore (Zoom)
Board Member:	Kevin Burke
Board Member:	Sue Christiansen
Board Member:	Rachel Maville
Board Member:	Stacey Wagler (Zoom)
Board Member:	Merry Ann Hobbs
Library CEO:	Tracey VanDerGulik

1. Meeting to be Called to Order at 6pm.

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.

- Our Fees (increase) Add to new business Mandatory (9.1)
- Accessibility for Ontarians Training (AODA) Disability Act Training (9.2)
- Kathy - courses for people on boards (found some specific to library boards (9.3)
- Membership Fees (9.4)

4. Disclosure of Conflict of Interest.

None

5. Approval of November 4th, 2024, Board Meeting Minutes & December 16th Agenda.

Be it RESOLVED that the Board approves the November 4th, 2024, meeting minutes and the additions to our December 16th, 2024, Agenda.

MOVED by Sue Christiansen. SECONDED by: Merri Ann Hobbs

CARRIED 2024 - 40

6. Business Arising from the Minutes:

NONE

7. Correspondence.

Canada Summer Jobs Update.

Oct 10th Letter was received. Government Communicated that we cannot apply as a non-profit. All libraries are listed as Public Entity (Public Sector Employer).

2408.00 + 192.64 (CPP & WSIB). Rounded to 2700.00 on draft budget (of minimum wage) 50% @ 35hrs/per week at 8 week program + CPP & WSIB.

8. Health & Safety Review.

Annual Firechek costing to be logged under Building Maintenance.

9. New Business.

9.1. Printing costs are high. Suggestions: \$1.25 per cover page. Laminating \$2. Black and White .50 cents per page? Let's consider doing an analysis and find our medium. We will revisit once we get numbers from other libraries.

9.2 AODA - this course can be done online. This is a mandate. The CEO will coordinate in the new year.

9.3 Courses for the board. Learn at HQ. Free. Tracey will send a link/coordinate in the new year.

10. CEO Monthly Report

10.1. Program/Events Update

- Paint Night Fundraiser. \$520.00 Raised.
- Christmas in Massey

- In Person Auction @Massey branch
- Winter Clothing Drive
- Nanny McGhee Massey Playgroup Update (on hold)
- Fire Department Toy Collection drop off location
- Evening with Spirit Update (put on hold)
- Book Bag Fundraiser Currently made \$400
- Giggles 'n' Glue Craft Night & Adult Crafternoons (evening program). Will try an afternoon one in Webbwood and will see how the turn out is.
- 2025 Park Permits received.

10.2. WSIB Update

- 2025 Premium Increase
 - 2022 Reconciliation for WSIB that there was an unpaid fee for 2022 that needed to be rectified \$223.00 credit 60.34. Actual \$162.82
- The issue was that they needed gross payroll from 2022. It was finally found and rectified.

10.3. Staff Training Update:

- Mohawk College Courses for CEO. Registered for two new classes starting in January. Dec 2026 graduation date. Qualify to be exempted from three classes (maybe more). PLAR challenge. Draft an essay or provide a portfolio. It will cost \$150 for each PLAR challenge but if it is accepted, then it will save over \$250 from having to take the course (if not needed).

Stacey Wagler will find out if the CEO can do her placement at her school.

10.4. Meridian Lease Monthly Insurance Adjustment

Equipment coverage. Content insurance coverage was sent to them, and they will be renewing, and we may get a savings. Twenty percent decrease.

10.5. Webbwood Branch Librarian Recruitment Update

We have hired a new Webbwood Branch Librarian. Start Date December 9th, 2024.

10.6 Grant Updates

PLOOG came in - we received \$12,853.00.
SOLS will arrive in new year \$1200.

10.7. Board & Staff Christmas Gifts

Discussion: CEO to add this amount to budget tracker.

Be it RESOLVED that the board consents to gift each staff member at every Christmas year a \$25 bonus, and the CEO a \$50 bonus.

MOVED by Sue Christiansen. SECONDED by Kevin Burke.

CARRIED 2024-41

11. Policy Review.

11.1. Membership/User Fees Policy Review & Update:

Library Memberships. The CEO is suggesting an increase in membership fees. Plastic cards are more expensive, and this is all that is available. In new Year we will commence a replacement fee of \$3

12. Monthly Financials

12.1. October/November 2024 Financials

Be it resolved that the Board accepts the October financials expenses of \$24,610.06.

MOVED by Jolie Bianchin. SECONDED by Kevin Burke.

CARRIED. 2024-42

Be it resolved that the Board accepts the November 2024 financials expenses of \$26,950.50.

MOVED by: Sue Christiansen. SECONDED by: Jolie Bianchin

CARRIED. 2024-43

12.2. Monthly Budget Tracking: November 2024.
Reviewed.

12.3. 2025 Draft Budget Committee Update.

2025 Draft Budget Review

- Pay Simply review if needed. If not, we can save money here. Goal to have an answer for the new year so that it is not on the 2025 budget.
- Building Maintenance and facilities will be combined in one line in 2025. Side notes will help explain.
- Utilities. \$124.25 same amount for each branch. This will be merged so both branches will be entered here in this line.
- Internet/Phone. Will look into Sunwire/Starlink. Will shop around. Maintain our phone number.
- Postage Rebate will come in March.
- Summer jobs - projecting 8 weeks * 35h * 17.20/2 =
- The 2025 budget cannot be sent off until the Board approves it. Budget committee will meet one more time before the next meeting with projecting to have it complete in January 2025.

- Expense line missing for Youth Job Connect. Needs to be edited.
- 2022/2023 Audit is complete. Goal to have the audit presented in the new year.

13. Council Report.

- Happy to see the numbers in the budget.
- District services board 5% increase.
- Solicitor general gave us a one-time bump.
- The Fire Chief resigned.
- The Interim Fire Chief stepped up.
- Homelessness is a big concern by province.
- Housing in Espanola (10 - 12 units) to help people through the first year (18 months). It is for people in Addictions, gender violence, homeless, etc.
- Public Health is charging for services now that they never did before.
- Everyone is tight fisted right now. Challenging times.
- New addition in the office. Entry level admin.
- Inspection done at Domtar.
- Plan to dump nuclear waste in the old Agnew Lake mine site. Low level radiation. Consultant review shows undetermined in the strength of the radiation. We are supporting Nairn and Hyman for engineering studies. This can affect our people/water. We are continuing to push for transparency and information. First Nations are involved as well.

14. Strategic Planning & Marketing.

None

15. Next Meeting. January 27, 2025 - ZOOM

16. Adjournment.

Be it RESOLVED that the board has adjourned our meeting at 8:16 pm.

MOTION by Kathy Moore. SECONDED by Stacy Wagler.

CARRIED. 2024 – 44

Chair/President: Ursula Robinson	Secretary: Jolie Bianchin



THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS
Economic Development & Planning Committee Meeting Minutes

REGULAR MEETING

January 20, 2025

PRESENT: **CHAIR:** Merri-Ann HOBBS
MEMBERS: Robert BOILEAU; Harold CRABS; Thoma CRABS; Cathy HICKEY; Rodney JUNKALA; John MOONEY; Edith PRESSEAU; Brent ST. DENIS
STAFF: Amanda ST. MICHEL, Deputy Clerk

Opening

The regular meeting of the Economic Development and Planning Committee was called to order at 6:30 p.m. on January 20th, 2025, by Merri-Ann Hobbs.

A REGIONAL ECONOMIC DEVELOPMENT OFFICER (EDO)- no update.

B GRANTS AND FUNDING OPPORTUNITIES

Ministry for Seniors and Accessibility 2024-25 Inclusive Community Grant-the application for an Age-Friendly Community & Accessibility Action Plan has been approved by the Ministry for Seniors and Accessibility. The municipality is to receive \$34,000 to obtain a consultant to create the plan, the ministry is finalizing the agreement to be adopted by Council. The committee reviewed the draft RFP for consulting services.

C TSSR STRATEGIC PLAN

D MARKETING/COMMUNITY ENGAGEMENT

TSSR Merchandise Update- the township merchandise line launched on December 18, 2024. The committee reviewed the products available for purchase and the status of sales as of January 13th, 2025. Promotional items purchased throughout the year were briefly discussed along with the overall cost of merchandise/swag spent in 2024 and associated revenues. Merchandise is currently available for sale at the municipal office, arrangements are being investigated to sell it at the 2025 Winter Carnival.

E PLANNING

Chad Sonnenburg- Massey Riverview Proposed Subdivision- Mr. Sonnenburg addressed the committee as a delegation to discuss his proposed plan of subdivision within Massey. His proposal includes a total of 54 potential residential units, comprised of 9 single dwelling units and 9 fourplex units. The rental units would be approximately 800 square feet, with the back units having access to a green space area. The single dwellings would be approximately 1200 square feet. Mr. Sonnenburg briefly outlined the building specifications of the proposed dwellings and septic system requirements.

The intention of the proposal is that the single dwellings would be for sale while the fourplex units would be rental units reserved for senior residents. Mr. Sonnenburg has noted that agreements would be in place prior to selling lots to ensure a dwelling is built on it, and the land doesn't sit vacant for a prolonged period.

Requirements for planning applications were briefly discussed. It is noted that the proposal was approved by Council previously in 2008 in conjunction with the Caldwell Street development, however this phase for Hobbs Street has now lapsed. Mr. Sonnenburg may be required to

reapply for a Plan of Subdivision, under Section 51 of the Planning Act, for this next phase. Additional applications may also be required to address zoning changes required to support the uses outlined in the proposal. The lapsed file has been forwarded to the municipality's planning consultant for review to determine the next steps for Mr. Sonnenburg's application.

Mr. Sonnenburg is requesting assistance from the municipality regarding assets needed to support/complete the proposed subdivision, primarily related to water and road infrastructure. This may include costs such as engineering specifications for water lines, sidewalk establishment and road paving. He has noted the proposed development would not be feasible if he as the developer was responsible for all costs related to the infrastructure referenced above.

Discussion centered around the possibility of the municipality applying for a grant offered by the Federal government, specifically the Canada Housing Infrastructure Fund. The closing date for this grant is March 31, 2025. The Deputy Clerk noted that to allocate staff resources to this initiative, a resolution from Council to direct staff to pursue the grant would be required.

F OTHER BUSINESS

Draft Committee Terms of Reference- the draft terms of reference for the committee was reviewed as the committee is transitioning from "Economic Development & Community Services" to 'Economic Development & Planning'. Edits discussed and included in the final draft for council approval include:

- Updated number of committee members under section 4.1.
- Added "subject to circumstances as identified by Council" at the end of section 4.4.

Upcoming Meeting Dates

The committee meets the third Tuesday of every month, however, to accommodate members of the committee the following meeting dates have been established:

- Tuesday February 18th, 2025
- Thursday March 20th, 2025
- Thursday April 17th, 2025

Recommendations to Council

- BE IT RESOLVED THAT the Economic Development and Planning Committee Terms of Reference be accepted by Council as presented.
- BE IT RESOLVED THAT the Canada Housing Infrastructure Fund grant be pursued by the Township for water and road infrastructure on Hobbs Street.

The meeting ended at 7:50 p.m. The next meeting will be held on February 18th, 2025, in Council Chambers, at 6:30 p.m. or at the call of the chair.



Document Title: Economic Development & Planning Committee Terms Reference
Document Type: Terms of Reference
Supporting Bylaw: 2024-60; 2021-10- Procedural Bylaw

1. PURPOSE

1.1 To assist Council in creating an inclusive, safe, and progressive community built on the natural surrounding beauty of tall pines and sparkling waters. The committee will develop, encourage and assist initiatives that enhance the overall social and economic prosperity of the community, and encourage appropriate planning ideologies when considering new development opportunities. The committee shall provide advice and recommendations to Council.

2. PRINCIPLES

2.1 Principles that guide the work of the Township of Sables-Spanish Rivers Economic Development & Planning Committee (EDPC) include:

- A commitment to enhancing the quality of life of all residents.
- A commitment to responsible and sustainable growth.
- A commitment to transparency in all committee operations.
- A commitment to collaboration and partnership with all residents, businesses, organizations, etc. to achieve common objectives.

3. MANDATE

3.1 The mandate of the Economic Development and Planning Committee shall be as follows:

- To apply innovative marketing and promotion techniques for the Township of Sables-Spanish Rivers as a key destination in Northern Ontario.
- Provide support for business retention and expansion opportunities for existing economic sectors within the community.
- To investigate initiatives to support housing development in the community.
- Identify new and emerging economic sectors and assess their relative growth potential.
- Provide comments and feedback on proposed planning policies, regulations or studies related to development.
- To support and attract agricultural related business within the community.
- To organize economic development and planning events such as information sessions, networking forums, etc.
- To enhance efforts to retain Township businesses through ongoing encouragement to existing business groups, to foster partnerships, promote and encourage communication, determine problem areas and identify strategic solutions.
- Partner with other economic development and tourism organizations to enhance prosperity throughout the region.
- To research Age-Friendly and Accessibility needs/requirements within the community.
- Assist in the creation, review, and implementation of the Township’s Strategic Plan.
- Assist in the review of the Township’s Official Plan and Zoning Bylaw.
- To provide a voice for business related to Township initiatives put forward by staff that may have identified an economic development impact.
- Undertake other assignments as may be requested by Council.

4. COMMITTEE COMPOSITION & RESPONSIBILITIES

4.1 The EDPC shall be comprised of 9 members, consisting of:

- 3 members of Council
- 6 residents
- Youth members- the committee may advertise for youth members to be appointed to the committee by Council. This would provide a learning opportunity; their participation would not contribute to quorum.

4.2 Notwithstanding Section 4.1, Council may change the composition of the committee if required. This may include adding/reducing the number of members.

4.3 Members shall be appointed by Council for the duration of the council term.

4.4 The Chairperson of the committee shall be appointed by Council for the entirety of the term, subject to circumstances as identified by Council. A Co-Chairperson may be appointed at Councils discretion.

4.5 All members will be expected to devote time between meetings to review and work on matters being considered by the committee.

- 4.6 By majority vote, the EDPC may recommend to Council the removal and/or replacement of any member who misses three consecutive full meetings of the committee, subject to circumstances surrounding the absence.
- 4.7 If at any time a committee seat becomes vacant, Council shall appoint an appropriate number of new members.
- 4.8 Members will be expected to be aware of relevant municipal policies, programs and other initiatives in carrying out committee activities.

5. STAFF LIAISON AND SUPPORT

- 5.1 A member from the administrative department shall be designated as the staff liaison to the committee. Staff are to provide technical support, policy advice and guidance, as required.
- 5.2 These functions include monitoring of the committee budget, preparation of meeting agendas, in consultation with the Chairperson, and completing meeting reports.
- 5.3 In addition to the designated staff liaison, the Regional Economic Development Officer may aid the committee as required.

6. REPORTING

- 6.1 The EDPC is an advisory committee established by Council in accordance with these adopted Terms of Reference.
- 6.2 The EDPC reports to Council through the Clerk-Administrator or designate. Committee reports are to be prepared by the staff liaison and submitted to the Clerk-Administrator to be put on the Council agenda for approval.
- 6.3 Recommendations for Council consideration should be clear and concise and are to be summarized at the end of the report. Additional information may be provided with the committee report to support the recommendations made by the committee.

7. PROCEDURES & RULES

- 7.1 As a formal Committee of Council, the EDPC is subject to Township policies and procedures including the Procedural Bylaw which governs the procedures of council and its committees, the Code of Conduct, the Workplace Violence and Harassment Policy and any other applicable policies and/or procedures.

8. MEETINGS

- 8.1 The committee shall normally meet the third Tuesday of each month, or at the call of the Chairperson with adequate notice given to all members. All committee meetings are open to the public.
- 8.2 The committee may invite delegations to address the committee on matters relating to economic development and planning.
- 8.3 Quorum for a committee meeting will be 50% of the current membership, plus one (1).
- 8.4 On matters requiring votes, the committee shall strive for consensus and shall normally only communicate the consensus or majority position to Council.
- 8.5 The committee may recommend the establishment of sub-committees for various topics, issues or proposals as required. The structure of such committees would be at the discretion of Council. Sub-committees shall report to the EDPC through the committee Chairperson(s) and/or the municipal staff liaison.

9. CONFLICT OF INTEREST

- 9.1 A conflict of interest may arise for committee members when their personal or business interests clash with the duties and decisions of the committee. Municipal conflict of interest requirements as defined by the Municipal Conflict of Interest Act, R.S.O. 1990, c. M.50 will apply to the committee.
- 9.2 If a committee member discloses a pecuniary interest, that member shall remove themselves from the meeting for the duration of the discussion and voting (if any) with respect to that matter.

10. AMENDMENTS

- 10.1 Amendments to the Terms of Reference shall only be made by the Council of the Township of Sables-Spanish Rivers.
- 10.2 The EDPC may wish to review the Terms of Reference periodically and make recommendations to Council regarding amendments.

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

BYLAW NUMBER 2025-08

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 and Forestry
For the Waterfalls Road Bridge

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

AND WHEREAS the Crown and the Township of Sables-Spanish Rivers are entering into the agreement for Bridges on Public Lands for the Waterfalls Road Bridge as per O.Reg 161/17, s. 17(3) to ensure the bridge is maintained in a manner so as not to pose a threat to public safety and the environment;

AND WHEREAS the term of the agreement shall begin on the Effective Date and be continuously in effect until November 30, 2044;

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 12th DAY OF FEBRUARY, 2025.

READ A THIRD AND FINAL TIME AND PASSED IN OPEN COUNCIL THIS 12th DAY OF FEBRUARY, 2025

MAYOR – K. BURKE

CLERK – A. WHALEN

Agreement for Bridges on Public Land (Non-Forestry Roads)

Made this 30th day of November, 2024 (the “Effective Date”)

Between:

Township of Sables-Spanish Rivers hereafter referred to as the “Bridge Owner”

and

His Majesty the King in right of Ontario
as represented by the Minister of Natural Resources and Forestry
hereafter referred to as the “Crown”

Whereas the Bridge Owner intends to erect and install certain bridges (the “Bridges”) on certain public lands managed by the Crown (the “Public Lands”) under the *Public Lands Act*, R.S.O. 1990, c. P.43 (the “Act”), in the locations set out in Schedule “A”;

Whereas the Crown and the Bridge Owner are entering into this Agreement for Bridges on Public Land (Non-Forestry Roads) (the “Agreement”), as per O. Reg 161/17, s. 17(3) as both wish to ensure that the subject bridge(s) is/are maintained in a manner so as to not pose a threat to public safety and the environment;

And Whereas the term of the Agreement shall begin on the Effective Date and be continuously in effect until *November 30th, 2044* the “Expiry Date”).

In consideration of the exchange of the mutual promises described herein, the parties hereby agree as follows:

- 1) (a) The Crown agrees that the Bridges may be erected, installed and otherwise remain on the Public Lands until the Expiry Date or until the Agreement is terminated, subject to the terms and conditions set forth in this Agreement.

(b) The Bridge Owner may request that one or more additional bridges be added to this agreement. If the Crown agrees in writing, at its sole discretion, to accept such request, each such additional bridge shall be added to Schedule “A” in the manner contemplated in section 15 of this Agreement.
 - i. The effective commencement date of the Agreement granted herein for any new Bridge added to this Agreement following the Effective Date shall be the day both parties agree in writing to the addition of a Bridge to Schedule “A”.
 - ii. For greater certainty, as bridges are duly added to Schedule “A” they are immediately deemed to be “Bridges” as defined in this Agreement.
- 2) The Bridge Owner is and shall be the owner of the Bridges, notwithstanding the degree of affixation to the Public Lands, or any principle of law or equity to the contrary. Notwithstanding the foregoing and for greater clarity, the Public Lands occupied by the Bridges and the underlying water bed shall remain the property of the Crown.
- 3) (a) The Bridge Owner will be fully responsible for installing proper signs and will inspect and maintain the Bridges and keep the Bridges in a proper and safe condition for the term of this Agreement, as per the Ministry of Natural Resources and Forestry – Crown Land Bridge Management Guidelines, a copy of which has been attached to this Agreement as Schedule “B”. The Crown Land Bridge Management Guidelines

may be updated from time to time by the Crown upon notice to the Bridge Owner. The Bridge Owner will maintain records of inspections and maintenance, and such records will be made available to the Crown upon request.

(b) The Bridge Owner acknowledges that the Bridge(s) is/are subject to the approved Use Management Strategy (attached as Schedule "C") for the road(s) on which they are located.

(c) Where the Bridge Owner proposes to discontinue use of the Bridge(s), or any of them, the Bridge Owner shall give the District Manager for the Crown, at least 6 months' prior written notice of the date upon which use shall be discontinued. Within 30 days of receipt of such notice, the District Manager shall give written notice to the Bridge Owner as to whether the Crown requires the Bridge(s), or any of them, to be removed.

(d) The Bridge Owner shall have the right to transfer their interest in the Bridge(s) to any successor provided the successor signs an Agreement with the Crown, the content of which shall be the same or substantially the same as the content of this Agreement. Upon the signing of such Agreement, the Bridge Owner's responsibilities with respect to the Bridge(s) shall be deemed to have been transferred to the successor.

- 4) The Crown may terminate this Agreement upon 6 months' notice to the Bridge Owner where the Bridge Owner has failed to comply with any of the terms of this Agreement or any applicable work permit issued to the Bridge Owner by the Crown, or the Crown considers it to be in the public interest to do so. Such notice shall be accompanied by written notice as to whether the Crown requires the Bridge(s), or any of them, to be removed.
- 5) (a) No later than 6 months prior to the Expiry Date, the Crown shall give written notice to the Bridge Owner indicating whether the Crown wishes to enter into a new agreement with respect to the Bridge(s).

(b) In the event that the parties do not enter into a new agreement at least 3 months prior to the Expiry Date, the Crown may provide written notice at least 2 months prior to the Expiry Date as to whether the Crown requires the Bridge(s), or any of them, to be removed.
- 6) (a) Where the District Manager gives notice that the Bridge(s) is or are to be removed, the Bridge Owner shall as soon as practicable prior to the date specified in the notice under Section 3(c), 4, or 5(b), as the case may be, remove the Bridge(s), including the bridge support structures, and restore the applicable Bridge location to a safe and stable condition in compliance with all applicable laws, regulations, by-laws and rules and any other reasonable conditions imposed by the Crown. This obligation shall survive the termination or expiry of this Agreement.

(b) Where the District Manager gives notice that the Bridge(s) is or are not to be removed, the Bridge(s) in question shall upon the date specified as per clause 3(c), 4, or 5(b), as the case may be, become the property of the Crown. The Bridge Owner shall thereupon be relieved of all further responsibility and liability in respect to the Bridge(s) in question, subject to the obligations under sections 7 to 9 of this Agreement.
- 7) Without limiting the Crown's rights under this Agreement, in the event the Bridge Owner fails to perform its obligations under this Agreement, the Crown may on notice to the Bridge Owner perform such obligations, and the Bridge Owner agrees to reimburse the Crown the cost or expense incurred in so doing, which amount is a debt due to the Crown recoverable in a court of competent jurisdiction. This obligation shall survive the termination or expiry of this Agreement.

- 8) The Bridge Owner agrees to hereby release and forever discharge and covenant not to sue the Crown and His Majesty the King in right of Ontario and His Majesty's officers, servants, agents or employees from any and all actions, causes of action, claims, demands and remedies for any and all damages, losses or injuries howsoever arising or caused which may heretofore or hereafter be sustained as a result of the use of the Bridges. The foregoing release and covenant not to sue shall apply to all claims at law or in equity, including, but not limited to, claims or causes of action for personal injury or death, property damage, statutory claims under applicable environmental laws and claims for contribution.

The Bridge Owner further agrees not to make any claim or to take any proceedings against any other person or corporation who might claim contribution or indemnity under the provisions of the *Negligence Act*, R.S.O. 1990, c. N.1, from the Crown and His Majesty the King in right of Ontario and His Majesty's officers, servants, agents and employees or from any one or more of them.

- 9) The Bridge Owner, and its successors and assigns, shall be responsible for, and hereby agrees to indemnify, defend and hold harmless the Crown, and His Majesty the King in right of Ontario and His Majesty's officers, servants, agents and employees from and against any causes of action, liability, expenses (including legal, expert and consultant fees), claims, losses, costs or actions for personal injury, death and/or property damage, by whomsoever made and which may be caused by or suffered by any person as a result of or in any manner associated with: (a) the exercise of any right or privilege granted to the Bridge Owner by this Agreement or any applicable work permit; and (b) any act or omission of the Bridge Owner and those for whom the Bridge Owner is responsible in law while on the Public Lands or the Bridge(s).
- 10) The Bridge Owner shall, during the entire period this Agreement is in effect, obtain and maintain at its expense all the necessary and appropriate insurance that a prudent person in the business of the Bridge Owner would maintain, including but not limited to a commercial general liability insurance policy of no less than two million dollars (\$2,000,000) per occurrence that shall cover the full range of its activities on the Bridge(s) and that shall name the Crown as an additional insured and contain a cross liability endorsement. In addition, the Bridge Owner shall provide 30 days written notice to the Crown of any cancellation, termination, or material change in insurance policy.
- 11) Where the Bridge Owner is not in compliance with any of the terms and conditions of this Agreement, the Bridge Owner may be subject to prosecution pursuant to s. 69.1 of the Act.
- 12) This Agreement and all rights of the Bridge Owner shall automatically terminate on bankruptcy, insolvency, winding up or dissolution of the Bridge Owner.
- 13) Any notice required to be given under this Agreement shall be sufficiently given if delivered personally or mailed postage prepaid or by email to the addresses below:

(a) For the Crown: 3767 Hwy 69 South, Suite 5

Sudbury, ON. P3G 1E7

(b) For the Bridge Owner: 11 Birch Lake Rd,

Massey, ON. P0P 1P0

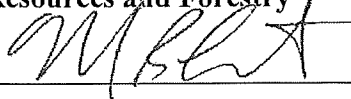
Either party may change their contact information on written notice to the other. Notices shall be deemed to have been delivered on the date of its delivery in the event of delivery by hand or courier or if sent by email, or in the case of mailing, three (3) business days after such notice was delivered to the post office (unless there is then a postal disruption).

- 14) This Agreement may not be assigned or transferred, mortgaged or pledged by the Bridge Owner except in accordance with section 3(d), nor may the Bridge Owner undergo a change of control, save and except where such change of control results from the transfer of shares of the Bridge Owner that are listed on a recognized stock exchange in Canada.
- 15) This Agreement may be amended only by an agreement in writing signed by both parties, except in respect of the addition of a Bridge. The addition of a Bridge from this Agreement shall be evidenced by an addition to Schedule "A" upon mutual agreement of the parties, without the need for a formal amendment signed by both parties.
- 16) This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein.
- 17) This Agreement constitutes the entire agreement between the parties and there is no representation, warranty, collateral agreement or condition affecting this Agreement, except as specifically set forth in this Agreement. Any schedule referred to herein is incorporated by reference and forms part of this Agreement.
- 18) Time shall in all respects be of the essence in this Agreement, provided that the time for doing or completing any matter provided for in this Agreement may be extended or abridged by an agreement in writing, signed by both of the parties. If anything in this Agreement is to be done on a day which is not a business day, the same shall be done on the next succeeding business day.
- 19) Whenever the singular is used in this Agreement, it shall mean and include the plural and whenever a gender is used in this Agreement it shall mean and include all genders if the context so requires.
- 20) All references to a statute or regulation include all amendments, re-enactments or replacements of the statute or regulation. All references to a government ministry, minister, board or tribunal shall be interpreted to include its predecessor or successor, where applicable as determined by the Crown.
- 21) Failure by the Crown to enforce, either in part or in whole, the rights and remedies available to the Crown under this Agreement, or to delay doing so, shall not be deemed to be a waiver or acquiescence of same on the part of the Crown. Any such failure or delay shall not preclude the Crown from enforcing such rights and remedies against the Bridge Owner for any subsequent breach. Any waiver of any of the Crown's rights or remedies shall not be valid unless made in writing.
- 22) If any provision of this Agreement or part thereof or the application thereof to any person or circumstance, to any extent, shall be determined to be invalid or unenforceable, the remainder of this Agreement or the application of such provisions or part thereof to any person, party or circumstance other than those to which it is held invalid or unenforceable shall not be affected. Each covenant, obligation and agreement in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.
- 23) This Agreement shall enure to the benefit of and be binding upon the parties hereto; the successors and assigns of the Crown; and the permitted successors and assigns of the Bridge Owner.
- 24) This Agreement may be executed in any number of counterparts, each of which when signed and delivered is an original, but all of which taken together constitute one and the same instrument. This Agreement and any amendment, supplement, restatement or termination of this Agreement in whole or in part may be delivered via e-mail in portable document format (PDF).

The parties have executed this Agreement on the dates set out below.

Date: November 29, 2024

**HIS MAJESTY THE KING IN RIGHT OF
ONTARIO, as represented by the Minister of
Natural Resources and Forestry**

Per: 

Name:

Title: District Manager, Sudbury District

Under delegated authority.

Date: _____

Township of Saubles-Spanish Rivers

Per: _____

Name:

Title:

I have authority to bind the corporation.

Per: _____

Name:

Title:

I have authority to bind the corporation.

SCHEDULE A

BRIDGE LOCATION(S)

Bridge ID	Location (UTM)
	17T 399782, 5121362
	Victoria Twp

SCHEDULE B

MINISTRY OF NATURAL RESOURCES AND FORESTRY – CROWN LAND BRIDGE MANAGEMENT GUIDELINES



Crown Land Bridge
Management Guide

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

BYLAW NUMBER 2025-09

Being a Bylaw to Enter into an Agreement with
Emergency Management Ontario for the
Community Emergency Preparedness 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 Emergency Management Ontario for the Community Emergency Preparedness 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 12th DAY OF FEBRURARY, 2025.

READ A THIRD AND FINAL TIME AND PASSED IN OPEN COUNCIL THIS 12th DAY OF FEBRUARY, 2025.

MAYOR – K. BURKE

CLERK – A. WHALEN

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 3rd day of March, 2025.

BETWEEN:

His Majesty the King in right of Ontario
as represented by the President of the Treasury Board

(the "Province")

- and -

Corporation of the Township of Sables-Spanish Rivers
(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 One and the Same Agreement. 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 Amending the Agreement. The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 Acknowledgement. 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 President of Treasury Board

Date

Name: Nina Diaz

Title: Director

Corporation of the Township of Sables-Spanish Rivers

Date

Name: Anne Whalen

Title: Clerk-Administrator

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.

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:

- (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.

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:

- ~~(a)~~ carry out the Project;
 - ~~(i)~~ receive or spend Funds; or
 - ~~(ii)~~ 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 His 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	\$50,000.00
Project Expiry Date	November 28, 2025
Amount for the purposes of section A5.2 (Disposal) of Schedule "A"	\$25,000
Certificate of Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	Priscilla McKenzie Senior Manager Design and Implementation Unit, Emergency Management Ontario Treasury Board Secretariat Address: Emergency Management Ontario 25 Morton Shulman Avenue Toronto, Ontario, M3M 0B1 Email: EMOcommunitygrants@ontario.ca
Contact information for the purposes of Notice to the Recipient	Name: Anne Whalen Position: Clerk-Administrator Address: 11 Birch Lake Road, Massey, ON, P0P1P0 Phone: 7058652646 Email: awhalen@sables-spanish.ca
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	Name: Position: Address: Phone: Email:

Additional Provisions:

B1.0 ADDITIONAL COMMUNICATIONS REQUIREMENTS

B1.1 Communications Details. The Recipient agrees that:

- (a) Any of the Province's Project-related communications shall be at the discretion of

the Province.

- (b) The Province may acknowledge the Project in any of its communications.
 - (c) The Province may request that the Recipient participate in an announcement or media event with government officials.
 - (d) The Recipient shall share any proposed public-facing Project-related communications with the Province for review prior to public release.
 - (e) The Province may also request a summary of any of the Recipient's planned communication activities about the Project.
 - (f) Any of the Recipient's Project-related public communications about the Project shall be made in accordance with the timing specified by the Province, including the timing of any official Project launch announcement.
- Visual identity and branding for any Project-related products, materials, equipment, and other assets used by the Recipient shall be in accordance with direction provided by the Province

SCHEDULE "C" PROJECT

Our organization's emergency preparedness project will involve the purchase of new digital radio equipment which will replace outdated analog systems for our emergency communication network. This will enhance communications for any emergency event within the Township of Sables-Spanish Rivers (TSSR) to aide emergency preparedness and multi agency resilience which will increase public safety.

A) There are multiple types of emergencies that this project will address. Types of emergency events include wildland fires, weather events (ice storms and lightning strikes causing hydro outages), flooding from dam failures, and highway incidents involving dangerous goods.

B) The grant funding will help with our organization 's emergency preparedness objectives by financially assisting us to bolster our emergency preparedness efforts with an enhanced communications system. Communications during an active emergency between the Community Control Group, operations section and external partners assisting with the emergency is key to a safe and successful conclusion to an incident.

C) This project is necessary because our current communication system does not fully meet the requirements of the municipality due to challenges associated with terrain topography and remote service areas. The request for funding will vastly improve the current communication system through an upgrade from analog to a digital radio system. The project will fund new portable radios to improve emergency preparedness.

Project Timelines

Project Start Date	Effective Date of the Transfer Payment Agreement
Completion Date	August 29, 2025

Performance Metrics

KPI	Description/Calculation	Target
Increasing emergency preparedness in this community as a result of this project	Rate of emergency preparedness increase in this community as a result of this project (scale: 1 (not prepared), 2 (minimally prepared), 3 (partially prepared), 4 (mostly prepared), 5 (fully prepared))	4
Increase number of volunteers in the community as a result of this project	Number of volunteers recruited for the organization/project	40
Increase number of people trained for emergency	Number of people trained	40

preparedness as a result of this project		
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SCHEDULE "D"
BUDGET

Expense Category	Total
Supplies	\$0.00
Capital Equipment	\$50,000.00
Services	\$0.00
Training	\$0.00
Other	\$0.00
Total Funding Request	\$50,000.00

SCHEDULE "E"
PAYMENT PLAN

The payment of Funds will be made by electronic fund transfer by the Province. The Recipient is required to have a profile on the Integrated Financial Information System (IFIS) system and is responsible for keeping it up to date with appropriate banking and contact information.

	Payment Amount	Payment Date
Payment	\$50,000.00	Up to 15 Business Days after all the following occur: <ul style="list-style-type: none">• the Agreement is signed by both parties;• the Province receives the following from the Recipient the Certificate of Insurance

SCHEDULE "F" REPORTS

The following documents will be required before completion of report back:

- Confirmation of signing authority; and
- Copy of notification to elected official/head for awareness

Final Report. The Recipient shall include the following in the Final Report:

- (a) Final expense summary, including a reconciliation of actual payments made by the Province and actual expenses incurred by the Recipient in accordance with the Budget.
- (b) An explanation of variances between the Budget and actual expenses incurred by the Recipient.
- (c) Itemized list of all capital and operating equipment purchased.
- (d) Supporting documents substantiating the Recipient's completion of Project activities.
- (e) Summary of Project and performance measures results demonstrating how the Project has enhanced capabilities.
- (f) Final Report to be completed on TPON by the Recipient's Finance Contact or equivalent in accordance".

A failure to meet any of the reporting requirements described above may impact the Recipient's ability to return Funds under this Agreement, as well as the Recipient's eligibility to receive funding that may be available through **future iterations of the program**.

Unless the Province specifies otherwise, all Reports must be completed in Transfer Payment Ontario.

Project reporting deadline	September 12, 2025
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THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

BYLAW NUMBER 2025-10

Being a Bylaw to confirm the proceedings of the regular
Council Meeting held on February 12, 2025

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, February 12, 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 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 12th DAY OF FEBRUARY, 2025.

READ A THIRD AND FINAL TIME AND PASSED IN OPEN COUNCIL THIS 12th DAY OF FEBRUARY, 2025.

MAYOR – K. BURKE

CLERK – A. WHALEN