

AGENDA

Council Chambers – 11 Birch Lake Road, Massey

REGULAR MEETING

MAY 14, 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:

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 April 2025 in the amount of \$555,701.27 be approved as paid.

D1 – Board of Health Minutes – BE IT RESOLVED THAT the Board of Health Minutes of April 17, 2025 be accepted.

E1 – WCCB Minutes – BE IT RESOLVED THAT the minutes of the Walford Community Centre Board of May 1, 2025 be accepted.

G1 – Bylaws:

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

Bylaw 2025-31 being a bylaw to enter into an Agreement with the Office of the Fire Marshal

(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.)

<u>REGULAR AGENDA</u>		<u>ACTION</u>
A	GENERAL GOVERNMENT	
A2	Massey Agricultural Society – Noise Exemption & Significant Event	Resolution
A3	Section 357 Application	Resolution
A4	Bob Conroy Litter Walk – Donation Request	Resolution
A5	Massey Agricultural Society Spring Fair – May 24/25	Resolution
B	PROTECTION TO PERSONS AND PROPERTY	
B1	Fire Department Monthly Report – April 2025	Resolution
C	PUBLIC WORKS	
C1	Public Works Meeting Report – May 7, 2025	Resolution
C2	Public Works Operator Vacancy	Resolution
C3	Bass Point Road – Change in Status	Resolution
C4	Seasonal & Cottage Road Policy – Draft	Resolution
C5	Purchase of Boom Flail Mower	Resolution
C6	RFP – Public Works Vehicle	Resolution
C7	Ministry of Environment – Request Access to Public Works Yard	Resolution
C8	St. Mary School – Road Closure Request – Track & Field Event	Resolution
C9	James Lathem Excavating – Payment Cert. 6 – Release of Holdback	Resolution
D	ENVIRONMENT, HEALTH AND WELFARE	
D2	Clinic Caretaker	Resolution
D3	Clean-Up Days – May 30 & 31, 2025	Resolution
D4	Landfill Engineering Services	Resolution
D5	Health & Safety Water Stream – Funding Application	Resolution
D6	Request for Reduction in Water Charges – Massey Bible Chapel	Disc./Resol.
E	RECREATION, TOURISM AND CULTURE	
F	PLANNING	

AGENDA

Council Chambers – 11 Birch Lake Road, Massey

G BYLAWS

- G2 Bylaw 2025-23 – Animal Control Bylaw
- G3 Bylaw 2025-32 – Amend User Fee Bylaw 2024-55
- G4 Bylaw 2025-33 – Stop Sign – Young St. Webbwood
- G5 Bylaw 2025-34 – Confirm Proceedings of Council

CLOSED SESSION

Under Section 239(2):

- b) Personal matters about identifiable individuals, including municipal or local board employees
- c) a proposed or pending acquisition or disposition of land by the municipality or local board;
- i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position of a person, group of persons or organization.

OTHER BUSINESS

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

For The Date Range From 4/01/25 To 4/30/25

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

Cheque # / eCheque ID	Type	Date	Vendor	Name	Amount	Status
26672	C	4/08/25	770	Foothill Industries	\$80.65	O
26673	C	4/08/25	673	Marla Toulouse - Clinic Petty Cash	\$2.95	O
26674	C	4/08/25	38	Minister of Finance - Policing	\$62,371.44	O
26675	C	4/08/25	1	NORTH SHORE FIREFIGHTER CHALLENGE ASSOCIATION	\$600.00	O
26676	C	4/08/25	734	Poirier's Clover Farm	\$26.76	O
26677	C	4/08/25	51	Sonnenburg Rona Building Centre	\$1,043.95	O
26678	C	4/08/25	315	Staples Business Advantage	\$553.17	O
26679	C	4/22/25	99	Leslie Gamble - refund CR on tax acct	\$1,431.47	O
26680	C	4/22/25	35	Massey Home Hardware	\$716.45	O
26681	C	4/22/25	315	Staples Business Advantage	\$695.00	O
26682	C	4/29/25	1	AVA CURRIE - donation	\$2,000.00	O
26683	C	4/29/25	558	Fraternal Order of Eagles - Aerie 4269 - Prop to Rebate	\$605.07	O
26684	C	4/29/25	192	Intact Public Entities Inc - Deductible	\$3,462.92	O
26685	C	4/29/25	174	Rainbow District School Board - scholarships	\$500.00	O
6381	E	4/08/25	667	881683 Ontario Inc.	\$169.50	O
6382	E	4/08/25	305	Around & About	\$1,375.08	O
6383	E	4/08/25	665	Univerus Software Canada	\$2,023.42	O
6384	E	4/08/25	730	Brandt Tractor Ltd.	\$3,944.52	O
6385	E	4/08/25	14	Dr. Shiny Rachael Cherian - reimburse cell phone	\$278.62	O
6386	E	4/08/25	113	Culligan	\$85.94	O
6387	E	4/08/25	85	Manitoulin-Sudbury DSSAB	\$63,987.17	O
6388	E	4/08/25	62	Town of Espanola	\$3,229.36	O
6389	E	4/08/25	88	Federation of Northern Ontario Municipalities	\$231.52	O
6390	E	4/08/25	642	Gallagher Benefit Services Group, Inc.	\$2,135.70	O
6391	E	4/08/25	23	Dr. Allan Garland - reimburse cell phone	\$186.45	O
6392	E	4/08/25	24	Garnet's Rental	\$4,021.67	O
6393	E	4/08/25	49	GFL Environmental Inc.	\$29,219.83	O
6394	E	4/08/25	849	HAROLD CRABS - refund candidate deposit	\$100.00	O
6395	E	4/08/25	26	Huron Central Railway M2142	\$1,097.00	O
6396	E	4/08/25	29	Janeway PharmaChoice	\$79.77	O
6397	E	4/08/25	704	John Van Norman	\$588.00	O
6398	E	4/08/25	557	K. Smart Associates Limited	\$1,148.36	O
6399	E	4/08/25	37	McDougall Energy	\$7,256.69	O
6400	E	4/08/25	140	Medline Canada, Corporation	\$2,222.90	O
6401	E	4/08/25	566	Meier Construction Ltd	\$3,865.52	O

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

Cheque # / eCheque ID	Type	Date	Vendor	Name	Amount	Status
6402	E	4/08/25	176	Morris Sanftenberg Construction	\$4,814.60	O
6403	E	4/08/25	73	Municipal Property Assessment Corp	\$17,434.84	O
6404	E	4/08/25	65	NAPA Espanola	\$1,040.91	O
6405	E	4/08/25	79	Northern Communications	\$916.44	O
6406	E	4/08/25	42	Northern Uniform Service	\$179.01	O
6407	E	4/08/25	544	N-two Medical Inc.	\$171.02	O
6408	E	4/08/25	552	OMERS	\$19,803.82	O
6409	E	4/08/25	620	PINCHIN Ltd.	\$7,910.00	O
6410	E	4/08/25	84	Public Health Sudbury & Districts	\$16,211.15	O
6411	E	4/08/25	47	Purolator Courier	\$84.59	O
6412	E	4/08/25	705	RICOH	\$303.08	O
6413	E	4/08/25	432	Testmark Laboratories Ltd.	\$90.40	O
6414	E	4/08/25	66	USTI Canada Inc.	\$16.90	O
6415	E	4/08/25	124	Wat Supplies	\$533.16	O
6416	E	4/08/25	301	Anne Whalen - M. Leage - Reimburse for office purchases	\$260.03	O
6417	E	4/22/25	878	7Bells Welding & Mechanical Services Ltd	\$2,573.59	O
6418	E	4/22/25	896	Barbara Marsh - Bartender	\$34.40	O
6419	E	4/22/25	730	Brandt Tractor Ltd.	\$7,671.77	O
6420	E	4/22/25	899	David Moncion - work boots	\$120.00	O
6421	E	4/22/25	247	North Bay Hydro	\$413.24	O
6422	E	4/22/25	752	J.L. Richards & Associates Limited	\$852.45	O
6423	E	4/22/25	840	Larissa Toulouse - Bartender	\$120.40	O
6424	E	4/22/25	37	McDougall Energy	\$7,656.53	O
6425	E	4/22/25	65	NAPA Espanola	\$1,086.43	O
6426	E	4/22/25	1	Nicole and Vincent Sweeney - reimburse CR on prop tax accl	\$5,500.00	O
6427	E	4/22/25	42	Northern Uniform Service	\$109.26	O
6428	E	4/22/25	544	N-two Medical Inc.	\$28.19	O
6429	E	4/22/25	81	O.J. Graphix Inc.	\$511.16	O
6430	E	4/22/25	193	Ontario Clean Water Agency	\$1,408.09	O
6431	E	4/22/25	619	Phoenix Emergency Management Logic	\$3,531.25	O
6432	E	4/22/25	171	PSD Citywide Inc.	\$593.25	O
6433	E	4/22/25	905	Reliable Maintenance Products	\$284.70	O
6434	E	4/22/25	792	Shea Construction	\$5,424.00	O
6435	E	4/22/25	703	Susie Gross	\$150.00	O
6436	E	4/22/25	587	TELUS Health Solutions	\$1,708.56	O

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Cheque # / eCheque ID	Type	Date	Vendor	Name	Amount	Status
6437	E	4/29/25	22	Espanola Regional Hydro	\$18,402.69	O
6438	E	4/29/25	846	Jeff Lapierre	\$105.00	O
6439	E	4/29/25	74	Sables-Spanish Rivers Public Library Board	\$124,067.50	O
6440	E	4/29/25	555	Lynda Goodchild	\$723.20	O
6441	E	4/29/25	673	Marla Toulouse	\$136.35	O
6442	E	4/29/25	251	Massey Area Museum	\$13,828.30	O
6443	E	4/29/25	904	Paige Perron	\$863.65	O
6444	E	4/29/25	86	Sun Life Assurance Company	\$11,774.47	O
Bell Canada	E	4/08/25	10	Bell Canada	\$842.24	O
Bell Canada	E	4/22/25	10	Bell Canada	\$119.78	O
Bell Canada	E	4/29/25	10	Bell Canada	\$91.53	O
Bell Mobility	E	4/08/25	11	Bell Mobility	\$116.14	O
Brandt Tractor Ltd.	E	4/15/25	730	Brandt Tractor Ltd.	\$2,800.86	O
EASTLINK	E	4/22/25	520	EASTLINK	\$817.08	O
Hydro One	E	4/08/25	71	Hydro One	\$1,656.66	O
Hydro One	E	4/22/25	71	Hydro One	\$3,138.40	O
Minister of Finance - EHT	E	4/07/25	6	Minister of Finance - EHT	\$2,783.63	O
Ontario Clean Water Agency	E	4/10/25	193	Ontario Clean Water Agency	\$23,407.08	O
Receiver General	E	4/07/25	4	Receiver General	\$20,125.38	O
Receiver General	E	4/17/25	4	Receiver General	\$18,685.50	O
Royal Bank - GFS Service Centre	E	4/07/25	52	Royal Bank - GFS Service Centre	\$331.76	O

Cleared \$0.00

Outstanding \$555,701.27

Void \$0.00



MINUTES – THIRD MEETING
BOARD OF HEALTH
PUBLIC HEALTH SUDBURY & DISTRICTS
BOARDROOM, SECOND FLOOR
THURSDAY, APRIL 17, 2025 – 1:30 P.M.

BOARD MEMBERS PRESENT

Robert Barclay
Michel Brabant
Natalie Labbé

Ken Noland
Michel Parent
Mark Signoretti

Natalie Tessier

BOARD MEMBERS REGRET

Ryan Anderson
Renée Carrier

Abdullah Masood
Amy Mazey

STAFF MEMBERS PRESENT

Kathy Dokis
Stacey Gilbeau
Emily Groot

M. Mustafa Hirji
Sandra Laclé
Stacey Laforest

Rachel Quesnel
Renée St Onge

M. SIGNORETTI PRESIDING

1. CALL TO ORDER AND TERRITORIAL ACKNOWLEDGMENT

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

The Board Chair recognized Public Health Sudbury & Districts staff for attending and presenting at the City of Greater Sudbury's Mayor's Special Community Safety and Well-Being Council meeting on April 15, 2025.

- Letter from the LaCloche Foothills Municipal Association to the Board of Health Chair re resignation of Guy Despatie dated March 11, 2025
 - Thank you letter to Guy Despatie from the Board of Health Chair dated March 14, 2025
- City of Greater Sudbury appointee, N. Labbé was welcomed to her first Board of Health meeting.

On behalf of the Board, thanks was extended to Guy Despatie for his valuable contributions to the Board of Health over the past two years. It was shared that Amy Mazey has been

appointed by the LaCloche Foothills Municipal Association to replace Guy Despatie. She is the Mayor of the Township of Nairn and Hyman. Amy could not attend today's Board of Health meeting and the Board looks forward to meeting her at the May 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. DELEGATION/PRESENTATION

i) Oral Health Program

- Stephanie Meyer, Manager, Health Promotion and Vaccine Preventable Diseases Division
- Jodi Maki, Health Promoter, Health Promotion and Vaccine Preventable Diseases Division

S. Meyer and J. Maki were introduced and, in recognition of Oral Health Month, invited to provide an update on Public Health Sudbury & Districts oral health programs, including plans and priorities for 2025.

J. Maki provided an overview of the oral health programs mandated by the Ontario Public Health Standards including school screening, Healthy Smiles Ontario as well as programming related to community water fluoridation and the Ontario Seniors Dental Care Program. Priorities for 2025 for children and youth include increasing access to preventive service especially in the districts, increasing Indigenous engagement, exploring upstream approaches to promote oral health and preventing early childhood caries. It was noted that much of this work will focus on children under six.

S. Meyer presented on the Ontario Seniors Dental Care Program that provides comprehensive dental care services to eligible low-income seniors through provincially funded dental clinics. The overall goal of the program is to reduce inequities in oral health by increasing access to dental care for seniors with low-income. Priorities for the seniors' program in 2025 will include continuing to recruit dental providers for the senior's dental program, with a focus on the districts. Aside from Chapleau, residents in the districts must travel to Sudbury for services. Ideally, we would like to partner with additional dentists in areas such as Manitoulin Island and Sudbury East to expand access in these areas. The Oral Health team will also be exploring opportunities to increase access to preventive care for seniors in long-term care facilities or who are homebound.

Questions and comments were entertained and discussion held regarding fluoridation options for residents who have private water wells, recruitment challenges of dental providers and reimbursement rate for the Ontario Seniors Dental Care Program.

The presenters were thanked for their presentation.

ii) 2024 Year-In Review

- Stacey Gilbeau, Director, Health Promotion and Vaccine Preventable Diseases Division and Chief Nursing Officer
- Stacey Laforest, Director, Health Protection Division
- Kathy Dokis, Director, Indigenous Public Health
- M. Mustafa Hirji, Acting Medical Officer of Health and Chief Executive Officer

M.M. Hirji noted that historically, on an annual basis, the program directors provided an overview of the previous year's work of Public Health Sudbury & Districts through a year-in review presentation and statistical report, that delved into the scope and breadth of the work organized according to the divisional programs and services, but with only limited depth given the volume presented. In a shift to produce a report that will be more engaging to the public and better explain what Public Health does, Dr. Hirji outlined that this year's presentation focuses on four key areas of work from 2024 and a deeper dive into these program areas:

- Indigenous Engagement - Creating more space for Indigenous voices
- Outbreaks and Vaccine Preventable Diseases - Resurging infections—protecting you and your loved ones
- Oral Health - Supporting healthy smiles at every age
- Substance Use - The toxic drug crisis

K. Dokis recapped Public Health Sudbury & Districts journey which began a few years ago with building cultural competencies, leading to the next step of building deeper engagement with Indigenous persons and communities and changing how we deliver some services. This includes having Indigenous voices present at all decision-making levels, integrating Indigenous considerations into our program planning, and preparing for the *Unlearning and Undoing White Supremacy and Racism* project. Moving forward in 2025, focus will include on Indigenous representation on the Board of Health, the launch of the *Unlearning Club*, working on an Indigenous data sovereignty strategy and engaging with and building stronger relationships by collaborating with the Maamwesying Ontario Health Team. With increased capacity and more Indigenous representation within decision-making processes, Indigenous Public Health is poised for greater impact moving forward. We will continue to prioritize relationships, community-driven strategies, and partnerships to ensure our work is culturally relevant and effective in addressing health disparities.

S. Laforest presented the important work that has been undertaken in 2024 to prevent illness, protect clients during a time of rising infections and to mitigate risks of outbreaks. The number of outbreaks and infections that Public Health staff responded to in 2024 were outlined to have been much larger than historically. Also described were the partner collaborations that were undertaken, contact tracing, and managing and mitigating risk of avian flu through careful planning, preparedness initiatives, and active surveillance. It was reiterated that the vaccine preventable diseases program has become increasingly complex with the introduction of new vaccine programs, changing provincial expectations and requirements and funding for COVID-19 vaccine administration and COVID-19 cold chain responsibilities. There has also been an increase in vaccine hesitancy and misinformation. Achieving and maintaining high immunization coverage is essential for effective prevention and control of vaccine preventable diseases and allows Public Health to minimize the risk of outbreaks throughout its service area. It was concluded that vaccination remains the best protection against vaccine preventable diseases and actively contributes to the agency's vision of creating healthier communities for all.

Stacey Gilbeau described the work that was undertaken in 2024 to support healthy smiles at every age, including school screenings, seniors dental care and early prevention. Areas of focus for 2025 will include exploring ways to increase access; preventative services; increasing engagement and supporting Public Health's district offices. S. Gilbeau also presented on the toxic drug crisis noting it is a complex issue requiring complex solutions. Public Health continued its efforts in 2024 to decrease barriers, address stigma, and increase public awareness and education surrounding substance use and the work undertaken was summarized. For 2025, one focus will be to adopt the Icelandic Prevention Model, called Planet Youth, for youth prevention bringing together parents, guardians, teachers, sporting centres, and other community organizations. We will continue to work with community partners on harm reduction efforts, supporting people who use substances and move forward with some of the top priorities from the Greater Sudbury Summit on Toxic Drugs.

M.M. Hirji thanked the directors for providing four unique stories from 2024 showcasing Public Health Sudbury & Districts efforts to advance population health and address local needs by working with partners with shared goals and investing in impactful client-driven programs and services.

The recorded presentation will be available on phsd.ca for the broader public to hold ourselves accountable and elements will also be shared via social media.

Comments and questions were entertained relating to publicly funded vaccinations as well as the local public health preparedness for future pandemics. The Board was reminded of

[motion 08-25](#) from January 2025 endorsing the recommendations of the Walport Report and support for continued focus on Public Health Emergency and Pandemic Preparedness.

The presenters were thanked.

5. CONSENT AGENDA

- i) **Minutes of Previous Meeting**
 - a. First Meeting – February 20, 2025
- ii) **Business Arising from Minutes**
- iii) **Report of Standing Committees**
- iv) **Report of the Medical Officer of Health/Chief Executive Officer**
 - a. MOH/CEO Report, April 2025
- v) **Correspondence**
 - a. Animal Bite Prevention Strategies
 - Motion from Windsor-Essex County Board of Health dated February 6, 2025
 - b. Rabies Prevention
 - Motion from Windsor-Essex County Board of Health dated December 5, 2024
 - c. Addressing Household Food Insecurity
 - Motion from Windsor-Essex County Board of Health dated December 5, 2024
 - d. Intimate Partner/Gender Based Violence
 - Motion from Windsor-Essex County Board of Health dated December 5, 2024
- vi) **Items of Information**
 - a. Statement from the Chief Medical Officer of Health March 14, 2025
 - b. City of Greater Sudbury News Release
Board of Health Seeking Indigenous Representative March 5, 2025

Questions were entertained and updates were provided regarding the Electronic Medical Records (EMR) project, the sunsetting of the Growing Family Health Clinic and the Snapshot of Infectious Diseases for 2024.

18-25 APPROVAL OF CONSENT AGENDA

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

CARRIED

6. NEW BUSINESS

i) Association of Local Public Health Agencies (alPHa)

- a. alPHa's 2025 Conference and Annual General Meeting (AGM), June 18-20, 2025
 - Pre-Notice to Members of 2025 Annual General Meeting
 - Draft Conference Program
 - Mobile Workshops Poster
 - Call for Resolutions and for 2025 Distinguished Service Awards

M.M. Hirji noted that the 2025 alPHa Conference and AGM materials are for the Board's information at this time. The Conference and AGM is held annually in June providing educational and networking opportunities relating to current public health topics. This year's conference will cover topics such as Fostering Understanding, Reconciliation, and Indigenous Connection; Connecting Ontarians to Primary Care; and Navigating Ontario's Political Landscape in Challenging Times.

Any Board of Health member interested in attending is asked to advise R. Quesnel who will complete registrations and confirm accommodation.

- b. alPHa Board of Directors North East Representative
 - Call for Board of Health Nominations to alPHa Board of Directors
 - Email from alPHa dated April 9, 2025

M.M. Hirji shared that the alPHa Board of Directors membership includes five Board of Health Section (BOH) representatives from each of these four regions: North East, Central East, North West, Central West, and Toronto. Our former Board Chair, René Lapierre, was the North East regional representative on the alPHa Board of Directors and that seat is now vacant for a two-year term. An election to determine the representatives will be held at the alPHa BOH Section Zoom meeting on Tuesday, May 6 at 2 p.m. for the sole purpose of electing regional representatives. All Board of Health members are invited to participate and vote.

M. Signoretti indicated that Public Health Sudbury & Districts Board of Health member, Robert Barclay, has indicated an interest in putting his name forward for the North East representative on the alPHa Board.

In order for Robert to stand for consideration for the appointment to the alPHa Board of Directors, a Board motion is required to endorse his nomination. The motion along with a completed form of Nomination and Consent and Robert's bio would be submitted to alPHa.

Board members were encouraged to participate and vote at the May 6 alPHa Zoom meeting. Members are asked to let R. Quesnel know as she will register everyone by the April 22 registration deadline.

19-25 NOMINATION TO THE ASSOCIATION OF LOCAL PUBLIC HEALTH AGENCIES (ALPHA) BOARD OF DIRECTORS FOR THE NORTH EAST REGION

MOVED BY TESSIER – BRABANT: WHEREAS alPHa is accepting nominations for a North East representative on the alPHa Board of Directors for a two-year term from June 2025 to June 2027;

THAT the Board of Health for Public Health Sudbury & Districts supports the nomination of Robert Barclay, Board of Health member for Public Health Sudbury & Districts, as a North East candidate for election to the alPHa Board of Directors and to the Boards of Health Section Executive Committee for the June 2025 to June 2027 term.

CARRIED

**ii) Association of Local Public Health Agencies (alPHa) Annual General Meeting
Resolution: Advocating for Indigenous Representation on Boards of Health**

- Briefing Note from the Acting Medical Officer of Health to the Board of Health Chair for Public Health Sudbury & Districts dated April 10, 2025
 - Draft Briefing Note to the alPHa Chair, Board of Directors
 - Draft Resolution for alPHa Annual General Meeting and Resolution Session

M.M. Hirji indicated that alPHa members are invited to submit Resolutions for consideration at the 2025 alPHa Annual General Meeting & Resolutions Session. There will be a special session to consider Resolutions on June 19, 2025, immediately following the Annual General Meeting portion of the Annual Conference.

In line with the Public Health Sudbury & Districts Governance ReconciliAction Framework and Board of Health's [motion 41-24](#), it is recommended that Public Health Sudbury & Districts sponsors a resolution for alPHa to adopt a position that an Indigenous member be included on all boards of health across Ontario.

Without Indigenous representation in public health decision-making, health disparities may persist, and public health initiatives may fail to address the unique needs of Indigenous communities. Excluding Indigenous voices could erode trust in public health efforts. Prioritizing Indigenous representation supports more equitable, culturally relevant health outcomes and aligns with national reconciliation efforts.

The sample Briefing Note and resolution that would be submitted to alPHa are included in the agenda package.

Comments and questions were entertained. Consensus was reached for the proposed friendly amendment in the first motion clause: *WHEREAS the Board of Health for Public Health Sudbury & Districts is committed to ensuring all people in its service area, including Indigenous peoples and communities, have equal opportunities for health; and,*

20-25 ADVOCATING FOR INDIGENOUS REPRESENTATION ON BOARDS OF HEALTH

MOVED BY PARENT – LABBÉE: WHEREAS the Board of Health for Public Health Sudbury & Districts is committed to ensuring all people in its service area have equal opportunities for health; and,

WHEREAS Indigenous representation in decision-making is crucial to ensuring that public health policies reflect the self-determined aspirations of Indigenous peoples and address their health priorities; and

WHEREAS the Indigenous Engagement Governance ReconciliAction Framework calls for a commitment to promote the selection of Indigenous municipal and provincial appointees to the Board of Health; and,

WHEREAS on June 20, 2024, the Board of Health passed [Motion #41-24](#): Calling for the Selection of Indigenous Municipal and Provincial Appointees for Board of Health for Public Health Sudbury & Districts; and,

WHEREAS in December 2024, the Board of Health prepared and sent advocacy letters to the Province and local municipalities, while also engaging with local First Nations and Aboriginal Health Access Centres to support this initiative;

THEREFORE BE IT RESOLVED THAT the Board of Health support the Association of Local Public Health Agencies adopting a position statement that Indigenous persons be included on all boards of health.

CARRIED UNANIMOUSLY

7. ADDENDUM

21-25 ADDENDUM

MOVED BY BARCLAY – BRABANT: THAT this Board of Health deals with the items on the Addendum.

CARRIED

DECLARATIONS OF CONFLICT OF INTEREST

There were no declarations of conflict of interest.

i) Drug Toxicity Crisis in Greater Sudbury

- Letter from the Greater Sudbury Police Service Board to the Minister of Health dated April 16, 2025

A copy of a letter, received from the Greater Sudbury Police Services Board (GSPS), addressed to the Minister of Health, is advocating for funding and resources to meaningfully address and end the Toxic Drug Crisis in Sudbury. The advocacy letter aligns

with our [Board Motion #39-23: Drug/Opioid Crisis Leadership Summit](#). The letter from the GSPS Board is shared for information.

8. IN CAMERA

22-25 IN CAMERA

MOVED BY TESSIER – LABBÉE: THAT this Board of Health goes in camera to deal with information explicitly supplied in confidence to the local board by Canada, a province or territory or a Crown agency of any of them.

Time: 2:57 p.m.

CARRIED

9. RISE AND REPORT

23-25 RISE AND REPORT

MOVED BY BARCLAY– BRABANT: THAT this Board of Health rises and reports.

Time: 3:15 p.m.

CARRIED

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

24-25 APPROVAL OF BOARD OF HEALTH INCAMERA MEETING NOTES

MOVED BY NOLAND – LABBÉE: THAT this Board of Health approve the meeting notes of the November 21, 2024, Board in-camera meeting and that these remain confidential and restricted from public disclosure in accordance with exemptions provided in the Municipal Freedom of Information and Protection of Privacy Act.

CARRIED

10. ANNOUNCEMENTS

Board members are encouraged to register for and attend the May 6 alpha voting session and support Robert Barclay's nomination as the North East representative on the alpha Board of Directors.

Board members are encouraged to complete the April 17, 2025, Board of Health meeting evaluation following today's meeting.

In the spirit of the Workplace Health, Safety and Wellness month and the alpha's Workplace Health and Wellness challenge to get moving, N. Labbée offered to provide a cardio drumming class at the Older Adult Centre in Sudbury.

Following today's meeting, Board members are invited to participate in the first Board of Health session of the Unlearning Club.

The next regular Board meeting will be held on May 15, 2025, at 1:30 p.m. A Board of Health group photo is planned for that meeting, so in-person attendance is strongly encouraged. Board members are asked to arrive at 12:20 p.m. on May 15, 2025.

11. ADJOURNMENT

25-25 ADJOURNMENT

MOVED BY PARENT – NOLAN: THAT we do now adjourn. Time: 3:19 p.m.

CARRIED

(Chair)

(Secretary)

WALFORD COMMUNITY CENTRE BOARD

REGULAR MEETING

May 1, 2025

PRESENT: Cheryl Phillips, Jean Wuorinen, Julie Vuorensyrja, Theresa Minten, Pierrette Gervais, Ellen Phillips

ABSENT: Stanley Phillips, Robert Hopkins, Jewel Sanftenberg, Austin Clipperton, Pauline Zarichney, Donna McInnis

Motion No. 2025-09

Moved by: Jean Wuorinen

Seconded by: Theresa Minten

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

CARRIED

Motion No. 2025-10

Moved by: Jean Wuorinen

Seconded by: Theresa Minten

BE IT RESOLVED THAT the minutes be approved as read.

CARRIED

Motion No. 2025-11

Moved by: Ellen Phillips

Seconded by: Jean Wuorinen

BE IT RESOLVED THAT we accept the following nominations to the Walford Community Centre Board for 2025 (Seniors and Fire Dept still outstanding)

Organization	Representative	Alternate
United Church	Austin Clipperton	
North Shore Anglers and Hunters	Theresa Minten	Pierrette Gervais
Catholic Women's League	Ellen Phillips	Pauline Zarichney
Walford Community Club	Julie Vuorensyrja	Stanley Phillips
Township of the Sables-Spanish Rivers	Cheryl Phillips	

CARRIED

Motion No. 2025-12

Moved by: Theresa Minten

Seconded by: Jean Wuoinen

BE IT RESOLVED THAT the meeting be adjourned until the call of the chair.

CARRIED

Meeting Discussions:

- Hydro was higher during the winter due to increased rentals
- Outdoor lights have been completed
- Garbage bin lock has been replaced due to unauthorized use - Fire Department has requested a key
- Kitchen countertops are scheduled to be installed in July
- Cheryl will look for quotes to paint the main hall

Upcoming events:

May 11 - Community Club & Station 1 Pancake Breakfast

June 14, 21, Aug 3, 9, 16 - Hall rented (funeral, birthdays, meeting)

SECRETARY

CHAIRPERSON

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

BYLAW NUMBER 2025-31

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

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

AND WHEREAS additional funds have been made available under the Office of the Fire Marshal's Fire Protection Grant;

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

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 14th DAY OF MAY, 2025.

READ A THIRD AND FINAL TIME AND PASSED IN OPEN COUNCIL THIS 14th DAY OF MAY, 2025.

MAYOR – K. BURKE

CLERK – A. WHALEN

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the

BETWEEN:

**His Majesty the King in right of Ontario
as represented by the Minister of the Solicitor General**

(the “Province”)

- and -

(the “Recipient”)

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

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

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

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

2.0 CONFLICT OR INCONSISTENCY

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

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

3.0 COUNTERPARTS

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

4.0 AMENDING THE AGREEMENT

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

5.0 ACKNOWLEDGEMENT

5.1 The Recipient acknowledges that:

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

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

SIGNATURE PAGE FOLLOWS

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

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

Date

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

Date

Name:**Title:**

I have authority to bind the Recipient

Date

Name:**Title:**

I have authority to bind the Recipient

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

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

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

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

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

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

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

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

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

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

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

“Funding Year” means:

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

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

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

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

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

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

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

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

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

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

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

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

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

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

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

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

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

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

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

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

A3.0 TERM OF THE AGREEMENT

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

A4.0 FUNDS AND CARRYING OUT THE PROJECT

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

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

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

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

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

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

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

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

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

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

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

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

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

A6.0 CONFLICT OF INTEREST

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

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

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

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

A7.0 REPORTS, ACCOUNTING, AND REVIEW

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

A7.2 Preparation and Submission. The Recipient will:

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

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

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

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

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

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

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

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

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

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

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

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

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

A8.0 COMMUNICATIONS REQUIREMENTS

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

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

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

A9.0 INDEMNITY

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

A10.0 INSURANCE

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

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

A10.2 Proof of Insurance. The Recipient will:

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

A11.0 TERMINATION ON NOTICE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A13.0 FUNDS AT THE END OF A FUNDING YEAR

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

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

A14.0 FUNDS UPON EXPIRY

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

A15.0 DEBT DUE AND PAYMENT

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

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

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

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

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

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

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

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

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

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

A16.0 NOTICE

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

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

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

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

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

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

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

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

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

A18.0 SEVERABILITY OF PROVISIONS

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

A19.0 WAIVER

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

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

A20.0 INDEPENDENT PARTIES

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

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

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

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

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

A22.0 GOVERNING LAW

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

A23.0 FURTHER ASSURANCES

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

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

A24.0 JOINT AND SEVERAL LIABILITY

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

A25.0 RIGHTS AND REMEDIES CUMULATIVE

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

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 Other Agreements. If the Recipient:

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

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

A27.0 SURVIVAL

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

END OF GENERAL TERMS AND CONDITIONS

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

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

Additional Provisions:

None

SCHEDULE “C” PROJECT

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

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

The Ministry has identified four categories of eligibility:

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

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

SCHEDULE "D"

BUDGET

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

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

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

SCHEDULE “E” PAYMENT PLAN

E.1 MAXIMUM FUNDS

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

E.2 PAYMENT SCHEDULE

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

SCHEDULE “F” REPORTS

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

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



599 Imperial St. North, PO BOX 728 Massey, ON
P0P 1P0
www.masseyfair.ca
office@masseyfair.ca

Sables Spanish Rivers Township,

I hope this message finds you well. I am reaching out on behalf of the Massey Agricultural Society to request an exemption from the Noise Bylaw for our upcoming events in May and August. If this request falls outside your department, I would greatly appreciate it if you could forward it to the correct staff.

We are seeking an exemption from the Noise Bylaw for the following dates:

- **Friday, August 22:** Truck pull competition (evening)
- **Saturday, August 23:** Mud bog competition
- **Sunday, August 24:** Demolition derby competition

Additionally, a midway will be onsite from Thursday, August 21, through Sunday, August 24, and live stage performances will occur throughout the weekend. These events will require an exemption from sections 5, 8, 10, 11, and 12 of the Noise Bylaw. We also respectfully request that the fee for the Noise By-Law application be waived.

Furthermore, we are requesting your support for our applications for Special Occasion Permits for the following events:

1. **Saturday, May 24** – Spring Fair
2. **Friday, August 22, Saturday, August 23, and Sunday, August 24** – Massey Fair

As part of the application process for these permits, we are required to provide proof that these events are of Municipal significance. Your support in this matter would be greatly appreciated.

If you require any additional information or documentation, please do not hesitate to contact me. Thank you in advance for your attention to these requests, and we look forward to your response.

Sincerely,

Lindsey Cada-Tremblay
President - Massey Agricultural Society

Township of Sables-Spanish Rivers
COUNCIL REPORT



COUNCIL MEETING: May 14, 2025
AGENDA GROUP: A
DEPARTMENT: FINANCE
AUTHOR: RUTH CLARE, TREASURER
SUBJECT: Applications under Section 357/358 of the Municipal Act,
2001 for reduction in property taxes

BACKGROUND:

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

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

Applications under Section 357 for 2024 and 2025 were received. The reason for each application is noted in the attached schedule. MPAC has provided the necessary assessment adjustments for these applications.

RELATED POLICY:

The Municipal Act

STRATEGIC PLAN:

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

BUDGET IMPLICATION:

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

RECOMMENDATION(S)/OPTIONS:

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

ATTACHMENTS:

Schedule – Section 357 Adjustments
Section 357 application TSSR-2025-01; 52-18-000-010-11500-0000 (2025)
Section 357 application TSSR-2025-02; 52-18-000-010-24000-0000 (2024)
Section 357 application TSSR-2025-03; 52-18-000-010-24000-0000 (2025)

Schedule - Section 357 Adjustments
For 2024 & 2025

Roll #	Year	Tax Adjustment	Reason
010-24000	2024	\$371.05	Classification change
010-24000	2025	\$372.91	Classification change
010-11500	2025	\$1,359.00	Residence razed by fire

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

Application/Appeal #: <u>TSR-2025-01</u>
Taxation Year: <u>2025</u>

Municipality: Township of Sables-Spanish Rivers Roll Number: 52-18-000-010-115-00
 Property Address: 35 YOUNG ST Applicant Name: SUSAN LACASSE
 Owner Name: SUSAN & KYLE LACASSE Contact Number: 705-988-4517
 Mailing Address: BOX 252 Alternative Number: _____
WEBBWOOD, ON P0P260 Email Address: S-lacasse@hotmail.com

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

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

Details of Reason for s357, s358 or s359 application: RESIDENCE DESTROYED BY FIRE

Effective from: 01/01/25 to 12/31/25 Applicant Signature: Susan Lacasse Date: 01/07/25
 (MM/DD/YY) (MM/DD/YY)

ASSESSMENT REPORT: MUNICIPALITY				TREASURER'S RECOMMENDATION TO COUNCIL				
Assessment Roll As Returned		Revised Since Roll Return <input type="checkbox"/> Enter Revisions Below		Assessment Report School Bd: <input type="checkbox"/> Eng <input type="checkbox"/> Fr <input type="checkbox"/> Other <input type="checkbox"/> No Change in Assessment <input type="checkbox"/> S357 Required for Next Year				
RTC/RTQ	2012 Base-year CVA	2016 Base-year CVA	Current Phased Assessment	Revised RTC/RTQ	Revised 2005 Base-year CVA	Revised 2008 Base-year CVA	Revised Current Phased Assessment	Change to Current Phased Assessment
<u>RTEP</u>	<u>77,000</u>	<u>90,000</u>	<u>90,000</u>					
Revised:				Reason for Change: _____ _____ _____				
Reason Original Assessment Revised: _____								

TREASURER'S REPORT ON TAX LIABILITY								
RTC/RTQ	Taxable Assessment Reduction	Tax Rate	Days / Months	Tax Adjustment		Original Levy		
<u>RTEP</u>	<u>-82,000</u>	<u>1.657324</u>	<u>365</u>	<u>1,359</u>	<u>00</u>	<u>1,491</u>	<u>59</u>	

Recommended : ☐ No Adjustment ☒ Adjustment ☐ Cancellation ☐ Refund Total Amount \$1,359.00

Comments: _____

Treasury Position: TREASURER Signature: RC Law Date: 01/28/25

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

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

Reason: _____

Appeared for Applicant: _____ Appeared for Municipality: _____

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

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

MPAC's RESPONSE

Owner name(s)	LACASSE, KYLE LACASSE, SUSAN
Roll number	5218-000-010-11500-0000
Property location	35 YOUNG ST
Property description	M6 LOT 2 PCL 773
Municipality/Local taxing authority	SABLES-SPANISH RIVERS TOWNSHIP
Application number	TSSR-2025-01
Application reason	Demolition/Razed by Fire
Received date	March 11, 2025
Claim relief period	From: January 01, 2025 - To: December 31, 2025
Taxation year	2025

Current Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020-2025
OWNR RU R T	77,000	90,000	80,250	83,500	86,750	90,000
Total	77,000	90,000	80,250	83,500	86,750	90,000

Change to the Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020-2025
OWNR RU R T	6,844	8,000	7,133	7,422	7,711	8,000
Total	6,844	8,000	7,133	7,422	7,711	8,000

MPAC Remarks

Notional value of the structures (single family detached dwelling and detached garage), to which this application pertains, on the assessment roll for 2025 taxation is \$82,000. The use of the notional value provided rests solely with the municipality/local taxing authority and not with the Municipal Property Assessment Corporation.

Uploaded 3/11/25

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

Application/Appeal #: <u>T35R-2025-02</u>
Taxation Year: 2024

Municipality:	<u>Township of Sables-Spanish Rivers</u>	Roll Number:	<u>5 2 - 1 8 - 0 0 0 - 0 1 0 - 2 4 0 - 0 0</u>
Property Address:	<u>47 MAIN ST. WEBBWOOD, ON</u>	Applicant Name:	<u>MIGUEL LEDUCCI</u>
Owner Name:	<u>MIGUEL LEDUCCI</u>	Contact Number:	<u>705-662-6132</u>
Mailing Address:	<u>PO BOX 114, 45 MAIN ST.</u>	Alternative Number:	<u></u>
	<u>WEBBWOOD, ON P0P 2G0</u>	Email Address:	<u>miguel_leducci@hotmail.com</u>

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

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

Details of Reason for s357, s358 or s359 application: No longer has a commercial operation on the property.


Effective from: 0 1 / 0 1 / 2 4 to 1 2 / 3 1 / 2 4 Applicant Signature:  Date: 03/27/25
(MM/DD/YY) (MM/DD/YY)

ASSESSMENT REPORT: MUNICIPALITY				TREASURER'S RECOMMENDATION TO COUNCIL				
Assessment Roll As Returned		Revised Since Roll Return <input type="checkbox"/> Enter Revisions Below		Assessment Report School Bd: <input type="checkbox"/> Eng <input type="checkbox"/> Fr <input type="checkbox"/> Other <input type="checkbox"/> No Change in Assessment <input type="checkbox"/> S357 Required for Next Year				
RTC/RTQ	2012 Base-year CVA	2016 Base-year CVA	Current Phased Assessment	Revised RTC/RTQ	Revised 2005 Base-year CVA	Revised 2008 Base-year CVA	Revised Current Phased Assessment	Change to Current Phased Assessment
CTN	35,000	42,500	42,500					
RT EP	43,000	66,500	66,500					
Revised:				Reason for Change: _____ _____ _____				
Reason Original Assessment Revised: _____								

TREASURER'S REPORT ON TAX LIABILITY								
RTC/RTQ	Taxable Assessment Reduction	Tax Rate	Days / Months	Tax Adjustment	Original Levy			
CTN	-42,500	2.48656	365	(1,056 79)	1,056	79		
RTEP	+42,500	1.613509	365	685 74	1,072	99		

Recommended : ☐ No Adjustment ☒ Adjustment ☐ Cancellation ☐ Refund Total Amount \$371.05

Comments: _____

Treasury Position: TREASURER Signature:  Date: 04/28/25

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

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

Reason: _____

Appeared for Applicant: _____ Appeared for Municipality: _____

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

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

MPAC's RESPONSE

Owner name(s)	LEDUCCI, MIGUEL
Roll number	5218-000-010-24000-0000
Property location	47 MAIN ST
Property description	M14 LOT 37 PCL 15334
Municipality/Local taxing authority	SABLES-SPANISH RIVERS TOWNSHIP
Application number	TSSR-2025-02
Application reason	Classification Change
Received date	March 11, 2025
Claim relief period	From: January 01, 2024 - To: December 31, 2024
Taxation year	2024

Current Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020-2025
OWNR COM C T	35,000	42,500	36,875	38,750	40,625	42,500
OWNR RU R T	43,000	66,500	48,875	54,750	60,625	66,500
Total	78,000	109,000	85,750	93,500	101,250	109,000

Change to the Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020-2025
OWNR RU R T	70,481	109,000	80,111	89,741	99,370	109,000
Total	70,481	109,000	80,111	89,741	99,370	109,000

MPAC Remarks

2024 Tax Application. The area of the structure that was once operated as a restaurant is now an extension of the structure's residential living area. Commercial Classification removed and Residential Classification remains.

Uploaded 3/11/25

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

Application/Appeal #: <u>T55K-2025-03</u>
Taxation Year: 2025

Municipality:	<u>Township of Sables-Spanish Rivers</u>	Roll Number:	<u>5 2 - 1 8 - 0 0 0 - 0 1 0 - 2 4 0 - 0 0</u>
Property Address:	<u>47 MAIN ST. WEBBWOOD, ON</u>	Applicant Name:	<u>MIGUEL LEDUCCI</u>
Owner Name:	<u>MIGUEL LEDUCCI</u>	Contact Number:	<u>705-662-6132</u>
Mailing Address:	<u>PO BOX 114, 45 MAIN ST.</u>	Alternative Number:	<u></u>
	<u>WEBBWOOD, ON P0P 2G0</u>	Email Address:	<u>miguel_leducci@hotmail.com</u>

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

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

Details of Reason for s357, s358 or s359 application: No longer has a commercial operation on the property.

Effective from: 0 1 / 0 1 / 2 5 to 1 2 / 3 1 / 2 5 Applicant Signature: [Signature] Date: 02/27/25
(MM/DD/YY) (MM/DD/YY)

ASSESSMENT REPORT: MUNICIPALITY				TREASURER'S RECOMMENDATION TO COUNCIL				
Assessment Roll As Returned		Revised Since Roll Return <input type="checkbox"/> Enter Revisions Below		Assessment Report School Bd: <input type="checkbox"/> Eng <input type="checkbox"/> Fr <input type="checkbox"/> Other <input type="checkbox"/> No Change in Assessment <input type="checkbox"/> S357 Required for Next Year				
RTC/RTQ	2012 Base-year CVA	2016 Base-year CVA	Current Phased Assessment	Revised RTC/RTQ	Revised 2005 Base-year CVA	Revised 2008 Base-year CVA	Revised Current Phased Assessment	Change to Current Phased Assessment
CTN	35,000	42,500	42,500					
RT EP	43,000	66,500	66,500					
Revised:				Reason for Change: _____ _____ _____				
Reason Original Assessment Revised: _____								

TREASURER'S REPORT ON TAX LIABILITY							
RTC/RTQ	Taxable Assessment Reduction	Tax Rate	Days / Months	Tax Adjustment	Original Levy		
CTN	-42,500	2.534756	365	(1,077 27)	1,077	27	
RTEP	+42,500	1.657324	365	704 36			

Recommended : ☐ No Adjustment ☒ Adjustment ☐ Cancellation ☐ Refund Total Amount \$372.91

Comments: _____

Treasury Position: TREASURER Signature: [Signature] Date: 04/28/25

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

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

Reason: _____

Appeared for Applicant: _____ Appeared for Municipality: _____

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

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

MPAC's RESPONSE

Owner name(s)	LEDUCCI, MIGUEL
Roll number	5218-000-010-24000-0000
Property location	47 MAIN ST
Property description	M14 LOT 37 PCL 15334
Municipality/Local taxing authority	SABLES-SPANISH RIVERS TOWNSHIP
Application number	TSSR-2025-03
Application reason	Classification Change
Received date	March 11, 2025
Claim relief period	From: January 01, 2025 - To: December 31, 2025
Taxation year	2025

Current Property Assessment

	2012	2016	Phase-In Assessment for Taxation Years			
Property Classification	Assessed Value	Assessed Value	2017	2018	2019	2020-2025
OWNR COM C T	35,000	42,500	36,875	38,750	40,625	42,500
OWNR RU R T	43,000	66,500	48,875	54,750	60,625	66,500
Total	78,000	109,000	85,750	93,500	101,250	109,000

Change to the Property Assessment

	2012	2016	Phase-In Assessment for Taxation Years			
Property Classification	Assessed Value	Assessed Value	2017	2018	2019	2020-2025
OWNR RU R T	70,481	109,000	80,111	89,741	99,370	109,000
Total	70,481	109,000	80,111	89,741	99,370	109,000

MPAC Remarks

2025 Tax Application. The area of the structure that was once operated as a restaurant is now an extension of the structure's residential living area. Commercial Classification removed and Residential Classification remains.

Letter of Request and Support

May 2nd, 2025

Township of Sables-Spanish Rivers

Town Council

11 Birch Lake Rd

Massey, ON P0P 1P0



Town Council:

The Sables-Spanish Rivers Public Library, Webbwood Branch is currently planning our 14th Annual "Bob Conroy Litter Walk" scheduled on Sunday, May 25, 2025.

As you know, Mr. Conroy was a valuable citizen of Webbwood who could often be found walking through the streets of Webbwood with a garbage bag in hand, picking up litter as he went. He was a founding member of the Webbwood Historical Society and played a big part in many of the town's events. Mr. Conroy took great pride in caring for his community and we would like to continue to host this annual event in honour of his memory.

We are once again seeking your help and wondering if the township would be interested in making a monetary donation to help offset the costs of this event. Your donation allows us to purchase refreshments, luncheon items as well as prizes for each participant.

Anything you are able to offer us to help make this event a success would be greatly appreciated.

Thank you in advance for the consideration.

Best,

Tracey VanDerGulik, CEO

SAVE THE DATE

**MASSEY
AGRICULTURAL
SOCIETY
SPRING FAIR**

**SATURDAY MAY 24TH
10:00AM-2:00PM**

**VENDOR
APPLICATIONS
AVAILABLE SOON**



Township of Sables-Spanish Rivers

Memo

To: Clerk, Council
From: Fire Chief Terry C Chartrand
Date: April 30, 2025
Re: Monthly Fire report

2024 Monthly Fire Call Out Summary:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Fire Alarm	2	2	2	-	-	-	-	-	-	-	-	-
Smoke/CO/Haz Mat	-	-	-	-	-	-	-	-	-	-	-	-
EMS Assist/Rescue	1	-	1	-	-	-	-	-	-	-	-	-
Structure/Vehicle	1	2	-	-	-	-	-	-	-	-	-	-
Fires												
Chimney Fires	-	-	-	-	-	-	-	-	-	-	-	-
Brush Fires	-	-	-	-	-	-	-	-	-	-	-	-
MVA / MVC	1	2	1	1	-	-	-	-	-	-	-	-
Hydro Line / Pole	-	-	-	-	-	-	-	-	-	-	-	-
Burn Complaints	-	-	-	2	-	-	-	-	-	-	-	-
Inspections	-	-	1	1	-	-	-	-	-	-	-	-
Mutual Aid	1	1	1	-	-	-	-	-	-	-	-	-
Total	6	7	6	4	-	-	-	-	-	-	-	-

Calls for Service:

- SSRFD attended 4 calls. 2 Burn Complaints. 1 call for vehicle accident. 1 Inspection.

Training:

Training is being well attended. The few members that work out of town and are doing make up training to stay up to date. They will have to do make up training, before they can go to active calls.

- The training team lead by Captain Goodchild, along with FF Burke, FF Chartrand, and FF St Michel, Chief Chartrand, we have 2 more fire fighters looking to join the training department.

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

- Nothing this month

Station Report:

- 13 sets of bunker gear have been ordered (grant allowed for 11 sets but with help from Ruth we have 13 sets coming) bunker jackets, hoods and pants.
- Station 1 –New keyless door handle installed. 410 is due for its annual.
- Station 2 – no changes this month. Quotes for tanker 420 annual is in appointment to be booked.
- Station 4 – Tanker 440 was repaired (no start electrical wire under dash repaired)
- Station 5 – Tanker 450 is at station 5. All extra bunker gear stored here.

Human Resources:

- Currently there are 28 active firefighters including officers.

Fire Inspection/Complaints

- Inspection of the shell gas station was completed.

REQUEST FOR COUNCIL:

- There are no requests or council at this time.



Township of Sables-Spanish Rivers

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

MINUTES

Wednesday, May 7th, 2025, at 1:00 p.m.

in Council Chambers

Called to Order by the Chair at – 13:01

Chair: Harold Crabs; Co-Chair: Casimir Burns

Committee Members: Kevin Burke; Robert Boileau

Staff: Dave Moncion, Supervisor of Public Works; Sean McGhee, Coordinator of Infrastructure

Absent: Cameron Hobden

DELEGATIONS – None

A. ROADS

- Bass Point Road – Report to Council
The Bass Point Rd report was revisited following a post spring thaw review of the road by the Public Works Supervisor and Coordinator of Infrastructure. No issues other than the previously identified ditch requiring guide rails were identified. Committee agreed to recommend adoption as a Cottage Road receiving winter control services was warranted.
- Seasonal and Cottage Road Policy – Draft for Review
The proposed policy was reviewed and is being forwarded to Council with a recommendation to adopt.
- Employee Posting – Report to Council by D. Moncion
The report was reviewed and is being forwarded to Council with a recommendation to post for the two operator positions.
- Lee Valley Road Speed Limit – Discussion
The Committee reviewed the Lee Valley Road speed limit which is currently set at 60 km/hr and agreed with the previous decision of Council that the speed limit remain as set. The Committee based this position on current entrance sight lines, need for community safety in agricultural areas, and to maintain continuity with the rest of the municipality.
- Second Street and Young Street Webbwood Intersection – Stop Sign
After review of the request and the intersection in question, the Committee is recommending the installation of one (1) stop sign on the Westbound side of Young Street at the Second Street intersection.
- Environment and Climate Change Canada – Access Request
The Committee reviewed an access request by Environment and Climate Change Canada to permit access to Sables River monitoring wells via the Southwest corner of the Public Works Yard. This would require occasional parking of vehicles during work hours while attending the monitoring well. The Committee is recommending access be granted provided the following criteria are met:
 - 1) *A schedule be provided to the Township Office;*
 - 2) *Sign-in and Sign-out be required;*
 - 3) *Appropriate PPE be worn at all times while in the Public Works Yard;*
 - 4) *A standard waiver, indemnifying the Township of Sables-Spanish Rivers be signed.*
- *David Moncion, Supervisor of Public Works advised Committee that a broom has been rented for use on the new loader. This allowed the sweeping to be largely completed in a few days vs weeks.*

B. EQUIPMENT

- Slip in Water Tank – Logistics Issues
Staff is continuing to work toward a method of delivery and pickup for the truck. Due to regulatory restrictions, the tandem cannot be transported outside of a 160km radius from the shop without e-logs. Councilor Crabs agreed to utilize contacts to see about securing an annual permit for transport.
- Update on Wheel Loader – In Service
The unit is on-site and has been put to work.

- Update on Tandem Axle Plow Truck
Ongoing delays at Gincor continue. Staff was advised that Gincor is waiting for Viking parts to complete the build.
- Sole Source Request – Trackless Boom Mounted Flail Mower – Report to Council
The report was reviewed and is being forwarded to Council with a recommendation to approve the purchase as presented.
- RFP for Public Works Department Service Truck
The Committee reviewed the RFP and is recommending to Council that it be released.

C. WATER/WASTEWATER

- April 2025 OCWA Contract Management Meeting minutes;
The report was reviewed by the Committee.
- Schedule for Distribution Work – Information
Spring Flushing has been scheduled for the week of May 20th, 2025.
- Government Road Service Repair – Information
Information was provided to the Committee.
- Sagamok Water Request – Approval and Fee Discussion Required
The Committee reviewed the request and is not recommending that the service be offered citing concerns over capacity.

D. WASTE MANAGEMENT

- Clean-Up Week – Report to Council
The report was reviewed and is being forwarded to Council with a recommendation to approve the recommendation to proceed with the Clean-Up Event on May 30th and 31st.
- Bag Tag Pricing Change – \$2/bag increase to \$5/bag
The Committee is endorsing the increase of the cost of bag tags.
- Landfill Study – Report to Council
The report was reviewed and is being forwarded to Council with a recommendation to approve the awarding of the Comprehensive Landfill Study to Tulloch Engineering.

E. BUILDING MAINTENANCE

- Status Report – Clinic Project – Green and Inclusive Community Buildings (GICB) Program
The Committee was given an update on scheduled work for the clinic. The demolition of the unutilized back entrance to the facility is planned for May 12th. The Tender for foundation sealing and insulation has been released.

F. OTHER:

- AORS Procurement Outcome – Resolution Required
The AORS Manitoulin North Shore Road Supervisors Association (MNSRSA) Group Tender results for Calcium and Surface Treatment were reviewed. After consideration and review of tender submissions, the MNSRSA Association awarded the Surface Treatment Contract to Beamish Construction and the Calcium Contract to Pollard Ltd. The Committee is recommending a Resolution be formally adopted by Council to award the work.
- Health and Safety Water Stream (HSWS) Grant Application
The Committee is recommending that Council direct staff to investigate infrastructure projects that would align with the Health and Safety Water Stream (HSWS) Grant program. Bell St. and Tansy Lane were discussed as likely projects.

Next Meeting:

Wednesday, June 4th, 2025, at 1:00 p.m.

- Meeting adjourned by the Chair at – 15:40

Business arising from the Public Works Committee

Resolutions:

BE IT RESOLVED THAT the minutes of the May 7th, 2025 Public Works Committee Meeting be accepted;

AND THAT Council authorize Public Works to proceed with the 2025 Surface Treatment and Calcium programs based on the outcome of the AORS Manitoulin North Shore Road Supervisors Association group procurement for Surface Treatment and Calcium.

Recommendations:

The following recommendations to Council are being made by the Public Works Committee:

- **That** the proposed Seasonal and Cottage Road Policy be adopted by Council;
- **That** Council adopt the recommendations found in the Report to Council by the Coordinator of Infrastructure entitled “Bass Point Road – Change from Seasonal Status”;
- **That** Council adopt the recommendations found in the Report to Council by the Supervisor of Public Works entitled “Two Full time Public Works Operator / Labourer positions”;
- **That** Council approve the installation of one stop signs on the Westbound Lane of Young Street at the Second Street intersection;
- **That** Council grant permission for Environment Canada to access monitoring stations from the Public Works Yard providing certain criteria are met;
- **That** Council adopt the recommendations found in the Report to Council by the Coordinator of Infrastructure entitled “Sole Source Authorization Request – Boom Flail Mower”;
- **That** Council approve the release of the RFP for one (1) Public Works Pickup Truck;
- **That** Council adopt the recommendations found in the Report to Council by the Coordinator of Infrastructure entitled “Municipal Clean-Up Event”;
- **That** Council approve the increase of Municipal Bag Tags from \$2.⁰⁰ each up to \$5.⁰⁰ per tag;
- **That** Council adopt the recommendations found in the Report to Council by the Coordinator of Infrastructure entitled “Comprehensive Site Assessment – Tennyson Landfill Site”;
- **That** Council direct Staff to investigate infrastructure projects that could be applied for under the Health and Safety Water Stream (HSWS) Grant program.

Township of Sables-Spanish Rivers

COUNCIL REPORT



COUNCIL MEETING: May 14, 2025
AGENDA GROUP: C
DEPARTMENT: Public Works
AUTHOR: D.Moncion, Public Works Supervisor
SUBJECT: Two Full time Public Works Operator/Labourer positions

BACKGROUND:

In August of 2024 a full time Public Works Operator/Labourer position was filled, however, the selected candidate resigned during his probationary period on December 6th, 2024. At the time, the decision was made to utilize multiple casual employees to fill the gap over the winter season, and re-post the permanent position in the spring of 2025.

On April 17th 2025, another new hire from 2024, gave his two weeks' notice of his resignation, leaving the Public Works Department with two vacant Full Time Public Works Operator/Labourer positions.

RELATED POLICY:

Salary Administration Policy, Bylaw No. 2023-42

STRATEGIC PLAN:

This request aligns with **Goal No. 5 – EFFECTIVE MUNICIPAL GOVERNANCE AND OPERATIONS** by supporting the following initiative(s):

- **Strategic Direction No. 2** (Continue to implement the HR review and recommendations)
 - **Action Item** – “Review the responsibilities and performance of departments to determine staffing needs.”

BUDGET IMPLICATION:

No additional budget implication, the position salary and benefits currently included in 2025 operation budget.

RECOMMENDATION(S)/OPTIONS:

Staff is recommending the following Resolution of Council be passed:

BE IT RESOLVED THAT the Council of the Township of Sables-Spanish Rivers hereby receive the report “Public Work Operator/Labourer posting”.

AND THAT Council approves the posting of two full time Public Works Operator/Labourer positions;
AND FURTHER THAT the Public Works Supervisor, Lead Hand and Coordinator of Infrastructure be authorized to conduct interviews to select a suitable candidate.

ATTACHMENTS:

- Public Work Operator/Labour Job Description
- Township of Sables-Spanish Rivers Salary Grid

David Moncion, Public Work Supervisor

Anne Whalen, Clerk-Administrator

Township of Sables-Spanish Rivers

COUNCIL REPORT



COUNCIL MEETING: May 14th, 2025
AGENDA GROUP: C
DEPARTMENT: Public Works
AUTHOR: S. McGhee, Coordinator of Infrastructure
SUBJECT: Bass Point Road – Change from Seasonal Status

BACKGROUND:

While in the process of undergoing a policy review it was determined that the Seasonal Road policy would benefit from some updating. It was noted that Bass Point Road, while designated as seasonal, differed from all our other seasonal roads by virtue of the number of year-round residences were on the road.

The road was adopted at the November 8th, 1994 Regular Meeting of Council, at which time the Bylaw No. 94-325 was passed which read:

“Whereas the Road Superintendent has given written confirmation that the Bass Point Subdivision Road has been satisfactorily graded; Therefore, be it Resolved that the said road shall now be accepted into the Township’s Road system as a cottage road.”

Of particular interest in this bylaw is that it was adopted as a cottage road. While not specifically defined within the Township of Sables-Spanish Rivers various policies, the definition of a cottage street (or road) has been defined in other municipalities as follows:

“Cottage Streets can be described as “character” streets that serve the function of a local road, but are (generally) short in length, (usually) have narrower rights-of-way and/or pavement widths, and (often) do not meet other (typical) engineering design standards. Under municipal jurisdiction, Cottage Streets differ from private roads and lanes, providing public access to both year-round and seasonal residential properties and other amenities.”

Delegations consisting of year-round residents living on the road have attended Council numerous times since the adoption of the road requesting winter maintenance on the road. To date, their requests have been denied by Council citing road slope as the primary concern. In 2021, residents of the road secured the services of Tulloch Engineering to complete a Geometric Design assessment of the road with the intention of using the data to compel Council to reconsider. The meeting with Council did not happen due to restrictions imposed by the pandemic.

The Tulloch review, which was based on the 1999 Edition of the “Geometric Guidelines for Canadian Roads”, is appended to this report. The guide is used in the design and development of roads but is also considered a valuable tool for the establishment of speed limits on existing roads. The assessment determined that there are seven (7) horizontal curves and three (3) vertical curves that were outside the design guide recommendations for a rural road with a speed limit of 30 km/hr. In addition, there was one (1) area identified that warrants a guiderail due to side slope. Roads bearing these design characteristics are not unusual, particularly for waterfront properties in northern areas.

In discussion with Public Works operators, the question was raised as to why we are not performing winter maintenance on a road with so many year-round residents. A trial was run was completed with a fully dressed tandem snow plow to identify any challenges presented by the terrain (It is important to note that during the trial, the truck was simply driven up and down the road. No sanding or snow plowing services were performed). During the trial, no areas of concern were identified by the operator. The turnaround area was more than sufficient, and the slopes posed no challenge at all.

At the request of the Public Works Committee, the road and road allowance was inspected in both winter and spring conditions. Aside from the steep ditch slope identified in the Tulloch Engineering report, no areas of concern were noted.

RELATED POLICY:

Geometric Design Guide for Canadian Roads, 1999 Edition
Township of Sables-Spanish Rivers – Official Plan

STRATEGIC PLAN:

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

- **Strategic Direction No. 1** (Strive to maintain infrastructure in good condition).
 - **Action Item** – “Pursue prime and chip, paving, and continuous gravel upgrades where appropriate”

BUDGET IMPLICATION:

Although any increase in service delivery represents an increase in cost, in this particular case, the road is short and adds approximately 15 minutes to the route, with a small quantity of sand required.

RECOMMENDATION(S)/OPTIONS:

Staff recommends that Council consider converting the status of the road from Seasonal to Cottage Road with some conditions. The Official Plan, under Section 3.10.2(2) permits Council to convert the road but also affords the ability to change the classification providing the residents share the costs associated with the installation of guiderails at Station 0+540 as identified in the Tulloch assessment.

As a Cottage Road, the Township would provide winter control services as a Class 6 road. This means that the road would be maintained at a lower priority in some cases than the Class 5 and Class 4 roads which have levels of maintenance dictated by O. Reg 239/02 - Minimum Maintenance Standards.

Furthermore, as a Cottage Road, the residents are not guaranteed the delivery of emergency services, waste management, or school bussing services beyond the level offered to Seasonal Roads.

If the residents agree to the installation of guiderails at the appropriate station, and to the satisfaction of the Supervisor of Public Works, the following Resolutions can be adopted:

BE IT RESOLVED THAT the Council of the Township of Sables-Spanish Rivers change Bass Point Rd from Seasonal Road to Cottage Road status;

and that the speed limit be posted at 30 km/hr;

and further that Public Works be instructed to commence with winter control on this road following the installation of guiderails at station 0+540 at the expense of the property owners.

ATTACHMENTS:

- 2021 report by Tulloch Engineering.



Sean McGhee, Coordinator of Infrastructure



Anne Whalen, Clerk-Administrator



200 Main St.
P.O. Box 579
Thessalon, ON
P0R 1L0

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TF. 800.797.2997
F. 705.842.2658
thessalon@tulloch.ca

www.TULLOCH.ca

[REDACTED]
Bass Point Road

via [REDACTED]

Attention: [REDACTED]

Dear [REDACTED]

Re: Pass Point Road – Geometric Review

TULLOCH has prepared the enclosed Bass Point Road Existing Conditions Plan (20-1608-P1, June 29, 2021) for your information and use. A topographic survey was completed in the Fall of 2020 and the Plan prepared to identify the existing geometrics of Bass Point Road.

The Geometric Design Guide for Canadian Roads, 1999 Edition, produced by the Transportation Association of Canada, hereinafter called "the Guide", was utilized to outline roadway geometry standards. In addition Bass Point Road is considered a Low Volume Road, Local Rural Road as outlined in the Geometric Guidelines for Municipal Roads, 1998 Edition, produced by the Ontario Good Roads Association.

Bass Point Road is approximately 800m in length and the road has been constructed to fit the topography of the land with least intrusion, resulting in an approximate total of 12 horizontal curves and 18 vertical curves throughout the length. This "best fit" approach is quite common for privately constructed rural roads and as the roadway is a Low Volume, Local Road we have compared the existing geometrics to a design speed of 30km/hr, which correspond to the following roadway geometry as identified in the Guide.

Design Speed (km/hr)	Minimum Horizontal Radius (m)	Maximum Grade (%)	Minimum K Factor for Vertical Curves	
			Crest	Sag
30	< 60	12	2	4

As shown on the profile view of the enclosed Plan, there are several vertical curves (K-Factor) that are less than the recommended minimum, as well as two hills steeper than the recommended 12%. These K-Factors and Grades have been highlighted on the profile for ease of identification.

.../2



In addition to the curves and grades, TULLOCH has outlined the roadway widths and sideslope grades at four select areas on the plan view, representing an average surface width of 7.7m (3.25m lanes and 0.6m shoulders). Sideslopes were reviewed to identify any areas with a slope steeper than 3:1 and a depth of fill over 3m, as these areas would warrant protective measures such as slope flattening or guiderail. There is only one area meeting this criteria, at approximate station 0+540 on north side of the road.

Trusting that the above information is satisfactory for your purposes at this time. Should you have any questions, concerns or require additional information please do not hesitate to contact me.

Yours truly,

Chris L. Kirby, P.Eng.
TULLOCH Engineering Inc.

/CLK

Encl.

20-1608 Bass Point Road Geometric Evaluation 07.02.2021

CAUTION
UNDERGROUND UTILITIES SHOWN ON
THIS PLAN ARE APPROXIMATE.
UTILITIES ARE TO BE LOCATED PRIOR
TO CONSTRUCTION.



OWNER

DESIGNER

**PRELIMINARY
NOT FOR CONSTRUCTION
JUNE 23, 2021**

REVISIONS

No	DATE	REMARKS
1	06/09/21	ISSUED FOR TENDER
2	06/09/21	ISSUED FOR CONSTRUCTION

LEGEND

- EXISTING
- INDEX CONTOUR (0.5m INTERVAL) ——— 143 ———
- INTERMEDIATE CONTOUR (0.1m INTERVAL) - - - - -
- PROPERTY LINE ———
- EDGE OF SHOULDER - - - - -
- TOE OF SLOPE - - - - -
- DITCH LINE - - - - -
- WOOD OUTLINE - - - - -
- ROCK OUTCROP [Symbol]
- AERIAL HYDRO [Symbol]
- AERIAL BELL & HYDRO [Symbol]
- UTILITY POLE [Symbol]

PROJECT TITLE

BASS POINT ROAD

DRAWING TITLE

EXISTING
CONDITIONS
PLAN AND PROFILE

LOCATION

TOWNSHIP OF
SABLES-SPANISH
RIVERS

DATE

NOVEMBER 2020

DRAWN

DAS

CHECKED

CLK

SCALE

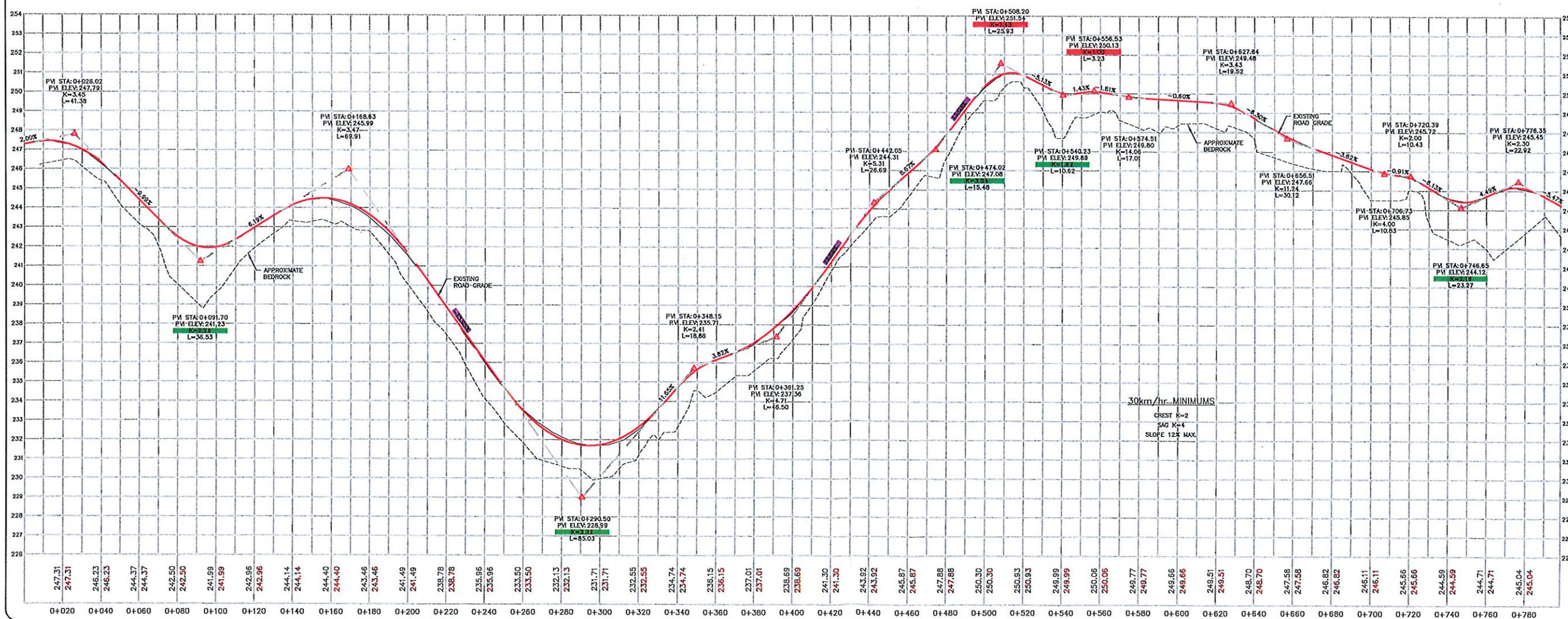
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ISSUED FOR
TENDER


ISSUED FOR
CONSTRUCTION

DWG. No. PROJECT No. REV. No.

P1 20-1608 0



Horizontal Datum:
GPS Observations Using The Precise
Point Positioning (PPP) Service, UTM
Zone 17, NAD83 (CSRS) (2010)
Vertical Datum:
GPS Observations Using The Precise
Point Positioning (PPP) Service,
Canadian Geodetic Vertical Datum of
1928 (CGVD1928), Geodetic Elevations

	TOWNSHIP OF SABLES-SPANISH RIVERS	
	Document Title -	Seasonal and Cottage Road Policy
	Department -	Public Works and Infrastructure
	Date Authored -	17 January, 2025
	Approval Level -	The Council of Township of Sables-Spanish Rivers
	Date of Approval -	<i>Date of Council Approval</i>
	Revision Date -	<i>Date of most recent revision</i>
	Bylaw No. -	2025-xx

POLICY STATEMENT:

This policy has been developed to identify Seasonal and Cottage Roads within the Township and to establish the level of service for roads bearing these designations.

DEFINITIONS:

Seasonal Road – Seasonal Roads within the municipality are roads that have not been constructed to an urban or rural engineering standard. These roads meet the criteria of a Class 6 highway under O. Reg 239/02 Minimum Maintenance Standards.

Cottage Road - Cottage Roads serve the function of a Local Road but are (generally) short in length, (typically) have narrower rights-of-way widths, and do not meet other engineering design standards. Under municipal jurisdiction, Cottage Roads provide public access to both year-round and seasonal residential properties and other amenities. These roads meet the criteria of a Class 6 highway under O. Reg 239/02 Minimum Maintenance Standards.

LEGISLATIVE AUTHORITY:

Municipal Act R.S.O. 2001, S.O. 2001 Section 11 - a municipality may pass by-laws by council of local municipalities respecting transportation systems, other than highway;

And;

Seasonal roads are considered to be Class 6 Roads and are not subject to minimum maintenance Standards under O. Reg 239/02

2. (1) This Regulation sets out the minimum standards of repair for highways under municipal jurisdiction for the purpose of clause 44 (3) (c) of the Act. O. Reg. 288/03, s. 1.
(3) This Regulation does not apply to Class 6 highways. O. Reg. 239/02, s. 2 (3).

POLICY:

Seasonal Roads

- 1) Seasonal Road will receive maintenance as deemed essential from May 1st to September 30th. Roads and section of roads identified as seasonal **will not** receive any winter maintenance.

- 2) The travelled surface on all Seasonal Roads shall be Granular “B”, Type I or as determined by the Supervisor of Public Works or Designate.
- 3) All seasonal roads shall have signage indicating the seasonal status of the road including the duration of the closure.
- 4) The municipality does not provide services to residences on these roads.
- 5) The following roads have been deemed as Seasonal within the Township of Sables-Spanish Rivers:
 - Antonen Road
 - Buckmiller Road - 1.0 kilometers from the intersection of LaCloche Lake Road to end of roadway.
 - Camp 50 Road
 - Cloughney Road - 300 meters from the intersection of Lee Valley Road to the intersection of Burns Crossover Road
 - Duff Road - 1.9 kilometers in from the intersection of Highway 17 to end of roadway.
 - Firehall Road - 1.4 kilometers in from the intersection of Agnew Lake Road to end of roadway.
 - Gagan Road - 1.2 kilometers in from the intersection of Highway 17 to end of roadway.
 - Gannon Road - 300 meters in from the intersection of Birch Lake Road to end of roadway.
 - Gravel Pit Road (also known as 445 Birch Lake Road).
 - Hannah Road - 0.4 kilometers in from the intersection of Goltz Road to end of roadway.
 - Hoogeveen Road - 100 meters in from the intersection of Pleasant Valley Road to end of roadway.
 - Moose Lake Road - 750 meters in from the intersection of Cutler Lake Road to end of roadway.
 - Proctor Road
 - River Valley Road
 - Steinke Road
 - Sugar Lake Road - 4.0 kilometers in from the intersection of Highway 17 to end of roadway.
 - Temperance Valley Road – from the 2.5-kilometer marker to end of roadway.
 - Whalen Road - 0.9 kilometers in from the intersection of Highway 17 to end of roadway.
 - Wilkenson Road
- 6) The speed limit for Seasonal Roads is set at a maximum of 30km/hr

Cottage Roads

- 1) In limited circumstances and upon recommendation of the Public Works Supervisor or Designate, the Council of the Township of Sables-Spanish **may** authorize year-round maintenance. As these roads are Class 6 roads, maintenance may be applied at a lower priority which, in turn, could impact emergency service response.
- 2) The travelled surface on Cottage Roads will typically be Granular “A” or Granular “M”, or as determined by the Supervisor of Public Works or Designate.
- 3) Curbside waste management services are not provided to Cottage Roads residences.

- 4) Speed limit for Cottage Roads is set at a maximum of 30km/hr.
- 5) All Cottage Roads will have signage posted indicating “**Reduced Maintenance Cottage Road**” “**Drive with Caution**”.
- 6) The following roads have been designated as Cottage Roads within the Township of Sables-Spanish Rivers Road system:
 - Bass Point Road – deemed per Bylaw 94-324

BYLAWS OR POLICIES REPEALED:

Township of Sables-Spanish Rivers Seasonal Road Policy.

Township of Sables-Spanish Rivers

COUNCIL REPORT



COUNCIL MEETING: May 14th, 2025
AGENDA GROUP: C
DEPARTMENT: Public Works
AUTHOR: S. McGhee, Coordinator of Infrastructure
SUBJECT: Sole Source Authorization Request – Boom Flail Mower

BACKGROUND:

The Township has a reoccurring 3-year contract for roadside grass cutting which involves a single cut to all roadsides between June 15th and August 5th each year. The contract includes an additional hourly rate, currently set at \$145.⁰⁰ / hr for additional roadside cutting. The contract is entering year two of three.

The Public Works Department utilizes a MT7 for winter sidewalk maintenance and spring sweeping. Beyond this, the unit remains unused. Purchase of the Boom Flail Mower enables Public Works to complete roadside maintenance outside of the existing contract window and in areas not captured by the contract. The mower will also provide additional support in sight line maintenance.

The implement for this application is proprietary and a proven performer. Use of the Trackless Boom Flail Mower on our existing Trackless MT7 will not void any warranty. This system provides value added to the department by using existing and otherwise dormant equipment.

Although staff was unable to source any alternate systems for this application, it is recommended that the boom flail mower be sole sourced from Trackless to ensure reliable, trouble-free operation. Work Equipment Ltd. is the authorized Trackless dealer for this region.

RELATED POLICY:

Procurement Policies and Procedures Bylaw No. 2005-04 Article 6.8 - Purchase by Negotiation, Section 6.8.1 reads:

*The municipality may initiate negotiations with one or more bidders and in such cases the requirement for inviting tenders or quotations is waived:
(b) where there is only one source of supply for the goods or services.*

STRATEGIC PLAN:

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

- **Strategic Direction No. 6** (Replacement schedules for all municipal vehicles/equipment be determined to ensure efficiencies.)
- **Action Item** – “Snow removal and road maintenance equipment.”

BUDGET IMPLICATION:

Costs associated with this initiative were identified and funded through the Public Works 2025 Capital budget as approved by Council.

There is \$52,000.⁰⁰ included in the Capital budget for the purchase. Price before applicable tax is \$49,750.⁰⁰ for a total of \$50,625.⁶⁰ all inclusive.

RECOMMENDATION(S)/OPTIONS:

Staff is requesting the following Resolution of Council be passed:

BE IT RESOLVED THAT the Council of the Township of Sables-Spanish Rivers authorize the sole source purchase of a Trackless Boom Mounted Flail Mower from Work Equipment for \$49,750.⁰⁰ plus applicable taxes;

Sean McGhee, Coordinator of Infrastructure

Anne Whalen, Clerk-Administrator

Trackless Boom Flail Mower Photos





The Township of Sables-Spanish Rivers

11 Birch Lake Rd

Massey, ON

P0P 1P0

Phone: (705) 865-2646 / e-mail: inquiries@sables-spanish.ca

The Corporation of the Township of Sables-Spanish Rivers

Request for Proposal (RFP)

Public Works Department Pickup Truck

Issue Date: Thursday, May 15th, 2025

Closing Date: Monday, June 2nd, 2025 @ 11:00am

Contact: Sean McGhee – Coordinator of Infrastructure

Township of Sables-Spanish Rivers

Massey Ontario

P0P 1P0

T: (705) 865-2646

Email: smcghee@sables-spanish.ca



The Township of Sables-Spanish Rivers

11 Birch Lake Rd

Massey, ON

P0P 1P0

Phone: (705) 865-2646 / e-mail: inquiries@sables-spanish.ca

INTRODUCTION:

The Township is seeking proposals for the supply of **one (1), new or new non-current**, 4wd ½ or ¾ ton pickup truck. All proposals should clearly identify the specifications of the proposed unit. All submissions must be accompanied by detailed specifications and indicate purchase price with all additional fees and charges included and clearly identified.

Price must include delivery if the unit is outside of a 150 km radius of the Township of Sables-Spanish Rivers municipal office at 11 Birch Lake Rd, Massey, ON.

Vendors are encouraged to provide more than one proposal. Please submit all proposals separately for clarity of analysis.

BACKGROUND:

Proposals must include detailed information surrounding the specifications of the unit(s) being presented. Although open ended, the following minimum specifications must be met:

- Units must be equipped with a gasoline powered V8 engine, automatic transmission;
- 4wd;
- White in colour;
- Air-conditioned cab;
- Two row seating with 4 separately operational doors;
- Warranty (indicate term of warranty and relevant details).

Proposals must include a detailed schedule of price. Prices must be as delivered and not omit any items necessary to meet minimum specifications identified.

Please indicate the following:

- Unit price (exclusive of taxes) including all additional fees and charges;
- Any tariff protections that are being made available and the associated timeline for said protections;

EVALUATION CRITERIA

Proposals will be evaluated on the following criteria:

- 1) Price
 - 2) Compliance with minimum requirements;
 - 3) Suitability of unit as a Public Works Service Truck;
 - 4) Warranty.
-



The Township of Sables-Spanish Rivers

11 Birch Lake Rd
Massey, ON
P0P 1P0

Phone: (705) 865-2646 / e-mail: inquiries@sables-spanish.ca

DELIVERY DATE:

The Proponent is responsible for providing a firm delivery date. Due to operational need, the optimal delivery date for the unit should be on or before July 21st, 2025.

Delivery for units located outside of a 150 km radius of the Township of Sables-Spanish Rivers municipal office must be delivered to:

Township of Sables-Spanish Rivers Public Works Yard
11 Birch Lake Rd
Massey, Ontario

SUBMISSION INSTRUCTIONS:

All proposals will be evaluated on the bidder's response to the minimum specifications identified under "Background" within this RFP and scored based on the included "Evaluation Criteria".

All copies of the proposal shall be submitted in a sealed enveloped clearly marked "**Public Works Department Pickup Truck**" and must be accompanied with:

Schedule A – RFP Submission Form

Schedule B - Signature Page

Proposals are due **no later than Monday, June 2nd, 2025 at 11:00am EST (per Cellular standardized time)** and shall be delivered to:

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

Or

emailed to inquiries@sables-spanish.ca

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



The Township of Sables-Spanish Rivers

11 Birch Lake Rd
Massey, ON
P0P 1P0

Phone: (705) 865-2646 / e-mail: inquiries@sables-spanish.ca

RIGHTS RESERVED BY THE TOWNSHIP:

- The Township reserves the right to accept or reject any proposals without stating reason. Lowest price or any bid may not necessarily be accepted.
- The Township is not liable for any costs incurred by interested parties in the preparation of their response to this request for proposal. The Township shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained, or suffered by any interested party, prior to, subsequent to, or by reason of the acceptance or non-acceptance of any response by the Township, or by any reason of any delay in the acceptance of the response.
- The Township shall not be held liable for any errors or omissions in any part of this RFP. It is understood, acknowledged and agreed that while the Township has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for the contractor. The information is not guaranteed by the Township to be accurate, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve the contractors from forming their own opinions and conclusions with respect to the matters addressed in the RFP. There will be no consideration of any claim, after submission of Proposals, that there is a misunderstanding with respect to the conditions imposed by the contract.
- The contractor shall declare any actual or potential conflict of interest that exists now or may exist in the future with respect to the contractor's participation in this process and, if selected, the performance of the contractor's responsibilities pursuant to the retainer. The Township reserves the sole right and discretion to determine whether any situation constitutes an actual or potential conflict of interest and may disqualify any contractor on such basis.

OCCUPATIONAL HEALTH AND SAFETY:

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

ACCESSIBILITY:

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

PAYMENT:

Payment shall be based on 30 days following the delivery of vehicle and based upon invoiced amounts. If there are any shortages or deficiencies, a suitable amount will be withheld.

INQUIRIES/SITE VISIT:

Direct all inquiries regarding the Proposal contact to:

Sean McGhee, Coordinator of Infrastructure

11 Birch Lake Rd

Massey, ON

P0P 1P0

(705) 865-2646



The Township of Sables-Spanish Rivers

11 Birch Lake Rd

Massey, ON

P0P 1P0

Phone: (705) 865-2646 / e-mail: inquiries@sables-spanish.ca

RFP – Public Works Department Service Truck

SCHEDULE A

RFP SUBMISSION FORM

1) YEAR, Make, and Model of Unit Proposed -

Indicate: _____

2) Compliance with minimum requirements;

a. Units must be equipped with a gasoline powered V8 engine, automatic transmission;

YES

☐

No

☐

b. 4wd;

YES

☐

No

☐

c. White in colour;

YES

☐

No

☐

d. Air-conditioned cab;

YES

☐

No

☐

e. Two row seating with 4 separately operational doors;

YES

☐

No

☐

3) Suitability of unit as a Public Works Service Truck; (indicate any specifications on the unit that are specific to heavy duty work or benefit as a service vehicle.) (Use additional space as required.)

4) Warranty:

Indicate: _____

5) Price (including all additional fees, excluding HST): \$ _____



The Township of Sables-Spanish Rivers

11 Birch Lake Rd

Massey, ON

P0P 1P0

Phone: (705) 865-2646 / e-mail: inquiries@sables-spanish.ca

RFP – Public Works Department Service Truck

SCHEDULE B

SIGNATURE PAGE

I, THE UNDERSIGNED, HAVE CAREFULLY EXAMINED THE SCOPE OF WORK, SPECIFICATIONS AND UNDERSTAND ALL CONDITIONS. I HEREBY OFFER TO ENTER INTO A CONTRACT WITH THE TOWNSHIP OF SABLES-SPANISH RIVERS. (All fields must be completed by Proponent.)

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

Signature: _____ Dated: _____

Witness: _____ Dated: _____

Mailing Address: _____

Email: _____

Phone: _____ Mobile: _____ Fax: _____

Accepted by Resolution of Council:

Resolution No.: _____

Clerk-Administrator: _____

Date: _____

From: PIZZALE,MARC (il | he, him) (ECCC)
Sent:
To: April 25, 2025 2:14 PM
Cc:
Subject: Hayward,Jennifer (ECCC)
02CE002 Aux Sables River at Massey

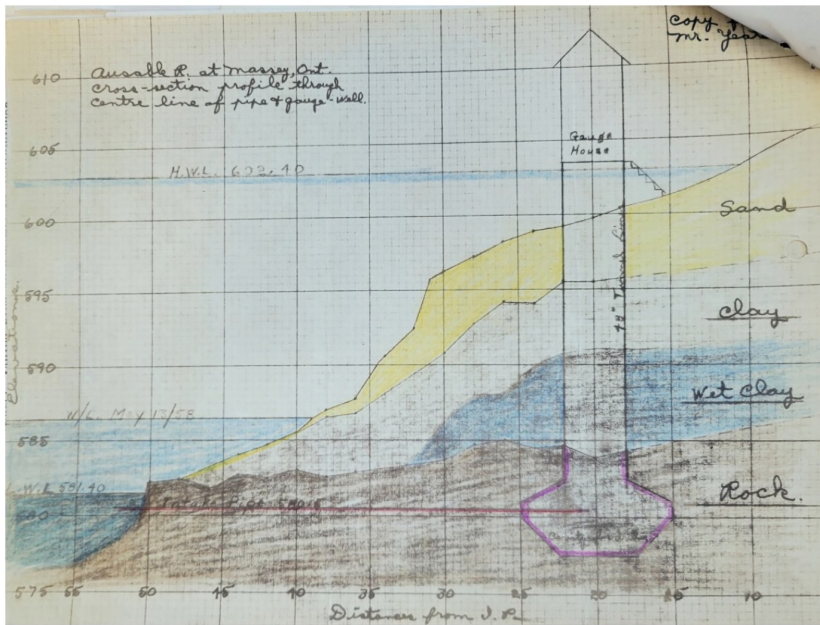
As mentioned we operate 02CE002 which is westerly of the Township of Sables-Spanish public works yard off of Birch Lake Road.

[Real-Time Hydrometric Data Graph for AUX SABLES RIVER AT MASSEY \(02CE002\) \[ON\] - Water Level and Flow - Environment Canada](#)



This site has been operational since 1915 and has provided 111 years worth of water level & water flow data from the Aux Sables River.

This station has a stilling well to monitor the rivers water levels that was installed/constructed in 1958.



Final Well Profile 1958.

With the aging infrastructure, there are few enhancements we are looking at for this site; but the first step will need to be improving our access into this site.



Our currently route to this site involves us parking off of Hwy 17 on the widened shoulder; then walking in from there (the red line denotes the approximate location of our current access trail).

This trail crosses under the rail bridge, it narrows under the bridge and is directly on top of the ravine created by the river.



The access creates an OHS concern for our staff and it limits our ability to bring material & equipment into the site to address the aging infrastructure.

We are investigating options to improve this access.

Historically, it was noted that there was access from the former MTO yard (now Township of Sables-Spanish Public works yard) that would have been used in 1958 to bring the materials, tools and equipment into the site to install the stilling well.

One option we would like to investigate is restoring the old access trail used in 58. As you can imagine, there are little signs/evidence of this trail today.



Photo 16

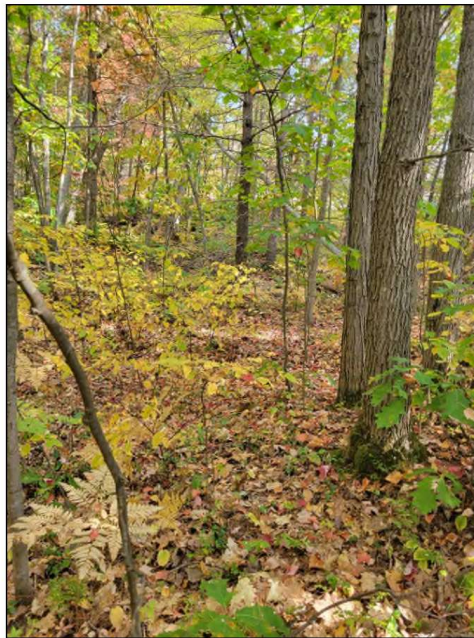


Photo 17

Photos showing terrain in area of potential new access route. Photos taken from current path looking toward the Public Works yard to the east.

This potential access would originate from the SW corner of the Township yard and meet up with the existing trail N of the rail bridge (Proposed denoted in blue, existing in red).

The plan would involve creating a trail wide enough for an ATV or small piece of equipment (mini-ex, bobcat etc) in around the location of the blue line and join it into the existing trail north of the rail bridge (after the rail bridge the trail widens up and turns away from the ravine ridge).



The topography in this area will limit our options for this new section of access trail but we believe the trail in 58 was just northerly of the rail-line which also appears to be the path of least resistance.

At this stage we are investigating all option including decommissioning & relocating this guage which would be a shame as this would break the historic element of this site.

An additional element that adds to the complexity of this site is that it is located within Chutes Provincial Park and we will need the Park to agree & permit this access as well.

Please feel free to take some time to review & process the above information. If you have any questions or require additional information; please feel free to contact me.

Thank you again for your time Anne and we'll talk soon, take care.

Marc Pizzale

Construction Supervisor, Hydrological Operation ON/QC
National Hydrological Service / Meteorological Service of Canada
Environment and Climate Change Canada / Government of Canada

Superviseur de construction, Opérations Hydrologiques ON/QC
Service hydrologique national / Service météorologique du Canada
Environnement et Changement climatique Canada / Gouvernement du Canada

marc.pizzale@ec.gc.ca

Mobile : 705-494-6960



Government
of Canada

Gouvernement
du Canada

Canada



Huron-Superior Catholic
DISTRICT SCHOOL BOARD



April 28th, 2025

Township Of Sables Spanish-River
11 Birch Lake Road
Massey, Ontario
P0P 1P0

Sables-Spanish River Town Council,

St. Mary Catholic School here in Massey will be hosting a track and field day on May 22nd, 2025. Alternate date if rained out is May 23rd, 2025. We are requesting that the corner of Algoma Street West and Imperial St North be closed from 9:15am-12:00pm. This will help keep our students safe during the running events. If you have any questions or concerns, please contact the school a 705-865-2772.

Sincerely,

Stephane Prevost
Principal

St. Mary Catholic Elementary School
290 Algoma Street, Box 640, Massey ON, P0P1P0
Phone 705.865.2772 • Email stmary@hscdsb.on.ca • Web hscdsb.on.ca

Google Maps



Map data ©2025 Google 20 m

WSP
Recommendation for Payment

Project:	Sables-Spanish Rivers Bridge Replacement
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Owner:	Corporation of the Twp. Of Sables-Spanish River 11 Birch Lake Road Massey, ON P0P 1P0
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Attention:	Anne Whalen
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Certificate	Six (6) - Release of Maintenance Holdback (Final)	Project №:	221-04412-00
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Date:	April 25, 2025	Payment to:	Monday, April 15, 2024
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Contractor: James Lathem Excavating LTD.

Address: 35 Niven Street North Cobalt, ON P0J1R0

Attention:

Total Amount of Contract (Tendered - Excluding HST):	\$	615,556.05
-------------------------------------------------------------	-----------	-------------------

Total Value of Work To Date:	\$	610,860.60
-------------------------------------	----	------------

Total Contract Value of Work Performed to Date:	\$	610,860.60
-------------------------------------------------	----	------------

Less:	<u>0%</u>	Construction Lien Holdback	\$	-
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Less:	0%	Maintenance Holdback	\$
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Less:	0%	Maintenance Holdback	\$	-
Less:	\$3,424.45	Township Costs (re: grading)		\$3,424.45

Total Net to Date	\$	607,436.15
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Net Amount of Previous Payments	\$	589,110.33
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Net Amount of This Payment:	\$ 18,325.82
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PVAT @	8%	\$	1,466.07
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GST @	5%	\$	916.29
HST @	13%	\$	2,382.36

AMOUNT OF THIS RECOMMENDATION	\$ 20,708.17
WSP Canada Inc.	

WSP Canada Inc.

J Barrette

Johnny Barrette - WSP

cc:
Pat Ryan - James Lathem Excavating LTD.



May 9, 2025

Township of Sables-Spanish Rivers
11 Birch Lake Road
Massey, Ontario P0P 1P0
Attention: Mayor Burke & Council

Re: Request for Exemption from Hauling Restrictions on Agnew Lake Road

Interfor is requesting a temporary exemption from the reduced load restrictions on the first 6 kilometers of Agnew Lake Road, from May 20 to May 30, 2025, or until the restrictions are lifted, whichever occurs first.

This request is due to unexpected operational issues that have disrupted deliveries, resulting in low inventories that may impact operations at our Nairn Centre sawmill.

We recognize Agnew Lake Road as a critical transportation route for both the community and industry, essential to our operations in transporting wood from the Spanish and Northshore Forests to our Nairn Centre sawmill. We understand the Township's concerns regarding potential road impacts and acknowledge our shared responsibility in preserving its long-term integrity.

Interfor is committed to working collaboratively with the Township of Sables-Spanish Rivers to address any concerns related to this request. If the exemption is approved, we will coordinate with the Township to ensure its implementation is carried out responsibly and with minimal impact.

To help offset potential costs, Interfor is prepared to refund, by invoice, up to \$25,000 toward additional maintenance work in 2025, subject to legal review and approval by Interfor.

We appreciate your consideration of this request and look forward to the opportunity to further discuss it at the Council meeting on May 14th, 2025.

Yours truly,

Kaitlin Leveille, R.P.F
Operations Forester
C: (705) 227-1966
Kaitlin.Leveille@interfor.com

CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

MASSEY MEDICAL CLINIC CARETAKER CONTRACT

BETWEEN

THE TOWNSHIP OF SABLES-SPANISH RIVERS

AND

PAIGE PERRON

This contract shall commence no later than March 17, 2025 for a period of one year upon which time the Corporation reserves the right to review and/or renegotiate the contract should modifications to the position description become necessary.

This contract may be terminated by either party upon sixty (60) days written notice to the other party.

The Contractor hereby confirms as follows:

- a) I hereby agree to provide janitorial caretaker services for the Massey Medical Clinic, to perform the duties and responsibilities as described in the attached position description, for the monthly rate of \$1,000.00;
- b) I hereby swear that I will maintain the security of the Massey Medical Clinic during such time that I am responsible for janitorial duties. I also confirm that I will keep confidential and not disclose any information that I may encounter while performing my duties at the Medical Clinic;
- c) I confirm that I have supplied the Township of Sables-Spanish Rivers with a criminal record check.

Paige Perron, Contractor

Date

Township of Sables-Spanish Rivers

COUNCIL REPORT



COUNCIL MEETING: May 14th, 2025
AGENDA GROUP: D
DEPARTMENT: Environmental Services
AUTHOR: S. McGhee, Coordinator of Infrastructure
SUBJECT: Municipal Clean-Up Event

BACKGROUND:

The current practice within the Township of Sables-Spanish Rivers is to hold spring and fall multi-day clean-up events annually.

In recent years, the spring event was held over four days consisting of extended hours for Friday and Saturday on two consecutive weekends. During this time tipping fees for household waste are waived. Construction debris is still charged at the standard rate. Prior to current practice, tipping fees remained in place.

These events typically result in a significant influx of waste to the landfill site. This always has a negative impact on overall remaining capacity which is of concern to the Township given the capacity issues facing the Tennyson landfill site.

There are options available to the Township including, but not limited to the following:

- 1) Offer the clean-up as in recent years with extended hours (10am to 4pm) over **two** two-day weekends (Friday / Saturday) and no tipping fees for **household** waste (construction debris and mattresses charged at normal rate);
- 2) Offer the clean-up as in recent years with extended hours (10am to 4pm) over **one** two-day weekend (Friday / Saturday) and no tipping fees for **household** waste (construction debris and mattresses charged at normal rate);
- 3) Offer either one or two two-day clean-up days with extended hours but full tipping fees applied;
- 4) Maintain status quo with no change to hours or fees.

In order to strike a balance between benefit to the community and the negative capacity impact on the landfill site, staff is recommending Option Two to be held on the weekend of May 30th and 31st.

In keeping with recent changes to the site operation, this service would be offered to residents only and proof of residency will be required. An additional site attendant would be scheduled to assist with the high volume of visitors to the landfill.

There is always a risk that restrictions to landfill access or increases in fees can result in illegal dumping. Although the possibility of illegal dumping exists, the vast majority of the population see such behavior as an egregious act against the natural environment and would not tolerate it.

NOTE - Any time illegal dumping is discovered, the site is investigated. Evidence leading to a specific individual is turned over to bylaw in order to pursue legal action under the Illegal Dumping Bylaw No. 2021-25.

RELATED POLICY:

Waste Management Policy
Environmental Compliance Approval (ECA) No. A7141001
Bylaw No. 2021-25 "Illegal Dumping Bylaw"

STRATEGIC PLAN:

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

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

BUDGET IMPLICATION:

There will be an additional cost for staffing as the contract operator will work extended hours. Overtime will be paid to Public Works Operators assisting with the site operation.

The Township will see a reduction in site revenue if tipping fees are waived.

RECOMMENDATION(S)/OPTIONS:

BE IT RESOLVED THAT the Council of the Township of Sables-Spanish Rivers receive the report of the Coordinator of Infrastructure relating to Clean-up Day 2025;

AND THAT May 30th and 31st, 2025 be designated as “Clean-up Days” at the Tennyson Landfill site with extended hours of operation from 10am until 4pm;

AND THAT no tipping fees will be applied for household and yard although construction debris and mattresses will be charged at standard tipping fee rates.

ATTACHMENTS:

- None



Sean McGhee, Coordinator of Infrastructure



Anne Whalen, Clerk-Administrator

Township of Sables-Spanish Rivers

COUNCIL REPORT



COUNCIL MEETING: May 14th, 2025
AGENDA GROUP: D
DEPARTMENT: Public Works
AUTHOR: S. McGhee, Coordinator of Infrastructure
SUBJECT: Comprehensive Site Assessment – Tennyson Landfill Site

BACKGROUND:

In December of 2024 a Landfill Report was submitted to Council which identified work completed at the landfill site. The report further identified the need for a comprehensive site assessment of the Tennyson Landfill Site in order to secure the following information:

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

Both Pinchin and Tulloch Engineering were approached to provide a proposal to complete the site assessment. Staff reviewed the submissions and noted that both firms employed different methodologies for the site survey. Pinchin would utilize a drone to determine capacity and develop a digital map. Following this, stakes will be placed at the site. Tulloch Engineering will utilize surveyors on site to secure the data necessary to create the digital map and determine capacities.

Pinchin has been involved in annual site monitoring as well as post closure and capacity estimates at the site for several years.

The “Boots on the Ground” approach proposed by Tulloch Engineering may provide a new perspective on the site operation and current condition. The Tulloch proposal cites the requirement for municipal involvement in the early stages of the project. This would provide staff the opportunity to work closely with engineering personnel during the development of the report, which is the basis for this recommendation.

RELATED POLICY:

Procurement Policies and Procedures Bylaw No. 2005-04 Article 4.4 – Exemptions / Exclusions, Section 4.4.2 reads:

The municipality is not obligated to seek competitive bids for Goods and Services when any of the following circumstances applies:

*(i) The products or services can be provided only by the following licensed professionals: lawyers, notaries, **engineers**, land surveyors, architects, chartered accountants, medical doctors, dentists, nurses, pharmacists, veterinarians.*

STRATEGIC PLAN:

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

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

BUDGET IMPLICATION:

Pricing of the proposals is as follows:

- Pinchin - \$29,470.⁰⁰
- Tulloch Engineering - \$33,750.⁰⁰

These funds were included in the 2025 Operating Budget for the Tennyson Landfill Site.

RECOMMENDATION(S)/OPTIONS:

Staff is requesting the following Resolution of Council be passed:

BE IT RESOLVED THAT the Council of the Township of Sables-Spanish Rivers secure the services of Tulloch Engineering in the amount \$33,750.⁰⁰ plus applicable fees and taxes to complete a Comprehensive Site Assessment of the Tennyson Landfill site.



Sean McGhee, Coordinator of Infrastructure



Anne Whalen, Clerk-Administrator

**Ministry of
Municipal Affairs
and Housing**

Municipal Services Office
North (Sudbury)
159 Cedar Street, Suite 401
Sudbury ON P3E 6A5
Telephone: 705 564-0120
Toll-Free: 1 800 461-1193

**Ministère des
Affaires municipales
et du Logement**

Bureau des services aux municipalités
du Nord (Sudbury)
159, rue Cedar, bureau 401
Sudbury ON P3E 6A5
Téléphone : 705 564-0120
Sans frais : 1 800 461-1193



234-2025-1426

April 15, 2025

Your Worship
Mayor Kevin Burke
Township of Sables-Spanish Rivers
11 Birch Lake Road
Massey ON P0P 1P0

Dear Mayor Kevin Burke:

Thank you for the letter you sent to Minister Rob Flack in which you share information about a proposed housing development in the community of Massey and the need for \$1.8 million in development-related infrastructure funding for this project. This letter has been forwarded to me and I have been asked to respond to you directly.

The Ministry of Infrastructure (MOI) supports communities by providing funding for community and housing-enabling infrastructure through the Municipal Housing Infrastructure Program (MHIP). As of April 17, eligible municipalities and First Nations can apply for funding to build, rehabilitate & expand water infrastructure to protect homes & create safer, more resilient communities through the new Health and Safety Water Stream under MHIP. More information about the \$175 million Health and Safety Water Stream is available at <https://www.ontario.ca/page/municipal-housing-infrastructure-program>.

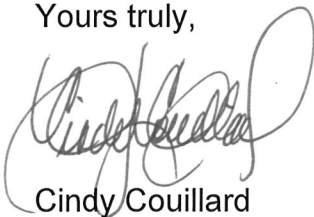
MOI supports communities by providing funding under the Ontario Community Infrastructure Fund (OCIF). OCIF provides eligible communities with funding that is used to address the renewal, rehabilitation, and replacement of critical infrastructure, including road, bridge, water and wastewater projects. OCIF funding may be used for capital construction of new core infrastructure only where it addresses an existing critical health or safety issue. Infrastructure expansion projects to accommodate expansion or residential development are ineligible expenditures under this program. OCIF allocations are calculated according to each eligible community's local infrastructure needs and economic conditions relative to other communities, which change from year to year. The province continues to provide \$400 million to 423 small, rural and northern communities across Ontario in 2025. Questions about OCIF can be directed to OCIF@ontario.ca

In addition, you may wish to reach out to the Manitoulin-Sudbury District Services Board (MSDSB). As the service manager that delivers housing and homelessness programs for the district, the MSDSB administers funding programs that can help create affordable units, including the Ontario Priorities Housing Initiative (OPHI). For information about funding programs, you may wish to reach out to Donna Stewart, Chief Administration Officer of the Manitoulin-Sudbury District Services Board by phone at 705-862-7805, extension 100 or by email at donna.stewart@msdsb.net.

If you have additional questions or need clarification about the information provided, please contact Steve May, Acting Housing Team Lead by phone at 705-688-8534 or by email at steve.may@ontario.ca

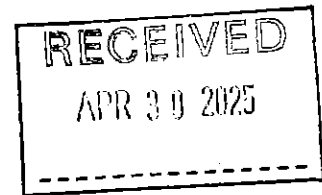
Please accept my best wishes.

Yours truly,

A handwritten signature in dark ink, appearing to read 'Cindy Couillard', with a large, stylized loop at the end.

Cindy Couillard
Manager (Acting), Local Government and Housing

Christian Brethren Fellowship
(Massey Bible Chapel)
315 Castle St
Massey, ON
POP 1P0



To: Township of Sables-Spanish Rivers
Counsel

Re: Utilities (Water) Invoice

To whom it may concern;

Would you consider reducing the amount that is invoiced to Massey Bible Chapel, due to the very low usage of water at our facility? Currently we are paying \$684.00/ year. We are a very small congregation < 50 people in attendance on most Sundays. The chapel facilities are only regularly used for 3 hours per week. Upon occasion we may host a couple of other short meetings in a month, but these are only attended by 4-5 people. We rarely have luncheons or dinners hosted at the facility.

In light of this, we therefore request a reduction.

Thank you for your attention.

Sincerely

P. Lynn Halliday, treasurer

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

BYLAW NUMBER 2025-23

Being a Bylaw for the Licensing and Requiring
the Registration of Dogs and Cats and for the Control and
Keeping of Dogs and Cats and other Animals within
the Township of Sables-Spanish Rivers

WHEREAS Section 11(3) of the *Municipal Act, S.O. 2001, c. 25* provides for the authority for lower tier municipalities to pass Bylaws regarding animals, and

WHEREAS Section 103 and 105 of the *Municipal Act, S.O. 2001, c. 25* outline specific power of municipalities regarding the impounding of animals and the muzzling of dogs, and

WHEREAS Section 12 of the *Dog Owners' Liability Act, R.S.O. 1990, c. D. 16* designates a Municipal Law Enforcement Officer as a Peace Officer for the purposes of enforcing the Act, and

WHEREAS Council deems it desirable to license and regulated dogs, cats and other domestic animals within the Municipality.

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

PART 1 – DEFINITIONS

- 1.1 Short Title: The Short Title of the Bylaw is “Animal Control Bylaw”.
- 1.2 Enforcement of Bylaw: The Bylaw shall be enforced by the “Animal Control Officer” and may be enforced by any Police Officer or Agent or Inspector of the Provincial Animal Welfare Service (PAWS).
- 1.3 “Animal Control Officer” includes the person or association who has entered into a contract with the Municipality to control dogs and cats and to operate a dog pound and any servants of such person or association and all servants thereof are hereby appointed Municipal Law Enforcement Officers pursuant to Section 15, Subsection 1 & 2 of the Police Services Act, 1990, chapter 10, and pursuant to Bill 74, The Provincial Offences Act. Who shall be Peace Officers for the purpose of enforcing the animal control and dog and cat licensing Bylaw, the *Dog Owners' Liability Act, R.S.O. 1990, c. D. 16* and related legal process serving.
- 1.4 “Cat” means a male or female domestic cat.
- 1.5 “Dog” means a male or female dog.
- 1.6 "Domestic animal" means any domestic animal, other than a dog or a cat.
- 1.7 “Herding Dog” means a dog that has been trained and is actively being used in a bona fide farming operation for the purposes of controlling livestock on the farm.
- 1.8 “Kennel” includes any building, part of a building or area used for the keeping of dogs.
- 1.9 “Leash” means a chain, rope, or other restraining device of not more than two (2) metres.
- 1.10 “License Agent” means the Animal Control Agency.
- 1.11 “Livestock Guardian Dog” means a dog that works and/or lives with domestic farm animals (e.g., cattle, sheep, poultry) to protect them while repelling predators and is used exclusively for that purpose.
- 1.12 “Municipality” means the Corporation of the Township of Sables-Spanish Rivers;

- 1.13 “Muzzle” means a humane device designed to fit over the mouth of a dog to prevent the dog from biting. A muzzled dog means a dog wearing a muzzle in the manner anticipated by the manufacturer of the muzzle.
- 1.14 “Owner” of a dog, cat or domestic animal includes a person who possesses or harbours a dog, cat or domestic animal and “owns” and “owner” have corresponding meaning, and where the owner is a minor, the person responsible for the custody of the minor.
- 1.15 “Vicious Dog” means a dog which has been declared to be vicious pursuant to Part 7 of this Bylaw.

PART 2 – LICENCING

- 2.1 No person in the Municipality shall own, harbour or possess a dog or a cat unless or until he or she has procured a license to do so as herein provided and every owner of a dog or cat shall be subject to the provision of the Bylaw.
- 2.2 The Animal Control Officer is hereby appointed License Agent, and authorized to issue under this Bylaw, and every such license shall be issued for and on behalf of the Municipality and on behalf of the License Issuer by the License Agent.
- 2.3 A license shall be procured and issued or renewed pursuant to this Bylaw by applying to the License Agent for said License or renewed License as the case may be and by paying the License Agent the fee.
- 2.4 Any License procured, issued or renewed pursuant to this Bylaw shall be in the form of a dog or cat tag.
- 2.5 Every dog or cat tag must bear a serial number, year of issue and the name of the License Issuer or License Agent.
- 2.6 A record shall be kept by the License Agent showing the Name and Address of the owner and the serial number of the tag.
- 2.7 The owner shall keep the dog or cat tag securely fixed on the animal at all times until the tag is renewed or replaced, but the tag may be removed while the animal is within the premises of the owner. Failure to do so constitutes a breach of the Bylaw.
- 2.8 In the event the tag issued for a dog or cat is lost, the owner may obtain a second tag upon the payment of a fee.
- 2.9 If there is a change of ownership of a dog or cat during the License year, the License holder shall notify the License Agent immediately of the change of ownership and the new owner must pay a License transfer fee for this service. Failure to do so constitutes a breach of the Bylaw.
- 2.10 Where a dog is a guide dog or a service animal as those terms are used in Ontario Regulation 429/07 under the Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11, as amended or replaced from time to time, no fee shall be charged for a License and a tag under this Bylaw.
- 2.11 Every License issued pursuant to this Bylaw shall expire on the 31st day of December of the year in respect of which it was issued.
- 2.12 Every License shall be renewed yearly on or before the 15th day of February and the fee to be paid to the License Agent.
- 2.13 Unless the animal was newly acquired within the previous seven days of the License application after the 15th day of February a late fee specified in Schedule “A”, which schedule is hereby incorporated as part of this Bylaw shall be applied.
- 2.14 The License fees to be paid to the License Agent at the time of the issuing of the License shall be specified in Schedule “A”, which schedule is hereby incorporated as part of this Bylaw.

PART 3 – KENNELS

- 3.1 Notwithstanding the provisions of section 2.12 and 2.14 above, no person in the municipality shall own, harbour or possess a kennel of dogs that are pure-bred, bred for re-sale or operate a boarding kennel until he or she has paid an annual Kennel License fee to the Clerk for the kennel.
- 3.2 Any person with a valid Kennel License is not liable to pay any License fee set out in Schedule A of this Bylaw.
- 3.3 The Kennel License fee to be paid to the Clerk at the time of issuing of the License shall be specified in Schedule “C”, which schedule is hereby incorporated as part of this Bylaw.
- 3.4 Owners and operators of kennels shall comply with the following regulations:
- 3.4.1 The License shall expire on the 31st day of December.
- 3.4.2 Every License shall be renewed yearly between the 1st day of January and the 15th day of February of the next year, inclusive. See schedule “D” – Kennel License Application.
- 3.4.3 A Kennel shall be permitted only in premises zoned for the purpose of the boarding and breeding of dogs.
- 3.4.4 No Kennel shall be permitted on a property of less than 4ha.
- 3.4.5 No Part of a Kennel shall be constructed or maintained closer than 30 metres from the nearest property line of any adjacent residence.
- 3.4.6 The floors of each room in which dogs are kept shall be:
- a) Constructed of an impermeable material and;
 - b) Flushed with water and deodorized with a suitable disinfectant daily or more often if necessary and that the animals should be removed when this is being done, and;
 - c) If such room is physically attached to a building used for human habitation, graded to an adequate drain which shall be connected to a municipal sewage system or sewage disposal system.
- 3.4.7 Each room that is used for the housing of dogs shall be equipped with a lighting system that is designed, constructed and maintained to:
- a) Distribute light as evenly and with as little glare as possible and;
 - b) Provide adequate light for the proper observation of every animal in the room, and;
 - c) Adequately stay lit for a continuous period of at least eight hours in every twenty-four hour period.
- 3.4.8 Each room that is used for the housing of dogs shall provide ventilation for the health, welfare, and comfort of every dog by either:
- a) Having an opening for natural ventilation with a minimum aggregate unobstructed free flow area of one percent (1%) of the floor area of the room, or;
 - b) Having a mechanical ventilation device in working order which changes the air at least two times each hour.
- 3.4.9 Each room that is used for the housing of dogs shall at all times, be maintained at a minimum temperature of nine degrees Celsius for the health, welfare and comfort of every dog therein

- 3.4.10 Each cage or pen used for the housing of dogs shall be so constructed and maintained that:
- a) Every dog in the cage or pen may comfortably extend it's legs to their full extent, stand, sit, turn around, and lie down in a fully extended position;
 - b) It is not likely to harm any therein;
 - c) Any dog therein cannot readily escape there from; and
 - d) It may be readily cleaned.
- 3.4.11 Each doorway, window, and outside openings shall be screened during the period of May 1st to October 1st of each year.
- 3.4.12 The yards and runways shall be:
- a) Fenced so any dogs therein cannot readily escape there from; and
 - b) Graveled and well drained or;
 - c) Paved with concrete, asphalt, or other impermeable material;
 - d) Graded to an adequate drain or gutter, and;
 - e) Cleaned at least once daily when in use.
- 3.4.13 Each area in which dogs are kept shall, at all times be maintained in a clean and sanitary condition.
- 3.4.14 Excreta, dead animals, and other waste resulting from the keeping of dogs shall be removed daily from the premises.
- 3.4.15 The Medical Officer of Health for the District of Sudbury shall enter any building and order the removal of any matter or thing which is dangerous or injurious to the public health including any or all of the above mentioned dogs, whenever it appears to the Medical Officer of Health that it is necessary for the preservation of the public or for the abatement of anything dangerous or injurious to the public health.
- 3.4.16 Every dog shall be supplied:
- a) With food of a type and in amounts nutritionally adequate for the dog, and;
 - b) With adequate amounts of potable water, and;
 - c) With medical service for any disease or injury from which the dog may be suffering.
- 3.4.17 The owner, operator or a person designated by the owner or operator shall attend at the kennel at least once every 12 hours.
- 3.4.18 An Animal Control Officer or any other duly authorized person may enter upon, and may inspect without notice any kennel or any place where dogs are kept at any reasonable time.
- 3.4.19 The Animal Control Officer or any other authorized person may revoke any License where the owner or operator of the kennel does not comply with the provision of this Bylaw or any applicable municipal Bylaws, provincial or federal statutes or regulations.
- 3.4.20 Where a kennel License has been revoked, the kennel owner may apply to the municipality for a hearing as to whether or not the kennel License should be revoked. An application for a hearing shall be filed with the Clerk within ten (10) business days of the date of delivery of the written notice that the kennel License has been revoked.

- 3.4.21 Any existing recognized kennels which existed prior to the passing of this Bylaw, shall be exempt from Section 3.1 – 3.3 as long as the ownership remains the same.

PART 4 –ANIMALS AT LARGE

- 4.1 No person shall, within the Municipality, fail to prohibit any dog or cat for which he or she is the owner from being at large or permit a dog or cat to be at large.
- 4.2 No person shall within the Municipality fail to prohibit any cat of which they are the owner of to cause damage or create a nuisance while at large within the limits of the Municipality.
- 4.3 No person shall within the municipality permit a domestic animal for which they are the owner to be at large.
- 4.4 For the purpose of this Bylaw, a dog, cat or domestic animal shall be deemed to be at large when found in any place other than the property of the owner of the dog, cat or domestic animal and not under the control of any person.
- 4.5 For the purpose of the Bylaw, a dog, cat or domestic animal shall be deemed not to be under the control of any person when the dog or domestic animal is not on a leash of a maximum length of two (2) metres held by a person, or is not on a leash which is securely affixed to some permanent structure from which the dog, cat or domestic animal cannot escape.
- 4.6 Notwithstanding the above, Herding Dogs and Livestock Guardian Dogs actively engaged in the performance of their trained duty shall not be considered running at large for the purpose of this section when:
- a) found on abutting or adjacent rural properties and the owner is in receipt of written permission and;
 - b) the Owner(s) can demonstrate that they are active livestock producers/farmers with a valid farm registration number or a religious exemption issued under the Registration and Farm Organization Funding Act, 1993.
- 4.7 No person shall allow or permit a dog, cat or domestic animal under his control or of which he or she is the registered owner to trespass on private property whether on a leash or not unless permission for said trespass is first obtained from the property owner.
- 4.8 No person shall allow or permit a dog, cat or domestic animal under his or her control or of which he or she is the registered owner to be on a Public Beach whether on a leash or not.
- 4.9 An Animal Control Officer, Police Officer or any Agent or Inspector of PAWS may:
- a) Seize and impound any dog or cat found at large or trespassing,
 - b) Restore possession of the dog or cat to the owner thereof where:
 - (i) The owner of the dog or cat pays to the Peace Officer or Animal Control Officer a pound fee for a dog or cat seized, a maintenance fee for each day subsequent to the day of seizure that the dog or cat remains impounded and any veterinary fees incurred by the Animal Control Officer for the care of the animal, and;
 - (ii) The owner has procured a current License for the dog or cat pursuant to Part 2 Licensing of this Bylaw.
- 4.10 Where a dog or cat is seized and impounded under section 4.7 of this Bylaw, the owner if known and whether the dog or cat is claimed from the pound or not, shall be liable for the pound, maintenance fees prescribed and any veterinary fees incurred by the Animal Control Officer for the care of the animal, and shall pay all fees on demand by the Animal Control Officer or License Agent.
- 4.11 Where at the end of three (3) days, the dog or cat has not been restored to the owner,

the Animal Control Officer may sell the dog or cat for such price as he or she deems reasonable, and no damages or compensation shall be recovered by the owner on account of its sale.

- 4.12 Where the owner of a dog or cat has not claimed the dog within three (3) days after its seizure, and where the dog or cat has not been sold, the Animal Control Officer may euthanize the dog or cat in a humane manner or otherwise dispose of the dog or cat as he or she sees fit in accordance with the provisions of the Province of Ontario Animals for Research Act as it relates to pounds and no damages or compensation shall be recovered by the dog owner on account of it being euthanized or otherwise disposed of.
- 4.13 Where a dog or cat seized under section 4.10 of this Bylaw is in distress, injured or ill and should be destroyed without delay for humane reasons or for reasons of safety to persons or animals, the Peace Officer or Animal Control Officer may euthanize the dog or cat in a humane manner as soon after seizure as he or she thinks fit without permitting any person to reclaim the dog or cat without offering it for sale, and no damages or compensation shall be recovered by the owner on account of its destruction.
- 4.14 In the opinion of an Animal Control Officer, where a dog or cat cannot be captured and where the safety of persons or animals are endangered, an Animal Control Officer, Police Officer or Agent or Inspector of PAWS may destroy the dog and no damages or compensation shall be recovered by the owner of the dog for said destruction.
- 4.15 Dogs and cats shall be accepted by the Animal Control Officer appointed by the Municipality.
- 4.16 Fees for the services outlined in Part 3 are as specified in schedule "B", which schedule is hereby incorporated as part of this Bylaw.

PART 5 – KEEPING OF DOGS AND OTHER ANIMALS

- 5.1 Every person who is the owner of a dog, cat or domestic animal at a time when the dog or domestic animal fouls property anywhere within the municipality, shall forthwith remove, or cause the removal of the excrement from such property and sanitarily dispose of the excrement. Failure to do so constitutes a breach of this Bylaw.
- 5.2 Any person who has a dog on property other than their own property shall have in their possession a scoop, bag or other container for the immediate disposal of excrement.
- 5.3 Section 5.1 and 5.2 shall not apply to the owner of a guide dog or a service animal as those terms are used in Ontario Regulation 429/07 under the Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11, as amended or replaced from time to time. Every person who owns a dog in the Municipality shall provide such dog or cause it to be provided with such veterinary care, food, potable water, exercise, and attention as may be required from time to time to keep it in good health.
- 5.4 If a dog is customarily kept out of doors, the person who owns such a dog shall, at all times, provide for its use, a structurally sound, weatherproof enclosure with off the ground flooring.
- 5.5 No person shall in the Municipality keep a dog tethered on a chain, rope or similar restraining device of less than 2.4 metres in length.
- 5.6 Every owner of an unaltered female dog in the Municipality shall, during each period that the unaltered dog is in heat, keep it confined so that it will not attract other Dogs or Animals.
- 5.7 No person shall keep any horses, cattle, goats, swine, mink, sheep or mules or similar livestock, unless such are kept on a property appropriately zoned for such purpose by the governing zoning Bylaw in effect, from time to time, for that property.

PART 6 - NOISE

- 6.1 No person shall in the Municipality cause or permit the persistent barking, calling or whining or other persistent noise making by any domestic pet, or any other animal kept or used for any purpose other than agriculture that may have the effect of disturbing the peace, quiet comfort or repose of any individual.

PART 7 – VICIOUS DOGS

- 7.1 No person shall in the Municipality cause or permit a dog, without provocation, to bite or attack a person or a domesticated animal. The Animal Control Officer may investigate any dog bite or attack incident. Where the Animal Control Officer is satisfied that the dog has, without provocation, bitten or attacked a person or a domesticated animal, he or she may declare the dog to be a vicious dog.
- 7.2 Where a dog has been declared a vicious dog, pursuant to section 7.1 of this Bylaw, the dog owner shall be provided with a copy of a written declaration to that effect. See schedule “E”.
- 7.3 Where a dog has been declared as a vicious dog, the dog owner may apply to the municipality for a hearing as to whether or not the declaration should be revoked. An application for a hearing shall be filed with the Clerk within ten (10) business days of the date of delivery of the notice of declaration.
- 7.4 No person shall, within the municipality, fail to restrain a vicious dog for which he or she is the owner.
- 7.5 For the purpose of this Bylaw where restrain is used in connection with a vicious dog at the owner’s property shall be deemed to mean:
- a) Kept indoors in a manner respective of its environmental needs which prevents contact with persons who have not consented to contact; or
 - b) Kept in a pen or other outdoor enclosure respective of its environmental needs which prevents the dog from:
 - (i) Leaving the owners household (except in accordance with the provisions of this Bylaw), and;
 - (ii) Coming into contact with persons who are not at the owner’s household.
- 7.6 For the purpose of this Bylaw where restrain is used in connection with a vicious dog at a place other than the owner’s property it shall be deemed to mean:
- a) Vicious dog muzzled, leashed and under the control of a person.
- 7.7 Every person who owns a vicious dog, upon relocation of his or her residence, shall immediately notify the License Agent of the change of address. Failure to do so constitutes a breach of this Bylaw.

PART 8 – PROTECTIVE CARE

- 8.1 A Peace Officer or Animal Control Officer is authorized, upon request of a Police Officer, to impound a dog, or cat for protective care purposes, pursuant to an incarceration, fire, medical emergency or for any other situation that the Peace Officer or Animal Control Officer deems appropriate and to keep such animals for a maximum of five days.
- 8.2 Where a dog or cat is seized and impounded, or impounded for protective care, the owner if known and whether the dog or cat is claimed from the pound or not, shall be liable for the impound and maintenance fees prescribed in Schedule “B” and shall pay all fees on demand by the Peace Officer or Animal Control Officer.
- 8.3 In the event that the owner of the dog or cat impounded for protective care does not claim the dog and pay the impound and maintenance fees in accordance with Schedule “B” within five days, then on the sixth day, the dog or cat shall be deemed

to have been impounded at large in accordance with PART 4 – ANIMALS AT LARGE.

PART 9 – GENERAL

- 9.1 Hearing Panel: The Council hereby delegates the Standing Committee for Animal Control, or such persons as that Committee may designate, to hear matters arising out of Part 3 or Part 7.
- 9.2 No person shall, forcibly retrieve a dog from an Animal Control Officer, Police Officer or Agent or Inspector of PAWS or a vehicle under an Officer’s control.
- 9.3 No person shall forcibly retrieve a dog from the pound keeper, an Animal Control Officer or, break and enter into a patrol vehicle of the Animal Control Enforcement Agency, Police Department or PAWS or retrieve a dog without payment in full of all fees and charges required to be paid under this Bylaw.
- 9.4 If any Part, Section, Subsection, Clause or Paragraph of this Bylaw is, for any reasons, held invalid, such portion shall be deemed separate, distinct, and independent and such holding shall not affect the validity of the Bylaw as a whole or any part thereof, other than the provisions so declared to be invalid.
- 9.5 Any person who contravenes any of the provisions of this Bylaw is guilty of an offence and upon conviction is liable to a fine as provided for in the Provincial Offences Act.
- 9.6 This bylaw hereby repeals Bylaws 2013-36 and Bylaw 2024-27 and any other amending bylaw or resolution passed that is inconsistent with this bylaw.

READ A FIRST AND SECOND TIME THIS 14th DAY OF MAY, 2025.

MAYOR – K. BURKE

CLERK – A. WHALEN

READ A THIRD AND FINAL TIME AND PASSED IN OPEN COUNCIL THIS 14th DAY OF MAY, 2025.

MAYOR – K. BURKE

CLERK – A. WHALEN

Schedule “A” to Bylaw 2025-23

LICENSE FEE

Dog or Cat License Fee -\$20.00

For Senior Citizens (over 65 years of age) Dog or Cat License fee -\$10.00

LATE FEE:

License Applications received after Feb. 15, add \$10.00 to each License fee unless the animal was newly acquired in the previous seven days.

MISCELLANEOUS

Service Animals	- no charge
Replacement Tag	- \$5.00
Transfer	- \$5.00

Schedule “B” to Bylaw 2025-23

Animal Control Service Fees

1. Dog Redemption:

Impound	\$ 100.00
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2. Per Diem Animal Maintenance Fee	\$ 33.00*
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*subject to HST.

DRAFT

Schedule “C” to Bylaw 2025-23

Kennel License Fee

1. Kennel License Fee	\$100.00
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KENNEL LICENCE APPLICATION

New ☐ Renewal ☐

Kennel Name: _____

Registration Affiliation: CKC____ AKC ____ Other_____

Applicant Name: _____

Address: _____

Telephone: _____

Property Description: _____

Year Established: _____ Distance to Closest Property Line: _____

Purpose of Kennel: Breeding or Raising of Dogs _____
Boarding _____
Other _____

Description of Kennel Facilities:

I _____ hereby give permission to the Township of
Sables-Spanish Rivers Animal Control Officer or other duly authorized person to enter at any
time, this kennel and lands upon which the kennel is situated, for the purposes of inspection.

Signature of Applicant _____ Date _____

Office Use: _____

Annual Kennel License Fee: \$100.00
Date Paid: _____
Receipt No. _____
Assessment Roll #: _____

VICIOUS DOG DECLARATION

Owner's Details:

Name: _____

Address: _____

Phone Number: _____ Email Address: _____

Animal Details:

Animal Name: _____ Breed: _____

Colour: _____ Age: _____ Sex: _____

An investigation of an incident involving your above-described animal and:

Victim: _____

Address: _____

On: _____ and investigation was conducted and it has been determined
(date)

that your animal has bitten or attacked a person/domestic animal in an unprovoked attack.

Accordingly, this animal is therefore declared “vicious” pursuant to Bylaw 2025-23, as amended, and you, the owner, are hereby notified that if you wish to keep this dog in the Township of Sables-Spanish Rivers you must:

1. Keep the dog muzzled and leashed at all times when it is off your property, and under the control of a person at least 16 years old.
2. At all times, when on your property or on the property of the person who has the care and control of the dog, the dog must be restrained. This is accomplished by keeping the animal inside a building, or house, or in an enclosed pen or other enclosed area of sufficient dimension and strength to be humane. You must also prevent the dog from either leaving the building or property or from coming in contact with persons who are not at that building or property.
3. If you transfer ownership or possession of this dog, or relocate your place of residence within the Township of Sables-Spanish Rivers, **you must immediately notify** the Animal Control Agency.

Contravention of Bylaw 2025-23, as amended, may result in prosecution of you as the owner of a vicious dog, and if convicted, a fine of up to five thousand dollars (\$5,000) may be levied for each offence.

You may appeal this Declaration by making Application to the Township Clerk within ten (10) business days of the date of delivery of this Notice of Declaration.

Animal Control Officer: _____

Date of Declaration: _____

Notice was served upon: _____

At: _____

By: _____

Time: _____

Corporation of the Township of Sables-Spanish Rivers
Schedule “F”

SET FINES
Part 1 Provincial Offences Act

Bylaw 2025-23, Being a Bylaw for the licensing and requiring the registration of dogs and cats and for the control and keeping of dogs, cats and other animals within the Corporation of the Township of Sables-Spanish Rivers

ITEM	COLUMN 1 Short Form Wording	COLUMN 2 Provision creating or defining offence	COLUMN 3 Set Fine
1	Failure to procure a License	Section 2.1	\$100.00
2	Failure to affix the dog or cat tag	Section 2.7	\$100.00
3	Failure to notify change of ownership	Section 2.9	\$100.00
4	Failure to register a kennel	Section 3.1	\$100.00
5	Fail to prohibit dog from being at large	Section 4.1	\$100.00
6	Fail to prevent a cat from causing a nuisance	Section 4.2	\$100.00
7	Fail to prohibit an animal from being at large	Section 4.4	\$100.00
8	Fail to pay the fees on demand by the Animal Control Officer	Section 4.9	\$100.00
9	Fail to clean up and dispose of dog or domestic animal excrement	Section 5.1	\$100.00
10	Fail to possess a means of disposing of excrement	Section 5.2	\$100.00
11	Fail to keep dog in good health	Section 5.3	\$100.00
12	Fail to provide outside enclosure	Section 5.4	\$100.00
13	Keep dog on improper chain or rope	Section 5.5	\$100.00
14	Keep Livestock where not permitted	Section 5.7	\$100.00
15	Permit dog or other animal to cause a disturbing noise	Section 6.1	\$100.00
16	Permit dog to bite or attack without provocation	Section 7.1	\$300.00
17	Fail to restrain a vicious dog	Section 7.4	\$300.00
18	Fail to notify change of address	Section 7.7	\$100.00
19	Forcibly retrieve dog from Animal Control (officer/vehicle)	Section 9.2	\$300.00

NOTE: The penalty provision for the offences indicated above is Section 9.5 of Bylaw 2025-23, a certified copy of which has been filed.

THE CORPORATION OF THE TOWNSHIP OF THE SABLES-SPANISH RIVERS

BYLAW NUMBER 2025-32

Being a Bylaw to Amend a Bylaw for the Purpose of
Establishing a Schedule of User Fees

WHEREAS Section 391 of the Municipal Act 2001, as amended, authorizes a municipality to impose fees or charges for services or activities provided or done by or on behalf of it;

AND WHEREAS it is deemed expedient to establish a schedule of user fees;

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

- 1. THAT the following Schedule attached hereto amends Bylaw 2024-55 and forms part of this bylaw.

Schedule ‘C’ - Waste Management

- 2. THAT this Bylaw shall amend Bylaw 2024-55 and any other Bylaw or resolution passed that is inconsistent with this Bylaw.

READ A FIRST AND SECOND TIME THIS 14th DAY OF MAY, 2025.

MAYOR – K. BURKE

CLERK – A. WHALEN

READ A THIRD AND FINAL TIME AND PASSED IN OPEN COUNCIL
THIS 14th DAY OF MAY, 2025.

MAYOR – K. BURKE

CLERK – A. WHALEN

BYLAW 2024-55 Schedule ‘C’ Waste Management
As Amended by Bylaw 2025-32

• Per cubic meter of construction garbage	\$20.00
• Per cubic meter of commercial garbage (contained in permanent bins)	\$15.00
• Per cubic meter household garbage	\$20.00
• Per Trailer or Truck Load of Brush/Leaves - @ Chutes Landfill site	no charge
• Tires – rims must be removed from all tires before depositing in landfill sites	no charge
• White Goods - each refrigeration unit not tagged with Freon removed	no charge \$10.00
• Per Large item of Furniture (excludes mattresses and box springs)	\$15.00
• Mattress or Box Spring	\$50.00
• Per Electronics (television, microwave, computer)	no charge
• Fluorescent light bulbs	no charge
• Per Boat/Recreation vehicle	\$200.00
• Bag Tags	\$ 5.00
Contractors wishing to access the Cameron Falls/Tennyson Landfill Site to dispose of construction/demolition rubble must make arrangements with the Township Office. The contractor will pay a \$150.00 fee to the Township to be accompanied to the site.	
• Septic Waste Disposal Fee; Contractor	\$70.00 per residence \$200.00 per commercial/business

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

BYLAW NUMBER 2025-34

Being a Bylaw to confirm the proceedings of the regular
Council Meeting held on May 14, 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, May 14, 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 14th DAY OF MAY, 2025.

READ A THIRD AND FINAL TIME AND PASSED IN OPEN COUNCIL
THIS 14th DAY OF MAY, 2025.

MAYOR – K. BURKE

CLERK – A. WHALEN