

# ORDRE DU JOUR

## Agenda

Séance régulière du conseil qui aura lieu  
à 18 h 30, le mercredi 11 mars 2020  
*Regular Council meeting scheduled for  
Wednesday, March 11, 2020 at 6:30 p.m.*

1. **OUVERTURE**  
**CALL TO ORDER**
2. **PRÉSENCE**  
**ROLL CALL**

	In attendance	Absent	With Notice	Without Notice
Mayor Beverly Nantel				
Councillor Chantal Croft				
Councillor Héléne Perth				
Councillor Léandre Moore				
Councillor Luc Lévesque				
CAO-Clerk				
Treasurer/Tax Collector				
Infrastructure Superintendent				
Misc. Staff				
Misc. Staff				

3. **APPEL ET DÉCLARATION D'INTÉRÊT PÉCUNIAIRE**  
**DECLARATION OF CONFLICT**
4. **ADOPTION DE L'ORDRE DU JOUR**  
**APPROVAL OF AGENDA**
5. **ADOPTION DES PROCÈS-VERBAUX**  
**ADOPTION OF MINUTES**

- 5.1 Procès-verbal daté du 26 février 2020 de la réunion régulière du conseil municipal / *Regular Municipal Council meeting minutes dated February 26, 2020; (Resolution)*

6. DÉLÉGATIONS  
DELEGATIONS

7. CORRESPONDANCE  
CORRESPONDENCE

- 7.1 Procès-verbal daté du 13 janvier 2020 du Groupe des maires nord-est-supérieur / *Northeast Superior Mayors Group meeting minutes dated January 13, 2020*; et / and **(Information)**
- 7.2 Procès-verbal daté du 23 janvier 2020 du Conseil d'administration des services du district d'Algoma / *Algoma District Services Administration Board meeting minutes dated January 23, 2020* ; et / and **(Information)**
- 7.3 Courriel daté du 1 mars 2020 de la Coalition pour les trains passagers Algoma au sujet que le bureau du Premier ministre ne valorise pas les relations avec les Premières nations et les possibilités de réconciliation grâce au Train d'ours / *Email dated March 1, 2020 from the Coalition for Algoma Passenger Trains with regards to the Prime Minister's Office failing to value First Nation Relationship and Reconciliation Opportunity through Bear Train*; et / and **(Information)**
- 7.4 Examen des travaux forestiers proposés : centre d'information Plan de gestion forestière 2021-2031 de la forêt Nagagami / *Review of Proposed Operations : Information Centre Nagagami Forest 2021-2031 Forest Management Plan* ; et / and **(Information)**
- 7.5 Lettre datée du 3 février 2020 de l'Assemblée législative de l'Ontario, Michael Mantha, député, Algoma-Manitoulin au sujet de l'accès insuffisant aux habitants du Nord aux centres d'examen routier dans leur région / *Letter dated February 3, 2020 from the Legislative Assembly of Ontario, Michael Mantha, MPP, Algoma-Manitoulin with regards to insufficient access to DriveTest Centres by Northerners within their region*; et / and **(Information)**
- 7.6 Lettre datée du 3 mars 2020 de la Corporation du Canton de Tyendinaga au sujet d'une demande de support concernant conclusion paisible aux perturbations ferroviaires en cours et encouragement aux discussions en cours pour une solution au projet Costal GasLink / *Letter dated March 3, 2020 from the Corporation of the Township of Tyendinaga with regards to a request for support concerning the peaceful conclusion to the ongoing rail disruptions and encouragement for ongoing discussions for a solution to the Costal GasLink Project*; et / and **(Resolution / Support)**
- 7.7 Courriel daté du 4 mars 2020 de notre Agente de développement

économique au sujet d'une nouvelle demande de support du projet du réseau à large bande régional supérieur nord-est / *Email dated March 4, 2020 from our Economic Development Officer with regards to a new request for support of the Northeast Superior Regional Broadband Network*; et / and **(Resolution / Support)**

- 7.8 Demande de support des enseignant(e)s et de notre école primaire au sujet des coupures proposées du gouvernement Ford / *Request for support from the teachers and our elementary school with regards to the Ford Government proposed cuts*; **(Resolution / Support)**

## **8. RAPPORT DES COMITÉS ET/OU DÉPARTEMENTS** **REPORTS FROM COMMITTEES AND/OR DEPARTMENTS**

- 8.1 Lettre datée du 28 février 2020 de l'Agence Ontarienne Des Eaux au sujet du Règlement de l'Ontario 170 - Rapport annuel 2019 de l'article 11 pour le réseau d'eau potable de Dubreuilville / *Letter dated February 28, 2020 from the Ontario Clean Water Agency with regards to the Ontario Regulation 170 – 2019 Section 11 Annual Report for the Dubreuilville Drinking-Water System*; et / and **(Resolution)**
- 8.2 Discussion au sujet de l'arrêté-municipal no. 2018-38 concernant l'entente de location de l'équipements dentaires en cours / *Discussion with regards to By-Law No. 2018-38 concerning the dental equipment rental agreement currently in place*; **(Information / Resolution)**

## **9. APPROBATION DES RÉGISTRES DE CHÈQUES** **APPOVAL OF CHECK REGISTER**

- 9.1 Rapport pour le Conseil (registre des chèques pour 2020) daté du 5 mars 2020 (liste A) / *Council Board Report (cheque register for 2020) dated March 5, 2020 (list A)*; et / and **(Resolution)**
- 9.2 Rapport pour le Conseil (registre des chèques pour 2020) daté du 5 mars 2020 (liste B - Visa) / *Council Board Report (cheque register for 2020) dated March 5, 2020 (list B - Visa)*; **(Resolution)**

## **10. RÉGLEMENTS** **BY-LAWS**

- 10.1 Arrêté-municipal no. 2020-12, étant un règlement visant à confirmer les travaux du Conseil de la Corporation du Canton de Dubreuilville à sa séance régulière tenue le 11 mars 2020 / *By-Law No. 2020-12, being a By-law to confirm the proceedings of the Council of the Corporation of the Township of Dubreuilville at its regular meeting held on March 11, 2020*; et / and **(Resolution)**

- 10.2 Arrêté-municipal no. 2020-13, étant un règlement pour conclure une entente de paiement de transfert de l'Ontario avec le Ministre des Affaires municipales et du Logement pour effectuer un examen de la prestation des services municipaux / *By-Law No. 2020-13, being a By-law to enter into an Ontario Transfer Payment Agreement with the Minister of Municipal Affairs and Housing to complete a Municipal Service Delivery Review; (Resolution)*

**11. AJOUT**  
**ADDENDUM**

**12. ASSEMBLÉE A HUIS CLOS**  
**CLOSED SESSION**

- 12.1 Discussion concernant les relations de travail ou les négociations avec les employés / Discussion regarding labour relations or employee negotiations  
*(Municipal Act, 2001, S.O. 2001, c. 25, s. 239 (2) (d));*

**13. AJOURNEMENT**  
**ADJOURNMENT**



**THE CORPORATION OF THE TOWNSHIP OF DUBREUILVILLE**

**-MINUTES-**

Regular Council Meeting held on  
February 26, 2020 at 6:30 p.m.  
Council Chambers

**PRESENT:** Mayor, B. Nantel  
Councillor, H. Perth  
Councillor, L. Moore  
Councillor, L. Lévesque  
Councillor C. Croft

**STAFF:** CAO-Clerk, Shelley B. Casey

**Mayor, Beverly Nantel called the meeting to order at 6:45 p.m.**

**20-049** Moved by: Councillor Moore  
Seconded by: Councillor Croft

Whereas that the agenda for the regular municipal council meeting dated February 26, 2020 be adopted as submitted, with the following addition:

11.1 Being a By-Law to enter into a Letter of Engagement with Probity Municipal Consulting to undertake our Service Delivery Review.

Carried

**20-050** Moved by: Councillor Moore  
Seconded by: Councillor Lévesque

Whereas that the Council of the Corporation of the Township of Dubreuilville wishes to receive and approve the following municipal council meeting minutes as submitted:

- Regular Municipal Council meeting minutes dated February 13, 2020.

Carried

**20-051** Moved by: Councillor Perth  
Seconded by: Councillor Lévesque

Whereas that the following be received as information only:

7.1 Northeast Superior Regional Broadband Network meeting minutes dated January 30, 2020;  
and

7.2 Letter dated February 15, 2020 from the Ministry of the Solicitor General Office of the Fire Marshal and Emergency Management and Civil Protection Act (EMCP; and

7.3 Letter dated February 24, 2020 from the Ministry of Municipal Affairs and Housing with regards to the Municipal Modernization Program approved funding.

Carried

**20-052** Moved by: Councillor Lévesque  
Seconded by: Councillor Moore

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to receive and support the attached request from the Corporation of the Town Tecumseh with regards to 911 misdials, as presented.

Carried

**20-053** Moved by: Councillor Lévesque  
Seconded by: Councillor Moore

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to receive and support the attached request from the County of Frontenac with regards to conservation authorities, as presented.

Defeated

**20-054** Moved by: Councillor Moore  
Seconded by: Councillor Lévesque

Whereas that the following individuals be authorized to attend the 2020 FONOM Conference which is being hosted by the City of Timmins May 13 to 5, 2020, as per attached:

Mayor, Beverly Nantel  
CAO-Clerk, Shelley B. Casey

Carried

**20-055** Moved by: Councillor Croft  
Seconded by: Councillor Moore

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to receive and approve the attached Council Report dated February 24, 2020 with regards to the 2020 arena shut down, as presented.

Carried

**20-056** Moved by: Councillor Perth  
Seconded by: Councillor Moore

Whereas that the attached Council Board Report (cheque register for 2019, list A) dated February 24, 2020 in the amount of \$45,352.22, be approved for payment.

Carried

**20-057** Moved by: Councillor Moore  
Seconded by: Councillor Perth

Whereas that the attached Council Board Report (cheque register for 2020, list B) dated February 21, 2020 in the amount of \$145,097.50, be approved for payment.

Carried

**20-058** Moved by: Councillor Lévesque  
Seconded by: Councillor Perth

Whereas that the attached Council Board Report (cheque register for 2020, list C - Visa) dated February 21, 2020 in the amount of \$13,346.33, be approved for payment.

Carried

**20-059** Moved by: Councillor Perth  
Seconded by: Councillor Moore

Whereas that By-Law No. 2020-10, being a By-law to confirm the proceedings of the Council of the Corporation of the Township of Dubreuilville at its regular meeting held on February 26, 2020, be adopted as presented.

Carried

**20-060** Moved by: Councillor Croft  
Seconded by: Councillor Lévesque

Whereas that By-Law No. 2020-11, being a By-law to enter into a Letter of Engagement with Probitry Municipal Consulting to undertake our Service Delivery Review, be adopted as presented.

Carried

**20-061** Moved by: Councillor Perth  
Seconded by: Councillor Croft

Whereas that we adjourn to go in-camera session at 7:30 p.m.

12.1 Discussion regarding personal matters about an identifiable individual, including municipal or local board employees (*Municipal Act, 2001, S.O. 2001, c. 25, s. 239 (2) (b)*); and

12.2 Discussion regarding a proposed or pending acquisition or disposition of land by the municipality or local board (*Municipal Act, 2001, S.O. 2001, c. 25, s. 239 (2) (c)*); and

12.3 Discussion regarding labour relations or employee negotiations (*Municipal Act, 2001, S.O. 2001, c. 25, s. 239 (2) (d)*).

Carried

**20-062** Moved by: Councillor Perth  
Seconded by: Councillor Croft

Whereas that we reconvene in regular municipal council meeting at 8:55 p.m.

Carried

**20-063** Moved by: Councillor Perth  
Seconded by: Councillor Moore

Whereas that this regular municipal council meeting dated February 26, 2020 hereby adjourn at 8:55 p.m.

Carried

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Mayor

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CAO/Clerk





Northeast Superior Mayors Group Meeting  
Monday, January 13<sup>th</sup>, 2020 11:00 a.m.  
3 Maple St, Wawa

**MINUTES**

**1. CALL TO ORDER & NOTE MEMBERS PRESENT**

The meeting was called to order at 11:04 a.m. Mayor Rody thanked everyone for attending today's meeting. Roundtable of introductions.

**Present:**

- Mayor Michael Levesque, Chapleau
- Mayor Beverly Nantel, Dubreuilville
- Mayor Cheryl Fort, Hornepayne
- Mayor John MacEachern, Manitouwadge
- Mayor Ron Rody, Wawa
- Mayor Angelo Bazzoni, White River
- Chelsea Swearngen, CAO, Chapleau
- Shelley Casey, CAO/Clerk, Dubreuilville
- Gail Jaremy, CAO/Clerk, Hornepayne
- Owen Cranney, Acting CAO, Manitouwadge
- Maury O'Neill, CAO Treasurer, Wawa
- Tracy Amos, SECFDC General Manager
- Chantal Croft, SECFDC CDO
- Linda Bouchard-Berzel, MENDM, Wawa
- T.J. Legge, MENDM, Chapleau
- Shah Mohamed, Wawa EDC

**Regrets:**

- Tina Forsyth, CAO/Treasurer, White River
- Carol Hughes, MP
- Mike Mantha, MPP

**Guests:** None

**Media:** None

**Public:** None

**2. REVIEW OF ADDENDUM & APPROVAL OF AGENDA**

**Moved by: Mayor MacEachern**

**R. Verbal**

**Seconded by: Mayor Bazzoni**

**RESOLVED THAT** the agenda for the Northeast Superior Mayors Group as of Monday, January 13<sup>th</sup>, 2020 be approved with the proposed additions:

8.5 PSW Workforce Action Team Update

CARRIED.

**3. ANNOUNCEMENTS Nil**

**4. DECLARATION OF PECUNIARY INTEREST AND THE GENERAL NATURE THEREOF Nil**

5. **APPROVAL OF MINUTES**

Moved by: Mayor Nantel

R. Verbal

Seconded by: Mayor Bazzoni

**RESOLVED THAT** the minutes of the Northeast Superior Mayors Group meeting, held on Monday, November 4<sup>th</sup>, 2019 be approved.

CARRIED.

6. **DELEGATIONS AND VISITORS** None

7. **OLD BUSINESS**

**7.1. Outstanding Listing** See changes on attached document. Add PSW Shortage to the list.

8. **NEW BUSINESS**

**8.1. Teeny Tiny Summit Update**

- The Teeny Tiny Summit welcomes community leaders from small communities of all kinds for an informative and inspiring day.
  - o Each Teeny Tiny Summit includes success stories from small places throughout the region, and opportunities to network and learn from other community leaders. Much of the content is focused on what can be accomplished by volunteers working together with municipalities. In small places, volunteers are a critical part of economic development.
  - o “Teeny Tiny Places” have a few common qualities. They tend to be small rural communities with village centres that have populations under 1000 and/or have stable or slightly declining population. Villages often do not have water and wastewater infrastructure. The communities lack dominant economic drivers, and tend not to have paid, dedicated economic development staff at the lower tier level. Despite these challenges, Teeny Tiny Places have many unique assets and opportunities to better their communities and achieve their goals. The Teeny Tiny “movement” began in response to a lack of economic development resources that were targeted to places with these characteristics and has been driven by the energy and dedication of people who are committed to their small communities.
  - o Attendance 110-150 people, cost \$20,000 - \$25,000 (Funding could be available through OMAFRA, NOHFC or Trillium and would also need to do fundraising - corporate and municipal to help with cost, timeline 1<sup>st</sup> week of April
- Proposed idea – Same model in our area (moving it around our communities)
  - o Coordination - NESMG & EDO groups
  - o Have speakers come and discuss topics discussed at the NESMG meeting. E.g.: Peter Kenyon
  - o Have different ministers address the group
  - o Possible streams: Entrepreneurship, municipal, mining, forestry, volunteerism, leadership, etc.
  - o Add to January 22<sup>nd</sup> EDO’s Agenda – Can look at organizing these summits in the region

**8.2. Letter to Ministers**

- It’s a new government therefore it’s currently the time to reach out to the new ministers.
- Proposed idea -
  - o Position Algoma as a region
  - o Identify issues that we could work together as a group at finding strategies e.g.: Forestry Workforce

- Send the letter to specific minister. If the project/plan correspond to more than one minister involve other ministers.
- Explain the way our group works together and how we use this forum to enact
- Offer our region and our willingness to work with them to find strategies for different projects that would be beneficial to our area
- It would at least lead to a conversation

**8.3. ROMA Participants**

- Delegates from Wawa, White River, Hornepayne and Manitouwadge are going.

**8.4. Draft Forestry Sector Strategy**

- All mayors should get on board with a committee to be able to work all together - Need 5-7 members
- Need support with housing and labour issues
- No support from the province for local issues (Downward decision making) such as in Hornepayne: Legion can't buy liquor from LCBO in town; they have to go to Hearst

**8.5. PSW Workforce Action Team Update**

- Pamphlet created to recruit PSWs and promote the program
- Beverly will keep us updated on the situation

**8.6. CodeRED System**

- Owen gave us an update on the CodeRED system that they are using in Manitouwadge
- \$2,400 per year
- CodeRED is a Complete Emergency Notification and Alerting Service
- This high-speed mass notification system allows them to deliver emergency or time sensitive messages to the whole community or just a targeted section or specific group
- Notifications can be simultaneously delivered via text, email, landlines, TDD/TTY, cellphones, social media, RSS feeds or a mobile app push
- All alerts or notifications are issued through CodeRED and are generated by local officials

**ACTION ITEMS:**

- Add Zoning Order for Wawa/Dubreuilville to the March Agenda
- Ask Melanie Pilon to attend the next NESMG meeting to talk about the broadband project

**9. NEXT MEETING**

9.1. Monday, March 2<sup>nd</sup>, 2020 at 11:00 a.m. in Wawa

**10. MEETING CLOSE**

**Moved by: Mayor Levesque**

**R. Verbal**

**Seconded by: Mayor Nantel**

**RESOLVED THAT;** the meeting closed at 1:49 p.m.

**CARRIED.**

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MAYOR RON RODY

MUNICIPALITY OF WAWA

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CHANTAL CROFT

SUPERIOR EAST CFDC



## **Minutes – Regular Board Meeting**

**January 23, 2020**

**Head Office, Main Board Room, Little Rapids**

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### Board Members in attendance:

Norman Mann – Chair  
Lynn Watson – Vice Chair  
Blair MacKinnon  
Sally Hagman  
Dan Marchisella  
Ron Rody  
Jocelyne Bishop  
Chris Patrie  
Luc Cyr

### Board Members absent with regrets and required notice:

Belinda Kistemaker  
Harry Stewart  
Lorraine Aelick

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### **1. Opening of Meeting**

The Board Chair opened the meeting and welcomed Board members and staff.

## **2. Opportunity for Declaration of Pecuniary Interest**

Board Member, Chris Patrie declared 'Declaration of Pecuniary Interest' for agenda item number 5, Board Representation.

## **3. Minutes**

By Resolution, the Board approved the minutes of the November 23, 2019, Regular Board Meeting as amended.

Location of meeting corrected.

## **4. Approval of Agenda**

By Resolution, the Board approved the agenda for the January 23, 2020 Regular Board Meeting, as amended.

Amended as follows:

- 11.1a Ambulance Service Complaint - Hornepayne
- 11.1b Ambulance Service Complaint - Hornepayne
- 11.1c IT Security Issue

## **5. Board Representation**

Board Member, Chris Patrie left the room.

By Resolution the Board went into a closed session for the discussion of a legal matter.

By Resolution the Board returned to an open session.

## **6. Election of Board Chair for 2020**

Norman Mann vacated the Chair position.

The CAO assumed the Chair position during the election for the Board Chair and Vice Chair and reviewed the election process with the Members.

The CAO called for nominations for the position of Chair.

Norman Mann was nominated.

Norman Mann accepted the nomination.

The CAO called a second time for nominations.

The CAO called a third time for nominations.

There were no further nominations.

Nominations for the position of Chair were closed.

Norman Mann was re-elected to the position of Chair.

By Resolution Norman Mann was appointed Chair of the ADSAB Board for 2020.

## **7. Election of Board Vice Chair for 2020**

The CAO called for nominations for the position of Vice Chair.

Lynn Watson was nominated.

Lynn Watson accepted the nomination.

The CAO called a second time for nominations.

The CAO called a third time for nominations.

There were no further nominations.

Nominations for the position of Vice Chair were closed.

Lynn Watson was re-elected to the position of Vice Chair.

By Resolution Lynn Watson was appointed Vice Chair of the ADSAB Board for 2020.

## **8. Correspondence**

### **8.1 MMAH – Canada-Ontario Housing Benefit**

In the absence of the Director of Housing Services the CAO advised the Board the Canada-Ontario Housing Benefit is a portable benefit through the Ministry of Finance who will pay benefits directly to the tenant and does not count toward ADSAB's service level standards. Guidelines have not yet been released.

Direction was given to share the guidelines with Member Municipalities once available.

Questions were answered by the CAO.

### **8.2 MCCSS – Ontario's Poverty Reduction Strategy**

In the absence of the Manager of Client Services the CAO provided an update on the Ministry's continued efforts, through the Poverty Reduction Strategy, to find solutions to reduce poverty. An online survey will be available January 2020.

### **8.3 MCCSS – District Social Services Administration Board (DSSAB) Review**

The CAO informed the Board the review has been finalized and provided a summary of the information received. Based on the review the Ministry is maintaining status quo.

Discussion ensued.

Questions were answered by the CAO.

## **9. Other Business**

### **9.1 Children's Services – Update**

The Manager of Children's Services informed the Board the key message from the Ministry is to continue business as usual

throughout the ongoing strike. The Ministry continues to work closely with the licenced childcare providers in the schools. Financial support was made available for parents in need of alternate care.

Discussions continue around the new funding model.

The capital project in Echo Bay is nearing completion with an expected opening of February, 2020.

A completion date for the space at Central Algoma School has been identified as December, 2020.

## 9.2 Housing Services – Update

In the absence of the Director of Housing Services the CAO informed the Board the Ministry requires a five year update to the 2014 Housing and Homelessness Plan. The plan has been updated based on a Ministry provided checklist and submitted to the Ministry.

Questions were answered by the CAO.

## 9.3 Social Assistance (Ontario Works) – Update

In the absence of the Manager of Client Services the CAO informed the Board the Ministry will be continuing with the expectations for service level outcomes. It is required that employment outcomes increase by at least 3% over previous targets achieved. Administration dollars up to 15% will be clawed back if targets are not met.

The spending cap for 2020 remains unchanged.

Questions were answered by the CAO.

Discussion ensued and direction was given to review available program statistical information for enhanced reporting to the Board.



#### 9.4 Paramedic Services – Update

The Chief of Paramedic Services stated ADSAB met and exceeded all response times in 2019.

Call volumes continue to increase with an overall increase of 842 calls in 2019. This is a 10% increase from the previous year.

The OAPC – Emergency Health Services Modernization Consultations continue. There are no plans to merge Paramedic Services and Public Health. Consultations are expected to be complete in March. The goal is to try to find savings while improving the patient experience.

The Chief of Paramedic Services participates on the East Algoma Ontario Health Team and provided an update to the Board.

Questions from the Board were answered by the Chief.

#### 9.5 North East Non-Urgent Patient Transportation Project – Update

The CAO noted that the Project is currently being delayed as the Province will not commit their share of the cost for more than one year. There are ongoing discussions with the partners of how to address this issue including the potential for the partners to increase contributions to cover any shortfall.

Discussion ensued.

The CAO will come back to the Board should a request for more funds be received.

#### 9.6 Board Committees and Conferences 2020

The Board Chair invited members to express interest in changing committees if they wish to do so.

Any changes resulting due to members absent will be addressed at the next meeting.

By Resolution the Board approved the 2020 Committees as follows:

Audit / Finance Committee

Ron Rody  
Chris Patrie  
Harry Stewart

French Language Services Committee

Luc Cyr  
Jocelyne Bishop

Personnel Committee

Sally Hagman  
Blair MacKinnon  
Lynn Watson

By Resolution the Board approved the attendance of:

Chair and Vice Chair or designate to the FONOM Conference

Chair and Vice Chair or designate to the NOSDA Conference

Chair or designate to the AMO Conference

2 Members of the FLS Committee to the AFMO Conference

9.7 ADSAB Meeting Calendar for 2020

By Resolution the Board approved the 2020 Meeting Calendar.

The Audit / Finance Committee meeting will be Thursday,  
February 20, 2020 @ 1:00 p.m. at Head Office, Little Rapids.

## 9.8 ADSAB Borrowing By-Law for 2020

The Chair read aloud the Borrowing By-Law for the Members.

By Resolution the Borrowing By-Law was approved.

## 10. Open Questions and Answer

There were none.

## 11. In Camera Session

11.1 Township of St. Joseph Affordable Housing Project – Update

11.1a Ambulance Service Complaint

11.1b Ambulance Service Complaint

11.1c IT Security Issue

11.2 Westwind Shores Housing Project – Update

11.3 Wawa Housing Project – Update

11.4 Personnel Issues

Upon return to open session by Resolution the Board approved the Tender for the Westwind Shores Building – Office Renovations from Saldan General Contractors Inc. in the amount of \$498,950 plus HST.

## 12. Adjournment

By Resolution, the Regular Board Meeting of January 23, 2020 was adjourned.

The next Regular Board Meeting is scheduled for February 27, 2020 at 5:00 p.m. in the Main Board Room, Head Office, Little Rapids.

## Resolutions

<b>1</b>	<p>Moved by: Ron Rody Seconded by: Jocelyne Bishop</p> <p>Resolve that: the Board approve the minutes of the November 23, 2019 Regular Board Meeting as amended.</p> <p>Location of the meeting was corrected.</p> <p>Carried</p>
<b>2</b>	<p>Moved by: Dan Marchisella Seconded by: Lynn Watson</p> <p>Resolve that: the Board approve the agenda for the January 23, 2020 Regular Board Meeting as amended.</p> <p>Amended as follows:</p> <p>Added</p> <p>11.1a Ambulance Service Complaint 11.1b Ambulance Service Complaint 11.1c IT Security Issue</p> <p>Carried</p>
<b>3</b>	<p>Moved by: Sally Hagman Seconded by: Luc Cyr</p> <p>Resolve that: the Board go into a closed session for the discussion of Property and Personnel matters.</p> <p>Carried</p>

<b>4</b>	<p>Moved by: Jocelyne Bishop Seconded by: Lynn Watson</p> <p>Resolve that: the Board return to an open session.</p> <p>Carried</p>
<b>5</b>	<p>Moved by: Ron Rody Seconded by: Chris Patrie</p> <p>Resolve that: Norman Mann is hereby appointed as Chair of the Algoma District Services Administration Board for the year 2020.</p> <p>Carried</p>
<b>6</b>	<p>Moved by: Luc Cyr Seconded by: Sally Hagman</p> <p>Resolve that: Lynn Watson is hereby appointed as Vice Chair of the Algoma District Services Administration Board for the year 2020.</p> <p>Carried</p>
<b>7</b>	<p>Moved by: Luc Cyr Seconded by: Sally Hagman</p> <p>Resolve that: the Board approve the 2020 Committees as follows:</p> <p>Audit / Finance Committee</p> <p>Ron Rody Chris Patrie Harry Stewart</p>

	<p>French Language Services Committee</p> <p>Luc Cyr Jocelyne Bishop</p> <p>Personnel Committee</p> <p>Sally Hagman Blair MacKinnon Lynn Watson</p> <p>Carried</p>
<b>8</b>	<p>Moved by: Ron Rody Seconded by: Lynn Watson</p> <p>Resolve that: the Board approve the attendance of:</p> <p>Chair and Vice Chair or designate to the FONOM Conference</p> <p>Chair and Vice Chair or designate to the NOSDA Conference</p> <p>Chair or designate to the AMO Conference</p> <p>2 Members of the FLS Committee to the AFMO Conference</p> <p>Carried</p>
<b>9</b>	<p>Moved by: Jocelyne Bishop Seconded by: Chris Patrie</p> <p>Resolve that: the Board approve the 2020 proposed Meeting Calendar as distributed.</p> <p>Carried</p>

10

Moved by: Luc Cyr  
Seconded by: Jocelyne Bishop

Resolve that: the Board approve the Bylaw 01-20 for \$2,700,000 as follows:

BYLAW NUMBER 01 – 20

A Bylaw to Authorize The Borrowing of \$2,700,000.00

Whereas the Directors of the Algoma District Services Administration Board (hereinafter called the "ADSAB") deemed it necessary to borrow the sum of \$2,700,000.00 to meet, until the current revenue by way of grants and municipal levies are received, the current expenditures of the Association for the year.

**Therefore** the Directors of the Algoma District Services Administration Board hereby enact as follows:

1. The Chief Administrative Officer and Manager of Finance of the ADSAB are hereby authorized on behalf of the ADSAB to borrow from time to time by way of promissory note from the **CANADIAN IMPERIAL BANK OF COMMERCE** a sum or sums not exceeding in the aggregate of \$2,700,000 to meet the current expenditures of the ADSAB for the year until the current revenues are received, and to give on behalf of the ADSAB to the Bank a promissory note or notes under the Corporate Seal signed by the Chief Administrative Officer and Manager of Finance for the monies so borrowed, with interest at such rate as may be agreed upon from time to time with the Bank.
2. The Chief Administrative Officer or Manager of Finance is hereby authorized and directed to apply in payment of all sums borrowed as aforesaid, together with interest thereon, all the monies hereafter collected or received for the current year and preceding years or from any other source.

Carried

<b>11</b>	<p>Moved by: Lynn Watson Seconded by: Luc Cyr</p> <p>Resolve that: the Board move the meeting in-camera to discuss Property and Personnel issues.</p> <p>Carried</p>
<b>12</b>	<p>Moved by: Lynn Watson Seconded by: Luc Cyr</p> <p>Resolve that: the Board return to an open session.</p> <p>Carried</p>
<b>13</b>	<p>Moved by: Chris Patrie Seconded by: Luc Cyr</p> <p>Resolve that: the Board approve the Tender for the Westwind Shores Building – Office Renovations from Saldan General Contractors Inc. in the amount of \$498,950 plus HST.</p> <p>Carried</p>
<b>14</b>	<p>Moved by: Jocelyne Bishop Seconded by: Lynn Watson</p> <p>Resolve that: the Regular Board Meeting of January 23, 2020 be adjourned.</p> <p>Carried</p>



**Shelley Casey**

---

**From:** Coalition for Algoma Passenger Trains <info@captrains.ca>  
**Sent:** March-01-20 1:35 PM  
**To:** Shelley  
**Subject:** PM's Office fails to value First Nation Relationship & Reconciliation Opportunity through Bear Train

[View this email in your browser](#)



**MEDIA RELEASE: Feb. 20, 20**

**PM's Office fails to value First Nation Relationship & Reconciliation Opportunity through Bear Train**

**When Chief Jason Gauthier of Missanabie Cree First Nation read the Prime Minister's refusal to his request for a meeting, these were his reactions:**

- 1. our First Nation relationship with him is not important**

**enough for him to meet us**

**2. he is shutting his door on an amazing opportunity for reconciliation**

**3. he shows no respect for us having accomplished everything required to receive the first First Nation Railway Operating Certificate (ROC) in Ontario so as to operate the first First Nation passenger train.**

**Chief Gauthier is calling upon the Northern Ontario Caucus of Liberal MPs to convince their leader that it is important to meet with him.**

**After 5 years of demonstrating that the meagre funding required to operate the first ever First Nation-run train---the Bear Train---fits all Marc Garneau's goals as Transport Minister, Chief Jason Gauthier went over his head. In a letter to the Prime Minister, in the nation to nation spirit that Trudeau claims to value, Chief Gauthier states that the Bear Train (to replace the former Algoma passenger train between Sault and Hearst) fits with the directives the Prime Minister has given to Minister Garneau:**

- accelerate and build on the progress we have made with First Nations**
- ensure that Canada's transportation system supports the Government's ambitious economic growth and job creation agenda**

**In his letter to the Prime Minister, Chief Gauthier outlined how the Bear Train can help redress the federal**

**government's unjust acquisition of land and displacement of First Nation peoples to build the railways by ensuring that the passenger service plays its role as essential infrastructure for regional economic development of the First Nations through whose territories it passes.**

**According to a study completed in 2014 by BDO Canada concluded that the Algoma passenger train annual funding of \$2.2 million resulted in:**

- \$38-\$48 million in annual economic impact**
- 170-220 jobs**
- \$5.12- \$6.45 million in annual tax generation.**

**This employment is particularly needed by the Indigenous people of the region whose rates of employment are significantly higher than the rest of the population.**

**Chief Gauthier concluded his letter to the PM: "Instead of supporting your government's 'ambitious economic growth and job creation agenda' as directed by your mandate letter to the Transport Minister, the lack of funding for the passenger train is resulting in economic collapse and unemployment along the rail corridor from Sault Ste. Marie to Hearst, a major missed opportunity for economic growth and job creation for the Missanabie Cree First Nation as well as a reconciliation opportunity."**

**The comprehensive business plan for the proposed Bear Train can be accessed at [www.beartrain.ca](http://www.beartrain.ca).**

**Media contact: Chief Jason Gauthier 705 975  
2954 [jgauthier@missanabiecree.com](mailto:jgauthier@missanabiecree.com)**



**Our mailing address is:**

[info@captrains.ca](mailto:info@captrains.ca)

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Coalition for Algoma Passenger Trains · 505 Macdonald Ave. · Sault Ste. Marie, ON P6B 1H8 · Canada



7.4

# EXAMEN

## Examen des travaux forestiers proposés : centre d'information Plan de gestion forestière 2021-2031 de la forêt Nagagami

Le ministère des Richesses naturelles et des Forêts (MRNF) de l'Ontario, First Resource Management Group, agence pour Hornepayne Lumber LP, et le comité local de citoyens (CLC) Nagagami vous invitent à venir à un centre d'information. Il sera tenu dans le cadre de la planification détaillée des travaux forestiers associés à la période de dix ans 2021-2031 du plan de gestion forestière (PGF) pour la forêt Nagagami.

### Le processus de planification

Environ trois ans seront nécessaires pour mener à bien le PGF. Durant cette période, il y aura cinq occasions officielles de consultation publique, et les communautés des Premières Nations et des Métis seront consultées et invitées à participer. La deuxième occasion (étape 2) pour ce PGF a été offerte le 27 novembre 2019, lorsque l'on a invité le public à examiner et à commenter l'orientation pour la gestion à long terme. Le présent avis de l'étape 3 a pour but :

- de vous inviter à examiner et à commenter les points suivants :
  - les détails concernant le tracé des routes d'accès, la coupe, la régénération forestière et les soins sylvicoles pour la période de dix ans du plan;
  - les corridors de chemins primaires et d'embranchements proposés ainsi que les limites des chemins d'exploitation proposées pour la période de dix ans du plan;
- de vous inviter à contribuer à l'information générale qui doit être utilisée pour la planification.

### Comment participer

Pour faciliter votre examen, un centre d'information sera installé de 16 h à 20 h à la date et à l'endroit suivant :

**Le 31 mars 2020** : Légion royale canadienne filiale, n° 194  
48 Sixth Avenue, Hornepayne, (Ontario) P0M 1Z0

On pourra obtenir, au centre d'information, les renseignements suivants :

- Le résumé de la version préliminaire pour l'orientation de la gestion à long terme proposée par le directeur régional du MRNF;
- Les cartes schématiques :
  - indiquant les zones proposées pour les travaux de coupe, les travaux de régénération forestière et les travaux sylvicoles, ainsi que les tracés proposés pour les routes forestières, et
  - les corridors proposés pour les nouveaux chemins primaires et d'embranchements pour la période de dix ans du plan.

En plus des versions les plus récentes de l'information et des cartes qui étaient disponibles aux étapes 1 et 2 de la consultation publique, l'information suivante sera offerte au centre :

- résumé des soumissions et des commentaires publics reçus jusqu'à présent, et toutes les réponses à ces soumissions et commentaires;
- stratégies de gestion des utilisations des routes proposées;
- liste des modifications requises à la suite de l'examen public de l'orientation pour la gestion à long terme.

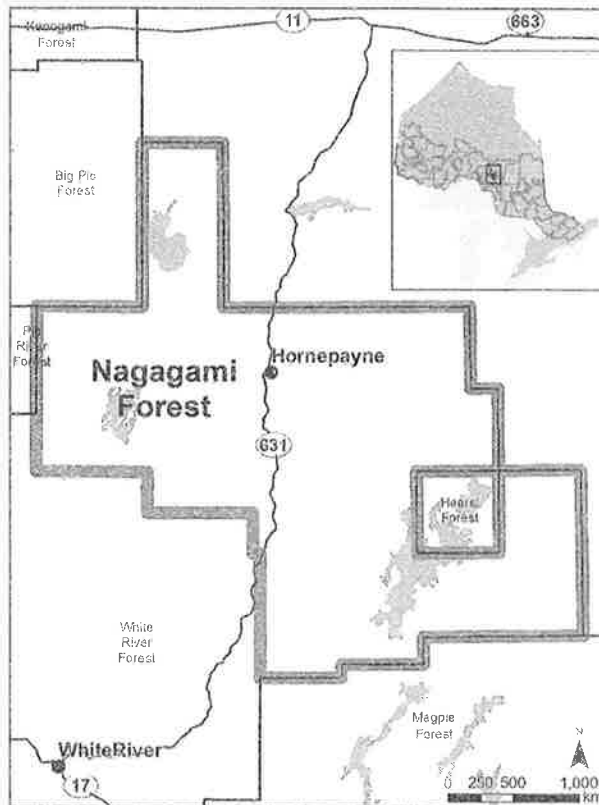
Les détails des travaux forestiers proposés seront accessibles pour examen et commentaires au bureau de l'entreprise First Resource Management Group et au bureau de district de Wawa du MRNF, aux endroits indiqués ci-dessous et aux heures normales d'ouverture pendant une période de 60 jours du **31 mars 2020 au 30 mai 2020**. Les commentaires sur les activités proposées pour la forêt Nagagami doivent être reçus par Brian Harbord de l'équipe de planification au bureau de Wawa, d'ici le **30 mai 2020**.

On peut demander en tout temps, durant le processus de planification, une réunion avec les représentants de l'équipe de planification. Des possibilités raisonnables de rencontres avec les membres de l'équipe de planification en dehors des heures de bureau habituelles seront offertes sur demande. Si vous avez besoin de plus amples renseignements ou si vous souhaitez discuter de vos intérêts et de vos préoccupations avec un membre de l'équipe de planification, veuillez communiquer avec l'une des personnes suivantes :

**Brian Harbord, F.P.I.**  
District de Wawa du MRNF  
48, chemin Mission C.P. 1160  
Wawa (Ontario) P0S 1K0  
tél. : 705 856-4736  
courriel : brian.harbord@ontario.ca

**Etienne Green, F.P.I.**  
FRMG - bureau de Hornepayne  
78, rue Front, C.P. 609  
Hornepayne (Ontario) P0M 1Z0  
tél. : 705 680-0033, ext. 244  
courriel : etienne.green@frmg.ca

**Marg Zajac, Présidente**  
CLC Nagagami Forest  
À l'attention de district de Wawa du MRNF  
48, chemin Mission C.P. 1160  
Wawa (Ontario) P0S 1K0



Pendant le processus de planification, vous avez la possibilité de présenter par écrit une demande de résolution de problème en communiquant avec le chef de district ou le directeur régional du MRNF. L'édition 2017 du *Forest Management Planning Manual* (partie A, section 2.4.1) décrit le processus en question.

### Continuez à participer

La soumission de l'ébauche du plan de gestion forestière est provisoirement prévue pour **juin 2020**. Vous aurez deux autres occasions formelles de participer. Les étapes en question sont indiquées ci-dessous et prévues provisoirement aux dates suivantes :

**Étape 4 - Centre d'information** : Examen de l'ébauche du plan de gestion forestière **août 2020**  
**Étape 5 - Inspection du plan de gestion approuvé** par le MRNF **janvier 2021**

Si vous souhaitez être ajouté à la liste de diffusion afin d'être informé des occasions de participation du public, veuillez communiquer avec Brian Harbord au 705 856-4736.

Le ministère des Richesses naturelles et des Forêts recueille vos renseignements personnels et vos commentaires en vertu de l'autorité de la *Loi de 1994 sur la durabilité des forêts de la Couronne*. Tout renseignement personnel que vous fournirez (adresse, nom, numéro de téléphone, etc.) sera protégé conformément à la *Loi sur l'accès à l'information et la protection de la vie privée*; cependant, vos commentaires seront intégrés au processus de consultation publique et pourraient être communiqués au grand public. Vos renseignements personnels peuvent être utilisés par le ministère des Richesses naturelles et des Forêts pour vous transmettre davantage de renseignements sur cet exercice de planification de la gestion forestière. Si vous avez des questions sur l'utilisation de vos renseignements personnels, veuillez communiquer avec Jennifer Lamontagne au 705 856-4747.

Information in English: Brian Harbord at 705-856-4736.

# REVIEW

## Review of Proposed Operations: Information Centre Nagagami Forest 2021-2031 Forest Management Plan

The Ontario Ministry of Natural Resources and Forestry (MNRF), First Resource Management Group (FRMG) acting as the agent for Hornepayne Lumber LP and the Nagagami Forest Local Citizens' Committee (LCC) invite you to an information centre. This information centre is being held as part of the detailed planning of operations for the ten-year period of the 2021-2031 Forest Management Plan (FMP) for the Nagagami Forest.

### The Planning Process

The FMP takes approximately three years to complete. During this time, five formal opportunities for public consultation and First Nation and Métis community involvement and consultation are provided. The second opportunity (Stage Two) for this FMP occurred on November 27, 2019 when the public was invited to review and comment on the long-term management direction. This 'Stage Three' notice is:

- To invite you to review and comment on:
  - the details of access, harvest, renewal and tending operations for the ten-year period of the plan, and
  - the proposed primary and branch road corridors and the proposed operational road boundaries for the ten-year period of the plan.
- To request contributions to the background information to be used in planning.

### How to Get Involved

To facilitate your review, the information centre will be held at the following location from **4:00 p.m. to 8:00 p.m.** on the following day:

**Tuesday, March 31, 2020:** Royal Canadian Legion, Branch 194  
48 Sixth Avenue, Hornepayne, ON P0M 1Z0

The following information may be obtained at the information centre:

- Summary of the MNRF Regional Director's preliminary endorsed long-term management direction; and
- Summary map(s) of:
  - the planned areas for harvest, renewal and tending operations for the ten-year period of the plan; and
  - the proposed corridors for new primary and branch roads for the ten-year period of the plan.

In addition to the most current versions of the information and maps which were available at Stages One and Two of the public consultation, the following information will be available at the information centre:

- Summary of public comments and submissions received to date and any responses to those comments and submissions;
- The proposed road use management strategies; and
- The list of required modifications resulting from the public review of the long-term management direction.

The proposed operations will be available for review and comment at the First Resource Management Group office and at the MNRF Wawa District Office at the locations shown below by appointment during normal office hours for a period of 60 days, **March 31, 2020 to May 30, 2020**. Comments must be received by Brian Harbord of the planning team at the MNRF Wawa District Office, **by May 30, 2020**.

Meetings with representatives of the planning team and the LCC can be requested at any time during the planning process. Reasonable opportunities to meet planning team members during non-business hours will be provided upon request. If you require more information or wish to discuss your interests and concerns with a planning team member, please contact one of the individuals listed below:

**Brian Harbord, R.P.F.**  
Wawa District  
48 Mission Road  
P.O. Box 1160  
Wawa, ON P0S 1K0  
tel: 705-856-4736  
e-mail: brian.harbord@ontario.ca

**Etienne Green, R.P.F.**  
FRMG – Hornepayne Office  
78 Front Street  
P.O. Box 609  
Hornepayne, ON P0M 1Z0  
tel: 705-680-0033, ext. 244  
e-mail: etienne.green@frmg.ca

**Marg Zajac, President**  
Nagagami Forest LCC  
c/o MNRF Wawa District Office  
48 Mission Road  
P.O. Box 1160  
Wawa, ON P0S 1K0

During the planning process there is an opportunity to make a written request to seek resolution of issues with the MNRF District Manager or the Regional Director using a process described in the 2017 *Forest Management Planning Manual* (Part A, Section 2.4.1).

### Stay Involved

The tentative scheduled date for submission of the draft FMP is **June 2020**. There will be two more formal opportunities for you to be involved. These stages are listed and tentatively scheduled as follows:

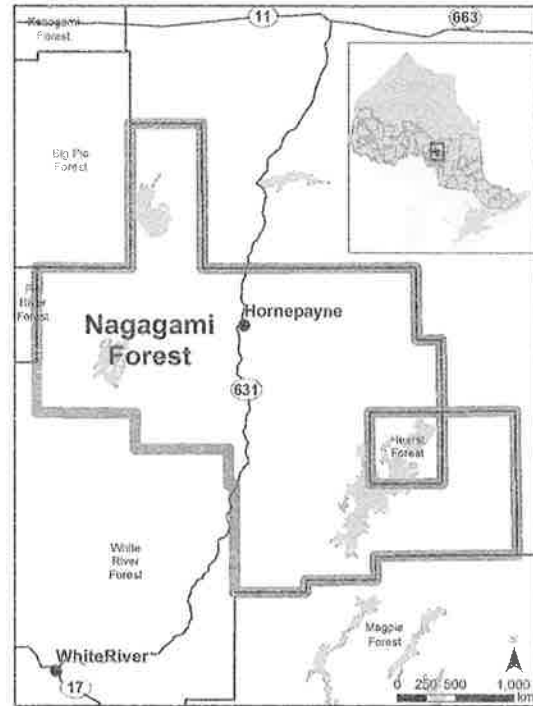
**Stage Four** - Information Centre: Review of Draft FMP  
**Stage Five** - Inspection of MNRF-Approved FMP

**August 2020**  
**January 2021**

If you would like to be added to a mailing list to be notified of public involvement opportunities, please contact Brian Harbord at 705-856-4736.

The Ministry of Natural Resources and Forestry is collecting your personal information and comments under the authority of the *Crown Forest Sustainability Act*. Any personal information you provide (address, name, telephone, etc.) will be protected in accordance with the *Freedom of Information and Protection of Privacy Act*; however, your comments will become part of the public consultation process and may be shared with the general public. Your personal information may be used by the Ministry of Natural Resources and Forestry to send you further information related to this forest management planning exercise. If you have questions about the use of your personal information, please contact Jennifer Lamontagne at 705-856-4747.

Renseignements en français : Jennifer Lamontagne au 705-856-4747.





7.5

**Michael Mantha MPP/député**  
Algoma–Manitoulin

February 3, 2020

Hon. Caroline Mulroney  
Ministry of Transportation  
5th Floor, 777 Bay St.  
Toronto, ON M7A 1Z8

COPY

Dear Minister Mulroney,

I cannot begin to describe how disappointed I am with both of your responses to my letters concerning the insufficient access that Northerners have to DriveTest Centres within their region. It is clear that the Ministry has no real understanding of what it means to raise a family or operate a business in Northern Ontario.

To begin, in your most recent letter of December 13, 2019, you stated, "When determining the location of a DriveTest centre, factors that would be taken into consideration would include geographic and demographic data, current and future population growth, and customer demand patterns." This in no way addresses the concern that individuals and business operators must go literally for **MONTHS** with no access to a nearby DriveTest Centre. The concern is not that the centres are not located well or that they are too far from the many rural communities. The issue is that they are closed for the winter months.

Secondly, the Ministry fails to understand how vulnerable the Northern economy is. Again, within your December 13<sup>th</sup> letter you state, "All requests for road tests can be met if applicants schedule an appointment in advance." The problem with this response is that the Ministry is clearly **NOT meeting the needs** of Northerners. Otherwise, my office would not be receiving complaints from local businesses and agencies as well as individual residents. When a driver is needed with specific qualifications and licenses, they are needed at that time or very soon. Not later on next spring or summer. However, it seems that the Ministry gives greater weight to financial efficiencies for the Government rather than to meeting the needs of Northern residents and business operators. Shouldn't a government do all it can to encourage the stability and growth of local business and strengthen the economy? Even if in the end the government service does not break even, they can justify the expenditure by strengthening the local economy. Sometimes it costs money to make money.

Your statement that "Service dates, hours of operation and tests offered are published on the DriveTest website. These dates balance customer demand against the costs of service delivery." Again, I take exception to this statement, as there is no **BALANCE** as you suggest. Clearly, the only consideration is that of cost to the Ministry for delivery of service.

Finally, I address the matter of scheduling around weather conditions that are favourable to Ministry personnel who must travel to Algoma to provide the needed DriveTest Centre services.

I again quote your latest correspondence in which you state, "Regarding weather conditions, DriveTest must balance weather against the safety of their employees, applicants and other road users as well as their ability to deliver a fair road test. Can you explain how many thousands of Ontarians are able to travel up and down the highways all year safely, but when it comes to asking Ministry employees to do the same the government considers such travel an unnecessary risk to ask them to drive these roads in winter? This is a clear indication that the Ministry of Transportation itself does not have confidence enough in the winter maintenance services provided by their own contractors to permit Ministry employees to travel on the TransCanada, but that they have no qualms about asking the public to drive day after day on these same highways.

You are correct in saying that it is essential that the tests be conducted when weather conditions are reasonable. It would seem more than obvious that when weather conditions are not satisfactory for employees to travel northward, that the appointment could be rescheduled for an alternative date. There is no valid reason to require the appointment be put off for weeks on end until the next time there is an opening in a prescheduled appointment. Even if the schedules for individual employees who are assigned to appear are completely booked up, it should not be any great hardship to send a replacement worker in their stead soon after. This is the commonly accepted practice of almost any business.

In conclusion, I ask you again to reconsider the policies employed by the Ministry of Transportation in scheduling fair, consistent and reliable access to DriveTest Centres in Algoma for Northern residents as do all other Ontarians across the province.

Sincerely,



Michael Mantha  
MPP/député  
Algoma-Manitoulin

MM :gb

CC: MPP Jennifer French, NDP Transportation Critic  
Northeast Superior Mayors Group Members,  
Mayor Ron Rody, Wawa, ON  
Mayor Angelo Bazzoni, Township of White River  
Mayor Michael Levesque, Township of Chapleau  
Mayor Alain Lacroix, Township of Dubreuilville  
Mayor Cheryl Fort, Township of Hornepayne  
Mayor John MacEachern, Township of Manitouwadge  
Algoma Municipal Association



Ministry of  
Transportation

Office of the Minister

777 Bay Street, 5<sup>th</sup> Floor  
Toronto ON M7A 1Z8  
416 327-9200  
[www.ontario.ca/transportation](http://www.ontario.ca/transportation)

Ministère des  
Transports

Bureau de la ministre

777, rue Bay, 5<sup>e</sup> étage  
Toronto ON M7A 1Z8  
416 327-9200  
[www.ontario.ca/transports](http://www.ontario.ca/transports)



107-2019-4222

COPY

**DEC 13 2019**

Mr. Michael Mantha, MPP  
Algoma-Manitoulin  
18 Mary Walk  
Elliot Lake ON P5A 2A1

Dear Mr. Mantha:

Thank you for your follow-up letter regarding driver testing in northern communities. I value your feedback and appreciate your taking the time to share your thoughts with me. Promoting economic development in Northern Ontario is a priority for this government.

When determining the location of a DriveTest centre, factors that would be taken into consideration include geographical and demographic data, current and future population growth, and customer demand patterns.

As previously noted, the ministry will continue to monitor transaction volumes and will make changes to hours of operation or consider additional driver testing facility locations as appropriate.

All requests for road tests can be met if applicants schedule an appointment in advance. Service dates, hours of operation and tests offered are published on the DriveTest website. These dates balance customer demand against the costs of service delivery.

Regarding weather conditions, DriveTest must balance weather against the safety of their employees, applicants and other road users as well as their ability to deliver a fair road test.

.../2

Thank you again for writing. Please be assured your comments and concerns will be taken into consideration.

Sincerely,



Caroline Mulroney  
Minister of Transportation

- c. His Worship Angelo Bazzoni, Mayor, Township of White River
- Her Worship Cheryl Fort, Mayor, Township of Hornepayne
- His Worship Michael Levesque, Mayor, Township of Chapleau
- His Worship John MacEachern, Mayor, Township of Manitouwadge
- Her Worship Beverly Nantel, Mayor, Township of Dubreuilville
- His Worship Ron Rody, Mayor, Municipality of Wawa

7.6

March 3, 2020

**Re: New Business- Motion of Support for a peaceful conclusion to the ongoing rail disruptions and encouragement for ongoing discussions for a solution to the Costal GasLink Project.**

At its meeting of March 2, 2020, the Council of the Corporation of the Township of Tyendinaga ratified a motion, regarding the support for a peaceful conclusion to the ongoing rail disruptions and encouragement to find a path a peaceful solution regarding the Costal GasLink Project.

“WHEREAS the dispute regarding the Coastal Gas Link Project in British Columbia is continuing;

AND WHEREAS the dispute has directly affected both the Township of Tyendinaga and the Mohawks of the Bay of Quinte;

AND WHEREAS a resolution of the situation lies in discussion and negotiations with the appropriate parties;

NOWHEREFORE the Corporation of the Township of Tyendinaga calls on those parties to work together to find a successful and peaceful resolution of the pipeline matter as quickly as possible;

AND FINALLY that the Township urges all municipalities and municipal organizations across the Country to support the parties involved in their search for a resolution of this critically important matter.”

Best Regards,



**Brad Roach**  
CAO (Chief Administrative Officer)  
Clerk-Treasurer  
**The Corporation of the Township of Tyendinaga**  
859 Melrose Road, Shannonville, ON, K0K 3A0  
(613) 396-1944 | [clerk@tyendinagatownship.com](mailto:clerk@tyendinagatownship.com)  
[www.tyendinagatownship.com](http://www.tyendinagatownship.com)

**WHEREAS** the Northeast Superior Regional Broadband Network (NSRBN) has been formed with representatives from participating First Nations, and Municipalities and Economic Development Organizations in the Region;

**AND WHEREAS** the Northeast Superior Regional Broadband Network (NSRBN) derives the authority and mandate from the councils of the participating municipalities and First Nation communities;

**AND WHEREAS** the group is focused on building a broadband network in every community to improve economic growth, resiliency and improved access to health and education services. The availability of adequate and affordable broadband for all citizens and stakeholders is important to the future of the entire region;

**AND WHEREAS** Canadian residential and business fixed broadband Internet access service subscribers should be able to access speeds of at least 50 megabits per second (Mbps) download and 10 Mbps upload, and to subscribe to a service offering with an unlimited data allowance;

**NOW THEREFORE BE IT RESOLVED** that Council of The Corporation of the Township of Dubreuilville does hereby support a group entity funding application from the Northeast Superior Regional Broadband Network's (NSRBN) to the CRTC Broadband Fund and future government funds including, but not limited to, Ontario Ministry of Infrastructure funding program and Federal Universal Broadband Fund."

Dubreuilville, le 5 mars 2020

Cher M. Roger Lemoyne,

Comme vous le savez, le monde de l'éducation subit une crise unique en son genre depuis la création du CSCNO, il y a plus de 20 ans. Or, nous apprenons qu'en plus des retranchements proposés par le gouvernement Ford, les conseils scolaires représentés par le CAE cherchent également des retranchements importants aux conditions de travail des enseignantes et enseignants qui pourraient avoir un impact négatif **sur la qualité de l'enseignement et de l'apprentissage de nos élèves du CSCNO.**

En tant que contribuable du CSCNO, il est de mon devoir de vous rappeler que votre rôle de conseillers scolaires est de mettre l'accent sur **la réussite et le bien-être de nos élèves** et de participer à la prise de décisions avantageuses pour l'ensemble du Conseil tout en représentant les intérêts des électrices et électeurs de leur secteur. D'ailleurs, comme vous avez vous-même sans doute pu le constater les 13 et 21 février, les Franco-Ontariens et les Franco-Ontariennes supportent les membres de l'AEFO dans leur action syndicale. Je me demande donc pourquoi le CSCNO, entre autres, semble se ranger contre les enseignants malgré le support de la population à leur égard et malgré le fait que ce soit néfaste pour le CSCNO lui-même.

Soulignons que les coupures que veut imposer le gouvernement Ford mettraient en péril l'existence même d'un système d'éducation francophone en Ontario. Comment le CSCNO compte-t-il maintenir ses services de haute qualité malgré les coupures? Comment le CSCNO compte-t-il maintenir et/ou améliorer son taux de rétention avec des écoles secondaires incapables d'offrir une variété de cours digne de mention? Bref, comment le CSCNO compte-t-il composer avec les coupures pour demeurer compétitif avec les Conseils scolaire limitrophes, en occurrence les Conseils scolaires anglophones? Il y a tant à perdre pour nos élèves et **la qualité de leur éducation.** J'irais même jusqu'à dire que notre culture et notre pérennité en tant que communauté francophone en Ontario est en jeu : l'éducation est le vecteur par excellence de la culture et cela est encore plus vrai en milieu minoritaire. De par ses actions, de par sa

prise de position contre nos enseignants, le CSCNO se dresse contre la culture franco-ontarienne et ignore le support qu'offre la population aux enseignants.

Puisque vous êtes les représentants élus dans ma région, je vous demande de vous lever et d'entraîner les autres conseillers du CSCNO avec vous et que vous deveniez les porte-parole de notre communauté en matière d'éducation. Il est de votre devoir en tant qu'élus de faire pression auprès du CSCNO afin qu'il trouve rapidement un terrain d'entente et qu'il s'oppose à toutes ces coupures proposées par le gouvernement Ford et le CAE de la même façon que le peuple franco-ontarien s'est prononcé les 13 et 21 février derniers. **L'éducation française de qualité est en jeu pour tous les élèves actuels du CSCNO ainsi que leurs futurs élèves.**

Le monde de l'éducation a besoin de votre appui,

Je vous prie d'agréer, Messieurs le conseiller, l'expression de ma haute considération.

February 28, 2020

Mayor Beverly Nantel and Council  
The Corporation of the Township of Dubreuilville  
P.O. Box 367  
Dubreuilville, Ontario  
P0S 1B0

**Re: O. Regulation 170 - 2019 Section 11 Annual Report for the Dubreuilville Drinking-Water System**

Ontario's Drinking-Water Systems Regulation (O.Reg. 170/03), made under the *Safe Drinking Water Act, 2002*, requires that the owner of a drinking water system prepare an annual report on the operation of the system and the quality of its water.

The annual report must cover the period of January 1<sup>st</sup> to December 31<sup>st</sup> in a year and *must be prepared not later than February 28<sup>th</sup>* of the following year. Pursuant to the legislative requirements, enclosed for your records is the 2019 Annual Report for the Dubreuilville Drinking-Water System.

Pursuant to the legislative requirements, Section 11 (6): the annual report must:

- (a) contain a brief description of the drinking-water system, including a list of water treatment chemicals used by the system during the period covered by the report;
- (b) summarize any reports made to the Ministry under subsection 18 (1) of the Act or section 16-4 of Schedule 16 during the period covered by the report;
- (c) summarize the results of tests required under this Regulation, or an approval or order, including an OWRA order, during the period covered by the report and, if tests required under this Regulation in respect of a parameter were not required during that period, summarize the most recent results of tests of that parameter;
- (d) describe any corrective actions taken under Schedule 17 or 18 during the period covered by the report;
- (e) describe any major expenses incurred during the period covered by the report to install, repair or replace required equipment; and

(f) In the case of a large municipal residential system or a small municipal residential system, include a statement of where a report prepared under Schedule 22 will be available for inspection under subsection 12 (4). O. Reg. 170/03, s. 11 (6)

In addition, Section 11 (7) gives the direction that a copy of an annual report for the system is given, without charge, to every person who requests a copy and be made available for inspection by any member of the public during normal business hours. The report should be made available at the office of the municipality, or at a location that is accessible to the users of the water system.

Yours truly,

A handwritten signature in black ink, appearing to be 'PA', with several loops and flourishes.

Patrick Albert  
Senior Operations Manager  
Northwestern Ontario Regional Hub  
807-853-0650

Copy to: Shelley B. Casey – CAO-Clerk/Deputy-Treasurer  
Operations Staff – Dubreuilville Well Supply



# 2019 Section 11 Annual Report

## Dubreuilville Drinking Water System

February 2020

Prepared by the



**Ontario Clean Water Agency**  
**Agence Ontarienne Des Eaux**



# Ontario Drinking-Water Systems Regulation O. Reg. 170/03

## Section 11 ANNUAL REPORT

Drinking-Water System Number:	210001442
Drinking-Water System Name:	Dubreuilville Well Supply
Drinking-Water System Owner:	The Corporation of the Township of Dubreuilville
Drinking-Water System Category:	Large Municipal Residential Drinking Water-System
Period being reported:	January 1 – December 31, 2019

<p><b><u>Complete if your Category is Large Municipal Residential or Small Municipal Residential</u></b></p> <p>Does your Drinking-Water System serve more than 10,000 people? Yes [ ] No [ X ]</p> <p>Is your annual report available to the public at no charge on a web site on the Internet? Yes [ x ] No [ ]</p> <p>Location where Summary Report required under O. Reg. 170/03 Schedule 22 will be available for inspection.</p> <div style="border: 1px solid black; padding: 5px;"> <p>Township of Dubreuilville 23, rue des Pins Dubreuilville, ON POS 1B0</p> </div>	<p><b><u>Complete for all other Categories.</u></b></p> <p>Number of Designated Facilities served:  <div style="border: 1px solid black; padding: 2px; display: inline-block;">N/A</div> </p> <p>Did you provide a copy of your annual report to all Designated Facilities you serve? Yes [ ] No [ ]</p> <p>Number of Interested Authorities you report to:  <div style="border: 1px solid black; padding: 2px; display: inline-block;">N/A</div> </p> <p>Did you provide a copy of your annual report to all Interested Authorities you report to for each Designated Facility? Yes [ ] No [ ]</p>
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**Note: For the following tables below, additional rows or columns may be added or an appendix may be attached to the report**

List all Drinking-Water Systems (if any), which receive all of their drinking water from your system:

Drinking Water System Name	Drinking Water System Number
N/A	N/A



## Ontario Drinking-Water Systems Regulation O. Reg. 170/03

Did you provide a copy of your annual report to all Drinking-Water System owners that are connected to you and to whom you provide all of its drinking water?

Yes [ ] No [ ]

Indicate how you notified system users that your annual report is available, and is free of charge.

Public access/notice via the web

Public access/notice via Government Office (Municipal)

Public access/notice via a newspaper

Public access/notice via Public Request

Public access/notice via a Public Library

Public access/notice via other method \_\_\_\_\_

### Describe your Drinking-Water System

The Corporation of the Township of Dubreuilville receives its municipal potable water from a well system that was built in 1985. The system underwent significant upgrades to the treatment and pumphouse in 2005.

The Dubreuilville well supply system is comprised of the following:

- Well #1 is located beneath the addition to the pumphouse that was built in 2005. This well is not available in standby mode, however, when needed, can be manually initiated by an operator.
- Well #2 is also located beneath the pumphouse and is the well that is operated on a regular basis to deliver the municipal potable water to the community.
- There is an installation of an Ultraviolet (UV) disinfection system within the existing pump house which consists of two (2) UV reactors each rated for a designed flow of 31.8 L/sec
- Chlorine is added to the water as it leaves the pumphouse and contact time to achieve the appropriate CT is accomplished in 60m / 300mm main located between the pumphouse and the first service connection
- The distribution system includes an in-ground 1,215m<sup>3</sup> reservoir and services 38 fire hydrants and approximately 320 service connections
- Operation of the well pumps is controlled by the level in the reservoir which has an emergency storage capacity of approximately 2.5 days at normal flow conditions



List all water treatment chemicals used over this reporting period

- Sodium Hypochlorite

Were any significant expenses incurred to?

- Install required equipment
- Repair required equipment
- Replace required equipment

Please provide a brief description and a breakdown of monetary expenses incurred

Install	Repair	Replace	Description	Expense
	X		UV Annual Service - EDA	\$8408.06
			DWQMS External Audit	\$2911.14
	X		Annual Generator Maintenance	\$1459.65

Provide details on the notices submitted in accordance with subsection 18(1) of the Safe Drinking-Water Act or section 16-4 of Schedule 16 of O.Reg.170/03 and reported to Spills Action Centre

Incident Date	Parameter	Result	Unit of Measure	Corrective Action	Corrective Action Date
5-Mar-19	Other Observations - Power outage, generator failed to start at WTP and Chemin du Lac Lift Station. Data lost for 11 min. Distribution CL2 residual was 1.419 gm/L @ 12:49. Data was back online at 13:00	-	-	Operator addressed generator issues and UPS issues	08-Mar-19
28-Mar-19	Other Observations - Loss of communication at the Chemin du lac lift station, including the distribution chlorine	-	-	Technician discovered low strength at the radio, changed connection end from antenna to	5-Apr-19



# Ontario Drinking-Water Systems Regulation O. Reg. 170/03

	analyzer. Distribution chlorine residual at time communication was lost: 1.53 mg/L			outpost	
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Microbiological testing done under the Schedule 10, 11 or 12 of Regulation 170/03, during this reporting period.

	Number of Samples	Range of E.Coli Or Fecal Results (min #)-(max #)	Range of Total Coliform Results (min #)-(max #)	Number of HPC Samples	Range of HPC Results (min #)-(max #)
Raw					
Well #1	47			N/A	N/A
Well #2	47			N/A	N/A
Treated	46	0	0	44	0-53
Distribution	96	0	0	44	0-279

Operational testing done under Schedule 7, 8 or 9 of Regulation 170/03 during the period covered by this Annual Report.

	Number of Grab Samples	Range of Results (min #)-(max #)
Turbidity*		
Raw Well #1	13	0.67-2.3
Raw Well #2	13	0.3-1.58
Treated	8760	NTU
Chlorine*		
Treated	8760	0.00-4.99
Distribution	8760	0.00-4.99
Fluoride (If the DWS provides fluoridation)	N/A	N/A

*NOTE: For continuous monitors use 8760 as the number of samples.*

*\* Turbidity & chlorine Min/Max (lows/highs) are due to planned maintenance and not plant upset.*

**NOTE: Record the unit of measure if it is not milligrams per litre.**

Summary of additional testing and sampling carried out in accordance with the requirement of an approval, order or other legal instrument.

Date of legal instrument issued	Parameter	Date Sampled	Result	Unit of Measure
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# Ontario Drinking-Water Systems Regulation O. Reg. 170/03

N/A	N/A	N/A	N/A	N/A
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## Summary of Inorganic parameters tested during this reporting period or the most recent sample results

Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
Antimony	2019/01/08	< 0.6	µg/L	No
Arsenic	2019/01/08	< 1.0	µg/L	No
Barium	2019/01/08	69.0	µg/L	No
Boron	2019/01/08	< 50.0	µg/L	No
Cadmium	2019/01/08	< 0.1	µg/L	No
Chromium	2019/01/08	< 1.0	µg/L	No
*Lead	Refer to Summary Table Below			
Mercury	2019/01/08	< 0.1	µg/L	No
Selenium	2019/01/08	< 1.0	µg/L	No
Sodium	2019/01/08	16.5	mg/L	No
Uranium	2019/01/08	5.9	µg/L	No
Fluoride	2019/01/08	0.03	mg/L	No
Nitrite	2019/01/08	< 0.01	mg/L	No
	2019/04/02	< 0.01	mg/L	No
	2019/07/03	< 0.01	mg/L	No
	2019/10/02	< 0.01	mg/L	No
Nitrate	2019/01/08	1.69	mg/L	No
	2019/04/02	1.29	mg/L	No
	2019/07/03	1.27	mg/L	No
	2019/10/02	1.24	mg/L	No

\*only for drinking water systems testing under Schedule 15.2; this includes large municipal non-residential systems, small municipal non-residential systems, non-municipal seasonal residential systems, large non-municipal non-residential systems, and small non-municipal non-residential systems

## Summary of lead testing under Schedule 15.1 during this reporting period

(applicable to the following drinking water systems; large municipal residential systems, small municipal residential systems, and non-municipal year-round residential systems)

Location Type	Number of Samples	Range of Lead Results (min#) – (max #)	Number of Exceedances
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# Ontario Drinking-Water Systems Regulation O. Reg. 170/03

Plumbing	N/A	N/A	N/A
Distribution	0	0	0

## Summary of Organic parameters sampled during this reporting period or the most recent sample results

Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
Alachlor	2019/01/08	< 0.1	µg/L	No
Atrazine + N-dealkylated metabolites	2018/01/23	< 0.2	µg/L	No
Azinphos-methyl	2019/01/08	< 0.1	µg/L	No
Benzene	2019/01/08	< 0.5	µg/L	No
Benzo(a)pyrene	2019/01/08	< 0.01	µg/L	No
Bromoxynil	2019/01/08	< 0.2	µg/L	No
Carbaryl	2019/01/08	< 0.2	µg/L	No
Carbofuran	2019/01/08	< 0.2	µg/L	No
Carbon Tetrachloride	2019/01/08	< 0.2	µg/L	No
Chlorpyrifos	2019/01/08	< 0.1	µg/L	No
Diazinon	2019/01/08	< 0.1	µg/L	No
Dicamba	2019/01/08	< 0.2	µg/L	No
1,2-Dichlorobenzene	2019/01/08	< 0.5	µg/L	No
1,4-Dichlorobenzene	2019/01/08	< 0.5	µg/L	No
1,2-Dichloroethane	2019/01/08	< 0.5	µg/L	No
1,1-Dichloroethylene (vinylidene chloride)	2019/01/08	< 0.5	µg/L	No
Dichloromethane (Methylene Chloride)	2019/01/08	< 5.0	µg/L	No
2-4 Dichlorophenol	2019/01/08	< 0.3	µg/L	No
2,4-Dichlorophenoxy acetic acid (2,4-D)	2019/01/08	< 0.2	µg/L	No
Diclofop-methyl	2019/01/08	< 0.2	µg/L	No
Dimethoate	2019/01/08	< 0.1	µg/L	No
Diquat	2019/01/08	< 1.0	µg/L	No
Diuron	2019/01/08	< 1.0	µg/L	No
Glyphosate	2019/01/08	< 5.0	µg/L	No
Haloacetic acids (HAA)* (NOTE: show latest annual average)	2-Oct-2019 2019 Average	4.2 7.525	µg/L	No
Malathion	2019/01/08	< 0.1	µg/L	No
Metolachlor	2019/01/08	< 0.1	µg/L	No
Metribuzin	2019/01/08	< 0.1	µg/L	No
Monochlorobenzene (Chlorobenzene)	2019/01/08	< 0.5	µg/L	No
Paraquat	2019/01/08	< 1.0	µg/L	No
Pentachlorophenol	2019/01/08	< 0.035	µg/L	No



# Ontario Drinking-Water Systems Regulation O. Reg. 170/03

Phorate	2019/01/08	< 0.5	µg/L	No
Picloram	2019/01/08	< 0.1	µg/L	No
Polychlorinated Biphenyls(PCB)	2019/01/08	< 0.2	µg/L	No
Prometryne	2019/01/08	< 0.1	µg/L	No
Simazine	2019/01/08	< 0.1	µg/L	No
THM (NOTE: show latest annual average)	2-Oct-2019 2019 Average	29.3 20.275	µg/L µg/L	No No
Terbufos	2019/01/08	< 0.2	µg/L	No
Tetrachloroethylene	2019/01/08	< 0.5	µg/L	No
2,3,4,6-Tetrachlorophenol	2019/01/08	< 0.5	µg/L	No
Triallate	2019/01/08	< 0.1	µg/L	No
Trichloroethylene	2019/01/08	< 0.5	µg/L	No
2,4,6-Trichlorophenol	2019/01/08	< 0.5	µg/L	No
Trifluralin	2019/01/08	< 0.1	µg/L	No
Vinyl Chloride	2019/01/08	< 0.2	µg/L	No
MCPA	2019/01/08	< 0.2	µg/L	No

\*Parameter exceedance not reportable until 2020

List any Inorganic or Organic parameter(s) that exceeded half the standard prescribed in Schedule 2 of Ontario Drinking Water Quality Standards.

Parameter	Result Value	Unit of Measure	Date of Sample
Sodium: Na	16.5	mg/L	2019/01/08



## Council Board Report



9,1 list A

Vendor : 1372101 to ZOOCAS01  
Fund : 1 GENERAL FUND

Date Range: 28-Feb-2020 to 11-Mar-2020  
Sequence by: Cheque No  
Fund No. Masked: No

Vendor Name	Cheque No.	Cheque Date	Purpose	Amount Allocated to Fund
Pilon,Melanie	5220	28-Feb-2020	Economic Development - Travelling Expenses - I	169.79
Algoma District Services Administration Board	5221	11-Mar-2020	Municipal Levy - March 2020	8,726.33
B. Casey,Shelley	5222	11-Mar-2020	Admin - Travelling Expenses - Meals & Parking -	26.75
Lacroix Enterprises Ltd.	5223	11-Mar-2020	Garbage Truck - Supplies - Threatened Rod	1,927.89
Nantel Beverly,	5224	11-Mar-2020	Mayor - Travelling Expenses - Mileage & Meals -	604.49
Pilon,Melanie	5225	11-Mar-2020	Economic Development - Travelling Expenses - I	265.21
R.C.M.D. Contracting Inc.	5226	11-Mar-2020	Landfill Compactor & Garbage Truck - Supplies F	463.62
Sault Ste Marie C.A.C.C.	5227	11-Mar-2020	Prepays & Fire Department - Fire Dispatch Serv	1,129.20
Telizon Inc.	5228	11-Mar-2020	Monthly Business Lines / Internet / Long Distanc	8.48
ThyssenKrupp Elevator	5229	11-Mar-2020	Complexe & Arena - Quarterly Maintenance - Jar	1,086.30
Troy Life & Fire Safety Ltd.	5230	11-Mar-2020	Arena - Labour - Fix Sprinklers	3,344.80
Villeneuve Construction Co Ltd	5231	11-Mar-2020	A/R - Municipal Water & Sewer Service - Certific	63,292.22
<b>Total:</b>				<b>81,045.08</b>

**Council Board Report**



*Visa 9.2 list B*

Vendor : 1372101 to ZOOCAS01  
 Fund : 1 GENERAL FUND

Date Range: 12-Mar-2020 to 12-Mar-2020  
 Sequence by: Cheque No  
 Fund No. Masked: No

Vendor Name	Cheque No.	Cheque Date	Purpose	Amount Allocated to Fund
Bell Canada	1117	12-Mar-2020	Monthly Service - February 22 to March 21/2020	944.99
Canada Post Corporation	1118	12-Mar-2020	Admin & Water & Sewer - Supplies Postage - St	1,337.07
Donald L. Davidson Fuels Ltd.	1119	12-Mar-2020	Sewer Collection - Supplies Fuel - Feb24/2020	130.98
Petro Canada	1120	12-Mar-2020	Recreation Truck - Supplies Gas - Feb28/2020	97.01
ViaNet	1121	12-Mar-2020	Monthly Fees - March 2020	116.27
Walkerton Clean Water Centre	1122	12-Mar-2020	Water Treatment - Travelling Expenses - Mainte	1,194.98
<b>Total:</b>				<b>3,821.30</b>



10.1

## **By-Law No. 2020-12**

### ***Being a By-law to confirm the proceedings of the Council of the Corporation of the Township of Dubreuilville at its regular meeting held on March 11, 2020.***

WHEREAS Section 9 of the Municipal Act, 2001, S.O. 2001, Chapter 25, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

WHEREAS Section 5(1) of the Municipal Act, 2001, S.O. 2001, Chapter 25, provides that the powers of a municipal corporation are to be exercised by its Council; and

WHEREAS Section 5(3) of the said Municipal Act provides that the powers of every Council are to be exercised by by-law; and

WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Township of Dubreuilville at the March 11, 2020 meeting be confirmed and adopted through a confirmatory by-law;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the Township of Dubreuilville enacts the following as a By-Law:

1. The actions of the Council of the Corporation of the Township of Dubreuilville in respect of each recommendation and in respect of each motion and resolution passed, and other action taken by Council at the March 11, 2020 meeting is hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this By-Law.
2. That where no individual by-law has been or is passed with respect to the taking of any action authorized in or by the above-mentioned minutes or with respect to the exercise of any powers by the Council in the above-mentioned minutes, then this by-law shall be deemed for all purposes to be the by-law required for approving and authorizing and taking of any action authorized therein or thereby, or required for the exercise of any powers therein by the Council.
3. That the Mayor and the CAO-Clerk of the Corporation of the Township of Dubreuilville are hereby authorized and directed to do all things necessary to give effect to the said action of the Council or to obtain approvals where required and, except where otherwise provided, the Mayor and the CAO-Clerk are hereby directed to execute all documents necessary on behalf of the Corporation of the Township of Dubreuilville and to affix the Corporate Seal thereto.

4. That this By-law shall come into force and take effect upon the passing thereof.

READ a first, second and third time and be finally passed this 11<sup>th</sup> day of March, 2020.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CAO-CLERK



10, 2

**By-Law No. 2020-13**

***Being a By-law to enter into an Ontario Transfer Payment Agreement with the Minister of Municipal Affairs and Housing to complete a Municipal Service Delivery Review***

WHEREAS Section 10 (1) of the *Municipal Act, 2001, S.O. 2001, c. 25*, provides that a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public; and

WHEREAS Section 10 (2) of the *Municipal Act, 2001, S.O. 2001, c. 25*, provides that a single-tier municipality may pass by-laws respecting the economic, social and environmental well-being of the municipality; and

WHEREAS the Council of the Corporation of the Township of Dubreuilville deems it necessary to enter into an Ontario Transfer Payment Agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Municipal Affairs and Housing to complete a Municipal Service Delivery Review thereof;

NOW BE IT THEREFORE RESOLVED THAT the Council of the Corporation of the Township of Dubreuilville enacts as follows:

1. That the Corporation of the Township of Dubreuilville does hereby authorize the execution of an Ontario Transfer Payment Agreement between Her Majesty the Queen in right of Ontario as represented by the Minister of Municipal Affairs and Housing, in accordance with the terms and conditions, a copy of which is attached hereto and marked as Schedule "1" to this By-Law and forming an integral part of this By-law.
2. That the Mayor and the CAO-Clerk be and they are hereby authorized to execute the Ontario Transfer Payment Agreement on behalf of the Corporation and to affix the corporate seal thereto.

By-Law 2020-13 be considered read a first, second and third time and finally passed this 11<sup>th</sup> day of March 2020.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CAO-CLERK

## ONTARIO TRANSFER PAYMENT AGREEMENT

The Agreement is effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

### B E T W E E N

**Her Majesty the Queen in right of Ontario  
as represented by the Minister of Municipal Affairs and Housing  
(the "Province")**

- and -

**The Corporation of the Township of Dubreuilville  
(the "Recipient")**

### CONSIDERATION

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

#### 1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

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

any amending agreement entered into as provided for in section 4.1

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

## **2.0 CONFLICT OR INCONSISTENCY**

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

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

## **3.0 COUNTERPARTS**

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

## **4.0 AMENDING THE AGREEMENT**

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

## **5.0 ACKNOWLEDGEMENT**

5.1 The Recipient acknowledges that:

- (a) by receiving Funds, it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including *the Broader Public Sector Accountability Act, 2010 (Ontario)*, *the Public Sector Salary Disclosure Act, 1996 (Ontario)*, and *the Auditor General Act (Ontario)*;
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010 (Ontario)*;
- (c) the Funds are:
  - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996 (Ontario)*;
- (d) the Province is not responsible for carrying out the Project; and

- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

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

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO  
as represented by the Minister of Municipal Affairs  
and Housing**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: The Honourable Steve Clark  
Title: Minister of Municipal Affairs and Housing

**The Corporation of the Township of Dubreuilville**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Beverly Nantel  
Title: Mayor

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

*Shelley B. Casey*  
\_\_\_\_\_  
Name: Shelley B. Casey  
Title: CAO - Clerk

I have authority to bind the Recipient.



**SCHEDULE "A"**  
**GENERAL TERMS AND CONDITIONS**

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**A1.0 INTERPRETATION AND DEFINITIONS**

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

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

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

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

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

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

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

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

**"Event of Default"** has the meaning ascribed to it in section A13.1.

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

**"Funding Year"** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

(b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

**"Funds"** means the money the Province provides to the Recipient pursuant to the Agreement.

**"Indemnified Parties"** means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

**"Maximum Funds"** means the maximum Funds set out in Schedule "B".

**"Notice"** means any communication given or required to be given pursuant to the Agreement.

**"Notice Period"** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

**"Parties"** means the Province and the Recipient.

**"Party"** means either the Province or the Recipient.

**"Project"** means the undertaking described in Schedule "C".

**"Reports"** means the reports described in Schedule "F".

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

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

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

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

- (a) the full power and authority to enter into the Agreement; and

- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

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

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

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

### **A3.0 TERM OF THE AGREEMENT**

**A3.1 Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

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

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

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

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient's council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (e) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
  - (ii) terminate the Agreement pursuant to section A12.1.

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

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

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

**A4.5 Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds;

or

(b) demand from the Recipient the payment of an amount equal to the interest.

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

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

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

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

**A6.0 CONFLICT OF INTEREST**

A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

(a) the Recipient; or

(b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.3 **Disclosure to Province.** The Recipient will:

(a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and

(b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

**A7.0 REPORTS, ACCOUNTING, AND REVIEW**

A7.1 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

**A7.2 Record Maintenance.** The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

**A7.3 Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

**A7.4 Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

**A7.5 No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any **rights** provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## **A9.0 INDEMNITY**

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

## **A10.0 INSURANCE**

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

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

(d) a 30-day written notice of cancellation.

**A10.2 Proof of Insurance.** The Recipient will:

(a) provide to the Province, either:

(i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or

(ii) other proof that confirms the insurance coverage as provided for in section A10.1; and

(b) upon the request of the Province, provide to the Province a copy of any insurance policy.

#### **A11.0 TERMINATION ON NOTICE**

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

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

(a) cancel further instalments of Funds;

(b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and

(c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:

(i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and

(ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

#### **A12.0 TERMINATION WHERE NO APPROPRIATION**

**A12.1 Termination Where No Appropriation.** If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

**A12.2 Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A12.1, the Province may take



one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

A12.3 **No Additional Funds.** If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

**A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

A13.1 **Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

A13.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

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

**A13.3 Opportunity to Remedy.** If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

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

**A13.4 Recipient not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province, the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A13.5 When Termination Effective.** Termination under Article will take effect as provided for in the Notice.

#### **A14.0 FUNDS AT THE END OF A FUNDING YEAR**

A14.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

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

#### **A15.0 FUNDS UPON EXPIRY**

A15.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

#### **A16.0 DEBT DUE AND PAYMENT**

A16.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

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

A16.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing

under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

#### **A17.0 NOTICE**

A17.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.

A17.2 **Notice Given.** Notice will be deemed to have been given:

(a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or

(b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

A17.3 **Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:

(a) Notice by postage-prepaid mail will not be deemed to be given; and

(b) the Party giving Notice will give Notice by email, personal delivery, or fax.

#### **A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

#### **A19.0 SEVERABILITY OF PROVISIONS**

A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

#### **A20.0 WAIVER**

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

(a) be valid only if the Party granting the waiver provides it in writing; and

(b) apply only to the specific obligation referred to in the waiver.

#### **A21.0 INDEPENDENT PARTIES**

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

#### **A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

#### **A23.0 GOVERNING LAW**

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

#### **A24.0 FURTHER ASSURANCES**

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

#### **A25.0 JOINT AND SEVERAL LIABILITY**

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

#### **A26.0 RIGHTS AND REMEDIES CUMULATIVE**

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

#### **A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

**A27.1 Other Agreements.** If the Recipient:

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

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

**A28.0 SURVIVAL**

**A28.1 Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(e), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

**- END OF GENERAL TERMS AND CONDITIONS -**

**SCHEDULE "B"**  
**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

<b>Maximum Funds</b>	\$53,933.00
<b>Expiry Date</b>	December 31, 2020
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule "A"</b>	\$5,000.00
<b>Insurance</b>	\$2,000,000.00
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Name:</b> Helen Collins</p> <p><b>Position:</b> Manager, Municipal Programs and Outreach Unit</p> <p><b>Address:</b> 777 Bay Street, Toronto, Ontario M7A 2J3, 16<sup>th</sup> Floor</p> <p><b>Fax:</b> 416-585-7292</p> <p><b>Email:</b> helen.collins@ontario.ca</p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Name:</b></p> <p><b>Position:</b></p> <p><b>Address:</b></p> <p><b>Fax:</b></p> <p><b>Email:</b></p>
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	<p><b>Name:</b></p> <p><b>Position:</b></p> <p><b>Address:</b></p> <p><b>Fax:</b></p> <p><b>Email:</b></p>

**Additional Provisions:**

**B1 Section 4.3 of Schedule "A" is amended by adding the following subsection:**

(e) use the Funds only for the purpose of reimbursement for the actual amount

paid to the independent third-party reviewer in accordance with the Project;  
and,

- (f) Not use the Funds for the purpose of paying the salaries of the Recipient's employees.



**SCHEDULE "C"  
PROJECT SUMMARY**

**Objectives**

The objective of the Project is to review the Recipient's municipal services, its organization structure and compensation.

**Description**

The Recipient will retain an independent third-party reviewer to conduct a service delivery and modernization review of the Recipient's municipal services, organization structure and compensation system.

The independent third-party reviewer will:

1. Perform a line-by-line item review resulting in an analysis of inventory of services and associated cost of services;
2. Analyze user fees and revenues associated with municipal services;
3. Review service level needs;
4. Identify options for alternative service provision to improve efficiency, effectiveness and quality of services provided;
5. Recommend changes to the current organizational chart;
6. Recommend changes to the municipal compensation system, including the current pay equity plan and other employment agreements;
7. Make recommendations to job descriptions in accordance with the recommended organizational chart;
8. Make recommendations for a personnel policy manual which shall include a process for annual performance appraisals, employee training plans and a process for reviewing all compensation as it relates to new or changing positions, including those related to the *Pay Equity Act*;

Independent Third-Party Reviewer's Report

The Recipient will retain the independent third-party reviewer to compile the findings and recommendations in the Independent Third-Party Reviewer's Report.

The Recipient will submit a draft of the Independent Third-Party Reviewer's Report to the Province by August 31, 2020. The draft will summarize the reviewer's preliminary findings and recommendations for cost savings and improved efficiencies.

The Recipient will submit the Independent Third-Party Reviewer's Report to the Province and publish the report on their publicly accessible website by September 18, 2020.

The report will summarize the reviewer's findings and identify specific, actionable recommendations based on the analysis and findings that aim to identify cost savings and improved efficiencies.

**SCHEDULE "D"**  
**BUDGET**

ITEM	AMOUNT
Reimbursement for payments to independent third-party reviewer	Up to \$53,933.00

**SCHEDULE "E"  
PAYMENT PLAN**

<b>Milestone</b>	<b>Scheduled Payment</b>
<ul style="list-style-type: none"> <li>• Execution of the Agreement</li> </ul>	<p>Initial payment of \$40,449.60 made to Recipient no more than thirty (30) days after the execution of the Agreement</p>
<ul style="list-style-type: none"> <li>• Submission of Interim Progress Report to the Province</li> <li>• Submission of draft Independent Third-Party Reviewer's Report to the Province</li> <li>• Submission of Independent Third-Party Reviewer's Report to the Province</li> <li>• Publishing of Independent Third-Party Reviewer's Report on the Recipient's publicly accessible website</li> <li>• Submission of Final Report to the Province</li> </ul>	<p>Final payment of up to \$13,483.20 made to Recipient no more than thirty (30) days after the Province's approval of the Final Report</p>

**SCHEDULE "F"  
REPORTS**

Name of Report	Reporting Due Date
1. Interim Progress Report	June 15 <sup>th</sup> , 2020
2. Final Report	September 18 <sup>th</sup> , 2020

**Report Details**

**1. Interim Progress Report**

The Recipient will submit an Interim Progress Report to the Province by June 15<sup>th</sup>, 2020 using the reporting template provided by the Province. The Interim Progress Report will include:

- An update to the estimated cost of the Project, and
- A statement indicating whether the Recipient has retained the independent third-party reviewer.

**2. Final Report**

The Recipient will submit a Final Report to the Province by September 18<sup>th</sup>, 2020 using the reporting template provided by the Province. The Final Report will include:

- A hyperlink to the Independent Third-Party Reviewer's Report on the Recipient's publicly accessible website,
- A 250-word abstract of the Project and its findings,
- The actual amount paid by the Recipient to the independent third-party reviewer in accordance with the Project with supporting documentation, such as invoices or receipts, showing actual costs incurred, and
- A statement indicating the percentage of the total amount of service delivery expenditures reviewed that are identified as potential cost savings in the Independent Third-Party Reviewer's Report, which will be the performance measure for the Project.