

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

**AGENDA**

Council Chambers – 11 Birch Lake Road, Massey

**REGULAR MEETING**

**JUNE 25, 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: Senior of the Year Presentation – Carolyn Hein**

**PUBLIC MEETINGS:**

**CONSENT AGENDA – Resolution to approve the following agenda items:**

**D1 – Board of Health Minutes** – BE IT RESOLVED THAT the Board of Health Minutes of June 12, 2025 be accepted.

**G1 – Bylaws:** BE IT RESOLVED THAT Bylaw 2025-39 being a bylaw to provide for Physician and Nurse Practitioner Recruitment and Retention Incentive Program be read a first, second, third and final time and passed in open council.

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

<b>REGULAR AGENDA</b>	<b>ACTION</b>
<b>A GENERAL GOVERNMENT</b>	
A1 Canada Day Fireworks Donation Request	Resolution
A2 Massey Legion- Canada Day Donation Request	Resolution
A3 Massey Area Museum- Summer Student Funding Request	Resolution
A4 Massey Area Museum- Summer Yard Maintenance Request	Resolution
A5 Disposal of Property in Shakespeare Twp Request – K. Thaxter	Resolution
A6 Noise Exemption Request- C. St. Michel- July 19, 2025	Resolution
<b>B PROTECTION TO PERSONS AND PROPERTY</b>	
B1 Fire & Emergency Services Committee Meeting Report- June 4, 2025	Resolution
<b>C PUBLIC WORKS</b>	
<b>D ENVIRONMENT, HEALTH AND WELFARE</b>	
<b>E RECREATION, TOURISM AND CULTURE</b>	
E1 Economic Development & Planning Meeting Minutes – June 17, 2025	Resolution
E2 Parks & Recreation Committee Meeting Minutes – June 18, 2025	Resolution
<b>G BYLAWS</b>	
G2 Bylaw 2025-40- Confirm Proceedings of Council	Resolution

**CLOSED SESSION**

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

**OTHER BUSINESS**



**UNAPPROVED MINUTES – FIFTH MEETING**  
**BOARD OF HEALTH**  
**PUBLIC HEALTH SUDBURY & DISTRICTS**  
**BOARDROOM, SECOND FLOOR**  
**THURSDAY, JUNE 12, 2025 – 1:30 P.M.**

**BOARD MEMBERS PRESENT**

Robert Barclay  
Renée Carrier  
Amy Mazey

Ken Noland  
Michel Parent  
Angela Recollet

Mark Signoretti

**BOARD MEMBERS REGRET**

Ryan Anderson  
Michel Brabant

Natalie Labbé  
Abdullah Masood

Natalie Tessier

**STAFF MEMBERS PRESENT**

Grace Bowie  
Kathy Dokis  
M. Mustafa Hirji

Sandra Laclé  
Stacey Gilbeau  
Stacey Laforest

Blessing Odia  
Rachel Quesnel  
Renée St Onge

**M. SIGNORETTI PRESIDING**

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

The meeting was called to order at 1:40 p.m.

The Board Chair highlighted that June is National Indigenous History Month and the Board of Health continues its journey of learning about Indigenous history, and Unlearning of social imprinting of bias through continued participation in the Unlearning Club. He added that June 21 is National Indigenous Peoples Day, and N'Swakamok Indigenous Friendship Centre will be holding their annual Pow Wow at Bell Park in Sudbury starting at 11 a.m. This is an opportunity for Board members to attend an Indigenous-led community event and further build relationships as per our ReconciliAction Framework.

**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) Preliminary Insights: Positive Space Evaluation**

- Ginette Demers, Manager, Health Equity, Knowledge and Strategic Services
- Geneviève Projean, Public Health Nurse, Health Equity, Knowledge and Strategic Services

G. Demers and G. Projean were invited to present on the evolution of the Positive Space initiative at Public Health Sudbury & Districts and to share work that is underway to help make Public Health more welcoming to Two-Spirit, lesbian, gay, bisexual, trans, queer, asexual and other gender and sexually diverse people (2SLGBTQIA+).

In 2019, Public Health Sudbury & Districts collaborated with Laurentian University to conduct a study around how Public Health can better engage and support the 2SLGBTQIA+ population in the service area. Based on the study findings, and following further consultation with subject matter experts, the Positive Space initiative was launched in June 2023.

With the Positive Space initiative having been in place for nearly two years, a process and outcome evaluation is being conducted in two phases. The current phase focuses on assessing the implementation of key actions and measuring their effects on clients and staff. Although the analysis is not yet complete, early insights from the process and outcome components of the evaluation were shared. These include that most staff who responded to the survey (97%) felt supported with implementing a Positive Space and many clients surveyed (88%) agreed they were treated in a safe and respectful manner by staff during their most recent Public Health visit. Initial recommendations for improvement of the Positive Space efforts include

- Enhancing partnerships and collaborations with 2SLGBTQIA+ people and service providers
- Working on enhancement of positive, inclusive, and safer spaces through Public Health services in the community
- Providing additional staff development as well as routine training opportunities to ensure Positive Space efforts are continuously actioned

Next steps include finalizing a report of the findings from this first part of our evaluation. Recommendations will then inform a second phase of evaluation.

In addition, planning is underway for the collection of socio-demographic data pertaining to gender identity and sexual orientation across program areas. Further, additional staff development and training opportunities are being explored and will be implemented while feedback from staff and clients continues to be monitored.

Over the next year, we will work with partners and people with lived and living experience to explore the assets, needs, and priorities of 2SLGBTQIA+ communities in our service area, and we will engage in knowledge mobilization of community surveillance data and past research findings. We have partnered with the University of Toronto on a new research project to explore how intergenerational connections between 2SLGBTQIA+ youth and older adults can strengthen wellbeing and shape inclusive community programs. This work builds on our previous study and will help Public Health improve outreach, build partnerships, and design more responsive, community-informed supports.

Questions and comments were entertained and presenters thanked.

**ii) Unlearning & Undoing White Supremacy and Racism Project Unlearning Club – United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP)**

- Sarah Rice, Manager, Indigenous Public Health
- Alicia Boston, Health Promoter, Indigenous Public Health

S. Rice and A. Boston were invited to present on the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) which serves as a critical international framework that has significantly shaped global conversations on Indigenous rights. For the Board of Health, which is engaged in the Unlearning & Undoing White Supremacy and Racism Project, UNDRIP is a foundational document that supports Public Health Sudbury & Districts' commitment to addressing systemic racism and advancing justice. Understanding and applying these principles is essential in efforts to dismantle colonial structures and promote equity for Indigenous communities. A historical overview was provided regarding the slow timeline to the eventual legislative incorporation of UNDRIP's recommendations in 2021.

UNDRIP aligns closely with the Public Health Sudbury & Districts' Indigenous Engagement Strategy and Governance ReconciliAction Framework. These local commitments reflect our ongoing dedication to reconciliation and building respectful, meaningful relationships with Indigenous communities. UNDRIP provides a foundational framework to guide and deepen these efforts, helping address historic injustices and systemic inequities faced by Indigenous peoples in our region. It affirms the right of Indigenous peoples to self-govern their own health services and programs. This supports our shift from viewing Indigenous health solely through an equity lens, to recognizing Indigenous peoples as rights holders with authority

over their own health and wellness. This shift is crucial to improving health outcomes and building meaningful relationships based on respect and shared decision-making.

UNDRIP recognizes and validates traditional healing practices and the importance of cultural safety in health care. This aligns with our efforts to integrate Indigenous knowledge systems into our approaches, to ensure that our programs and services are culturally safe, respectful, and effective. Finally, UNDRIP grounds ethical and inclusive decision-making in health governance and reminds us that policies and programs must be co-developed with Indigenous partners, ensuring their voices are meaningfully engaged at every stage. This collaborative approach is embedded in our Governance ReconciliAction Framework and essential to fostering trust and respect. It was concluded that UNDRIP is a vital tool for Public Health Sudbury & Districts to lead in advancing Indigenous health rights, equity, and reconciliation in our community.

Comments and questions were entertained and presenters thanked for their presentation and work at ensuring Indigenous peoples continue to have their rights respected and protected.

Due to the risk of losing quorum for the meeting, consensus was reached to deal with the 2024 Audited Financial Statements before the consent agenda.

## **NEW BUSINESS**

### **i) 2024 Audited Financial Statements**

- Public Health Sudbury & Districts Audited Financial Statements for 2024

M.M. Hirji noted the requirement to provide Audited Financial Statements every year.

M. Parent, Chair of the Board of Health Finance Standing Committee, was invited to present the 2024 Audited Financial Statements. He shared that the Finance Standing Committee met on June 2, 2025, and reviewed the 2024 draft audited financial statements.

Derek D'Angelo, Audit Partner at KPMG virtually joined the Finance meeting to review the audit processes and present the audit findings report. Based on the auditor's report, the financial statements present fairly, in all material respects, the financial position of Public Health Sudbury & Districts as of December 31, 2024. The auditors did not identify any material misstatements, illegal acts or fraud and no internal control issues.

As such, the auditors propose to issue an unqualified report on the financial statements subject to the approval today of the draft statements. The financial statements for 2024 are presented with the Board Finance Standing Committee's recommendation for approval of the 2024 audited financial statements.

With respect to the content of what is reported in the financial statements, highlights discussed by the Finance Committee were outlined, including that 2024 was a year of significant change where the agency completed its ramp down COVID-19 activities, refocused on Public Health priorities and addressed the backlog that occurred over the pandemic. In 2024, the Ministry ceased to provide local Public Health with extraordinary funding for COVID-19 expenses as of March 31, 2024. The Ministry also did not provide local public health agencies with the opportunity to apply for one-time funded programs on the 2024 Annual Service Plan. Notwithstanding this, the province did ultimately provide small unsolicited and unplanned one-time funding grants for COVID-19 vaccines, for Public Health Inspector Practicums, and for a new RSV (Respiratory Syncytial Virus) vaccination program.

Major capital/infrastructure projects in 2024 were summarized.

The 2024 Audited Financial Statements reflect these major events, and the variances observed on the financial statements are attributable primarily to the reduction in one time funding opportunities from the Ministry.

Dr. Hirji and the Corporate Services Finance Team under Interim Director, Sandra Laclé and Manager, Keeley O'Neill, were recognized for their thorough, accurate, and careful stewardship of the organization's finances that has led to the auditor's making an unqualified assessment around the accuracy of the financial statements.

#### **29-25 ADOPTION OF THE 2024 AUDITED FINANCIAL STATEMENTS**

**MOVED BY PARENT – NOLAND: WHEREAS the Board of Health Finance Standing Committee recommends that the Board of Health for the Sudbury and District Health Unit adopt the 2024 audited financial statements, as reviewed by the Finance Standing Committee at its meeting of June 2, 2025;**

**THEREFORE BE IT RESOLVED THAT the 2024 audited financial statements be approved as distributed.**

**CARRIED**

#### **5. CONSENT AGENDA**

- i) Minutes of Previous Meeting**
  - a. Fourth Meeting – May 15, 2025**
- ii) Business Arising from Minutes**

**iii) Report of Standing Committees**

- a. Unapproved Board of Health Finance Standing Committee minutes dated June 2, 2025

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

- a. MOH/CEO Report, May 2025

**v) Correspondence**

- None

**vi) Items of Information**

- a. 2025 alPHa Conference, Annual General Meeting and Board Section Meeting
  - Conference Program – draft dated June 3
  - Board of Health Section Agenda – draft dated May 23
  - 2025 alPHa Resolutions for Consideration
- b. Statement from the Chief Medical Officer of Health dated June 5, 2025

In response to inquiries regarding the MOH/CEO report to the Board, clarification was provided regarding the Province's proposal to amend Section 22, as well as surveillance of waste water for COVID-19, influenza, and other viruses. Additional information will be provided to Board of Health members regarding the Icelandic Prevention Model and consideration will be given for a presentation to focus this topic at a future Board of Health meeting.

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

**CARRIED**

**6. NEW BUSINESS**

**i) 2024 Audited Financial Statements**

- Public Health Sudbury & Districts Audited Financial Statements for 2024

Dealt with prior to Consent Agenda.

**ii) Organizational Risk Management**

- Briefing Note from the Acting Medical Officer of Health and Chief Executive Officer to the Board of Health Chair dated June 5, 2025
- 2024 Risk Management Annual Report
- 2026–2028 Risk Management Plan – Engagement Strategy

In October 2016, the Board of Health proactively approved an organization-wide risk management framework, policy, procedure, and a risk management plan which prescribes quarterly reporting for Senior Management Executive Committee and annual roll-up of all

data for Board of Health review. The 2024 Risk Management Annual Report is included in today's Board of Health agenda package.

M.M. Hirji provided an overview of the risk management framework and risk prioritization matrix heat map which visually represents and prioritizes risks based on their likelihood of occurrence and potential impact. It was noted that commentary is provided within the report for each risk. It was noted that the quarterly report shows that the risks have remained stable overtime. It was noted that the risks are largely external in nature and risks that cannot be completely eliminated; however, putting mitigation strategies in place help reduce their potential impact.

This is the final year of the current 2023–2025 Risk Management Plan. Planning is underway for the development of the next iteration of the risk management plan for the 3-year period of 2026–2028. The engagement strategy, shared with the Board of Health for awareness, will begin in the fall with workshops for the Senior Management Executive Committee in September 2025 and Board of Health in October 2025 for final approval by the Board of Health in the January 2026.

The Board of Health 3-hour workshop will be to identify and assess new risks to Public Health for the 2026–2028 risk management plan. Board members are asked to pencil in the morning of Thursday, October 16, 2025, in their calendars. Following the workshop, lunch will be provided before the October 16, 2025, Board of Health meeting.

### **31-25 RISK MANAGEMENT**

**MOVED BY RECOLLET - CARRIER: BE IT RESOLVED THAT the Board of Health receive the 2024 Annual Risk Management Report; and**

**FURTHER THAT the Board of Health receive an update on the engagement strategy for the development of its 2026–2028 Risk Management Plan.**

**CARRIED**

### **7. ADDENDUM**

None

### **8. ANNOUNCEMENT**

Board members were invited to complete the June Board of Health meeting evaluation following the meeting.

Ken Noland was presented with a service pin for reaching a 20-year milestone as a Board of Health member.



There are no regularly scheduled Board of Health meetings for July and August. The next regular Board of Health meeting is Thursday, September 18, 2025. Board of Health members were reminded that the Board of Health group photo will be held prior to the September 18, 2025, Board of Health meeting.

Also, following today's meeting, Board members are asked stay for the Unlearning Club session.

## **9. ADJOURNMENT**

### **32-25 ADJOURNMENT**

**MOVED BY PARENT – BARCLAY: THAT we do now adjourn. Time: 2:40 p.m.**

**CARRIED**

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(Chair)

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(Secretary)

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

BYLAW NUMBER 2025-39

Being a Bylaw to Provide for a Physician and  
Nurse Practitioner Recruitment and  
Retention Incentive Program

WHEREAS Section 10(2) of the Municipal Act, 2001 as amended, provides for a Council to pass a bylaw to provide for any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS it is deemed expedient to establish a Physician and Nurse Practitioner Recruitment and Retention Incentive Program;

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

1. THAT the Physician and Nurse Practitioner Recruitment and Retention Incentive Program is hereby attached to this Bylaw as “Schedule A”;
2. This Bylaw shall become into force and take effect on third and final reading.

READ A FIRST AND SECOND TIME THIS 25<sup>th</sup> DAY OF JUNE, 2025.


READ A THIRD AND FINAL TIME AND PASSED IN OPEN COUNCIL THIS 25<sup>th</sup> DAY OF JUNE, 2025.

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MAYOR – K. BURKE

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CLERK – A. WHALEN

	<b>Corporation of the Township of Sables-Spanish Rivers</b>	
	<b>Document Title</b>	<b>Physician &amp; Nurse Practitioner Recruitment &amp; Retention Program</b>
	<b>Department</b>	Environment, Health & Welfare
	<b>Date Authored</b>	March 31, 2025
	<b>Approval Level</b>	Council of the Township of Sables-Spanish Rivers
	<b>Date of Approval</b>	June 25, 2025
	<b>Revision Date</b>	
	<b>Bylaw No.</b>	2025-39

**Policy Statement:**

The Council of the Township of Sables-Spanish Rivers has established a policy to provide incentives to new physicians or nurse practitioners who establish or take over a practice in the Township of Sables-Spanish Rivers. Recognizing that there is an ongoing need to assist with the attraction of physicians and/or nurse practitioners, Council has established the requirements under which incentives will be provided to a new physician and may be extended to a nurse practitioner.

**Background:**

Family doctors are the foundation of our healthcare system, and the care and expertise they provide cannot be replaced. Having a regular family physician improves health outcomes, reduces mortality, decreases hospitalization and reduces healthcare costs.

In 2024 it was estimated that 2.5 million Ontarians are without a family doctor, and the list continues to grow. The Ontario College of Family Physicians is calling for urgent support to ensure family doctors can provide Ontarians with the care they need.

The Township of Sables-Spanish Rivers is dedicated to providing access to health care for its residents by ensuring our Medical Clinic continues to be staffed by family physicians and complemented by a nurse practitioner.

**Purpose/Application:**

The purpose of this policy is to provide for an incentive program to attract new physicians or nurse practitioners to establish/take over a practice in the Township of Sables-Spanish Rivers.

**Definitions:**

- a) New Physician – A physician with no current roster of patients that is establishing a new practice or is accepting an existing roster, or portion thereof, of patients from an active physician who is leaving their Massey Medical Clinic practice.
- b) New Practice – The physician will be required to furnish and equip new office space.
- c) Practice Takeover – The physician will be moving into existing office space that is already furnished and equipped.
- d) New Nurse Practitioner – a Nurse Practitioner with no current roster of patients that is accepting an existing roster, or portion thereof, of patients from an active Nurse Practitioner who is leaving the Massey Medical Clinic.

**Agreement – Criteria & Expectations:**

The Physician must enter into a Memorandum of Understanding with the Township of Sables-Spanish Rivers that covers the following:

- Letter of intent from the physician to either establish a new family practice or take over an existing family practice
- Letter of Recommendation from physician practice being taken over

- Qualified to practice family medicine in the Province of Ontario and/or eligible under Practice Ready Ontario (PRO)
- Member in good standing with the College of Physicians and Surgeons of Ontario (“CPSO”)
- Holds and maintains a valid membership in the Canadian Medical Protective Association (CMPA)
- For Nurse Practitioner - Registration in good standing with the College of Nurses of Ontario in the Extended Class (RN(EC))

#### **Expectations of the Physician/Nurse Practitioner:**

- Practice family medicine on a full-time basis at the Massey Medical Clinic for a period of no fewer than 5 years (the “Term of Service”).
- Accept residents on the Sables-Spanish Rivers wait list before accepting patients from other areas.
- Physician to roster a minimum of 650 patients within the first 2 years of service.
- Live in the Township of Sables-Spanish Rivers or surrounding area in order to provide patient care in person.

In return, The Township of Sables-Spanish Rivers will offer a financial incentive in the amount of \$25,000.00 which will be paid out in equal installments over the five-year period (Term of Service).

#### **Budget Considerations:**

The Township of Sables-Spanish Rivers will include in the budget an amount of \$5,000.00 each year in the term (2026 - 2030), thereby providing an incentive grant for one (1) new physician or nurse practitioner over the course of the term. If not required to pay a grant in the current year, this amount will be transferred to the Physician & Nurse Practitioner Recruitment Incentive Reserve.

#### **Monitoring & Evaluation:**

This policy will be reviewed in the first year of the term of the new Council. Notwithstanding the forgoing, as conditions may change, Council may at any time review and/or amend the policy if deemed appropriate.

Amendments or additions to this policy shall be approved by Resolution of Council and be coordinated with, and form part of this Policy.

In order to ensure the program is effective in recruitment efforts, the following will be conducted upon launch of incentives:

- Number of lead inquiries from interested physicians/nurse practitioners
- Number of physicians/nurse practitioners hired
- Annual touchpoint with Medical Clinic Manager and physicians/nurse practitioners hired under this program for community experience and feedback

# Township of Sables-Spanish Rivers

## COUNCIL REPORT



**COUNCIL MEETING:** June 25, 2025  
**AGENDA GROUP:** A  
**DEPARTMENT:** Administration  
**AUTHOR:** Anne Whalen  
**SUBJECT:** Canada Day Funding

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### **BACKGROUND:**

Each year an application is submitted to Canadian Heritage for funding for our Canada Day festivities. Applications are due in November the year prior.

The application is for all activities that are taking place in our municipality which includes the flag raising ceremony at the Legion, the activities at the Mouth Park including birthday cake and the fireworks display.

Traditionally the grant has been applied to the purchase of fireworks with the Fire Department supplementing the cost with donations from area businesses.

In 2024 we received a grant in the amount of \$1,560. Council approved a donation towards the Fireworks in the amount of \$940.00 to bring the funding to \$2,500.00.

For 2025 the grant allocation approved by Heritage Canada is \$1,970.00. If Council wishes to increase the funding to \$3,000 then a donation in the amount of \$1,030 would be needed to achieve this.

### **RELATED POLICY:**

n/a

### **STRATEGIC PLAN:**

Goal – Development & Tourism

Strategic Direction – Explore increased opportunities to promote heritage, arts and culture within the community.

Action Item – Liaise with community groups to build on existing programs

### **BUDGET IMPLICATION:**

Council Donation budget for 2025 = \$10,000. To date, approximately \$4,500 has been committed.

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

BE IT RESOLVED THAT Council approve a donation to the 2025 Canada Day events in the amount of \$1,030.00.

### **ATTACHMENTS:**

Approval letter – Canada Heritage Grant



Canadian  
Heritage

Patrimoine  
canadien

April 4, 2025

Anne Whalen  
Clerk's Administrator  
CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS  
11 Birch Lake Road  
Post Office Box 5, Rural Route #3  
Massey, Ontario  
P0P 1P0

Title: Celebrate Canada Funding Application

Dear Anne Whalen:

On behalf of the Minister of Canadian Culture and Identity, Parks Canada and Quebec Lieutenant, it is my pleasure to inform you that your application for funding has been approved.

A grant in the amount of \$1,970 will be awarded to help your organization carry out its activities, under the Celebration and Commemoration Program, Celebrate Canada Component. This funding will be allocated over one government fiscal year 2025-2026 and will be subject to certain terms and conditions, the appropriation of funds by Parliament, and the budget levels of the Program.

One of our program representatives may contact you in the near future to review the terms and conditions and answer any questions you may have related to this funding.

In closing, I would like to take this opportunity to wish you and the members of your organization the greatest success in your endeavours.

Sincerely,

Colin Boyd  
Regional Director General  
Canadian Heritage

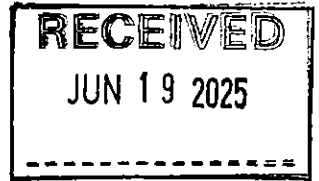
Canada



The Royal Canadian Legion  
Massey Branch 432

320 Imperial Street, South  
P. O. Box 117  
Massey, Ontario  
P0P 1P0

Tel: 705-865-2522  
Email:  
legionmassey432@eastlink.ca



Township of Sables Spanish Rivers  
Council Members

Date: June 18, 2025

**RE: Donation Request – July 1<sup>st</sup> Celebration**

I hope this message finds you well. I'm reaching out on behalf of the Royal Canadian Legion Branch 432 in Massey as we gear up for our exciting July 1st celebration. This event means a lot to our community as it brings us together to honor our heritage and enjoy some quality time with one another.

We would love your support in making this event a success! We're hoping to receive a contribution from the municipality to help cover costs for entertainment, refreshments, and a variety of fun activities planned for the day. A donation of \$200.00 would be immensely appreciated.

Thank you so much for considering our request! We truly value your support and are looking forward to the possibility of collaborating with you for this celebration.

Warm regards,

Thoma Crabs  
President  
Royal Canadian Legion Branch 432



**June 11, 2025**

**To: Anne Whalen**

Township of Sables-Spanish Rivers  
11 Birch Lake Road Massey, Ontario P0P 1P0

Dear Anne,

**Subject: Request for Assistance to Support a Second Summer Student**

I am writing on behalf of the Massey Area Museum to request the municipality's assistance in supporting the hiring of a second summer student for the 2025 summer season. Our organization continues to experience increased demand for services during the summer months, and the addition of a second student would significantly enhance our capacity to meet this demand effectively.

Your contribution toward our summer student program will have a meaningful impact on both our operations and the student involved, who will gain valuable hands-on experience while contributing to our community. This year, with the expanded scope of our projects and increased foot traffic, an additional student would allow us to maintain quality service while also providing another young person with a meaningful employment opportunity. As our beautiful municipality has so much to offer tourists, the museum is perfectly located for tourists and we would open for 6 - 7 days a week for the July and August months with your generous assistance.

We are seeking financial support to help fund the wages or operational costs associated with hiring a second student. We are asking for \$5,500 (35hrs/week for 8 weeks) in advance to be used directly toward the student payroll. We are committed to managing this position responsibly and ensuring the student gains relevant, practical experience while contributing positively to our community initiatives. I have enclosed a copy of her resume that we only received on June 11<sup>th</sup>.

Although this is late notice, we have just received an excellent candidate to help us maximize our open hours. She is attending university in the fall. I have enclosed a copy of the resume that we received for your consideration. We would welcome the opportunity to further discuss this request and provide additional details regarding the proposed role and its benefits. Thank you for considering this request. We appreciate the ongoing support the municipality provides to local organizations like ours.

Sincerely,

**Elizabeth Guilbeau**  
**Treasurer, Massey Area Museum**

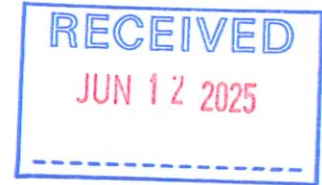
**Encl. (1)**





Massey Area Museum  
Box 237, 150 Sable Street East  
Massey, Ontario P0P 1P0

**June 11, 2025**



Township of Sables-Spanish Rivers  
11 Birch Lake Road Massey, Ontario P0P 1P0

Re: Massey Area Museum - Summer Yard Work Assistance

**Subject: Request for Assistance for Outdoor Yard Maintenance 2025**

I am writing on behalf of the Massey Area Museum to request the municipality's assistance in yard maintenance for the 2025 summer season. As you can see, we have repainted our entrance and front door keeping the old museum looking fresh and inviting.

The community has taken notice of our fresh appearance and we have been receiving compliments. We are already getting a good number of visitors, local, from other provinces and other countries. Presently we are open from 10 am to 4 pm, Mondays to Fridays, but our intent for July and August is 9:30 am to 6:00 pm. A few visitors have already asked about our summer hours.

Please let us know either way, if you are able to help with the outdoor maintenance or we will continue to look for volunteers to assist us.

Thank you again for your continued support.

Sincerely,

A handwritten signature in black ink that reads 'Elizabeth Guilbeau'.

**Elizabeth Guilbeau**  
**Treasurer, Massey Area Museum**

*treasurer@masseyareamuseum.com*

# Township of Sables-Spanish Rivers

## COUNCIL REPORT



**COUNCIL MEETING:** June 25, 2025  
**AGENDA GROUP:** A  
**DEPARTMENT:** General Government  
**AUTHOR:** Anne Whalen, Clerk-Administrator  
**SUBJECT:** Purchase of Land

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### **BACKGROUND:**

The attached request has been received with respect to the purchase of land in Shakespeare Township, owned by the Township; more specifically Concession 1, Lot 8, Parcel 394 - see attached sketch for location. The subject property is 17 acres and is vacant. Mr. Ken Thaxter would like to purchase this property.

This property is currently landlocked, so development would be restricted unless an easement was obtained from an adjacent land owner.

If Council wishes to dispose of this land, the procedure for disposal of real property is set out pursuant to Bylaw 2009-36, *a bylaw to establish policies respecting the sale of property*. It is noted that this property was declared surplus in 2021.

The option is available to invite sealed bids from the public, so that no one is restricted from having the opportunity to express their interest, or alternatively Council may entertain an offer to purchase from Mr. Thaxter exclusively (the bylaw still would require us to forward notice to any adjacent landowners of the surplus property).

### **RELATED POLICY:**

Bylaw 2009-36, *A Bylaw to Establish Policies Respecting the Sale of Property*

### **STRATEGIC PLAN:**

Goal-

Strategic Direction-

Action Item-

### **BUDGET IMPLICATION:**

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

*BE IT RESOLVED THAT we do not wish to dispose of the municipal property described as Shakespeare Township, Concession 1, Lot 8, Parcel 394.*

- or -

*BE IT RESOLVED THAT the municipal property described as Shakespeare Township, Concession 1, Lot 8, Parcel 394 is hereby declared surplus;*

*AND THAT the procedure for the sale of real property shall be commenced as per Bylaw 2009-36, a bylaw establishing policies respecting the sale of property;*

*AND THAT an offer to purchase from Ken Thaxter shall be considered.*

### **ATTACHMENTS:**

- Letter from Ken Thaxter – June 10, 2025
- Sketches of subject property
- Bylaw 2009-36, *A Bylaw to Establish Policies Respecting the Sale of Property*



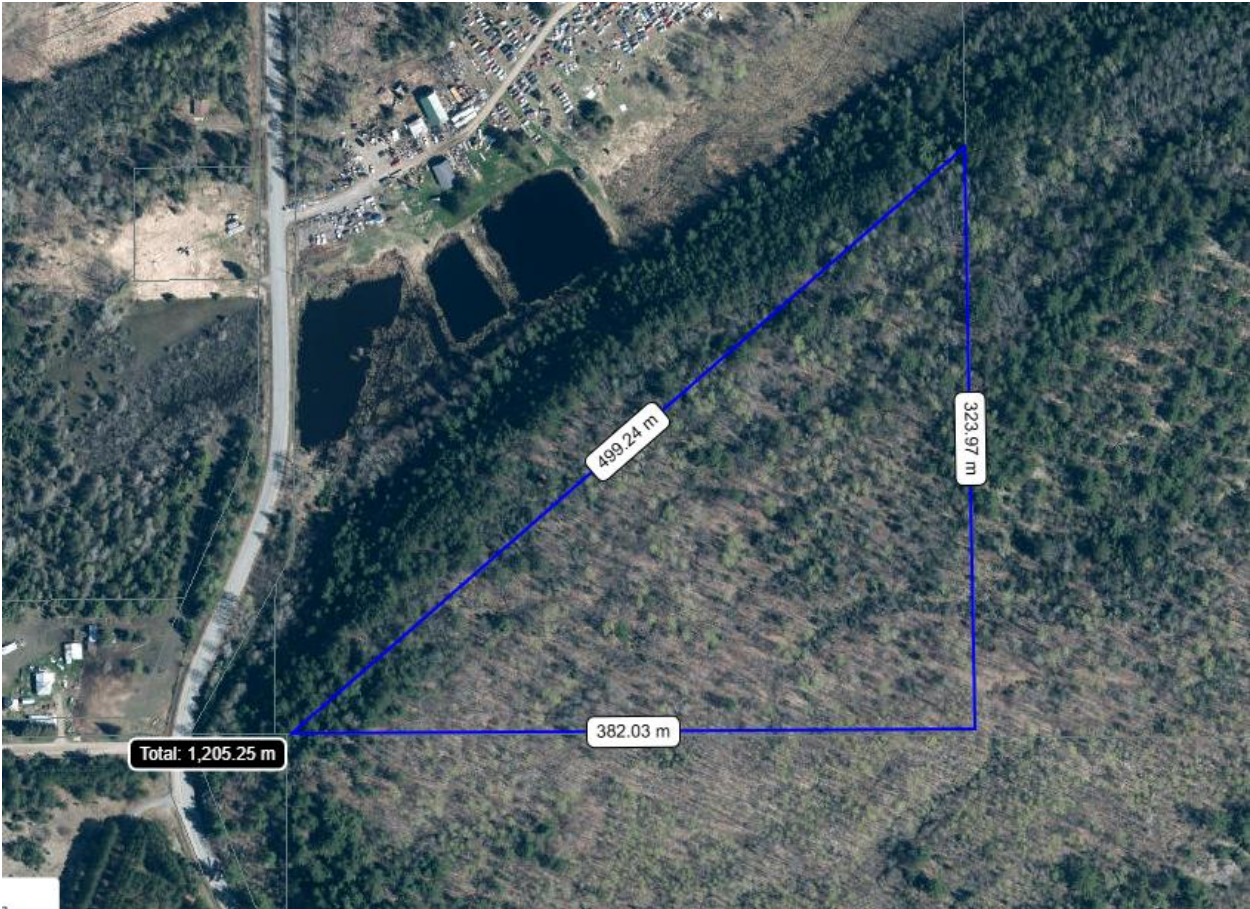
Township of Sables-Spanish Rivers  
**COUNCIL REPORT – Page 2**



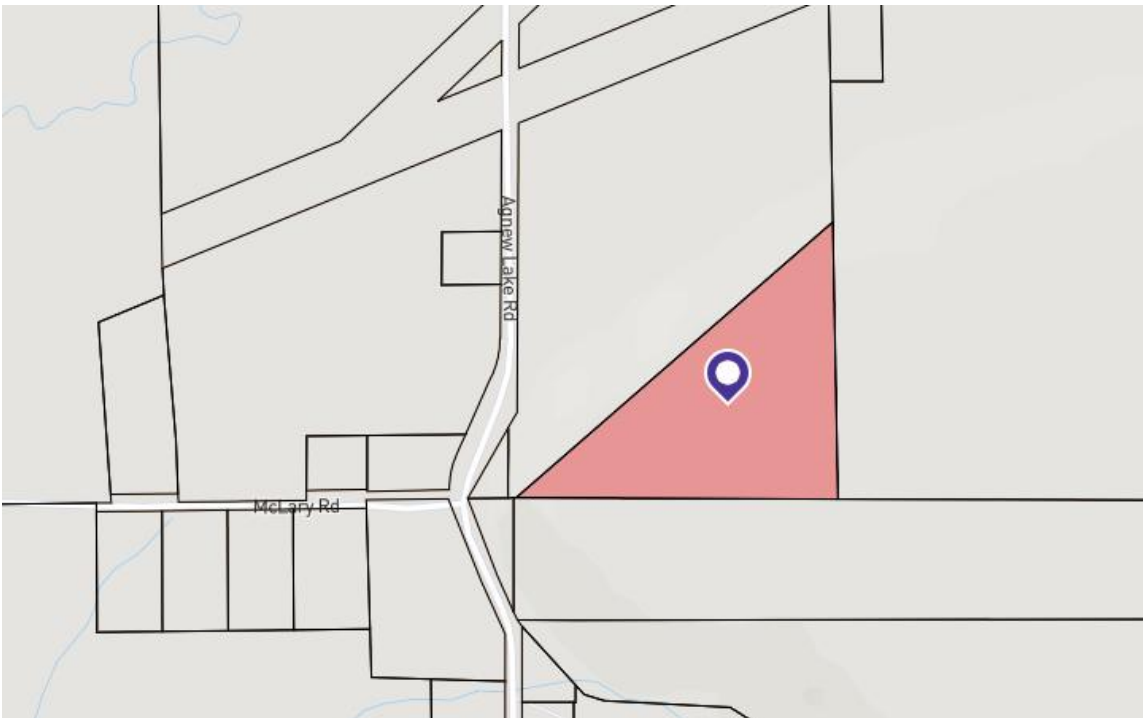
**COUNCIL MEETING:** June 25, 2025  
**AGENDA GROUP:** A  
**DEPARTMENT:** General Government  
**AUTHOR:** Anne Whalen, Clerk-Administrator  
**SUBJECT:** Purchase of Land

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Aerial View – Agnew Lake Road/Shakespeare Township:



Assessment Map Indicating Subject Property:





Ken Thaxter

ken\_thaxter@yahoo.ca

705-923-1548 (cell)

June 10, 2025

**Re:** Shakespeare Township, Con1; Lot B; Pcl 394; Pin 52180000110300000000

Dear Sir or Madame:

I am writing to inquire about the above property that I understand was forfeited to the Township of Sables-Spanish Rivers for unpaid taxes. If this property is going to be sold, I would be interested in purchasing it. If you could advise me if it is for sale, I will have my Lawyer draw up and submit an Agreement of Purchase and Sale. Also, please advise me if there are any forms or applications required in order to initiate this process. Your attention to this inquiry will be greatly appreciated.

Regards

Ken Thaxter

A handwritten signature in blue ink that reads "Ken Thaxter".

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

BYLAW NUMBER 2009 - 36

Being a Bylaw to Establish Policies  
Respecting the Sale of Property

WHEREAS Section 270(1) of the Municipal Act, 2001, S.O. 2001, allows for a municipality to adopt and maintain policies with respect to the sale and other disposition of land;

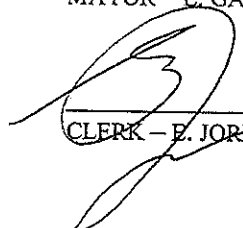
NOW THEREFORE the Council of the Corporation of the Township of Sables-Spanish Rivers ENACTS AS FOLLOWS:

1. Prior to the sale of any real property or the lease of real property for a period of 21 years or longer, a resolution declaring the property surplus must be passed at a public meeting.
2. Prior to disposal of real property Council shall obtain at least one appraisal of the fair market value of the property. The form of appraisal shall be an "Opinion of Value".
3. Public notice will be placed in a local newspaper subsequent to Council declaring the property surplus and prior to Council giving final consideration to the sale of the property. This notice may contain specific requirements or conditions for the future use of the surplus property.
4. Written notice shall also be forwarded to any adjacent landowners of the surplus property, as well as those directly across a public road allowance from the surplus property, where Council receives an expression of interest in purchasing real property from an individual.
5. When more than one party has expressed an interest in purchasing real property or when Council believes it to be in the best interest of the municipality, Council may direct by resolution, that the real property be sold by tender, sealed bids, or an offer to purchase, whichever Council feels is the most appropriate way of disposing of the property.
6. The acceptance of any bid or offer to purchase shall be at Council's discretion.
7. When Council directs that the real property be sold by tender, the municipality's tendering policy shall apply.
8. The purchaser will be responsible for all costs incurred or required to dispose of real property including legal, survey, encumbrances, advertising, administrative fees, etc.
9. The Certificate of Compliance attached hereto as Schedule 'A' shall be completed and affixed to each bylaw passed disposing of property.
10. This Bylaw shall repeal Bylaw 98-36.

READ A FIRST AND SECOND TIME THIS 14<sup>TH</sup> DAY OF OCTOBER, 2009.

READ A THIRD AND FINAL TIME AND PASSED IN OPEN COUNCIL THIS 14<sup>TH</sup> DAY OF  
OCTOBER, 2009.

  
MAYOR - L. GAMBLE

  
CLERK - E. JORDAN

CERTIFICATE OF COMPLIANCE

Description of real property:

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I hereby certify that:

1. The Council of the Township of Sables-Spanish Rivers passed Bylaw 2009-36 on October 14, 2009, being a procedural bylaw for the purpose of the sale or other disposition of real property.
2. The above described property was declared surplus pursuant to Bylaw or Resolution No. \_\_\_\_\_.
3. An Opinion of Value of the property was obtained on \_\_\_\_\_.
4. Public notice for the disposal of surplus property was given by the following method(s):

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on the following date(s): \_\_\_\_\_

\_\_\_\_\_  
Clerk-Administrator

\_\_\_\_\_  
Date

6/19/2025

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

**Re: Noise Exemption Permit Request**

To Mayor and Council,

Please accept this request for consideration for the issuance of a Noise Exemption Permit from approximately 10:00am on Saturday July 19<sup>th</sup>, 2025, to 2:00am on Sunday July 20<sup>th</sup>, 2025. The purpose of this request is to allow for a wedding celebration located at 1690 Birch Lake Road, Massey ON, P0P 1P0.

As outlined under Section 4.2, of Bylaw 2021-09-being a bylaw to regulate and prohibit noise, I have enclosed the required fee of \$25 with this request.

Sincerely,  
Connor St. Michel



CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

**FIRE & EMERGENCY SERVICES COMMITTEE**

**MEETING REPORT**

June 4, 2025

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**MEMBERS PRESENT:**

**Councillors:** Mike Mercieca; Merri-Ann Hobbs

**Firefighters:** Hunter Chartrand; Cassandra Goodchild; Michael Mailloux; Robert Mailloux;  
Connor St. Michel; Jeffrey Burke; Matthew Mailloux

**Ratepayer:** Gib Medve (via zoom)

**Fire Chief:** Terry Chartrand

**Clerk:** Anne Whalen

**MEMBERS ABSENT:**

Ed Landriault, Ratepayer; Todd Fremlin, Ratepayer

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*The meeting commenced at 6:30 pm with Councillor Hobbs acting as Chair.*

Interim Chief Chartrand gave an update on the Department operations for the month of May:

- Training is coming along
- Participated in the Bob Conroy Litter Walk
- Final sets of bunker gear are coming soon
- wajax pump was picked up
- Station 1 truck has completed its annual inspection
- #420 has completed its annual inspection; #440 had batteries replaced
- There are currently 28 active firefighters
- Station 2 had the laminate flooring removed due to mould issues and improper installation. There are no funds allotted in the 2025 budget to replace the flooring. Suggested the Parks & Rec staff could be asked to come and use the floor buffer to clean it up.

The Committee reviewed the year-to-date expenses report. No concerns were noted.

Update on Capital Expenditures – Bunker Gear is all ordered; still issues with securing the radios which is funded by the Community Emergency Measures Grant. Chief Chartrand will follow up with his contact.

The Committee discussed changes to Bylaw 2018-26 – Bylaw to Establish Fire Department:

- Section 1 – add “Lieutenant”
- Appendix A – reduce to 2 Assistant Chiefs – one for West (Sta. 1 & 2); one for East (Sta. 4 & 5)
- Add 2 Lieutenants to each station; only 1 for Station 5
- Reduce Station 5 to 1 Captain
- Filling the positions will depend on how many trained firefighters there are on the department. Some positions may remain vacant until personnel are qualified to apply.
- Appendix B – Primary Goals – add Fire Prevention as a primary goal in addition to fire protection.

The Committee discussed changes to Bylaw 2016-25 – Open Air Burning:

- Section 14 – Campfire – remove 14(1)(f) which sets the time for a campfire. Removing this section will allow people to have a small fire during the day/early evening.



- Section 16 – Chimnea – remove 16(e) which sets the time for fire in a chimnea. Removing this section allows for the appliance to be used during the day. Since this is a contained unit, the risk of a fire spreading is low.
- Section 20 – Consumer Fireworks – add (d) distance from any structures/buildings – suggested 45 feet.
- Section 21 – Agricultural Permit – amend 21(2)(d) to read “a water source or adequate equipment shall be available at all times in the event of spot fires”
- Section 21 (2)(g) – amend time for burning – it is noted that these fires will not be completely out by the next day. Adjust wording to acknowledge this.
- Section 21(4)(i) – amend to current User Fee Bylaw 2024-55 Schedule B1

Meeting Schedule – next meeting September 15, 2025 at 6:30 pm in the Council Chambers, 11 Birch Lake Road.



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

**REGULAR MEETING**

**June 17<sup>th</sup>, 2025**

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

**Opening**

The regular meeting of the Economic Development and Planning Committee was called to order at 6:35 p.m. on June 17<sup>th</sup>, 2025, by Merri-Ann Hobbs.

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

**B GRANTS AND FUNDING OPPORTUNITIES**

Ministry for Seniors and Accessibility 2024-25 Inclusive Community Grant- an update on progress of the Age-Friendly Community & Accessibility Action Plan was provided to the committee.

- Advertising efforts for the community survey and open house sessions have taken place including alternating radio ads (CJIM-Espanola and CKNR-Algoma Manitoulin stations), an Around & About full-page advertisement, social media/website posts and physical posters throughout the municipality have been placed. Advertisements will run until the community survey closes on June 28<sup>th</sup>, 2025.
- Open Houses- the committee was informed of the structure the consultant has determined to be most effective for the open house sessions. Eight stations will be set up for residents to visit and mark down ideas they have regarding each topic (as defined by the World Health Organization (WHO). Topics include outdoor spaces and public buildings, transportation, housing, social participation, respect and social inclusion, civic participation and employment, communication and information, community support and health services, and accessibility. Residents who wish to provide more detailed feedback will be provided a workbook to include all their ideas/feedback in. Open houses are scheduled for Monday June 23<sup>rd</sup> 1-8pm in Massey, Tuesday June 24<sup>th</sup> 1-3pm in Walford and Tuesday June 24<sup>th</sup> 6-8pm in Webbwood.

**C TSSR STRATEGIC PLAN-** no update.

**D MARKETING/COMMUNITY ENGAGEMENT**

“Manitoulin Life” Facebook page- Councillor Hobbs advised the committee that she would like to see a similar page for our township that highlights landscapes and public spaces within our community that residents and tourists could visit.

- Discussion occurred to possibly have a separate tourism page to promote the items and map where each location was within the municipality. The Deputy Clerk advised that the GIS system being developed would not have the capacity currently to support this however will explore other possibilities.
- After discussion and review of the “Manitoulin Life” page the committee recommends obtaining a professional photographer to capture picture and video resources of local businesses, community spaces and events that can be used to market the municipality in the future. Research may be completed regarding requests for proposals for photography and videography services.

***After meeting note:*** The Regional Economic Development Officer (EDO) has arranged for the Espanola Marketing & Communications Intern to assist other municipalities in capturing special events. He is booked to cover Massey Poutine Feast (June 19-22) and the Massey Fair (August 22-24). The EDO notes he is well equipped with a DSLR camera and drone for photography and videography. The Deputy Clerk will inquire if the intern is available for expanded photography and videography opportunities for our municipality.

Business Success Award & Event- the committee discussed the return of the business success award and would like to call for nominations this fall. The committee recommends putting out a call for nominations and then having the public vote on submitted nominees to determine a winner. The committee also recommends hosting a business appreciation dinner to present the business success award at and provide an opportunity for the business community to network/ share experiences.

- The proposed date for the event would be early October (possibly during local government week), the venue is to be determined and dependent on availability.

Invitations would be extended to all business levels within the community and any resident who wishes to support the event or aspires to open a business and connect with like-minded individuals. An RFP would be circulated for catering services and there may be a nominal fee to attend the dinner (budget dependent). Entertainment may be provided but is dependent on availability.

**E PLANNING**

Sonnenburg housing development- the committee requested an update regarding progress of the proposed seniors housing initiative on Hobbs Street. Mr. Sonnenburg is working with JL Richards to obtain updated information regarding the subdivision agreement for it to be presented to Council. A zoning bylaw amendment has not been applied for to accommodate the multi-residential housing options that were originally proposed.

**F OTHER BUSINESS**

Summer meeting schedule- the committee recommends breaking for July and August and will reconvene in September or at the call of the chair.

DSSAB Housing- Councillor Crabs noted Mayor Burke received information from the Manitoulin-Sudbury District Services Board that individuals need to apply for senior/low-income housing to prove there is a need within our community and that funds should be directed to projects within our municipality. The committee recommends that the forms/process to apply be outlined on the municipal website and made accessible to the public at the municipal office.

**Recommendations to Council**

The meeting ended at 7:35 p.m. The next meeting will be held on September 16<sup>th</sup>, 2025, in Council Chambers, at 6:30 p.m. or at the call of the chair.

*Township of Sables-Spanish Rivers*  
***PARKS AND RECREATION COMMITTEE***

**MEETING SUMMARY**

Wednesday, June 18, 2025

Sadowski Hall – Massey & District Community Arena

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**Present**

Casimir Burns, Debbie Peters, Alannah Hobbs, Merri-Ann Hobbs, Dana Gamble, Sandy Yaw, Lori Johnston & Shawn McCauley

**Other**

Kim Stressman

**Absent**

Cheryl Phillips, JP Fredette

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Committee Chair, Casimir Burns called the meeting to order at 6:30 p.m. Kim Stressman attended and has expressed an interest in becoming a member of the Parks & Recreation Committee. Kim has years of previous experience as a member of the committee as well as with minor hockey etc. Kim will be making a request to Council to be appointed as a member. Parks & Recreation welcomes her input and looks forward to her volunteer participation.

1) **Winter Carnival Report**

Shawn McCauley, Acting Parks & Recreation Coordinator, presented a report for Winter Carnival (copy attached). It was suggested that we again try to form a Carnival Committee in August or early September to start the planning for the 2025/2026 Carnival to be held in February 2026. It will still be our 50<sup>th</sup> Season Anniversary and an Olympic year.

Committee agreed that a dance should be held. Shawn recommended that it be only a 2-day event rather than run Friday through Sunday due to staffing limitations and lack of volunteers stepping up to help. We sincerely thank the volunteers that did step up for the children's games, snowmobile Show & Shine, jug curling.

The committee recommends that an advertising budget be included to further promote the winter carnival and include radio & paid print advertising.

The euchre tournament, pancake breakfast and poker walk were all events benefitting the Massey Area Museum. No reports were provided as to how they did.

Committee agreed that Parks & Recreation Committee and Council should host the pancake breakfast next year as a fundraiser/revenue generator for the carnival.

## 2) **Maintenance Contract**

Shawn McCauley presented a report addressing mechanical equipment maintenance contracts. Our 4-year service contract with CIMCO expired in October 2024. It was not renewed for budgetary reasons. The cost of this contract was \$13,000 + HST annually and was billed quarterly. Budget allowances were made for maintenance items not covered by the contract.

We have since learned that, according to TSSA, we are legally obligated to have such a contract in place for our facility. It is crucial to have licensed technicians qualified to conduct maintenance and to inspect the plant, outside of our day-to-day operations, to prevent catastrophic failure and mitigate the liability risk of harm/damage to a person(s) or property.

CIMCO has provided us with proposed Service Contracts for both the ammonia plant and HVAC systems in the arena. This would include the A/C, fall heating start up, both furnaces and dehumidifiers as well as our On Demand hot water systems. The report submitted by Shawn McCauley recommends that we enter into a service agreement with CIMCO.

The report further recommends that we issue an RFP for HVAC maintenance, separate from the ammonia plant Service Agreement.

Councillor Burns proposed that CIMCO be invited to have a discussion with Parks & Recreation as well as with Council to answer questions and discuss what exactly is expected and covered to properly maintain our ever-aging infrastructure prior to accepting their proposal.

The Committee recommends to Council that we meet with CIMCO and then following that, depending on Council's decision, to issue an RFP for maintenance as outlined in the Committee Report submitted by Shawn. The Proposals submitted by CIMCO are attached for Council's review.

## 3) **Decommissioning of Wood & Concrete Park Benches**

The Township currently has 10 concrete form and wood-based park benches. Both the concrete and wood have deteriorated beyond repair with the concrete crumbling and both plywood backing and 2 x 4 seats being rotten on all of these benches. These are the benches that are typically placed in our playgrounds, at our public libraries, at Heritage Park and a few in front of local businesses. The report submitted to Committee by Shawn McCauley states that they are no longer safe for public use.

It is recommended that we budget for complete replacement of these benches, either all at once to save on shipping costs each time or to replace a few each year. The report suggested a backless type for Heritage Park to discourage long-term loitering and all-day occupation of the fully backed benches but still provide a nice spot for park visitors.

The Committee discussion suggested that we put out a call to our communities for sponsorship of the benches either from local businesses or from local families to honour

someone “In Memory of” similar to the bench at the Massey Fire Hall and in front of the Massey Area Museum.

Parks & Recreation Coordinator Lori will prepare a proposal for the community to gauge interest in memorial sponsorship. Councillor Burns suggested that Council get the ball rolling by funding a bench on behalf of the current Council.

#### 4) **Summer Students**

Four summer students have been hired for summer grass cutting and parks maintenance. Two are being funded by Canada Summer Students grants and two are funded through our Summer Student wages budget.

#### 5) **Summer Programming**

Our Little Kickers soccer program is not running this summer. The Little Kickers organization is a private entity separate from our facility. They were not successful in being able to hire any coaches for our area.

Parks & Recreation staff therefore decided to offer our Intro to Soccer and T-Ball programs. Both programs are \$60 per player for an 8-week session. Seven youth registered for T-Ball and twelve youth registered for Soccer. Shawn McCauley is leading the soccer program and Chris Berthelot is leading the T-Ball program.

Both programs are running from late May to mid-July. Once these programs have ended, we will be running a youth group sports night on a pay-per-use basis. Activities will vary from week to week depending on the kids’ interests and could include ball hockey, broomball, pickleball, basketball etc.

Alannah Hobbs suggested we include craft options. From previous program experience, crafts are always popular with the kids.

Movie nights are also being considered as a free event for the community.

#### 6) **Teasdale Park**

Once again, Teasdale Park discussion was brought forward. Coordinator Lori shared a preliminary story board, lot sketch and outline of the design & development process to develop the 128+ acre property, owned by the Township, located at 134 River Road (Reserve Road) in Massey. Lori has communicated with our Lacloche Foothills EDO Louisa Orford. Louisa shared some links and background information on how to get started with this project.

With Council’s support, we would like to proceed with forming a “Friends of Teasdale Park” Steering Committee, working in conjunction with our Economic Development Committee and other community organizations to hold public forums, brainstorming sessions and to survey the community for ideas on what they would like to see happen for a trail system at Teasdale Park.

Discussion led to a suggestion that we do community surveys, include a story board approach at the Township booth during the Massey Fair to gain community awareness and start to gather ideas and interest.

7) **Poutine Feast**

Poutine Feast is running June 19<sup>th</sup> – 22<sup>nd</sup> at the Massey Arena. Poutine Feast Ontario (PFO) is the organization running the event. They have partnered with the Massey Agricultural Society to offer vendor space inside the arena on Saturday for our local artisans and growers. There seems to be a very good response from vendors in participating, including a display provided by the Agricultural Society.

We will have the bar open upstairs in the Sadowski Hall on Friday & Saturday from 4:00 p.m. – 9:00 p.m. during Poutine Feast operating hours and will be providing indoor seating available for visitors to enjoy their poutine indoors.

8) **Elliot Lake Arena**

Due to the ongoing delays and unavailability of the Elliot Lake Arena, the Elliot Lake Vikings have been granted a Leave of Absence from the NOJHL and therefore will not be icing a team in Massey this year. We do anticipate hosting Elliot Lake Minor Hockey house league, the Northshore Thundercats rep hockey teams and Elliot Lake Figure Skating Club.

Discussion led to the suggestion that we approach Elliot Lake Minor Hockey to host a registration night here in Massey to encourage our local skaters to play locally.

9) **ORFA – Aging Recreation Infrastructure Symposium – October 6-8, 2025 Markham**

Recreation Coordinator Lori would like to attend the Ontario Recreation Facilities Association symposium in Markham in October. The symposium keynote sessions include Building Accessible Facilities to Meet Every Athletes Needs, evaluating risks of Aging Infrastructure, Funding Opportunities and Facility Retrofit Experiences etc.

The cost of the Symposium is \$695 plus accommodations & dinner. The registration includes symposium access, Monday night Welcome Reception, all breakfast, lunches, and refreshment breaks. Arena Training & Conference Expenses budget has designated funds for this conference.

The Committee recommends to Council that Lori be approved to attend this event.

10) **Other**

Councillor Merri-Ann Hobbs opened a discussion and suggested that Parks & Recreation partner with our Economic Development Committee to create a community summer festival to benefit the downtown core of Massey, based out of Heritage Park and to possibly come up with an idea for what to do with the sand pit area between Hope Jackson and the Massey Fire Hall.

**NEXT MEETING – Wednesday, July 16, 2025**

**TOROMONT**



# **Proposal for Massey & District Community Centre**

**4 Year Service Agreement**

**Prepared By:**

Patrick McCarron  
pmccarron@toromont.com

**Prepared For:**

Lori Johnston,  
29-425 Government Rd W  
Massey, ON P0P 1P0  
ljohnston@sables-spanish.ca

February 25th, 2024



CIMCO Refrigeration, a division of Toromont Industries Ltd. ("CIMCO Refrigeration"), is pleased to provide pricing for a 4 Year Service Agreement at the Massey & District Community Centre.



## Scope of Work

Annual Start-Ups- (Includes Test and Tag)

Annual Mid- Season Inspections

Annual Shut-Downs

Annual Leak Detector Calibration

Complete Compressor Maintenance as per the below schedule:

1. 2025- Top End Overhaul N4WA, Oil Change N6WA
2. 2026 – Oil Changes for both Compressors
3. 2027 – Oil Change for N4WA, Major for N6WA Compressor
4. 2028 – Major Overhaul for N4WA, Oil Change for N6WA

\* Brine Analysis will be performed once a year

*Please note the above maintenance schedule is subject to change based on compressor run hours. All changes are to be approved by the customer in advance*

## Scope of Work

### Start up Includes:

- Open all valves on system
- Check all fluid levels \*\*Additional fluid is not included in Agreement\*\*
- Verify operations of all pumps, fans, and motors
- Check Sensor Accuracy
- Check Pump Seals
- Check for any and all leaks in system
- Check integrity of Cooling Tower and other Major Components in Compressor room
- Start up plant and Monitor Operations
- Look into any repairs and/or upcoming maintenance \*\*Repairs to be quoted (if needed), not included in contract\*\*

### Mid Season Inspection Includes:

- Verify bleed off and/or water treatment
- Is water make up working?
- Check all operations
- Inspect all Belts
- Inspect plant for vibration
- Verify lights for ammonia alarm
- Verify ammonia levels
- Verify brine levels
- Verify glycol levels
- Check Motors- Voltage/Amperage Draw
- Provide customer with report of any issues
- Leak Detector Calibration

### Shut Down Includes:

- Pump Down System
- Isolate Compressors • Check all fluid levels \*\*Additional fluid is not included in Agreement\*\*
- Verify operations of all pumps, fans, and motors
- Check Sensor Accuracy
- Check Pump Seals
- Check for any and all leaks in system
- Check integrity of Cooling Tower and other Major Components in Compressor room
- Look into any repairs and/or upcoming maintenance \*\*Repairs to be quoted (if needed), not included in contract\*\*

## Pricing

**Year 1 Price: \$ 16,000.00 HST extra**

**Year 2 Price: \$ 16,000.00 HST extra**

**Year 3 Price: \$ 16,000.00 HST extra**

**Year 4 Price: \$ 16,000.00 HST extra**

\*Above amounts to be paid quarterly each year at a rate of \$4000.00

**Please note that travel and hotel costs are not included in the Service Agreement and will be invoiced separately. CIMCO will attempt to decrease travel time by incorporating other jobs in the area.**

**Terms: May 1st, 2025 - April 30th, 2029**

## Exclusions

- All work required outside of CIMCO regular working hours requested or required by owner.
- Cutting/patching/sealing within building to allow for the passage of piping and conduit.
- Modification or installation of any required bases, pads, stands, seismic or other required supports for equipment
- All costs associated with opening, modifying, and repairing the building to allow for the placement and final operation of the CIMCO supplied equipment or piping.
- Additional refrigerant charge, top up of oil, inhibitors or other fluids.
- All costs associated with faulty isolation valves during pump out.
- Any programming or integration with new or existing control system unless otherwise stated.
- It is understood that CIMCO will use professional care in performing the above services and shall not be liable for failure to other components associated with this work.
- Disposal or abatement of existing refrigerant, water, asbestos, equipment, material, or any other substance not mentioned including any environmental testing or verification that may be required to complete scope of work.
- Any material or work not clearly stated within the scope of work will be the responsibility of the owner.



## Agreement

The information contained in this proposal constitutes the terms between CIMCO Refrigeration, a division of Toromont Industries Ltd. and the client Massey & District Community Centre.

All prices agreed upon will be honored by both parties. Continued services after that time will require a new agreement

**Authorized Signature:** The undersigned agrees to the terms of this contract on behalf of the organization or business

Signature of Client: \_\_\_\_\_ Date: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Purchase Order: \_\_\_\_\_

Vendor: CIMCO Refrigeration, a division of Toromont Industries Ltd.

Signature of Vendor: \_\_\_\_\_

Name & Title: \_\_\_\_\_

## TERMS AND CONDITIONS

SUBJECT TO WRITTEN APPROVAL BY A DULY AUTHORISED OFFICER OF CIMCO REFRIGERATION (THE "VENDOR"), THIS QUOTATION, IF ACCEPTED IN WRITING BY THE PURCHASER, SHALL CONSTITUTE A BINDING CONDITIONAL CONTRACT OF SALE AS OF THE DATE OF THE PURCHASER'S ACCEPTANCE OR AS OF THE DATE OF THE VENDOR'S APPROVAL, WHICHEVER IS LATER. THIS QUOTATION IS INVALID IF NOT ACCEPTED BY THE PURCHASER WITHIN THIRTY DAYS OF THE DATE OF QUOTATION.

### 1. TITLE

(a) The title and ownership to and in the materials, equipment and other goods sold here under (the "goods") shall remain with the Vendor until payment in full of the Contract Price and any additional amounts payable to the Vendor pursuant to sections 2 and 10 of these Terms and Conditions. The Vendor hereby reserves, and the Purchaser hereby grants to the Vendor, a security interest in and to the goods, and the proceeds thereof, to secure the said payment and all of the other obligations of the Purchaser. At the option of the Vendor, the Purchaser will join with the Vendor in executing, in a form satisfactory to the Vendor, one or more financing statements or similar instruments pursuant to any applicable personal property security legislation. The Purchaser hereby authorizes the Vendor to file one or more such statements or instruments signed by the Vendor alone as the secured party. If the goods are to become affixed to real property, the Purchaser represents that a true and correct description of such real property and that the name of the registered owner thereof are as indicated on Page 1 of this Quotation/Contract.

(b) In the event of default by the Purchaser under the terms of payment of this contract, the full amount of the Contract Price, less any payments previously made, shall become due and payable, and the Vendor or its agent shall have the right to enter upon the premises and remove the goods, and to dispose of them as the Vendor may determine. If the proceeds from such disposal, less any related expenses, including but not limited to costs of seizure, removal and sale, and legal costs (including reasonable attorneys' fees and expenses) connected therewith (the "net proceeds"), are not sufficient to cover the amount in default, the Purchaser shall be liable to the Vendor for such deficiency. If the net proceeds exceed the amount in default such excess shall be returned to the Purchaser, and the Vendor shall not be liable further whether in respect of completion, performance, warranty or other contract terms.

(c) The Purchaser hereby waives all rights and claims against the Vendor in the event that the circumstances provided for in section 1 (b) arise, except for the express right of recovery of excess net proceeds as provided in that section.

(d) The Purchaser hereby waives the provisions of any Conditional Sales Act or other applicable legislation which limits the Vendor's rights to seize the security provided for herein, and to sue for any deficiency. The Purchaser expressly confers upon the Vendor the rights to seize and sell the goods and to recover from the Purchaser, by action on the covenant, the principal, interest and other moneys from time to time owing under this contract.

(e) Until the Contract Price has been paid in full, the Purchaser will not sell or agree to sell, or mortgage, charge or dispose of, or intentionally injure the goods or remove them from the place of initial installation.

### 2. PRICE ADJUSTMENTS

(a) The Purchaser shall pay all taxes, duties, levies and other charges assessed against or in respect of the goods, except those taxes, duties, levies and other charges expressly included in the Contract Price.

(b) If any taxes, duties, levies, or other charges shown to be included in the Contract Price are increased subsequent to the Date of Quotation, and increase the Vendor's costs here under, such increase shall be paid by the Purchaser to the Vendor.

(c) The Contract Price quoted herein is based on prices, costs and conditions prevailing at the Date of Quotation. Unless otherwise specified, if the estimated delivery and / or installation date is more than six months from the date of the contract, and if prior to shipment or installation there is an increase in the Vendor's costs due to increases in labor rates, cost of materials, suppliers' prices, foreign exchange, storage charges, or freight rates, such increase shall be paid to the Vendor by the Purchaser.

(d) If delivery or installation is delayed by the Purchaser, or by anyone under the Purchaser's control, for more than two months after the time estimated, any increase in those categories of the Vendor's costs listed in section 2(c) shall be paid to the Vendor by the Purchaser.

(e) All payments by the Purchaser to the Vendor under section 2 shall be in addition to the Contract Price and shall be paid at the time the final payment under the contract is due.

### 3. LIABILITY

The Vendor shall not be liable for any losses, injuries, expenses or damages, whether direct, indirect, special, incidental, consequential or punitive, arising out of the goods, or the installation, operation, or failure of operation of the goods or related systems even if caused by the Vendor's negligence.

### 4. DELIVERY AND INSTALLATION

Delivery and installation times and dates are approximate and are subject to extension for delays caused by fire, strike, lockout, labor dispute, civil or military authority, riot, embargo, car shortage, wrecks or delays in transportation, Acts of God, late delivery or non-delivery by the Vendor's suppliers, changes in the scope of the work as provided in section 9 of these Terms and Conditions, or other causes beyond the reasonable control of the Vendor, and the Vendor shall not be liable for any losses or damages resulting from any such causes. Acceptance of the work shall be a waiver by the Purchaser of all claims for damages for delay from any cause whatsoever.

### 5. RESPONSIBILITY AND INSURANCE

(a) In respect of goods sold F.O.B. point of origin, the Vendor shall deliver the goods in good condition to a common carrier or to the Purchaser at the Vendor's shipping point, and thereupon all risks of loss or damage thereto shall pass to the Purchaser.

(b) In respect of goods sold F.O.B. job site or sold with installation, all risks of loss or damage shall pass to the Purchaser upon receipt of the goods at the job site or at the Purchaser's designated delivery point.

(c) The Purchaser shall insure the goods against loss or damage from fire, theft, malicious damage or other causes as and from the time the Purchaser becomes responsible for the goods pursuant to sections 4(a) and 4(b) of these Terms and Conditions. The face value of the insurance policy shall be in an amount not less than the Contract Price. Any loss under such insurance policy shall be made payable to the Vendor as its interest may appear until the Contract Price shall be paid in full.

(d) Upon the request of the Vendor, the Purchaser shall provide an insurance certificate as evidence of the compliance with section 4(c) of these Terms and Conditions.

### 6. COST ESCALATION

Contractor and Owner acknowledge and agree that at the time of execution of this project agreement, it is unknown whether prior estimates for performance of the Work will be impacted by further development of the design, changed market conditions, availability of labor, equipment and/or materials or other conditions which materially differ from those existing at the time prior estimates were received. Contractor agrees to make diligent and best efforts to mitigate any cost or schedule impacts arising out of these changed conditions. However, subject to such mitigation obligations of the Contractor, Owner agrees that Contractor shall be entitled to an equitable adjustment of the Contract Sum and/or, if applicable, the Contract Time due to the following non-exhaustive list of possible events or circumstances: (1) a Subcontractor will not honor its prior estimate, (2) commodity price escalation and/or commodity delivery date impacts due to the length of time between a Subcontractor providing its estimate and subcontract award, (3) general conditions cost impacts due to anticipated completion dates at the time of Subcontractor's estimate differing from completion dates anticipated at time subcontract award, (4) commodity price escalation and/or delivery date impacts due to Subcontractor inability to obtain firm pricing or delivery date commitments from any supplier at or near time of subcontract award; (5) cost of on-site or off-site material storage capacity to enable early receipt of certain materials when early procurement of such materials can be achieved for avoidance of price escalation or to secure availability so that the project schedule can be maintained; or (6) commodity price escalation due to the imposition of unforeseen tariffs



**7. TERMS OF PAYMENT**

Upon acceptance, unless otherwise stated above CIMCO will invoice a 35% down payment to commence agreed upon work. At the discretion of CIMCO, a late charge of 2% per month on all overdue amounts will be assessed on all invoices not paid within 30 days from the date of invoice. In addition, Customer agrees to pay Cimco a reasonable attorney's fee and all costs and expenses incurred in collecting amounts due Cimco hereunder following default by the Customer.

**8. WARRANTY**

UNLESS OTHERWISE SPECIFIED IN THIS QUOTATION/CONTRACT, THE VENDOR WARRANTS THE GOODS AND INSTALLATION SOLD HERE UNDER AGAINST ORIGINAL DEFECTS IN MANUFACTURE AND WORKMANSHIP FOR A PERIOD OF ninety (90) days FROM COMPLETION AS DEFINED IN SECTION 9 OF THESE TERMS AND CONDITIONS. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, STATUTORY OR OTHERWISE, EXPRESS OR IMPLIED, INCLUDING FOR MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE TERMS OF THE VENDOR'S WARRANTY ARE AS FOLLOWS:

- (a) In respect of goods sold without installation, the Vendor's sole liability shall be to repair or replace, at the Vendor's option, F.O.B. point of manufacture, any defective goods or parts thereof.
- (b) In respect of goods sold with installation, the Vendor's sole liability shall be to repair or replace, at the Vendor's option, any defective goods or parts thereof or any defective workmanship. The Vendor shall be responsible for all of its costs in connection therewith other than the out-of-pocket expenses incurred by the Vendor's employees and agents travelling from the Vendor's nearest place of business to the job site and charges for labor performed after normal working hours at the request of the Purchaser, which latter expenses and charges shall be for the account of the Purchaser.
- (c) The Vendor warrants goods not of the Vendor's manufacture only to the extent to which the Vendor is able to enforce a claim for liability against the manufacturer thereof.
- (d) The Purchaser shall promptly give written notice to the Vendor after the discovery of an apparent defect.
- (e) As a condition precedent to any liability by the Vendor here under, the Purchaser shall use, operate and maintain the goods and related systems in a careful, prudent, and reasonable manner, and in conformity with the Vendor's and / or the manufacturers' instructions.
- (f) the foregoing constitutes the purchaser's exclusive remedy and the vendor's sole liability arising out of the design, manufacture, sale, installation, or use of the goods.
- (g) This warranty shall be void if the Purchaser is in default under the terms of payment of this contract.

**9. CHANGE IN SCOPE OF WORK**

If the Purchaser requests a change in the scope of the work under this Quotation/Contract, the Vendor will submit a Contract Revision to the Purchaser which shall set forth the proposed changes in the work, and if the proposed changes result in an addition to or a deduction from the Contract Price, the Contract Revision shall set forth the amount of such addition or deduction. A Contract Revision shall not be binding or enforceable unless accepted in writing by the Purchaser and approved in writing by a duly authorized officer of the Vendor. Upon such acceptance and approval, the Contract Revision shall become part of the contract and, except when in consistent therewith, shall be subject to all its provisions.

**10. COMPLETION AND ACCEPTANCE OF WORK**

- (a) In respect of goods sold without installation, "Completion" shall be deemed to occur when risk of loss of the goods passes to the Purchaser in accordance with section 4 of these Terms and Conditions.
- (b) In respect of goods sold with installation, and unless otherwise defined in this Quotation/Contract, "Completion" shall be deemed to occur when any one of the following events takes place:
  - i. The Purchaser signs an acceptance certificate;
  - ii. The Vendor has installed and, where applicable, successfully tested the installation;
  - iii. The Purchaser commences regular use of the goods correlated systems;
  - iv. An independent expert, mutually acceptable to the Purchaser and the Vendor, certifies that the work has been completed.
  - (v) The Vendor shall have the right to subcontract all or any part of the installation work to others;
  - (vi) The Vendor shall have the right to start installation immediately after delivery of the Goods to the installation site, and if the start of installation work is delayed beyond 30 days after such delivery, the full amount of the price and all charges hereunder, less any portion thereof separately specified as installation charges, shall at the option of the Vendor become immediately due and payable;
  - (vii) Unless requested by the Purchaser and agreed to by the Vendor, no Saturday, Sunday, holiday or other overtime labor will be provided in connection with installation work, and if provided, all premium wage costs incurred shall be added to the invoice as a separate charge to be paid by the the Purchaser
- (c) Nothing in subsections (a) or (b) shall relieve the Vendor from its obligation to honor the warranty provisions contained herein.
- (d) The occurrence of any one of the events described in section 9(b)(i), (iii) and (iv) shall constitute acceptance of the work.

**11. BONDS**

Performance bonds and material and labor payment bonds will be provided by the Vendor upon request. Unless the Contract Price expressly includes the cost of such bonds, the Purchaser, in addition to the Contract Price, shall pay the cost of such bonds to the Vendor at the time of the receipt thereof by the Purchaser.

**12. MISCELLANEOUS**

- (a) This Quotation and any resulting contract shall be governed, enforced and construed in accordance with the laws of the Province/State of ON without regard to that province's/state's rules governing conflict of laws.
- (b) All rights and remedies of the Vendor under this contract and under applicable law shall be cumulative and may be exercised successively or concurrently, in any order, and on more than one occasion. The election by Vendor to exercise one remedy shall not preclude it from thereafter exercising one or more other remedies.
- (c) The Purchaser agrees to pay, in addition to the other amounts payable to Vendor under the contract, all costs and expenses, including reasonable attorneys' fees, incurred by the Vendor in enforcing this contract, exercising its rights here under or collecting or attempting to collect all amounts due the Vendor here under following default by the Purchaser in the payment or performance of its obligations here under, including those incurred in connection with any bankruptcy, insolvency, liquidation, reorganization or similar proceeding involving the Purchaser.
- (d) Any assignment or attempted assignment of this contract, in whole or in part, without the prior written consent of the Vendor shall be void. The Vendor may assign any of its rights, liabilities or obligations arising out of this contract without prior notice to the Purchaser and without the Purchaser's written consent except that the Vendor may not assign its warranty obligations without the Purchaser's written consent.
- (e) If any provision of this contract is unenforceable, such unenforceability shall not affect the remaining terms, which shall be enforced, if the same can be done, without regard to the unenforceable provision.
- (f) The headings to the paragraphs of this contract are provided for ease of reference only and shall not be construed to vary or limit the terms thereof.

THIS QUOTATION/CONTRACT CONTAINS THE COMPLETE AGREEMENT BETWEEN THE PURCHASER AND THE VENDOR, AND SUPERSEDES ALL PRIOR ORAL OR WRITTEN REPRESENTATIONS, PROMISES, AGREEMENTS OR UNDERSTANDINGS WITH RESPECT TO THE SUBJECT MATTER HEREOF. NO REPRESENTATION, PROMISE, AGREEMENT OR UNDERSTANDING ENTERED INTO OR MADE SUBSEQUENT TO THE DATE OF THE CONTRACT WHICH VARIES OR MODIFIES THE PROVISIONS OF THIS CONTRACT SHALL BE BINDING ON THE VENDOR UNLESS CONVEYED IN WRITING AND EXECUTED BY THE DULY AUTHORIZED OFFICER OF THE VENDOR EXECUTING THIS QUOTATION/CONTRACT.

# Proposal for a 4 Year HVAC CSA Massey Arena HVAC

**TOROMONT**

**CIMCO**

**Prepared By:**  
Don Blanchette  
donblanchette@toromont.com

**Prepared For:**  
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Mississauga, Ontario L4V 1P1  
recreation@sables-spanish.ca

2/13/2025

CIMCO is pleased to provide pricing for a HVAC CSA at the Massey Arena HVAC.

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
2025												
2026												
2027												
2028												

Contract Starts May 2025 and Ends November 2028

## Scope of Work

- Perform Spring A/C Inspection and Start Up
- Check both Air Handlers and A/C Condenser
- Perform Fall Heating Start Up
- Check Both Furnaces and Both Dehumidifiers
- All Repairs will be Priced for Customers approval before any work will be done
- Service Mechanics will follow all appropriate site specific safety requirements

Billing to be Twice a Year in month of Inspection for the 4 Year duration of the CSA

## Pricing

**CIMCO Price: \$13,023.76 CAD (All Taxes Extra)**

Prices are valid for 30 days from the date of quotation.

Taxes not included.

Standard Terms & Conditions apply.

## Exclusions

- All work required outside of CIMCO regular working hours requested or required by owner.
- Additional refrigerant charge, top up of oil, inhibitors or other fluids.
- It is understood that CIMCO will use professional care in performing the above services and shall not be liable for failure to other components associated with this work.
- Disposal or abatement of existing refrigerant, water, asbestos, equipment, material, or any other substance not mentioned including any environmental testing or verification that may be required to complete scope of work.
- Any material or work not clearly stated within the scope of work will be the responsibility of the owner.



## Agreement

The information contained in this proposal constitutes the terms between CIMCO Refrigeration, a division of Toromont Industries and the client Massey Arena HVAC.

All prices agreed upon will be honored by both parties. Continued services after that time will require a new agreement.

**Billing and Payment Terms.** CIMCO will invoice Massey Arena HVAC as per the terms of this agreement, and Massey Arena HVAC will pay each such invoice within thirty (30) days after the date thereof. Invoices not paid within such thirty (30) day period will accumulate interest as per the terms and conditions of this agreement.

**Authorized Signature:** The undersigned agrees to the terms of this contract on behalf of the organization or business

Signature of Client: \_\_\_\_\_ Date: \_\_\_\_\_

Purchase Order :

## TERMS AND CONDITIONS

SUBJECT TO WRITTEN APPROVAL BY A DULY AUTHORISED OFFICER OF CIMCO REFRIGERATION (THE "VENDOR"), THIS QUOTATION, IF ACCEPTED IN WRITING BY THE PURCHASER, SHALL CONSTITUTE A BINDING CONDITIONAL CONTRACT OF SALE AS OF THE DATE OF THE PURCHASER'S ACCEPTANCE OR AS OF THE DATE OF THE VENDOR'S APPROVAL, WHICHEVER IS LATER. THIS QUOTATION IS INVALID IF NOT ACCEPTED BY THE PURCHASER WITHIN THIRTY DAYS OF THE DATE OF QUOTATION.

**1. Acceptance**

All claims for shortages or damage, or any rejection of the goods described on the front of this invoice (the "Goods") for non-conformity, must be made in writing within 5 days of receipt of the Goods. All Goods shipped at buyer's risk. No unauthorized returns. Minimum 15% handling charge on returned Goods.

**2. PRICES**

Unless otherwise specified by CIMCO, prices are exclusive of all sales, use and other taxes imposed by any federal, provincial, municipal or other authority. Any tax or other charge which CIMCO may be required to pay or collect in respect of the sale of the Goods may be added to invoice as a separate charge to be paid by the Customer.

**3. DELIVERY AND RISK**

Unless otherwise specified by Cimco, the Goods shall be sold F.O.B. Cimco's plant, and the following provisions shall apply:

- (a) all shipping charges shall be paid by the Customer;
- (b) in the absence of specific shipping instructions from the Customer which have been agreed to in writing by Cimco, delivery of the Goods to any carrier shall constitute delivery to the Customer; and
- (c) upon delivery of the Goods to the carrier, all risk of loss or damage to the Goods shall pass to the Customer.

If Cimco has specified that it shall install the Goods, then Cimco shall assume responsibility for delivery of the Goods to the installation site and the risk of loss or damage to the Goods shall pass to the Customer on such delivery.

**4. PAYMENT**

Upon acceptance, CIMCO will invoice a 35% down payment to commence agreed upon work. At the discretion of CIMCO, a late charge of 2% per month on all overdue amounts will be assessed on all invoices not paid within 30 days from the date of invoice. In addition, Customer agrees to pay Cimco a reasonable attorney's fee and all costs and expenses incurred in collecting amounts due from Cimco hereunder following default by the Customer.

**5. TITLE**

Title to the goods shall remain in Cimco, and the Goods shall remain personal property (notwithstanding that they may be installed or affixed to realty), until all amounts due hereunder have been paid in full. If the Customer fails to make any payment due hereunder, the unpaid balance of the price and all other charges hereunder shall, at the option of Cimco, become immediately due and payable. In such event, Cimco, and any agent which it may appoint, shall have the right to enter the premises where the Goods are located and take possession of the Goods and sell or otherwise dispose of the Goods as it may see fit, including by way of private sale. The Customer shall be responsible for deficiency remaining after any such sale and specifically waives the benefit of any applicable legislation restricting Cimco's right or remedies.

**6. INSURANCE**

At its own expense, the Customer shall maintain, with insurers of recognized responsibility, insurance against loss or damage to the Goods from the time at which the risk of loss or damage passes to the Customer until the price has been paid in full. Such insurance shall be on terms usual in the trade, in an amount not less than the price, and shall provide that losses are payable to Cimco as its interest may appear. The Customer will ensure that Cimco is provided with a certificate of such insurance forthwith upon request.

**7. INSTALLATION**

If Cimco has specified that it shall install the Goods, the following provisions shall apply:

- (a) Cimco shall have the right to subcontract all or any part of the installation work to others;
- (b) Cimco shall have the right to start installation immediately after delivery of the Goods to the installation site, and if the start of installation work is delayed beyond 30 days after such delivery, the full amount of the price and all charges hereunder, less any portion thereof separately specified as installation charges, shall at the option of Cimco become immediately due and payable;
- (c) unless requested by the Customer and agreed by Cimco, no Saturday, Sunday, holiday or other overtime labor will be provided in connection with installation work, and if provided, all premium wage costs incurred shall be added to the invoice as a separate charge to be paid by the Customer, and
- (d) "completion" of installation shall be deemed to occur when any of the following events takes place:
  - (i) the Customer signs an acceptance certificate,
  - (ii) Cimco has installed the Goods and successfully tested the installation, or
  - (iii) the Customer commences regular use of the Goods.

**8. DELAYS**

Delivery and installation dates are estimates only. Cimco will use its commercially reasonable efforts to meet such dates, but shall not be responsible for any loss or damage resulting from any delay whatsoever regardless of cause.

**9. CHANGES**

Changes in the Goods may be requested by the Customer in writing, but shall be made only if agreed to in writing by Cimco. If any change results in an increase in the cost to Cimco of fulfilling its obligations hereunder, the price shall be increased accordingly on a basis determined by Cimco acting reasonably.

**10. LIMITED WARRANTY**

Subject to the limitations set out below, Cimco warrants to the Customer that all Goods of Cimco's manufacture will be free from defects in materials and workmanship for a period of ninety (90) days from (i) the date of shipment in the case of Goods not installed by Cimco and (ii) the date of completion (as defined in paragraph d of section 7) in the case of Goods installed by Cimco. Goods which are not of Cimco's manufacture will carry the warranty (if any) provided by the original supplier or manufacturer, and any warranty by Cimco in respect thereof is expressly excluded.

Cimco's obligation under this warranty in respect of Goods which it has not installed shall be limited to repairing or replacing such Goods, or any defective parts thereof, f.o.b. the original point of shipment, provided such Goods or defective parts are returned to Cimco and found by Cimco's inspection to be defective in materials or workmanship. In this connection, Cimco shall not be responsible for any costs of installation, removal or transportation.

Cimco's obligation under this warranty in respect of Goods which it has installed shall be limited to repairing or replacing such Goods, or any defective parts thereof, at the installation site. In this connection, Cimco shall be responsible for all of the costs which it incurs, except for the expenses incurred by Cimco's employees and agents in traveling to the installation site and charges for overtime labor which shall be for the Customer's account.

This warranty shall apply only if Cimco receives written notice of the Customer's claim during the warranty period, and then only if the Customer has fully complied with the terms of payment. This warranty shall not apply to any Goods which, in the opinion of Cimco, have been subject to misuse, neglect, accident, alteration or improper installation by anyone other than Cimco. This warranty is extended only to the Customer and is not transferable.

There are no other conditions, warranties or representations, express or implied, statutory or otherwise, as to the character or quality of the Goods. In particular, there are no implied conditions or warranties as to merchantability or fitness of the Goods for any particular purpose.

Cimco shall not be liable in contract or otherwise for any loss, damage, expense or injury of any kind, arising out of or in connection with the installation, use or failure of the Goods, or any defect therein, even if caused by the negligence of Cimco, its employees, agents or representatives. In no event shall Cimco be liable for any direct, indirect, special or consequential damages of any kind whatsoever.

**11. GENERAL**

Unless otherwise specified by Cimco, the laws of the province of British Columbia shall govern this agreement. If Cimco has specified that it shall install the Goods, the laws of the province or jurisdiction where installation takes place shall govern this agreement. Customer shall not assign neither this agreement nor any right or obligation arising hereunder. In the event that either party shall on any occasion fail to perform or fulfill any of the terms of this agreement and the other party shall not enforce that term, the failure to enforce on that occasion shall not prevent enforcement on any other occasion. Each of the provisions and parts thereof of this agreement are intended to operate independently of the others. It is the intention of the parties that in the event that a court or other competent tribunal determines that any provision or part hereof of this agreement is unenforceable for any reason, all other provisions and parts thereof shall remain valid and legally binding. The remedies provided to Cimco under this agreement shall be cumulative and in addition to all other remedies provided by law. The headings to the paragraphs of this agreement are provided for ease of reference only and shall not be construed to vary or limit the terms hereof. This agreement has been written in the English language in accordance with the wishes of both parties.

THE CORPORATION OF THE TOWNSHIP OF SABLES-SPANISH RIVERS

BYLAW NUMBER 2025-40

Being a Bylaw to confirm the proceedings of the regular  
Council Meeting held on June 11, 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, June 25, 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 25<sup>th</sup> DAY OF JUNE, 2025.

READ A THIRD AND FINAL TIME AND PASSED IN OPEN COUNCIL  
THIS 25<sup>th</sup> DAY OF JUNE, 2025.

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MAYOR – K. BURKE

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CLERK – A. WHALEN