

ORDRE DU JOUR

Agenda

Séance régulière du conseil qui aura lieu
à 18 h 30, le mercredi 23 septembre 2020
*Regular Council meeting scheduled for
Wednesday, September 23, 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 Hélène Perth				
Councillor Luc Lévesque				
Councillor ???				
CAO-Clerk				
Treasurer/Tax Collector				
Infrastructure Superintendant				
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 2 septembre 2020 de la réunion régulière du conseil municipal / *Regular Municipal Council meeting minutes dated September 2, 2020; (Resolution)*

6. **DÉLÉGATIONS**
DELEGATIONS

7. **CORRESPONDANCE**
CORRESPONDENCE

- 7.1 Procès-verbal daté du 2 juin 2020 de la Corporation du développement économique et communautaire de Dubreuilville (CDEC) / *CDEC meeting minutes dated June 2, 2020*; et / and **(Information)**
- 7.2 Session portes ouvertes sur la phase III d'expansion d'Island Gold / *Island Gold Phase 3 expansion open house* ; et / and **(Information)**
- 7.3 Lettre datée du 16 septembre 2020 du Canton de Wollaston au sujet d'une demande de support concernant la Loi sur les élections municipales / *Letter dated September 16, 2020 from the Wollaston Township with regards to a request for support concerning the Municipal Elections Act*; et / and **(Support)**
- 7.4 Lettre datée du 26 juin 2020 de la Corporation de la Ville d'Oshawa au sujet d'une demande de support concernant du financement COVID-19 / *Letter dated June 26, 2020 from the Corporation of the City of Oshawa with regards to a request for support concerning COVID-19 Funding*; et / and **(Support)**
- 7.5 Lettre datée du 18 septembre 2020 de Sensei Clarence Boutin au sujet d'une demande de location de salle pour le Club de Karate Wado-Kai de Dubreuilville / *Letter dated September 18, 2020 from Sensi Clarence Boutin with regards to a request for hall rental for the Dubreuilville Wado-Kai Karate Club*; et / and **(Resolution)**

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

- 8.1 Rapport pour le conseil daté du 7 septembre 2020 du Chef pompier au sujet de la démission d'un pompier / *Council report dated September 7, 2020 from the Fire Chief with regards to the resignation of a firefighter*; et / and **(Resolution)**
- 8.2 Rapport pour le conseil daté du 9 septembre 2020 du Chef pompier au sujet de la nomination d'un nouveau pompier volontaire / *Council report dated September 9, 2020 from the Fire Chief with regards to the appointment of a new volunteer firefighter*; et / and **(Resolution)**
- 8.3 Soumission de déneigement 2020-2021 et 2021-2022 / *Snow removal submission 2020-2021 & 2021-2022*; et / and **(Resolution)**

- 8.4 Rapport pour le conseil daté du 23 septembre de l'Agente de développement économique au sujet d'une demande pour devenir membre du portail «Déménagement vers le nord-ouest de l'Ontario» / *Council report dated September 23, 2020 from the Economic Development Officer with regards to a request to become a « Move to Northwest Ontario » portal member, et / and (Resolution)*
- 8.5 Demande de devis pour le dragage de sortie d'égout pluvial / *Request for quotation for storm sewer outlet dredging; et / and (Resolution)*
- 8.6 Discussion et mise à jour au sujet de COVID-19 / *Discussion and update with regards to COVID-19; (Information / Resolution)*

9. APPROBATION DES RÉGISTRES DE CHÈQUES
APOVAL OF CHECK REGISTER

- 9.1 Rapport pour le Conseil (registre des chèques pour 2020) daté du 18 septembre 2020 (liste A) / *Council Board Report (cheque register for 2020) dated September 18, 2020 (list A); et / and (Resolution)*
- 9.2 Rapport pour le Conseil (registre des chèques pour 2020) daté du 18 septembre 2020 (liste B - Visa) / *Council Board Report (cheque register for 2020) dated September 18, 2020 (list B - Visa); (Resolution)*

10. RÉGLEMENTS
BY-LAWS

- 10.1 Arrêté-municipal no. 2020-45, étant un règlement visant à confirmer les travaux du Conseil de la Corporation du Canton de Dubreuilville à sa séance régulière tenue le 23 septembre 2020 / *By-Law No. 2020-45, 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 September 23, 2020; et / and (Resolution)*
- 10.2 Arrêté-municipal no. 2020-46, étant un règlement pour autoriser les services de célébration de mariages civils dans le Canton de Dubreuilville / *By-Law No. 2020-46, being a By-law to authorize Civil Marriage Solemnization Services in the Township of Dubreuilville; et / and (Resolution)*
- 10.3 Arrêté-municipal no. 2020-47, étant un règlement pour autoriser la signature d'un accord de confidentialité avec le Centre d'innovation de Sault Ste Marie / Acorn Information Solutions pour le registre des personnes vulnérables / *By-Law No. 2020-47, being a By-law to authorize the execution of a confidentiality agreement with Sault Ste. Marie*

10.4 Arrêté-municipal no. 2020-42, étant un règlement pour autoriser la création d'une politique de conduite prévue pour la Corporation du Canton de Dubreuilville / *By-Law No. 2020-42, being a By-law to authorize the creation of an Expected Conduct Policy for the Corporation of the Township of Dubreuilville; et / and (Resolution)*

10.5 Arrêté-municipal no. 2020-43, étant un règlement pour diriger la communication à un comité du conseil / *By-Law No. 2020-43, being a By-law to Direct Communication to a Committee of Council; (Resolution)*

11. AJOUT
ADDENDUM

12. ASSEMBLÉE A HUIS CLOS
CLOSED SESSION

13. AJOURNEMENT
ADJOURNMENT

THE CORPORATION OF THE TOWNSHIP OF DUBREUILVILLE

-MINUTES-

Regular Council Meeting held on
September 2, 2020 at 6:30 p.m.
Council Chambers

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

ABSENT:

STAFF: CAO-Clerk, Shelley B. Casey

Mayor, Beverly Nantel called the meeting to order at 6:30 p.m.

20-219 Moved by: Councillor Croft
Seconded by: Councillor Perth

Whereas that the agenda for the regular municipal council meeting dated September 2, 2020 be adopted as submitted.

Carried

20-220 Moved by: Councillor Croft
Seconded by: Councillor Perth

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

- Special Municipal Council meeting minutes dated July 30, 2020; and
- Regular Municipal Council meeting minutes dated August 5, 2020.

Carried

20-221 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 July 16, 2020; and

7.2 Northeast Superior Mayors Group meeting minutes dated April 6, 2020, June 1, 2020 and July 27, 2020; and

7.3 Letter dated July 24, 2020 from the Ministry of the Solicitor General, Public Safety Division with regards to the Proclamation of the Reopening Ontario (A Flexible Response to COVID-19) Act, 2020; and

7.4 Correspondence with regards to the review of the draft management plan, Nagagami Forest 2021-2031 Forest Management Plan; and

7.5 Letter dated August 14, 2020 from the AFMO with regards to a request for a meeting on behalf of businesses in Dubreuilville.

Carried

20-222 Moved by: Councillor Perth
Seconded by: Councillor Croft

Whereas be it resolved that the Council of the Corporation of the Township of Dubreuilville does hereby receive and approve the attached draft version of the Asset Management Plan for the Township of Dubreuilville as completed by Public Sector Digest (PSD) Research Consulting Software and presented by Matthew Smith, asset Management Consultant, PSD;

Be it further resolved that Council acknowledges that the attached updated Asset Management Plan, is a living document, that will serve as the foundation for future long-term planning and financial strategies, and that the recommendations provided therein are truly only recommendations and may or may not be realistic or feasible for the Township of Dubreuilville specific circumstances or needs at the time of contemplation. However, it will be considered and altered when appropriate based on the specific and unique needs of our community on an ongoing basis and in alignment with our Strategic Plan, soon to be completed Service Delivery Review and day to day/year to year operational needs.

Carried

20-223 Moved by: Councillor Lévesque
Seconded by: Councillor Croft

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to receive and approve the attached letter dated August 14, 2020 from the Association française des municipalités de l'Ontario (AFMO) with regards to a request for support concerning a meeting requested on behalf of Dubreuilville businesses concerning the Francophone mobility Federal Program.

Carried

20-224 Moved by: Councillor Croft
Seconded by: Councillor Perth

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to receive and approve the attached letter dated August 12, 2020 from the Ministry of Municipal Affairs and Housing, Office of the minister with regards to the Federal-Provincial Safe Restart Agreement and COVID-19 response funding investment.

Carried

20-225 Moved by: Councillor Lévesque
Seconded by: Councillor Croft

Whereas that the Old Garbage Truck (2001 F550 / 7.3L Powerstroke Diesel) is for sale as is by public tender/bid process; and

Whereas there was no deadline established to submit tenders, being a first come first serve process.

Whereas the following tenders/bids were received:

1. Mario Bergeron Amount: \$1,000 Deposit: \$200

Therefore, be it resolved that the Council of the Corporation of the Township of Dubreuilville wishes to proceed as follows with the sale to:

1. Mario Bergeron Amount: \$1000 **Accepted**

Carried

20-226 Moved by: Councillor Croft
Seconded by: Councillor Perth

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to receive and regretfully accept the attached email dated August 14, 2020 from Sony Coulombe with regards to his resignation from his Resource Centre Clerk;

Furthermore, that the attached job opportunity posting be advertised accordingly to find a suitable individual to fill this permanent part-time position.

Carried

20-227 Moved by: Councillor Perth
Seconded by: Councillor Lévesque

Whereas that the attached planning report dated August 12, 2020 from the CAO-Clerk and the Planner at Fotenn Consultants Inc. with regards to the request for an extension of temporary land use at 714 rue de l'Église be received; and

Whereas that the Council has been made aware of all comments received, if any, either written format or verbally, by various individuals, organizations, businesses, etc. and has taken into account these comments in making their final decision on this matter;

Therefore, be it resolved that the Council of the Corporation of the Township of Dubreuilville hereby wishes to approve the extension request of By-Law 2019-30 for the temporary installation of mobile bunkhouses (dormitories) on the property for a further year, until September 30, 2021, per the recommendation of Fotenn Consultants Inc., as presented.

Carried

20-228 Moved by: Councillor Perth
Seconded by: Councillor Croft

Whereas Councillor Léandre Moore submitted a letter of resignation from Municipal Council effective August 7, 2020; and

Whereas the Municipal Act, S.O. 2001, Chapter 25, Section 260, provides that a member of council of a municipality may resign from office by notice in writing filed with the clerk of the municipality, and a resignation is not effective if it would reduce the number of members of council to less than a quorum and, if the member resigning from office is a member of the councils of both a local municipality and its upper-tier municipality, the resignation is not effective if it would reduce the number of members of either council to less than a quorum; and

Whereas the Section 262 of Municipal Act states that if the office of a member of council becomes vacant under section 259, the council shall at its next meeting declare the office to be vacant, except if a vacancy occurs as a result of the death of a member, the declaration may be made at either its next two meetings; and

Whereas the Members of Council feels it appropriate to accept the Letter of Resignation from Councillor Léandre Moore with regret and declare the office of council as vacant;

Now therefore be it resolved that the Council of the Corporation of the Township of Dubreuilville does hereby declare the office of council as vacant effective September 2, 2020.

Carried

20-229 Moved by: Councillor Perth
Seconded by: Councillor Croft

Whereas that the Corporation of the Township of Dubreuilville accepted the resignation of a Council Member through Resolution No. 20-228 dated September 2, 2020 and subsequently declared the seat to be vacant consistent with the Municipal Act, 2001. Section 262; and

Whereas Section 263 (5) of the Municipal Act, 2001 requires that Council must fill the vacancy through appointment or declare a by-election within 60 days of the declared vacancy;

Now therefore be it resolved that the Council of the Corporation of the Township of Dubreuilville does hereby choose to fill the current Council vacancy consistent with the Municipal Act 2001, Section 263 (1)(a); and

Furthermore, that such appointment be subject to the following and per the attached Council Report dated August 28, 2020:

a) That the subject person of any appointment must be eligible to hold the Office of a Council Member according to the conditions imposed in the Municipal Elections Act, 1996 and the Municipal Act, 2001 with respect to a Candidate in any Municipal Election or member of Municipal Council;

b) That the appointment be offered through an advertisement in the local media and a successful candidate selected through a procedure developed by the Municipal Clerk and adopted by Council;

c) Furthermore, that any procedure to select a candidate through an advertisement in the local media must be consistent with the principles contained in both the Municipal Elections Act, 1996 and the Municipal Act, 2001 and must be both accountable and transparent.

Carried

20-230 Moved by: Councillor Croft
Seconded by: Councillor Lévesque

Whereas that the attached Council Board Report (cheque register for 2020, list A) dated August 28, 2020 in the amount of \$377,309.73, be approved for payment.

Carried

20-231 Moved by: Councillor Lévesque
Seconded by: Councillor Perth

Whereas that the attached Council Board Report (cheque register for 2020, list B - Visa) dated August 24, 2020 in the amount of \$22,389.89, be approved for payment.

Carried

20-232 Moved by: Councillor Perth
Seconded by: Councillor Croft

Whereas that By-Law No. 2020-38, 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 September 2, 2020, be adopted as presented.

Carried

20-233 Moved by: Councillor Perth
Seconded by: Councillor Lévesque

Whereas that By-Law No. 2020-39, being a By-law to amend Zoning By-Law 2015-44, as amended pursuant to the provisions of Section 39 of the Planning Act, R.S.O. 1990, as amended, with respect to certain lands identified as Parcel 12115 AWS, being Part of Lot 12, Plan M-399, designated as Parts 1, 3 and 4, Plan 1R8786, Township of Dunphy, District of Algoma, be adopted as presented.

Carried

20-234 Moved by: Councillor Croft
Seconded by: Councillor Perth

Whereas that By-Law No. 2020-40, being a By-law to amend By-Law 2015-33, to authorize the execution of a Ground Lease for temporary use of part of municipal property known as the Magpie Point between Alamos Gold Inv. And the Corporation of the Township of Dubreuilville, be adopted as presented.

Carried

20-235 Moved by: Councillor Perth
Seconded by: Councillor Lévesque

Whereas that By-Law No. 2020-41, being a By-law to amend By-Law 2017-49, being a By-law to authorize the execution of an ATM lease agreement with the Royal Bank of Canada, be adopted as presented.

Carried

20-236 Moved by: Councillor Lévesque
Seconded by: Councillor Croft

Whereas that By-Law No. 2020-42, being a By-law authorize the creation of an Expected Conduct Policy for the Corporation of the Township of Dubreuilville, be read a first and second time.

Carried

20-237 Moved by: Councillor Perth
Seconded by: Councillor Croft

Whereas that By-Law No. 2020-43, being a By-law to Direct Communication to a Committee of Council, be read a first and second time.

Carried

20-238 Moved by: Councillor Perth
Seconded by: Councillor Lévesque

Whereas that By-Law No. 2020-44, being a By-law authorize the execution of an Agreement for the Tenancy of a municipal lot between Chris Rancourt and Danielle DelGuidice / FRIES N MORE and the Corporation of the Township of Dubreuilville, be adopted as presented with recommended changes as discussed.

Carried

20-239 Moved by: Councillor Perth
Seconded by: Councillor Lévesque

Whereas that this regular municipal council meeting dated September 2, 2020 hereby adjourn at 8:06 p.m.

Carried

Mayor

CAO/Clerk

7.1

**CORPORATION DU DÉVELOPPEMENT ÉCONOMIQUE
ET COMMUNAUTAIRE DE DUBREUILVILLE**

PROCÈS-VERBAL / MINUTES

Rencontre du 2 juin 2020 / June 2, 2020 Meeting
Téléconférence / Teleconference

PRÉSENTS: Roger Lemoyne, Président
Steve Lévesque, Vice-Président
Shelley B. Casey, Secrétaire-trésorier
Beverly Nantel
John Van De Langerijt
Patrice Dubreuil
Austin Hemphill
Mélanie Pilon, Agente de Développement Économique / EDO

ABSENT: Alain Lacroix – With Notice
Laurianne Lavoie – Without Notice

Roger Lemoyne ouvre la séance à 18 h 54

Roger Lemoyne *called the meeting to order at 6:54 p.m.*

20-034 Proposé par / *Moved by:* Beverly Nantel
Appuyé par / *Seconded by:* Patrice Dubreuil

Adoption de l'ordre du jour comme présenté.

Approval of the agenda as presented.

Carried

20-035 Proposé par / *Moved by:* Shelley B. Casey
Appuyé par / *Seconded by:* Austin Hemphill

Adoption du procès-verbal de:

Approval of the minutes of:

4.1 Procès-verbal de la rencontre régulière du 5 mai 2020 / May 5th, 2020
Regular Meeting Minutes

Carried

20-036

Proposé par / *Moved by*: John Van De Langerijt
Appuyé par / *Seconded by*: Steve Lévesque

Qu'il soit donc résolu que les rapports financiers pour les dates suivantes soient adoptés:

Be it therefore resolved that financial statements for the following dates be adopted:

6.1 **État de compte 6 avril – 6 mai 2020 / April 6 – May 6, 2020 Bank Statement**

Carried

20-037

Proposé par / *Moved by*: Patrice Dubreuil
Appuyé par / *Seconded by*: John Van De Langerijt

Qu'il soit entendu que cette séance régulière du 5 mai 2020 soit levée à 19h 20.

Whereas that this regular meeting dated June 2, 2020 adjourn at 7:20 p.m.

Carried

Président

Agente de Développement Économique

SESSION PORTES OUVERTES SUR LA PHASE III D'EXPANSION D'ISLAND GOLD



ALAMOS GOLD INC.
ISLAND GOLD

Vous êtes invités!

Ici, à Island Gold, nous espérons que vous restez en sécurité pendant cette période sans précédent.

Compte tenu des restrictions actuelles liées au COVID-19, nous sommes heureux de vous inviter à une session portes ouvertes en ligne pour vous partager les résultats de notre étude sur la Phase III d'Expansion d'Island Gold. Les membres de l'équipe du projet feront une présentation générale, suivie d'une période de questions et réponses. Les invités pourront appeler en utilisant leur téléphone ou participer en ligne avec l'application Microsoft Teams.

Nous sommes ravis de partager avec vous les informations sur la Phase III d'Expansion d'Island Gold, de répondre à vos questions et de recueillir vos commentaires.

Dates

21 septembre 2020, 19h Anglais
22 septembre 2020, 19h Français

Pour vous joindre à nous, s'il vous plaît

Appelez ce #: +1 647-749-1640

Conférence ID: 187 267 758#

Entrez ce lien: <http://alamosgold.info/IslandGold-Ph3>

7.2

ISLAND GOLD EXPANSION OPEN HOUSE



ALAMOS GOLD INC.
ISLAND GOLD

You're Invited!

We here at Island Gold hope you have remained safe during this unprecedented time.

With the current restrictions related to COVID-19, we are pleased to invite you to an online Open House to share the results of our Phase 3 Expansion Study. Members of the project team will provide an overview presentation, followed by a Question and Answer period. Guests will be able to call in using their phones, or participate online, using Microsoft Teams.

We are excited to share information with you about Island Gold's Phase 3 Expansion, answer questions and get your feedback.

Dates

Sept 21, 2020, 7 pm English

Sept 22, 2020, 7 pm French

To Join, please

Call this #: +1 647-749-1640

Conference ID: 187 267 758#

Enter this link: <http://alamosgold.info/IslandGold-Ph3>

90 Wollaston Lake Road
COE HILL, ON K0L 1P0
clerk@wollaston.ca
www.wollaston.ca



7.3
MAYOR: BARBARA SHAW
CLERK: BERNICE CROCKER
613-337-5731 (Phone)
613-337-5789 (Facsimile)

September 16, 2020

**MINISTRY OF MUNICIPAL
AFFAIRS AND HOUSING**
17th Floor, 777 Bay street
TORONTO, ON
M7A 2J3

ATTN: THE HON. STEVE CLARK

Dear Minister Clark:

At a special meeting of council held on August 24, 2020, members discussed concerns regarding the 2018 municipal election.

In the last six weeks of the 2018 municipal election in Wollaston Township, seasonal property owners presented signed leases with family members for sleeping cabins, bunkies and sheds. The \$100.00 leases added a significant number of new non-resident electors to the voters' list.

Although concerns were raised regarding the Township's Comprehensive Zoning By-law and non-use of the standard lease form, the leases were used as eligibility, allowing the children of seasonal property owners access to a Township election for the first time.

Because this gave the appearance of a pay to play campaign, and because the leases were with family members, and because no people actually lived in these structures that lacked hydro, running water and washroom facilities, this was reported to the OPP, who have a duty to enforce the rules and regulations of the *Municipal Elections Act*.

The OPP did not proceed with charges because they said there was no case law.

The following Motion was adopted:

MOTION NO.: 03
MOVED BY: TIM CONLIN
SECONDED BY: DARLENE COLTON

MINISTRY OF MUNICIPAL AFFAIRS AND HOUSING

THE HON. STEVE CLARK

September 16, 2020

Page 2

BE IT RESOLVED, that the Council of Wollaston Township ask Minister of Municipal Affairs and Housing, the Hon, Steve Clark, to review the *Municipal Elections Act* and provide amendments to ensure that loopholes are closed on any pay to play schemes in rural communities where non-resident electors are permitted to participate in elections so that \$100.00 leases do not turn into ballots for garden sheds.

AND BE IT FURTHER RESOLVED, that the County of Wollaston Township ask the Minister of Municipal Affairs and Housing, the Hon. Steve Clark, to review the Municipal Elections Act and provide amendments to provide clearer, stronger wording, to assist municipal Clerks in addressing issues to allow for a more definitive decision to be made when adding names to the voters' list.

AND BE IT FURTHER RESOLVED, that Council of Wollaston Township ask the Minister of Municipal Affairs and Housing, the Hon. Steve Clark, to ensure that there is a clear and accessible way to report election fraud.

AND BE IT FURTHER RESOLVED, that Council of Wollaston Township ask the Minister of Municipal Affairs and Housing, the Hon. Steve Clark, to ensure that the rules described in the Municipal Elections Act are actually enforceable even if there is not current case law.

AND BE IT FURTHER RESOLVED, that support for this resolution be sent to Premier Doug Ford, Daryl Kramp, M.P.P. for Hastings-Lennox and Addington, all Ontario Municipalities and the Association of Municipalities of Ontario.

CARRIED

Should you have any questions or concerns regarding the above, do not hesitate to contact me.

Sincerely,



BERNICE CROCKER
Clerk/Administrator

cc. Premier Doug Ford, Daryl Kramp, M.P.P. for Hastings-Lennox and Addington, AMO and all Ontario Municipalities.

File: A-2100

June 26, 2020

DELIVERED BY EMAIL

The Right Honourable Justin Trudeau,
Prime Minister of Canada
Email: justin.trudeau@parl.gc.ca

The Honourable Doug Ford,
Premier of Ontario
Email: premier@ontario.ca

Re: COVID-19 Funding

Oshawa City Council considered the above matter at its meeting of June 22, 2020 and adopted the following recommendation:

“Whereas on March 11, 2020, the World Health Organization and the Canadian Government declared COVID-19 a global pandemic; and,

Whereas on March 12, Ontario ordered schools closed and by March 17, began a more extensive shut down; and,

Whereas the pandemic has led to the closure of public spaces and the cancellation of events around the world throughout the country our province and right here within our own community, causing great stress on the arts sector; and,

Whereas local cultural organizations such as the Oshawa Folk Arts Council representing over 13 member clubs and organizations, as well as the many local service groups such as the Oshawa Rotary Club, have all been forced to cancel major events (i.e. Fiesta Week; Rib Fest; etc.) which historically contribute in large part to the fundraising and operational financing efforts of these sociocultural entities; and,

Whereas the Government of Canada and the Province of Ontario have committed they through the Canada Council for the Arts will continue to work with the Government of Canada, as well as provincial, territorial, and municipal partners, to ensure the strength of the sector; and,

Whereas at present, the Canada Council's for the arts priorities as are our collective governing priorities are to ensure the health and safety of people across Canada and around the world and to work towards the sustainability and recoverability of the arts sector; and,

Whereas a significant period has past without further indication as to what tools, funding measures, or financial support our local social cultural, service clubs, and children/youth minor sporting originations can readily access to help support their operating costs and programming,

Therefore be it resolved:

1. That the Federal, Provincial, and Regional Government help local municipalities assist their local social cultural, service clubs, and children/youth minor sporting originations with clear and definitive relief funding programs directed to help sustain the afore mention groups through these trying times inflected on them by the affects of COVID-19; and,
2. That a copy of this resolution be sent to the Prime Minister of Canada, the Premier of Ontario, all Ontario Municipalities, all Members of Provincial Parliament, all Members of Parliament and Association of Municipalities of Ontario and Federation of Canadian Municipalities."

Oshawa City Council respectfully requests your consideration of the above noted matters.

If you need further assistance concerning this matter, please contact Ron Diskey, Commissioner, Community Services Department at the address listed on Page 1 or by telephone at 905-436-3311.



Mary Medeiros
City Clerk

/fb

- c. Association of Municipalities of Ontario
Federation of Canadian Municipalities
Members of Parliament and Members of Provincial Parliament
Ontario Municipalities

RECEIVED

SEP 21 2020

7.5

le 18 septembre, 2020

Corporation du Canton de Dubreuilville
CP 367
Dubreuilville, ON P0S 1B0

Membre du Conseil municipal,

Je me permet d'écrire cette lettre concernant les frais de location pour la salle multifonctionnelle.

Le Club de Karate Wado-Kai de Dubreuilville a été fondé en 2013 et est toujours actif avec 15 karatékas. Les classes ont dû cesser au mois de mars 2020 suite à la fermeture des écoles à cause de la Covid-19. Les karatékas s'entraînaient du mois de septembre à juin 2 fois par semaine au gymnase de l'école primaire sans aucuns frais à payer.

Les écoles sont rouvertes mais il n'est pas permis d'utiliser le gymnase à cause de la pandémie. Nous souhaitons recommencer les classes les mercredi et dimanche de 18h30 à 20h00 mais la seule option est de louer un local de la Corporation du Canton de Dubreuilville. Nous n'avons aucun besoin de chaises, tables et pas ou très peu de chauffage, seulement le local.

Les frais de location de la salle multifonctionnelle sont de 45,00\$ taxe non comprise par classe ce qui n'est pas abordable pour notre club à but non lucratif. Notre demande pour le conseil est la possibilité d'avoir un rabais sur les frais de location afin de nous permettre de recommencer notre entraînement et continuer d'être du même calibre que les autres clubs du nord de l'Ontario. Notre demande de rabais de frais de location serait jusqu'à ce que l'école nous donne la permission de retourner au gymnase.

Dans l'attente de votre réponse, je vous prie d'agréer, membres du conseil, l'expression de mes sentiments distingués.

Sensei Clarence Boutin
Président





Council Report

From: Patrick Sigouin, **Date:** September 7, 2020

Subject: Resignation of a fire fighter

Purpose: To advise of a resignation of a fireman, Amy Leclair

Recommendation: It is recommended that the resignation of Mrs. Amy Leclair be regretfully accepted as a fireman of the Dubreuilville Volunteer Fire Department.

History: Amy had joined the fire department back in March of 2018. Because Amy will be working and moving to Sudbury in the near future, she will no longer be able to be a member of our local fire department.

Analysis: It is always a sad day when a firefighter decides to leave the team; however, we must keep in mind that firefighting is not a job fit for every person. Everyone has their priorities set in their lives. As a firefighter, you must be willing to make this job one of your priorities, because, whether we have five (5) calls a year or five hundred (500) calls every year, each and every call is as serious and demanding as the last one and must be dealt with professionalism and confidence.

Financial: N/A

We wish Mrs. Amy Leclair all the best in her future endeavors.

Thank you!

Patrick Sigouin
Acting Fire Chief

Shelley B. Casey
CAO-Clerk



Council Report

From: Patrick Sigouin, Fire Chief **Date:** September 9, 2020

Subject: New Firefighter

Purpose: To appoint a new firefighter to the volunteer fire department

Recommendation: It is recommended that Mr. Eric Lajoie be appointed as a new fireman as he has submitted his resume with the interest of joining our fire department.

History: Mr. Eric Lajoie is an employee at Alamos Gold Inc. and he is very eager to learn, and is quite motivated. It is believed that he would be a great asset for our fire team. Eric has five (5) years experience with the Wawa fire department, has twelve (12) years experience as an active mine rescue team member and he has done ten (10) years of mine rescue competition. He also has up to date first aid training as well.

Analysis: The fire department team consists of nineteen (19) members at this time. In order to make sure that we have enough people to respond to any kind of emergency, it is in my opinion that we need some additional members to join the team.

Financial: Per points system established per annual budget.

Looking forward to receiving a positive response in order for Eric Lajoie to begin training with our volunteer fire department.

Thank you!

Patrick Sigouin
Fire Chief

Shelley B. Casey
CAO-Clerk



Soumission de déneigement 2020-2021 et 2021-2022

Le Canton de Dubreuilville est à la recherche d'un entrepreneur pour le déneigement de ses propriétés pour la saison hivernale 2020–2021 et 2021-2022. L'entrepreneur devra s'assurer que les stationnements, etc. sont déneigés avant les heures d'ouverture (8 h). Vous pouvez venir chercher une copie du plan avec les endroits qui doivent être déneigés au bureau municipal durant les heures d'ouverture.

Les soumissions seront acceptées jusqu'au 22 septembre 2020 à 15 h. Le moins-disant ne sera pas nécessairement celui accepté.

Pour plus d'information, veuillez communiquer avec Francis DeChamplain, Surintendant de l'infrastructure, au bureau municipal au poste 24 ou par courriel à fdechamplain@dubreuilville.ca.

Envoyez votre soumission dans une enveloppe scellée à l'attention de Shelley B. Casey – Directrice Administrative-Greffière au bureau municipal à l'adresse figurant ci-dessous avant la date limite.

S.V.P inscrire (Soumission de déneigement 2020-2021 et 2021-2022) sur l'enveloppe.

Les soumissions seront dévoilées à la réunion municipale le mercredi 23 septembre 2020 à 18 h 30.



Snow Removal Submission 2020-2021 & 2021-2022

The Township of Dubreuilville is seeking a contractor for the snow removal of its properties for the 2020-2021 & 2021-2022 winter season. The contractor will ensure that all parking, etc. are cleared prior to opening hours (8 a.m.). You can pick up a copy of the plan with the places that must be cleared at the municipal office during business hours.

Submissions will be accepted until September 22, 2020, before 3:00 p.m. The lowest bid will not necessarily be accepted.

For more information, please contact Francis DeChamplain, Infrastructure Superintendent, at the municipal office at extension 24 or by email at fdechamplain@dubreuilville.ca.

Send your submission in a sealed envelope to the attention of Mrs. Shelley B. Casey – CAO - Clerk at the municipal office at the address below before the deadline.

Please write (Snow Removal Submission 2020-2021 & 2021-2022) on the envelope.

Submissions will be unveiled at the council meeting on Wednesday, September 23, 2020, at 6:30 p.m.



Council Report

From: Melanie Pilon, Economic Development Officer **Date:** September 23, 2020

Subject:

Move to Northwest Ontario Immigration Portal - (www.movetonwontario.ca).

Purpose:

Request to become a “Move to Northwest Ontario” Portal Member

Recommendation:

That the Township of Dubreuilville becomes a “Move to Northwest Ontario” Portal Member.

Developing an immigration strategy, focused on French speaking countries is listed as a priority in our strategic plan. Admittedly, joining a portal is not developing an immigration strategy; however, increasing our presence on the portal is a good start and may assist with workforce and labour attraction.

Council may wish to approach various partners including Alamos Gold Inc. and Argonaut Gold Inc. for financial support as they may receive direct benefit.

Analysis:

The Ministry of Citizenship and Immigration and the Government of Canada through Citizenship of Immigration Canada have developed an Immigration Portal called Move to NW Ontario (www.movetonwontario.ca). Move to Northwest Ontario is managed by the City of Thunder Bay and was launched in April 2010. It features thirty-two (32) communities, including all other communities within the Superior East region, with the exception of Dubreuilville. The site provides information on living, working, learning, doing business, highlights community profiles and has a section for employer information. It has an area where businesses can be posted for sale and major employers can be showcased as well as a section for “Community Spotlights”. The site can be viewed in seventeen different languages.

In 2019, the site had 112,766-page views from 62,448 visitors from 10 countries; the top five countries were; Canada, United States of America, Columbia, Mexico and India. Web traffic was generated from search engines (11,877), bookmarked (2,574), links from other sites (848), and from social media (64).

Financial Impact:

The cost to add Dubreuilville to the site is \$6,400. The quote is as follows:

- \$700 - \$1,400 for translation services to translate content into 17 languages;
- \$5,000 for webpage setup with the Township providing content.
 - If implementation is less than \$5,000, community will be based on time and materials.

The Portal manager explained that when the site was originally constructed the group received government funding. Unfortunately, there is no funding to add a new municipality to the portal at this stage. There are no on-going fees once the website is set up.

Superior East CFDC has confirmed that this project would be eligible to apply to their Community Development Fund for up to \$2,000 in funding should we decide to proceed. This could lower the cost to the Township.

Melanie Pilon
Economic Development Officer

Shelley B. Casey
CAO-Clerk



REQUEST FOR QUOTATION

**Corporation of the Township of Dubreuilville
Storm Sewer Outlet Dredging**

Issued September 2020

Contents

INSTRUCTION TO BIDDERS 3

1. EXAMINATION OF QUOTATION DOCUMENTS 3

2. REQUEST FOR QUOTATIONS 3

3. PROJECT IDENTIFICATION 3

4. ENGINEER 3

5. SITE EXAMINATION 3

6. QUOTATION SUBMISSION 3

7. BID DEPOSIT 4

8. BASE BID 4

9. ACCEPTANCE OF QUOTATION 4

10. HARMONIZED SALES TAX 4

11. SCOPE OF WORK 4

12. CONTRACT 5

13. CLARIFICATION OF DOCUMENTS 5

14. DISCUSSION 5

15. AGREEMENT TO BOND 5

16. SCHEDULE 5

17. INSURANCE 5

18. WSIB 5

QUOTATION FORM 6

CONTRACTOR AGREEMENT 9

SPECIFICATIONS 13

INSTRUCTION TO BIDDERS

1. EXAMINATION OF QUOTATION DOCUMENTS

Each bidder shall be responsible for checking the Quotation Documents to ensure that the Set of Documents is complete. Immediately notify the Township of Dubreuilville, of any omission.

2. REQUEST FOR QUOTATIONS

Quotations are invited from Contractors to perform the work described in the Quotation Documents listed hereunder:

- a. Instructions to Bidders
- b. Quotation Form
- c. Contractor Agreement
- d. Specifications
- e. Addenda as may be issued

3. PROJECT IDENTIFICATION

Project:	Corporation of the Township of Dubreuilville Storm Sewer Outlet Dredging
Location:	Dubreuilville, Ontario
General Description:	Excavation and removal of granular material deposited at the outlet of the storm sewer collection system.
Owner:	Corporation of the Township of Dubreuilville

4. ENGINEER

Not Applicable

5. SITE EXAMINATION

There is no mandatory site visit scheduled for this project, however one can be scheduled at the request of the bidder. It is every bidder's responsibility to be familiar with the site and conditions.

6. QUOTATION SUBMISSION

Quotations shall be submitted before:

3:00 pm EST, Wednesday, September 23rd, 2020

Quotations must be sent by email only, to the following address: scasey@dubreuilville.ca

With the subject line: **RFQ for: Storm Sewer Outlet Dredging**

Submissions **must** be in pdf format (either native or compressed (zipped) only). Links to drop boxes or other forms of cloud storage **are not** acceptable. Emails including the quotation are limited to 10 MB or less. Electronic submissions must be complete in every way meeting the requirements of printed submission. **The date stamped provided by the Township's email server will be the official time of receipt.** Bidders should recognize that delays may develop during delivery of electronic submissions of a proposal, and submit their quotation well in advance of the time and date set for closing. The Township accepts no responsibility for these delays.

Electronic files shall be non-editable; editable submission files may be rejected.

Submissions will not be accepted in the following circumstances:

1. Submission received after the tender closing time,
2. Submission is not made to the specified e-mail address,
3. Submission does not have the specified subject line,
4. Submission does not clearly state the Bidder's name,
5. Submission is more than 10 MB or is not in pdf form.

An original signed/sealed hardcopy of the submission shall be provided upon demand.

7. BID DEPOSIT

A bid deposit is not required for this contract.

8. BASE BID

Contractors shall base their quotations on the requirements described in the Scope of Work. No deviation will be allowed without written approval of the Township.

9. ACCEPTANCE OF QUOTATION

The Township reserves the right to reject any or all quotations and the lowest or any quotation will not necessarily be accepted.

The Quotation shall be valid and subject to acceptance by the Township and no adjustment shall be made to the quoted amount for a period of sixty (60) days from the date of receipt of the quotations.

10. HARMONIZED SALES TAX

The Total Quotation Price shall be calculated excluding the Harmonized Sales Tax (HST).

11. SCOPE OF WORK

The Scope of Work shall include all required labour material and equipment to complete the work as specified in the Quotation Documents, and as generally outlined below. Related items not listed but necessary for the completion of the work shall be included by the Bidder as required.

1. General Requirements
2. Mobilize and demobilize to and from the site.
3. Provide required environmental protection (example and not limited to silt curtains).
4. Excavate, remove and dispose of materials as directed by the Township.

12. CONTRACT

An agreement to complete the work as herein described shall be formed if and only if the Township accepts the submitted Quotation Form. All of the quotation documents including the instructions to bidders, completed quotation form, specifications, reference drawings, equipment information and any addenda shall constitute the Contract.

13. CLARIFICATION OF DOCUMENTS

The Quotation Documents shall be read in conjunction with one another. Should any discrepancies, omissions or conflicts occur, the Bidder shall advise the Township and, if necessary, an Addendum shall be issued by the Township.

Inquiries regarding the Documents shall be directed to the Township:

Township of Dubreuilville
23 Pins Street, P. O. Box 367
Dubreuilville ON P0S 1B0
Tel: (705) 884-2340 extension 24
Attention: Francis DeChamplain

Inquiries made after 4:30pm EST on September 22, 2020 may not be responded to.

14. DISCUSSION

The Township reserves the right to conduct discussions with any bidder that submitted a proposal to assure full understanding of the proposal submitted.

15. AGREEMENT TO BOND

Not required in this Contract.

16. SCHEDULE

Time is of the essence for this work. Work shall commence within 10 days of notification of Award of Contract. The work shall be substantially completed by **October 30, 2020.**

17. INSURANCE

Bidders shall provide proof of general and liability insurance in the minimum amount of \$3 million and carry the Township as insured parties.

18. WSIB

Bidders shall provide a copy of a valid and up-to-date WSIB Clearance Certificate with their

Corporation of the Township of Dubreuilville
Storm Sewer Outlet Dredging

Quotation. A further up-to-date WSIB Clearance Certificate shall be submitted to the Township with each invoice.

QUOTATION FORM

SUBMITTED TO: Corporation of the Township of Dubreuilville
23 Pins Street, P. O. Box 367
Dubreuilville, ON
POS 1B0

SUBMITTED BY: _____
(Name of Company)

(Address)

(Telephone) (Fax)

QUOTATION AMOUNT

I/We, the undersigned, having carefully examined the site and requirements of the project and the following which constitute the Quotation Documents:

- a. Instructions to Bidders
- b. Quotation Form
- c. Contractor Agreement
- d. Specifications
- e. Addenda up to and including Addendum No. _____ dated _____.
(Insert number of last Addendum received).

We/I the undersigned hereby offer to furnish labour, tools, plant, services and materials, including applicable taxes (except the Harmonized Sales Tax) and duties in force at the time of Quotation submission required to complete the above project in accordance with the requirements of the Quotation Documents for the Total Quotation Price excluding HST of:

* _____ and ____/100

Dollars (\$ * _____)

in lawful money of Canada if awarded a Contract on acceptance of this Quotation within sixty (60) days from the time set for the Quotation submission.

*** provide the amount in words and numerals.**

Additionally we agree that our Total Quotation Price consists of the following Price Breakdown:

Price Breakdown

Storm Sewer Outlet Dredging

No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1.	General Requirements	1	L.S./Hours	\$ _____	\$ _____
2.	Mobilization and Demobilization	1	L.S./Hours	\$ _____	\$ _____
3.	Environmental Protection	1	L.S.	\$ _____	\$ _____
4.	Outlet Dredging	1,000	m ³	\$ _____	\$ _____
Total Quotation Price					\$ _____

- Note:
1. Bidder to fill in Total Prices and Total Quotation Price.
 2. Total Quotation Price to be carried to Page 1 of the Quotation Form.
 3. L.S. denotes Lump Sum.
 4. Total Quotation Price excludes HST.

- a. And agree that this Quotation shall remain open for acceptance for the said time whether any other Quotation has previously been accepted or not.
- b. And agree that in submitting this Quotation, I/we recognize the Township's right to accept any Quotation submitted or to reject all Quotations or to proceed with all or a portion of the work.
- c. And agree that an acceptance of this Quotation, based on the Township's endorsement of the Contractor's Quotation Form, shall constitute a binding agreement with the Contractor to complete the work. Notice of acceptance shall be deemed to have occurred when a copy of the endorsed Quotation form, executed by the Township, is provided to the Contractor.

Corporation of the Township of Dubreuilville
Storm Sewer Outlet Dredging

- d. And agree that the quantities presented in the Price Breakdown are estimates only.
- e. And clearly understand time is of the essence.
- f. And agree the price quotation includes all equipment, plant, labour and materials to complete the work as outlined and in a good and workmanlike manner by appropriately certified tradespeople.
- g. And agree to carry out all work in strict compliance to the Occupational, Health and Safety Act and all other relevant Regulations in respect of the work.

HARMONIZED SALES TAX (HST)

HST shall be calculated as 13% of the Total Quotation Price. This amount shall not be included in the Total Quotation Price. The amount of HST payable is listed for the Township's information.

HST on Total Price: \$ _____

Bidder's HST Registration Number: _____

SIGNATURE OF BIDDER

Name of Company

Signature
(signing officer with Authority to bind the Company.)

Title

Date

Signature of Witness

Title

Date

CONTRACTOR AGREEMENT

THIS CONTRACTOR CONTRACT FOR SERVICES MADE THIS _____ DAY OF _____, 2020.

BETWEEN:

The Corporation of the Township of Dubreuilville
(hereinafter referred to as "Township")

-and-

Contractor's Name
(hereinafter referred to as "Contractor")

For the provision of Services referred to as:

Storm Sewer Outlet Dredging
(hereinafter referred to as the **Project**)

NOW THEREFORE, the Contractor and the Township, for the consideration herein named, agree as follows:

1. General

1.1 The Contractor shall perform the above named Project as herein set forth and as outlined in the Contract Documents, in accordance with the forms and conditions set forth herein.

2. Description of the Project

2.1 Excavate, remove and dispose of materials deposited at a storm sewer outlet in the Magpie River as directed by the Township.

3. Scope of Work

3.1 The Scope of Work is generally described in Section 11.0 of the Instructions to Bidders.

4. Project Schedule

4.1 The Contractor shall commence work within 10 days of notification of Award of Contract and the work shall be substantially performed by no later than **October 30, 2020**. The work shall continue uninterrupted until substantially performed.

4.2 Where delays beyond the control of the Township and the Contractor are encountered, the project schedule may be amended upon the agreement of both parties.

5. Fees, Disbursements and Payment

- 5.1 The Township shall pay to the Contractor an amount for his services based on the unit and lump sum prices indicated on the Quotation Form.
- 5.2 Payment to the Contractor will be made on a monthly basis and only for the amount of work completed to the satisfaction of the Township prior to the monthly cut-off date. The monthly cut-off date shall be agreed upon by the Township and the Contractor prior to initiating work. The second and subsequent applications for payments shall be accompanied by a duly signed Statutory Declaration similar to CCDC form 9A.

6. Holdbacks

- 6.1 Holdbacks shall be retained as indicated herein and in accordance with the Construction Act. The Statutory Holdback Release Payment Certificate shall be a payment certificate releasing to the Contractor the statutory holdback due in respect of Work performed up to the date of Substantial Performance. Payment of such statutory holdback shall be due 61 days after the date of publication of the Certificate of Substantial Performance but subject to the provisions of the *Construction Act* and the submission by the Contractor of the following documents:
- a) A release by the Contractor in a form satisfactory to the Township releasing the Township from all further claims relating to the Contract, qualified by stated exceptions such as outstanding work;
 - b) A statutory declaration in a form satisfactory to the Township that all liabilities incurred by the Contractor and the Contractor's Subcontractors in carrying out the Contract have been discharged except for statutory holdbacks properly retained;
 - c) A satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board; and,
 - d) Proof of publication of the Certificate of Substantial Performance.

7. Employment Insurance, Worker's Compensation, etc.

- 7.1 The Contractor is responsible for remission to Government authorities of all amounts owing for employment insurance, worker's compensation, Canada Pension, income tax, harmonized sales tax, and any other legislative requirements.

8. Insurance

- 8.1 When requested by the Township or its Township, the Contractor shall supply a summary of insurance coverage presently being maintained by the Contractor including but not exclusive to Comprehensive General Liability Insurance. Such summary shall include the name of the Insurance Company, type of insurance and amount of such coverage. The Township and the Township shall be named as insured parties.

9. Disputes

- 9.1 In the event of a dispute, the decision of the Township shall be final.

10. Warranty

- 10.1 The Contractor shall provide a warranty for all materials and workmanship for a period of one year following the date of substantial completion. The Contractor shall provide to the Township for the duration of the warranty, a warranty security the value of which shall be 3% of the contract value. The warranty security is at no time part of the statutory holdback.
- 10.2 The warranty security shall be retained by the Township in equal increments from monies that would otherwise be payable to the Contractor, so that by the date of substantial performance of the contract the full value of the warranty security has been retained.
- 10.3 The Contractor shall be notified by the Township in writing of any defects and deficiencies observed during the one year warranty period. The Contractor shall correct promptly, at the no extra cost to the Township, all defects and deficiencies in the work which appear during the warranty period. The applicable warranty period for items repaired during the warranty period shall commence from the date of acceptance of the corrected work by the Township.
- 10.4 On the expiration of a period of 12 months from the date of Substantial Completion, and after all known imperfect work has been rectified to the satisfaction of the Township, the warranty security, less any deduction as provided for in the Contract, shall be paid to the Contractor following the approval by the Township.

11. Successors and Assignments

- 11.1 This agreement shall ensure to the benefit of and be binding upon the parties hereto and except at otherwise provided herein, upon their executors, administrators, successors and assigns.
- 11.2 If a party to this Agreement who is an individual should desire to bring in a partner or partners or if a party which is a partnership should desire to bring in a new partner or partners to share the benefits and obligations of this Agreement, they may do so by properly notifying the other party in writing of such intended action.
- 11.3 If a party to this Agreement is a partnership, and a partner thereof dies or retires then the remaining partner therein shall form a new successor partnership to share the benefits and obligations of the Agreement.
- 11.4 Except as foresaid, neither party shall assign this Agreement without the prior consent in writing of the other.

12. Termination and Suspension

- 12.1 The Township may at any time by notice in writing to the Contractor suspend or terminate the Work or any portion thereof at any stage of the Undertaking. Upon receipt of such written notice, the Contractor shall perform no further services other than those reasonably necessary to close out the Contractor's services. In such event the Contractor shall be paid by the Township for all services performed and for all disbursements incurred pursuant to this Agreement and remaining unpaid as of the effective date of such termination.

SPECIFICATIONS

Note: "Provide" means design, supply, install, terminate, commission and test.

The work shall be carried out in accordance with all applicable Ontario Provincial Standard Specifications and Drawings and requirements identified by the Ministry of Natural Resources and Forestry, the Township of Dubreuilville and all other applicable laws, regulations, standards and codes.

The installation of the equipment shall include all appurtenances and shall comply with the recommendations and requirements of the manufacturer.

The contractor is responsible for coordination of the work with the Township.

The "ITEM" numbers below correspond with those shown on the Quotation Form.

1. GENERAL REQUIREMENTS

The lump sum bid for this item shall include all general requirements including but not limited to insurance, project management, meetings, preparing invoices, construction documentation, permits, project closeout documentation, and other similar work.

2. MOBILIZATION AND DEMOBILIZATION

The lump sum bid for this item shall include the mobilization and demobilization to the job site of all equipment, labour, materials, temporary facilities and all other items not required to form part of the permanent works.

Payment for this item shall be as follows (unless agreed otherwise by the Township and Bidder):

(a) On complete mobilization, determined by the Township, 50% of the Contract price for this item.

(b) On complete demobilization, determined by the Township, 50% of the Contract price for this item.

3. ENVIRONMENTAL PROTECTION

The lump sum bid for this item shall include all labour, materials and equipment required for provision, installation and maintenance for the duration of work of all required environmental protection equipment including but not limited to silt curtains. Environmental protection must be provided to the satisfaction of the Ministry of Natural Resource and Forestry and the Township of Dubreuilville.

4. OUTLET DREDGING

The lump sum bid for this item shall include all labour, materials and equipment required to dredge materials deposited at the storm sewer outlet in the Magpie River including hauling and disposal of dredged materials as directed by the Township. The disposal site is located approximately 2.5 – 5 kilometers from the work site.



Silt Curtain ↗

Storm Sewer
Outlet



Council Board Report



9,1 list A

Vendor : 1372101 to ZOOCAS01
 Fund : 1 GENERAL FUND
 Include all Payment Types : No

Date Range: 23-Sep-2020 to 23-Sep-2020
 Sequence by: Cheque/EFT#
 Fund No. Masked: No

Vendor Name	Chq./EFT#	Chq./EFT Date	Purpose	Amount Allocated to Fund
Algoma District Services Administration Board	5404	23-Sep-2020	Municipal Levy - September 2020	8,887.67
Algoma Public Health	5405	23-Sep-2020	3rd Quarter - Levy 2020	5,575.75
Algoma Kinniwabi Travel Association	5406	23-Sep-2020	Prepays - Advertisement - Algoma Outdoors 202	847.50
Bouchard,Suzanne	5407	23-Sep-2020	Admin - Cell Phone Usage - July to September 2	75.00
B. Casey,Shelley	5408	23-Sep-2020	Admin - Cell Phone Usage - July to September 2	135.00
Croft,Chantal	5409	23-Sep-2020	Councillor Croft - Cell Phone Usage - July to Sep	75.00
DECHAMPLAIN,FRANCIS	5410	23-Sep-2020	PW Department - Cell Phone Usage - July to Sep	71.62
DESGAGNES,BRANDON	5411	23-Sep-2020	Recreation Department - Cell Phone Usage - Jul	45.00
DG Excavating	5412	23-Sep-2020	Parks - Labour - Brushing	1,423.80
Director FRO	5413	23-Sep-2020	2020 - Remittance - FRO # 1101442 - PAY0924	211.00
FOTENN Consultants Inc.	5414	23-Sep-2020	Planning / Zoning - Misc. Service Professional - I	211.88
J.Provost Contracting Ltd.	5415	23-Sep-2020	Water Distribution - Labour - June11/2020 - Repl.	7,702.08
Justin,Leclair	5416	23-Sep-2020	Deputy Chief - July & August 2020	333.34
Kresin Engineering Corporation	5417	23-Sep-2020	Landfill Site - Misc Service Professional - Annual	9,637.06
Lacroix Enterprises Ltd.	5418	23-Sep-2020	Complexe - Supplies - MrClean	324.95
Levesque,Luc	5419	23-Sep-2020	Councillor Lévesque - Cell Phone Usage - July to	75.00
Miramar Design Studio Inc.	5420	23-Sep-2020	Admin - Website	610.20
Moore,Leandre	5421	23-Sep-2020	Councillor Moore - Cell Phone Usage - July 2020	25.00
Mun. Tax Equity Consultants	5422	23-Sep-2020	Admin - NSA Annual Membership Fees	1,823.82
Nantel Beverly,	5423	23-Sep-2020	Mayor Nantel - Cell Phone Usage - July to Septe	75.00
O.M.E.R.S.	5424	23-Sep-2020	OMERS - Remittance - August 2020	7,664.72
Ontario Clean Water Agency	5425	23-Sep-2020	Water Well Supply & Wastewater - September 21	13,255.08
Perth,Hélène	5426	23-Sep-2020	Councillor Perth - Cell Phone Usage - July to Se	75.00
Pilon,Melanie	5427	23-Sep-2020	Economic Development - Cell Phone Usage - Ju	75.00
Pinel,Steeve	5428	23-Sep-2020	Fire Department - Captain Service - July to Septe	125.00
Praxair Canada Inc.	5429	23-Sep-2020	Garage - Cylinder Rental - August 2020	33.71
Gendron,Nathalie	5430	23-Sep-2020	Admin - Cell Phone Usage - July to September 2	45.00
R.C.M.D. Contracting Inc.	5431	23-Sep-2020	Landfill Compactor - Fuel - August 21/2020	3,674.76
Robin,Bélanger	5432	23-Sep-2020	Fire Department - Captain Service - July to Septe	125.00
Sigouin,Patrick	5433	23-Sep-2020	Fire Chief - Cell Phone Usage - July to Septemb	75.00
Sonier,Stéphanie	5434	23-Sep-2020	Prevention Officer Service - July to September 21	500.00
Telizon Inc.	5435	23-Sep-2020	Monthly Business Lines / Internet / Long Distanc	12.38
Toromont Cat	5436	23-Sep-2020	Landfill Compactor - Labour - Repair	64,754.41
TREMBLAY,BRIGITTE	5437	23-Sep-2020	Admin - Cell Phone Usage - July to September 2	45.00
TOWNSHIP OF WAWA	5438	23-Sep-2020	Admin - Buying Computer Equipment - Microsoft	6,339.30
Wawa Rent-All and Repairs	5439	23-Sep-2020	Parks - Supplies - Grass Blade	45.96
Total:				135,010.99

Council Board Report



Visa

9.2 List B

Vendor : 1372101 to ZOOCAS01
 Fund : 1 GENERAL FUND
 Include all Payment Types : No

Date Range: 24-Sep-2020 to 24-Sep-2020
 Sequence by: Cheque/EFT#
 Fund No. Masked: No

Vendor Name	Chq./EFT#	Chq./EFT Date	Purpose	Amount Allocated to Fund
Algoma Office Equipment	1217	24-Sep-2020	Admin - Photocopies - July 15 to August 14/2020	43.44
Algoma Power Inc.	1218	24-Sep-2020	Hydro - July 2020 - Complexe & Fire Department	2,242.52
Bell Canada	1219	24-Sep-2020	Monthly Service - August 22 to September 21/20	940.59
Canada Post Corporation	1220	24-Sep-2020	Admin - Supplies Postage - Register Letter	22.04
Corel / Cleverbridge	1221	24-Sep-2020	Admin - Buying Computer Equipment - Word Per	244.99
CTRL2MARKET (1887486 Ontario Inc.)	1222	24-Sep-2020	Public Work Truck - Supplies Gas - Aug20/2020	1,684.75
DIRECTDIAL.com	1223	24-Sep-2020	Admin - Buying Computer Equipment - Monitors	797.78
Mark's	1224	24-Sep-2020	Public Work Department & A/R - Employee Cont	203.38
Minister of Finance	1225	24-Sep-2020	OPP Service - July 2020	9,360.00
NCH Software	1226	24-Sep-2020	Admin - Supplies - PhotoPad Editor Pro Licence	55.12
ONTERA	1227	24-Sep-2020	A/R - Library - Internet Service - September 2020	79.04
Pragmatic	1228	24-Sep-2020	Admin - Conference Call - August 2020	164.29
Staples Business Depot	1229	24-Sep-2020	Admin & Library - Supplies Office & Printing - Cli	1,009.53
TBAYtel	1230	24-Sep-2020	Cell Phone Usage - September 10 to October 9/2	42.94
Pepco Corp.	1231	24-Sep-2020	Complexe - Supplies - Hand Paper & Disinfectan	158.72
ViaNet	1232	24-Sep-2020	Admin - Monthly Fees - September 2020	116.27
Total:				17,165.40



10,1

By-Law No. 2020-45

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 September 23, 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 September 23, 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 September 23, 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 23rd day of September, 2020.

MAYOR

CAO-CLERK



10.2

By-Law No. 2020-46

Being a By-law to authorize Civil Marriage Solemnization Services in the Township of Dubreuilville

WHEREAS Ontario Regulation No. 285/85 provides for the authorization of the Clerk to solemnize marriages with the authority of a license;

AND WHEREAS Section 228 of the Municipal Act, 2001, as amended, provides that the Clerk of a municipality may delegate, in writing, their powers and duties under this or any Act;

AND WHEREAS Council deems it desirable to provide civil marriage solemnization services in the Province of Ontario;

NOWHEREFORE BE IT RESOLVED THAT the Corporation of the Township of Dubreuilville enacts the following as a By-Law.

1. **THAT** the Council of the Corporation of the Township of Dubreuilville does hereby direct that civil marriage solemnization services are provided by the Municipality.
2. **THAT** Shelley B. Casey is the Clerk and she is authorized to solemnize marriages set out under Ontario Regulation No. 285/04 and the Marriage Act, R.S.O. 1990, Chapter M.3, for the Province of Ontario.
3. **THAT** Suzanne Bouchard is the Deputy Clerk and she is authorized to solemnize marriages set out under Ontario Regulation No. 285/04 and the Marriage Act, R.S.O. 1990, Chapter M.3, for the Province of Ontario.
4. **THAT** Council hereby supports the Clerk and Deputy Clerk in delegating the authority to provide civil marriage solemnization services to individuals named herein.

5. **THAT** Chris Wray is hereby authorized and delegated the authority to provide marriage solemnization services for the month of October 2020 only.
6. **THAT** any by-law which is inconsistent with this by-law shall be hereby repealed and replaced with this by-law.
7. **THAT** by-law no. 2016-15 and 2019-19 be and are hereby repealed.
8. **THAT** this by-law shall come into force and take effect upon the final passing thereof.

READ a first, second and third time and be finally passed this 23rd day of September 2020.

BEVERLY NANTEL, MAYOR

SHELLEY B. CASEY, CAO-CLERK

**Delegation of Duty and Responsibility
Solemnization of Civil Marriages**

Ontario Regulation No. 285/04 made under the Marriage Act designates Municipal Clerks as a class of persons authorized to solemnize civil marriages in Ontario. It states:

1. Regulation 738 of the Revised Regulations of Ontario, 1990, is amended by adding the following section:

1.1 For the purposes of subsection 24(1) of the Act, the Clerk of a local municipality is authorized to solemnize marriages under the authority of the license.

The Municipal Act, Section 228(4) states that the Clerk may delegate in writing to any person, other than a member of Council, any of the Clerk's powers and duties under this and any other Act.

The Municipal Act, Section 228 (2), states a municipality may appoint Deputy Clerks who have all the powers and duties of the Clerk under this and any other Act.

The Corporation of the Township of Dubreuilville appointed Suzanne Bouchard as Deputy Clerk through By-Law No. 2012-07 and defined her duties and responsibilities through By-Law No. 2014-13.

The Corporation of the Township of Dubreuilville appointed Shelley B. Casey as the CAO-Clerk through By-Law No. 2012-06 and defined her duties and responsibilities through By-Law No. 2014-12.

I therefore delegate my duty and responsibility of solemnizing civil marriages and designate the following individuals:

1. Chris Wray (For the month of October 2020 only)

And further the following individuals are authorized to solemnize civil marriages:

1. Shelley B. Casey
2. Suzanne Bouchard
3. Chris Wray (For the month of October 2020 only)

Dated at the Corporation of the Township of Dubreuilville, in the District of Algoma, in the Province of Ontario, this 23rd day of September 2020.

Shelley B. Casey, CAO-Clerk
Corporation of the Township of Dubreuilville



By-Law No. 2020-47

Being a By-law to authorize the execution of a confidentiality agreement with Sault Ste. Marie Innovation Centre / Acorn Information Solutions for the Vulnerable Persons Registry (VPR)

WHEREAS Section 5 (1) of the Municipal Act, 2001, S.O. 2001, c. 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 the Municipal Act, 2001, S.O. 2001, Chapter 25, Section 8, provides the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues; and

WHEREAS the Municipal Act, S.O. 2001, Chapter 25, Section 9, 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 the Municipal Act, 2001, S.O. 2001, Chapter 25, Section 10, provides that a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public and may pass a by-law respecting the health, safety and well-being of persons; and

WHEREAS the Corporation of the Township of Dubreuilville deems it desirable to enact a by-law that provides an additional means for clients to register with the Vulnerable Persons Registry (VPR);

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

1. That the Mayor and the CAO-Clerk be authorized to adopt the attached Confidentiality Agreements as per Schedule A and B, as presented.
2. This by-law shall come into full force and take effect immediately upon the passing thereof.

READ a first, second and third time and be finally passed this 23rd day of September 2020.

MAYOR – BEVERLY NANTEL

CAO-CLERK - SHELLEY B. CASEY



CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is made as of **September 23, 2020**:

BETWEEN: **Sault Ste. Marie Innovation Centre**
Acorn Information Solutions
99 Foster Drive, Level 6
Sault Ste. Marie, ON
P6A 5X6

AND: Corporation of the **Township of Dubreuilville**
23 Pins Street, P.O. Box 367
Dubreuilville ON P0S 1B0
705-884-2340
705-884-2626 (fax)

The parties have agreed upon a business relationship with each other, more specifically: The Corporation of the Township of Dubreuilville has agreed to be a registration location for the Vulnerable Persons Registry (VPR) to provide an additional means for clients to register. Township of Dubreuilville will have VPR registration kits provided by the Acorn Information Solutions available for clients. Township of Dubreuilville will secure any completed registration and consent forms and will ensure the VPR Coordinator receives them in a secure manner.

To ensure the confidentiality of all VPR applicants, Township of Dubreuilville has agreed to:

- Designate a primary contact and secondary contact (where possible) to secure completed registration and consent forms
- Refrain from making additional copies of the registration and consent forms except when a copy has been requested upon registration by the registrant/legal guardian
- Secure completed registration and consent forms in a locked filing cabinet or drawer
- Ensure the VPR Coordinator receives the completed registration and consent forms
- Abide by the delivery methods mentioned on page two in order to uphold the privacy and confidentiality of registrant information
- Refrain from disclosing personal information pertaining to a VPR registrant to any external publics

This agreement is valid as long as the VPR service is available to potential registrants.

Delivery Methods


To help assure the privacy and confidentiality of VPR registrants, the VPR will limit the transferring of registration and consent forms to the VPR Coordinator to the following:

- Mail
 - Township of Dubreuilville can mail completed registration and consent forms in a sealed envelope and to the attention of the VPR Coordinator as seen below:

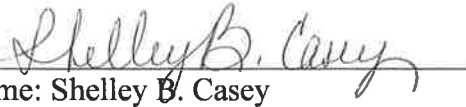
VPR Coordinator
Sault Ste. Marie Innovation Centre
Acorn Information Solutions
99 Foster Drive, Level 6
P6A 5X6
 - Completed registration and consent forms should be mailed every two weeks or on an as needed basis
- Personal Delivery
 - Township of Dubreuilville can personally deliver completed registration and consent forms in a sealed envelope to the VPR Coordinator at the address provided above
 - Completed registration and consent forms should be delivered every two weeks or on an as needed basis
- Personal Pick-up
 - The VPR Coordinator can personally pick up completed registration and consent forms from Township of Dubreuilville every two weeks or on an as needed basis
 - Completed registration and consent forms must be in a sealed envelope and addressed to the VPR Coordinator

IN WITNESS WHEREOF, the parties execute this Agreement as of **September 23, 2020**. Each person who signs this Agreement below represents that such person is fully authorized to sign this Agreement on behalf of the applicable party.

PARTY-1

By: 
Print Name: Paul Beach
Title: Privacy Officer

PARTY-2

By: 
Print Name: Shelley B. Casey
Title: CAO-Clerk



CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is made as of **September 23, 2020**:

BETWEEN: **Sault Ste. Marie Innovation Centre**
 Acorn Information Solutions
 99 Foster Drive, Level 6
 Sault Ste. Marie, ON
 P6A 5X6

AND: **Corporation of the Township of Dubreuilville**
 23 Pins Street, P. O. Box 367
 Dubreuilville ON P0S 1B0
 705-884-2340
 705-884-2626 (fax)

The parties have agreed upon a business relationship with each other, more specifically:

The Corporation of the Township of Dubreuilville has agreed to receive confidential personal information pertaining to registrants of the Vulnerable Persons Registry (VPR) in order to assist in preparing effective responses during emergencies (as that term is later defined).

In the course of discussions regarding the business purpose, Acorn Information Solutions has agreed to the secure disclosure of authorized (as that term is later defined) personal information of VPR registrants on a monthly basis to the Township of Dubreuilville. The Township of Dubreuilville has agreed to update monthly VPR data within 15 days of receiving the email notification from the VPR Coordinator. By virtue of this Agreement, each party wishes to protect the confidentiality of such Confidential Information.

Both parties therefore agree as follows:

1. DEFINITIONS.

(a) ***“Confidential Information”*** refers to any personal information, data or materials disclosed by Acorn Information Solutions that pertain to any VPR registrant.

(b) ***“Emergency”*** in the case of the VPR refers to the following:

- Isolated situations effecting smaller geographic areas within the Township of Dubreuilville that require emergency response planning (i.e. small scale evacuations)
- A state of emergency; a condition, declared by a government, in which martial law applies, usually because of civil unrest or natural disaster

(c) **“Authorized Information”** means the limits set by the Acorn Information Solutions as to what information is to be disclosed to the Township of Dubreuilville for the purposes of effectively planning emergency responses

(d) **“Government Authority”** means any governmental authority or court, tribunal, agency, department, commission, arbitrator, board, bureau, or instrumentality of Canada or any other country or territory, or domestic or foreign state, prefecture, province, commonwealth, city, county, municipality, territory, protectorate or possession.

(e) **“Law”** means all Laws, statutes, ordinances, codes, regulations and other pronouncements having the effect of Law of any Government Authority.

2. CONFIDENTIALITY.

(a) Confidential Information Disclosures

In the performance of this Agreement the Township of Dubreuilville may receive the Confidential Information pertaining to the VPR Acorn Information Solutions. Disclosures of Confidential Information made by Acorn Information Solutions (or the "**disclosing party**") to Township of Dubreuilville (or the "**receiving party**"), are pursuant to all terms and conditions of this Agreement. All Confidential Information of the disclosing party will remain the exclusive property of the disclosing party. The terms and conditions of this Agreement are deemed to be Confidential Information of both parties.

(b) Exclusions

Confidential Information does not include information, data or materials that, as proved by written records:

- (i) Public Domain. are or become a part of the public domain through no act or omission on the part of the receiving party and no violation of any obligation of nondisclosure by any third party; or
- (ii) Independently Developed. are independently developed by the receiving party without reference to the disclosing party's Confidential Information, as evidenced through written records created in the normal course of the receiving party's

business; or

- (iii) Third Party Source. are disclosed to the receiving party through a third party source or series of sources without any violation of nondisclosure with respect to such information, data or materials by any source(s) in the series (however, such information only becomes Confidential Information once the receiving party is aware of such breach).

(c) Duties

Without limiting any other obligations under this Agreement, the parties agree to the following specified duties:

- (i) Nondisclosure and Uses. The receiving party must use commercially reasonable methods, at least as substantial as the methods it uses to protect its own confidential information, data and materials of a similar nature, to maintain and cause its employees to maintain the confidentiality of the Confidential Information by not copying, publishing, disclosing to third parties or using the Confidential Information; except employees of a receiving party may use the Confidential Information in order to perform the receiving party's obligations or engage in activities contemplated under the Business Purpose. A receiving party may not modify or delete any proprietary rights legend appearing in the disclosing party's Confidential Information. It is further acknowledged and agreed by the parties that the Township of Dubreuilville is bound by provisions of the Municipal Freedom of Information and Protection of Privacy Act.
- (ii) Advise Employees. The receiving party must advise each employee before receiving direct or indirect access to the Confidential Information of the obligations of the receiving party regarding the Confidential Information under this Agreement.
- (iii) Disclosures to Agents and Subcontractors. A receiving party may share Confidential Information with: (a) its counsel under an obligation of confidentiality and nondisclosure no less protective of the disclosing party's Confidential Information than the terms and conditions of this Agreement; and (b) its subcontractors pursuant to a written confidentiality agreement no less protective of the disclosing party's Confidential Information than this Agreement (a "***Subcontractor Confidentiality Agreement***"), provided that in no event may an counsel or subcontractor of a receiving party disclose Confidential Information to any other third party, with the exception of a Government Authority to which a disclosure may be made (for subcontractors, only pursuant to a provision in the Subcontractor Confidentiality Agreement identical to Section 2(d) (Disclosures Required by Law) of this Agreement), except that the counsel or subcontractor must give the prior notice required therein to both the receiving party and the disclosing party. Receiving party agrees to assume all liability and responsibility for such counsels' and subcontractors' compliance with and breach of the terms and conditions of this Agreement as if such counsels' and subcontractors' acts and

omissions were receiving party's own.

- (iv) **Notice.** Upon discovery, receiving party agrees to provide disclosing party immediate telephonic and written notice of a breach of: (a) any obligation of confidentiality and nondisclosure required hereunder prior to a disclosure; and (b) any Subcontractor Confidentiality Agreement.
- (v) **Return of Confidential Information.** After a request by the disclosing party, and after termination or expiration of this Agreement, receiving party must within thirty (30) days return or destroy (and certify to such destruction in writing, such certification not to be unreasonably withheld or delayed) all Confidential Information of the disclosing party, including, without limitation: (a) all tangible and electronic documents, drawings, materials, hardware, disks, tapes; and (b) all copies, notes, summaries and excerpts of any of the foregoing; and (c) all Confidential Information in the possession of any third parties to whom receiving party disclosed Confidential Information pursuant to this Agreement. Notwithstanding the foregoing, receiving party may retain Confidential Information as required by applicable Laws or orders of a Government Authority with jurisdiction over receiving party (the "**Retention Requirements**"), and any such uses or disclosures of Confidential Information by the receiving party will be limited to only those uses and disclosures mandated by the Retention Requirements.

(d) Disclosures Required by Law

In the event any Confidential Information is required to be disclosed by Law or order of any Government Authority having jurisdiction over the receiving party (including as necessary for a party to assert a claim in a court of competent jurisdiction), before any such disclosure the receiving party will make reasonable efforts to provide notice to the disclosing party reasonably sufficient to allow the disclosing party the opportunity to apply for a protective order or other restriction regarding such disclosure. In the event such Confidential Information is disclosed in such circumstances, such Confidential Information shall continue to constitute Confidential Information in all other circumstances pursuant to this Agreement.

3. TERM AND SURVIVAL.

(a) Term

The term of this Agreement (together with any renewals, the "**Term**") begins on **September 23, 2020** and will continue as long as the VPR remains a service. Any changes to this agreement shall be mutually agreed to by the parties in writing.

(b) Survival

The following captioned sections survive any termination, expiration or non-renewal of this Agreement: "Nondisclosure and Uses" (only for purposes of complying with the "Return of Confidential Information" provision) and only for thirty (30) days or such

longer period as necessary to comply with the Retention Requirements, also, if any personnel of a receiving party retains in their memory any specific contents of a disclosing party's Confidential Information, such specific contents may not ever be disclosed to any third parties except under "Disclosures Required by Law"), "Return of Confidential Information", "Survival" and "General".

(c) Termination for Insolvency

If either party is adjudged insolvent or bankrupt, or upon the institution of any proceedings by it seeking relief, reorganization or arrangement under any Laws relating to insolvency, or if an involuntary petition in bankruptcy is filed against a party and the petition is not discharged within sixty (60) days after filing, or upon any assignment for the benefit of a party's creditors, or upon the appointment of a receiver, liquidator or trustee of any of a party's assets, or upon the liquidation, dissolution or winding up of its business (each, an "**Event of Bankruptcy**"), then the party affected by any Event of Bankruptcy must immediately give notice of the Event of Bankruptcy to the other party, and the other party may terminate this Agreement by notice to the affected party.

(d) Termination for Breach

If either party breaches any provision contained in this Agreement, and the breach is not cured within thirty (30) days after the breaching party receives notice of the breach from the non-breaching party, the non-breaching party may then deliver a second notice to the breaching party immediately terminating this Agreement.

4. GENERAL

Entire Agreement and Amendments. This Agreement is the entire agreement between the parties and supersedes all earlier and simultaneous agreements regarding the subject matter, including, without limitation, any invoices, business forms, purchase orders, proposals or quotations. This Agreement may be amended only in a written document, signed by both parties.

Independent Contractors, Third Party Beneficiaries, and Subcontractors. The parties acknowledge that they are independent contractors under this Agreement, and except if expressly stated otherwise, none of the parties, nor any of their employees or agents, has the power or authority to bind or obligate another party. Except if expressly stated, no third party is a beneficiary of this Agreement. Party-1 may not subcontract any obligation under this Agreement without Party-2's prior written consent. Party-2 can subcontract without Party-1's consent. Each party is responsible for its subcontractors' compliance with and breach of this Agreement as if the subcontractors' acts and omissions were the party's own.

Assignment. This Agreement binds and inures to the benefit of the parties' successors. This Agreement is not assignable, delegable, sub-licenseable or otherwise transferable by

any party in whole or in part without the prior written consent of the other party (or parties). Any transfer, assignment, delegation or sublicense by a party without such prior written consent is invalid. However, any party may assign this Agreement to a third party purchasing: (a) majority control of the party's equity shares; or (b) all or substantially all of either (i) a party's assets or (ii) the assets of the party's relevant business unit under this Agreement.

No Waivers, Cumulative Remedies. A party's failure to insist upon strict performance of any provision of this Agreement is not a waiver of any of its rights under this Agreement. Except if expressly stated otherwise, all remedies under this Agreement, at Law or in equity, are cumulative and nonexclusive.


Severability. If any portion of this Agreement is held to be unenforceable, the unenforceable portion must be construed as nearly as possible to reflect the original intent of the parties, the remaining portions remain in full force and effect, and the unenforceable portion remains enforceable in all other contexts and jurisdictions.

Notices. All notices, including notices of address changes, under this Agreement must be sent by registered or certified mail, by overnight commercial delivery or by email to the address set forth in this Agreement by each party or by electronic mail.

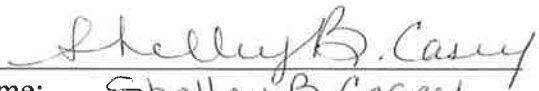
Captions and Plural Terms. All captions are for purposes of convenience only and are not to be used in interpretation or enforcement of this Agreement. Terms defined in the singular have the same meaning in the plural and vice versa.

IN WITNESS WHEREOF, the parties execute this Agreement as of **September 23, 2020**. Each person who signs this Agreement below represents that such person is fully authorized to sign this Agreement on behalf of the applicable party.

PARTY-1

By: 
Print Name: Paul Beach
Title: Privacy Officer
Organization: Sault Ste. Marie Innovation Centre

PARTY-2

Chair: 
Print Name: Shelley B. Casey
Organization: Corporation of the Township of Dubreuilville



By-Law No. 2020-42

Being a By-law to authorize the creation of an Expected Conduct Policy for the Corporation of the Township of Dubreuilville

WHEREAS Section 5 (1) of the Municipal Act, 2001, S.O. 2001, c. 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 the Municipal Act, 2001, S.O. 2001, Chapter 25, Section 8, provides the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues; and

WHEREAS the Municipal Act, S.O. 2001, Chapter 25, Section 9, 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 the Municipal Act, 2001, S.O. 2001, Chapter 25, Section 10, provides that a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public and may pass a by-law respecting the health, safety and well-being of persons; and

WHEREAS Council is responsible pursuant to section 224 of the *Municipal Act, 2001* to represent the public and to consider the well-being and interests of the municipality, to develop and evaluate the policies and programs of the municipality, to determine which services the municipality provides, and to maintain the financial integrity of the municipality;

WHEREAS the Corporation of the Township of Dubreuilville deems it desirable to enact a policy via by-law that regulates and governs members of the public conduct regarding municipal matters;

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

1. That the Mayor and the CAO-Clerk be authorized to adopt the attached Expected Conduct Policy as per Schedule A, as presented.

2. This by-law shall come into full force and effect immediately upon the passing thereof.

READ a first and second time this 2 day of September, 2020.

Beverly Nantel
MAYOR - BEVERLY NANTEL

Shelley B. Casey
CLERK - SHELLEY B. CASEY

READ a third time and finally passed this _____ day of _____, 2020.

MAYOR - BEVERLY NANTEL

CLERK - SHELLEY B. CASEY



Expected Conduct Policy

*Corporation of the Township of the
Dubreuilville*

Important Disclaimer: this policy complies with the relevant provisions of the *Municipal Act, 2001*, SO 2001, c 25 (the "*Municipal Act*"). If you have any questions or concerns about this protocol or how to implement it, please contact Wishart Law Firm LLP. Wishart Law Firm LLP is not responsible for the results of any edit to this protocol other than as expressly authorized or directed by Wishart Law Firm LLP.

© 2020, Wishart Law Firm LLP

All rights reserved. No part of this work may be reproduced or copied in any form or by any means (graphic, electronic or mechanical, including photocopying, recording, taping or information and retrieval systems) without the written permission of Wishart Law Firm LLP.

A licence is; however, given by Wishart Law Firm LLP to the Corporation of the Township of the Dubreuilville to print, copy, save, or post on its official website for its own use only. This policy may not berepurposed or resold.

Contents

1. Policy Statement.....	1
2. Purpose	1
3. Application.....	2
(2) Examples of Unreasonable Behaviour	2
(3) Examples of Vexatious or Frivolous Requests	3
4. Policy Requirements.....	3
5. Responsibilities	4
Employees	4
Supervisors.....	4
CAO-Clerk	5
Members of Council	5
6. Monitoring/Contraventions Course of Action	5
Appeals.....	7
Monitoring.....	8
7. Definitions.....	8

1. Policy Statement

The Corporation of the Township of Dubreuilville (the “Township”) aims to provide exemplary services to all members of the public and to address service requests and complaints equitably, comprehensively and in a timely manner, while promoting a respectful, tolerant and harassment-free workplace between Members of Council, officers and employees of the Township, and the public. To achieve these objectives, unreasonable behaviour and/or frivolous and vexatious complaints or requests from some members of the public who require services or access Township premises may need to be limited in a manner that is clear, consistent, reasonable, and proportional to the individual’s action(s).

2. Purpose

(1) This policy contributes to the Township’s objective of dealing with all residents in ways that are consistent and fair while acknowledging that there may be a need to protect staff, Members of Council and residents of the Township from unreasonable behaviour and frivolous and/or vexatious actions.

(2) Some situations arising from unreasonable behaviour may cause concern for the reasonable safety of other individuals on Township premises. Other situations may compromise the enjoyment of Township facilities for all users. Vexatious, frivolous and/or unreasonably persistent requests may consume a disproportionate amount of Member and/or staff time and resources and can compromise their ability to provide assistance or deliver good customer service efficiently and effectively. Such requests may also impede staff from attending to other essential issues. These situations and requests may require the Township to put restrictions on the contact that some individuals have with the Township.

(3) This policy is not intended to deal with generally difficult clients and individuals. It applies to members of the public whose behaviours and actions are unreasonable, frivolous and/or vexatious. Determining whether particular behaviours or actions are unreasonable, frivolous or vexatious can be a flexible balancing exercise that requires all circumstances of a particular case to be taken into account. In many cases, the key question is whether the behaviours or actions are likely to cause distress, disruption or irritation, without proper or justified cause.

(4) The decision to classify someone’s behaviour as unreasonable, or to classify a request as vexatious or frivolous, could have serious consequences for the individual, including restricting their access to Members of Council, Township staff, services and/or property. As such, this policy provides clear examples of behaviours and actions, as well as clear steps for staff to follow. Any restrictions made under this policy and the related trespass to property are dependent on particular circumstances, and there is an opportunity for the affected individual to have any restrictions reviewed and/or appealed.

3. Application

This policy, and the related trespass to property procedures, are to be implemented if behaviours or requests from an individual are determined to be unreasonable, frivolous and/or vexatious as defined herein. The following behaviours or requests may take place in circumstances including, but not limited to, one or more of the following:

- (a) Public meetings;
- (b) Written communication;
- (c) Telephone communication;
- (d) In-person communication
- (e) Electronic communication, including email and social media; and/or
- (f) Interactions at Township property, parks or facilities.

Examples of Unreasonable Behaviour

Examples of what might be considered unreasonable behaviour are shown below. The list is not exhaustive, nor does one single feature on its own necessarily imply that the person will be considered as being in this category:

- (a) Refusing to specify the grounds of a complaint, despite offers of assistance;
- (b) Changing the basis of the complaint/request as the matter proceeds;
- (c) Denying or changing statements made at an earlier stage;
- (d) Covertly recording meetings and conversations;
- (e) Submitting falsified documents from themselves or others;
- (f) Making excessive demands on the time and resources of staff with lengthy phone calls, emails to numerous staff, or detailed letters every few days, and expecting immediate responses;
- (g) Refusing to accept the decision/repeatedly arguing points with no new evidence;
- (h) Persistently approaching the Township through different routes about the same issue;
- (i) Causing distress to staff, which could include use of hostile, abusive or offensive language, or an unreasonable fixation on an individual member of staff;
- (j) Making unjustified complaints about staff who are trying to deal with the issues, and seeking to have them replaced;
- (k) Engaging in aggressive, disrespectful or intimidating behaviour, bullying, harassment or using coarse language while accessing a City program, service, program, event or facility; and/or
- (l) Loitering, causing a disturbance or acting under the influence of drugs and alcohol while attending City premises.

Examples of Vexatious or Frivolous Requests

Examples of what might be considered to be vexatious or frivolous are provided below. The list is not exhaustive, and for a request to be considered as vexatious or frivolous it is likely that more than one of the examples is relevant:

- (a) Submission of obsessive requests with very high volume and frequency of correspondence;
- (b) Requests for information the requester has already seen, or clear intention to reopen issues that have already been considered;
- (c) Where complying with the request would impose significant burden on the Corporation in terms of expense, and negatively impact the ability to provide service to others;
- (d) Where the requester states that the request is meant to cause maximum inconvenience, disruption or annoyance;
- (e) Where the request lacks any serious purpose or value. An apparent lack of value would not usually be enough on its own to make a request vexatious, but may when considered with other examples; and/or
- (f) Harassing the Township, which could include very high volume and frequency of correspondence, or mingling requests with accusations and complaints.

Furthermore, a pattern of conduct occurs when on several occasions an individual engages in one or more of the following:

- (a) Brings complaints concerning an issue that staff have already investigated and concluded;
- (b) Brings complaints concerning an issue that is substantially similar to an issue that staff have previously investigated and concluded and no new information is being introduced; and/or
- (c) Engages in unreasonable conduct which is abusive of the request for services or complaints process, including but not limited to the examples set out under the Application section of this policy.

Note: this policy is meant to complement, not replace, the Violence and Harassment in the Workplace Policy or Program, the Client Experience Policy, and the Code of Conduct for Members of Council.

4. Policy Requirements

(1) The decision to classify someone's behaviour as unreasonable, or to classify a request or complaint as frivolous and vexatious, could have serious consequences for the individual, including restricting his or her access to Township services and staff.

(2) The decision may be as a result of a repeated pattern of conduct when, on several occasions, a person engages in one or more behaviours or actions identified as unreasonable, frivolous and/or vexatious, or it may be a single significant incident that requires invocation of this policy.

If an incident presents an immediate threat, police and/or emergency services shall be contacted.

5. Responsibilities

(1) All users of this policy are required to **document** the actions of the individual, and their own actions, in as much detail as possible.

(2) Certain situations involving unreasonable behaviour on Township property, parks or facilities may require **immediate action** by way of a trespass notice, after all possible alternative measures are considered and/or implemented.

(3) For situations involving unreasonable behaviour that does not require such immediate action, as well as those circumstances that involve frivolous and vexatious requests, specific responsibilities include as follows:

Employees

- (a) If a staff member experiences or witnesses any incident or behaviour that makes the staff member uncomfortable or unsafe, the staff member should report the matter to their supervisor, providing any supporting material;
- (b) If a staff member believes that a request or a complaint is unreasonable, frivolous or vexatious, the staff member should consult with their supervisor, providing any supporting material.
- (c) Staff are responsible for advising their supervisor of the steps that have been taken to resolve the issue, which may include the following:
 - (i) Length of time that staff have been in contact with the individual and the history of interactions;
 - (ii) Amount of correspondence that has been exchanged with the individual;
 - (iii) Number of requests that the individual has brought and the status of each;
 - (iv) Nature of the individual's behaviour and the amount of time that has been consumed; and
 - (v) Maintaining detailed records of staff interactions with individuals in order to justify any actions taken to restrict the individual's access to staff or services.
- (d) If applicable, ensure compliance with any relevant duties and procedures pertaining to trespass to property.

Supervisors

- (a) Review the information provided by staff and determine if the individual's behaviour warrants the application of restriction(s);

- (b) Work with staff to determine appropriate restriction(s), including how to inform the individual of the restriction(s);
- (c) Determine a proposed review date for removing, modifying or continuing the restriction(s);
- (d) Meet with the CAO-Clerk and outline the situation, including the proposed restriction(s) and review date; and
- (e) If applicable, ensure compliance with any relevant duties and procedures pertaining to trespass to property.

CAO-Clerk

- (a) Make the determination to classify an individual's behaviour as unreasonable or to classify a request as frivolous and/or vexatious;
- (b) Determine the restriction(s) to be imposed on the individual and communicate these restrictions to the individual;
- (c) Maintain all documentation related to the review and determination of restriction(s);
- (d) Conduct reviews of any restriction(s) and communicate the outcome to the individual; and
- (e) If applicable, ensure compliance with any relevant duties and procedures pertaining to trespass to property.

Members of Council

- (a) Consult with the CAO-Clerk and the Integrity Commissioner regarding cases of unreasonable behaviour and/or frivolous and vexatious action that the Member wishes to address, as described in this policy. Upon being consulted by a Member of Council, the Integrity Commissioner shall provide advice to the Member respecting any proposed action under this policy as it relates to the Member's obligations under the Code of Conduct for Members of Council.
- (b) The appeal mechanism for any restriction(s) placed on an individual through the procedure for Members of Council is the Integrity Commissioner.

6. Monitoring/Contraventions Course of Action

(1) **Information Review:** Based on the information provided by staff and supervisors, a review shall be conducted by the CAO-Clerk to determine if an individual's behaviour warrants the application of restriction. Each case should be considered on an individual basis. This determination, or any restrictions, shall consider the specific circumstances of the matter as well as the following:

- (a) The individual's personal circumstances, level of competency, literary skills, etc. that may be known to staff;

- (b) If applicable, whether the request or complaint has been dealt with properly and in line with the relevant procedures and statutory guidelines;
- (c) If applicable, whether staff have made reasonable efforts to satisfy or resolve the request or complaint;
- (d) If applicable, whether the individual is presenting new material or information about the situation or making a new request or complaint.

(2) **Notice:** Upon determination that an individual's behaviour is unreasonable or to classify a request or complaint as frivolous or vexatious, and depending on the severity of the incident, the CAO-Clerk shall:

- (a) Send a letter of warning to the individual indicating that the behaviour/requests are a violation of this policy and that restrictions may be imposed should they continue; or
- (b) Send a letter of notification to the individual indicating that the matter has been reviewed and that restrictions are to be imposed. This letter shall include a summary of the findings of the CAO-Clerk's review, including as follows:
 - (i) a summary of the matter which has led to the restrictions;
 - (ii) a summary of the interactions with the individual;
 - (iii) a description of the restrictions that are to be applied; and
 - (iv) the rationale for applying the restrictions.

(3) **Potential Restrictions:** Restrictions should be tailored to deal with the individual circumstances. Actions available to the CAO-Clerk to restrict the individual may include, but are not limited, to any one or combination of the following:

- (a) Limiting the individual's correspondence with staff to a particular format, time or duration;
- (b) Limiting the individual to a particular point of contact;
- (c) Requiring any face-to-face interactions between the individual and staff to take place in the presence of another staff member;
- (d) Requiring the individual to make contact with the Township only through a third party, such as a solicitor or counsellor;
- (e) Limiting or regulating the individual's use of Township services;
- (f) Refusing the individual access to a Township facility except by appointment or specific permission;
- (g) Requiring that the individual produce full disclosure of documentation or information before staff will further investigate a complaint;
- (h) Instructing staff not to respond to further correspondence from the individual regarding the complaint or a substantially similar issue;

- (i) Informing the individual that further contact on the matter will not be acknowledged or replied to;
- (j) Closing the complaint or request for service;
- (k) Instructing staff not to investigate any complaints regarding an issue that has already been investigated or which is substantially similar to an issue that has already been investigated;
- (l) Instructing staff to severely reduce or completely cease responses to further complaints or request and correspondence from the individual;
- (m) Directing that communications are forwarded to a communications committee whose terms of reference shall be to receive and vet communications from certain individuals or groups and make recommendations to Council about how such communications should be responded to;
- (m) Pursuing legal action including issuance of a notice of trespass. All staff who have the authority to issue notices are required to consider and/or implement **all possible alternative measures** before issuing a notice.

(4) **Restriction Review:** The letter of notification shall advise of a review date for the matter, depending on the severity of the incident and the nature of the matter and restriction/service provided. Generally, all cases where this policy is applied should be reviewed every three months or six months and not more than 12 months after the service change or restriction was initially imposed or continued/upheld.

(5) The affected individual will be invited to participate in the review process by providing a written submission or by way of another method as appropriate in the circumstances, unless it is determined that this invitation will provoke a negative response from the individual.

(6) Before the review date, staff and the CAO-Clerk shall meet and review the situation and determine if the restrictions should continue. During this review, consideration shall be given to factors such as:

- (a) Whether the individual has had any contact with the Township during the restriction period;
- (b) The individual's conduct during the restriction period;
- (c) Any information/arguments put forward by the individual for review;
- (d) The effect that continuing the restriction may have on the individual; and
- (e) Any other information that may be relevant in the circumstances.

(7) The individual shall be informed of the outcome of the review by way of letter within 10 business days of completion of the review and be given another date for review if any restrictions remain.

Appeals

(1) The individual shall have the ability to appeal any decision to impose restrictions by contacting the CAO-Clerk in writing within 10 business days from the date the restriction was

issued. The CAO-Clerk shall review all relevant information along with the appeal within 10 business days from the date the appeal was received and may confirm, rescind or amend the restrictions. The CAO-Clerk's decision is final.

(2) If the issue cannot be resolved through this policy, the individual may submit a complaint to the Office of the Ontario Ombudsman.

Monitoring

This policy shall be reviewed as often as necessary and at least annually.

7. Definitions

(1) "Vexatious" means that the complaint or request for service is initiated with the intent to embarrass or annoy the receipt, or is part of a pattern of conduct by the complaint of requestor that amounts to an abuse of the complaint process or request for service.

(2) A "frivolous" complaint is one that has no serious purpose or value, about a matter so trivial or one so meritless on its face that investigation would be disproportionate in terms of time and cost.

(3) "Unreasonable" behaviour involves conduct that is unacceptable in all circumstances – regardless of how stressed, angry or frustrated an individual is, because it unacceptably comprises the health, safety and security of staff, other service users or the individual themselves. Further, requests or complaints that are incomprehensible, inflammatory or based on conspiracy theories are also considered unreasonable.

BY-LAW NO. 2020-43

Being a By-law to Direct Communication to a Committee of Council

WHEREAS Council is responsible pursuant to section 224 of the *Municipal Act, 2001* to represent the public and to consider the well-being and interests of the municipality, to develop and evaluate the policies and programs of the municipality, to determine which services the municipality provides, and to maintain the financial integrity of the municipality;

AND WHEREAS communications from certain persons and groups of ratepayers are causing unplanned direction of staff time and therefore expenditure of public funds;

AND WHEREAS ratepayers have a right to communicate with the municipality, but that where this right adversely affects municipal operations, Council may implement parameters around the communication to ensure that municipal operations can proceed without obstruction;

AND WHEREAS Council has passed and implemented By-Law 2020-42 Expected Conduct in an effort to deal with, in part, communication that has an adverse effect on operations;

NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of Township of Dubreuilville HEREBY ENACTS AS FOLLOWS:

1. That Council establish a **Communications Committee** with terms of reference to receive and vet communications from certain individuals and groups and to make recommendations to Council about how those communications should be responded to;

2. That the following Members of Council will constitute the **Communications Committee** _____

_____ *Full Term of Council all five members* _____

3. That the **Communications Committee** will be in place until the end of this term of Council and shall follow the Terms of Reference as per **Schedule "B"** hereto;

4. That the correspondence and communications from the individuals or groups identified in **Schedule "A"** hereto shall go directly to the **Communications Committee**;
5. That the **Communications Committee** will review the correspondence and communications from the above noted individuals and groups and will make recommendations to Council about how the correspondence should be dealt with;
6. That Council will receive the recommendations from the **Communication Committee** and will decide what action should be taken in responding to the communication;
7. That until Council directs staff, by resolution, to answer or otherwise act on the communication, that staff are hereby directed not to respond to communication from the individuals and entities listed in **Schedule "A"**, other than to acknowledge receipt and advise that it will be forwarded to the **Communications Committee** for consideration and Council thereafter for direction.
8. That individuals or groups who receive notification that they are being added to **Schedule "A"** to this by-law may appeal that decision to Council in writing within thirty (30) days of notification being sent.
9. That individuals or groups who are listed on **Schedule "A"** to this by-law may apply to Council for their names to be removed after a period of six (6) months after the date shown on **Schedule "A"**.

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

Read a First and Second Time this 2 day of September, 2020.

Bry Nantel
Mayor

Shelley B. Casey
CAO-Clerk

Read a Third Time and Finally Passed this _____ day of _____, 2020.

Mayor

CAO-Clerk

SCHEDULE A To By-Law to Direct Communications to a Committee

SCHEDULE B To By-Law to Direct Communications to a Committee

THE CORPORATION OF THE TOWNSHIP OF DUBREUILVILLE Communications Committee

TERMS OF REFERENCE

Mandate

The purpose of the Corporation of Township of Dubreuilville ("Dubreuilville") Communications Committee (the "Committee") is to receive and vet communications from certain ratepayers and groups and to make recommendations to Council about how those communications should be responded to.

Dubreuilville Council understands that ratepayers have a right to communicate with their local government; however, for a variety of reasons it is necessary to put parameters around such communications.

The Committee shall strive to develop and execute responses consistent with Dubreuilville's policies and procedures.

Roles & Responsibilities

The Dubreuilville Council hereby delegates to the Committee the following duties to be performed by the Committee on behalf of the Council:

- Review correspondence received by Dubreuilville and Dubreuilville Council from ratepayers
- To make recommendations to Dubreuilville Council about how the correspondence should be dealt with in a timely manner

Members and Composition

The Committee members shall know the purpose and goals of the Committee and the services it provides.

The Committee will consist of 5 members from Council and those members shall be appointed by Council.

The Committee will have 5 voting members, including the Chair of the Committee.

The Chair of the Committee shall also be appointed by Council.

The Committee will be supported by a municipal staff member as required from time to time.

Term

The term of the Committee member is in place until the end of the term of Council.

Committee Meetings

The Committee shall meet once a month, as needed, to review and prepare recommendations on communications received from ratepayers.

Any member of the Committee may call meetings of the Committee.

A quorum for all Committee meetings shall be 3 voting members.

Where consensus cannot be reached, motions shall be passed by a majority of voting members present.

Other

The Committee shall review the Terms of Reference at each new term of Council.

Accountability

The Committee shall report to Council by oral or written report at each Council meeting, as needed.

The Committee shall also maintain minutes of its meetings.