

# ORDRE DU JOUR Agenda

Séance régulière du conseil qui aura lieu à 18 h 30, le mercredi 8 janvier 2020 Regular Council meeting scheduled for Wednesday, January 8, 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 Léandre Moore				
Councillor Luc Lévesque				
CAO-Clerk				
Treasurer/Tax Collector				
Infrastructure Superintendant				
Misc. Staff				
Misc. Staff				

- 3. APPEL ET DÉCLARATION D'INTÉRÊT PÉCUNIAIRE DECLARATION OF CONFLICT
- 4. <u>ADOPTION DE L'ORDRE DU JOUR</u> <u>APPROVAL OF AGENDA</u>
- 5. ADOPTION DES PROCÈS-VERBAUX ADOPTION OF MINUTES
  - 5.1 Procès-verbal daté du 11 décembre 2019 de la réunion régulière du conseil municipal / Regular Municipal Council meeting minutes dated December 11, 2019; (Resolution)
- 6. <u>DÉLÉGATIONS</u> *DELEGATIONS*

## 7. CORRESPONDANCE CORRESPONDENCE

- 7.1 Lettre datée du 9 décembre 2019 de la Santé publique Algoma au sujet de l'avis de prélèvement municipal 2020 / Algoma Public Health 2020 Municipal Levy Notice; et / and (Information)
- 7.2 Lettre datée du 10 décembre 2019 du Canton de Johnson au sujet d'une demande de support concernant la maintenance annuelle et l'avenir des éditeurs de logiciels CentralSquare / Letter dated December 10, 2019 from the Township of Johnson with regards to a request for support concerning the Annual maintenance and the future of CentralSquare Software Companies; et / and (Support)
- 7.3 Lettre datée du 18 décembre 2019 de la Ville de Woodstock au sujet d'une demande de support concernant l'interdiction des sacs à provisions en plastique à usage unique / Letter dated December 18, 2019 from the City of Woodstock with regards to a request for support concerning the ban of single-use plastic handled shopping bags; (Support)

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

- 8.1 Rapport de conformité municipal 2019 pour le Canton de Dubreuilville du Bureau du commissaire des incendies et Gestion des urgences Ontario / Office of the Fire Marshal and Emergency Management Municipal Compliance Report 2019 for the Township of Dubreuilville; et / and (Resolution)
- 8.2 Vente de 120, chemin Magpie / Sale of 120 Magpie Road; et / and (Resolution)
- 8.3 2018-2022 nomination de représentants consultatifs pour diverses régies ministérielles municipales / 2018-2022 appointment of advisory representatives for various municipal departmental governance; et / and (Resolution)
- Arrêté-municipal no. 2018-50, étant un règlement pour nommer les membres du conseil et le personnel à divers comités et nommer un maire adjoint /By-law no. 2018-50, being a by-law to name members of council and staff to various committees and appoint a deputy-mayor, (Resolution)

# 9. <u>APPROBATION DES RÉGISTRES DE CHÈQUES APPOVAL OF CHECK REGISTER</u>

- 9.1 Rapport pour le Conseil (registre des chèques pour 2019) daté du 6 janvier 2020 (liste A Visa) / Council Board Report (cheque register for 2019) dated January 6, 2020 (list A Visa); et / and (Resolution)
- 9.2 Rapport pour le Conseil (registre des chèques pour 2019) daté du 6 janvier 2020 (liste B) / Council Board Report (cheque register for 2019) dated January 6, 2020 (list B); et / and (Resolution)
- 9.3 Rapport pour le Conseil (registre des chèques pour 2020) daté du 6 janvier 2020 (liste C Visa) / Council Board Report (cheque register for 2020) dated January 6, 2020 (list C Visa); et / and (Resolution)
- 9.4 Rapport pour le Conseil (registre des chèques pour 2020) daté du 6 janvier 2020 (liste D) / Council Board Report (cheque register for 2020) dated January 6, 2020 (list D); (Resolution)

### 10. <u>RÉGLEMENTS</u> <u>BY-LAWS</u>

- 10.1 Arrêté-municipal no. 2020-01, étant un règlement visant à confirmer les travaux du Conseil de la Corporation du Canton de Dubreuilville à sa séance régulière tenue le 8 janvier 2020 / By-Law No. 2020-01, 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 January 8, 2020; et / and (Resolution)
- 10.2 Arrêté-municipal no. 2020-02, étant un règlement pour autoriser l'exécution de la convention d'achat et de vente ci-jointe entre la Corporation du Canton de Dubreuilville et Judy Dubreuil / By-Law No. 2020-02, being a By-law to authorize the execution of the attached Agreement of Purchase and Sale between the Corporation of the Township of Dubreuilville and Judy Dubreuil; et / and (Resolution)
- 10.3 Arrêté-municipal no. 2020-03, êtant un règlement pour conclure un protocole d'entente avec la Corporation de la Municipalité de Wawa pour entreprendre la Coopérative "Northern Information Technology Geomatics" et fournir des services connexes à chaque partenaire participant / By-Law No. 2020-03, being a By-law to enter into a Memorandum of Understanding with the Corporation of the Municipality of Wawa to undertake the Northern Information Technology Geomatics Cooperative and provided related services to each participating partner; et / and (Resolution)
- 10.4 Arrêté-municipal no. 2020-04, étant un règlement pour conclure un accord de licence de co-implantation avec Alamos Gold Inc. Mine

"Island Gold" pour l'installation et l'opération d'équipements de télécommunications sans fil dans notre tour municipale au 4 chemin Bell / By-Law no. 2020-04, being a by-law to enter into a Co-Location License Agreement with Alamos Gold Inc. — Island Gold Mine for the installation and operation of wireless telecommunications equipment within our municipal tower at 4 Bell Road; (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 December 11, 2019 at 6:30 p.m. Council Chambers

PRESENT: Mayor, B. Nantel

> Councillor C. Croft Councillor, H. Perth Councillor, L. Moore

STAFF:

CAO-Clerk, Shelley B. Casey

Mayor, Beverly Nantel called the meeting to order at 6:30 p.m. Councillor Moore declared a pecuniary interest and vacated his seat during item 9.2 List B.

19-375

Moved by:

Councillor Perth

Seconded by: Councillor Croft

Whereas that the agenda for the regular municipal council meeting dated December 11, 2019 be adopted as submitted, with the addition of:

- 11.1 Cancellation of the regular municipal council meeting scheduled for December 25, 2019.

### Carried

19-376

Moved by:

Councillor Croft

Seconded by: Councillor Perth

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

- Regular Municipal Council meeting minutes dated November 27, 2019.

### Carried

19-377

Moved by:

Councillor Moore

Seconded by: Councillor Croft

Whereas that the following be received as information only:

8.1 Algoma Public Health board of health meeting minutes dated October 23, 2019; and

8.2 Algoma District Services Administration Board meeting minutes dated October 24, 2019.

Moved by:

Councillor Perth

Seconded by: Councillor Moore

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to support the attached letter dated November 25, 2019 from the Corporation of the Town of Amherstburg with regards to declaration of climate emergency.

### **DEFEATED**

19-379

Moved by:

Councillor Perth

Seconded by: Councillor Croft

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to support the attached letter dated November 25, 2019 from the Corporation of the Town of Amherstburg with regards to joint and several liability consultation.

### Carried

19-380

Moved by:

Councillor Perth

Seconded by: Councillor Croft

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to authorize the following individual(s) to attend the Come North Planning Conference to be held in Thunder Bay on February 18 to 20, 2020, as per attached agenda package:

- Mayor, Beverly Nantel

- CAO-Clerk, Shelley B. Casey

#### Carried

19-381

Moved by:

Councillor Moore

Seconded by: Councillor Croft

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to receive and approve with regrets the attached council report dated November 26, 2019 from the Fire Chief with regards to the resignation of volunteer firefighter, Daniel Tremblay.

### Carried

19-382

Moved by:

Councillor Croft

Seconded by: Councillor Perth

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to authorize municipal staff to work alongside OCWA and make application to the Investing in Canada Infrastructure Plan (ICIP) Green Stream Intake to obtain funding to address critical water, wastewater and stormwater rehabilitation and replacement projects, which have been identified as important health and safety issues that require improvements to ensure our community's continuous infrastructure reliability.

Moved by:

Councillor Croft

Seconded by: Councillor Perth

Whereas that the following persons who have signified in writing that they are legally qualified to hold office of Councillor and consented to accept the Office if they are appointed to fill the vacancy of Councillor, be considered for appointment to fill such vacancy:

### - Luc Lévesque

Therefore, be it resolved that the Council of the Corporation of the Township of Dubreuilville hereby wishes to declare Luc Lévesque to be elected by Council with 4 votes; and

Furthermore that a by-law confirming the appointment shall be enacted by Council as soon as possible, appointing the successful nominee to the Office of Councillor until the end of the term of the present Council.

### Carried

19-384

Moved by:

Councillor Perth

Seconded by: Councillor Moore

Whereas that the attached Council Board Report (cheque register for 2019, list A - Visa) dated December 6, 2019 in the amount of \$17,596.01, be approved for payment.

#### Carried

Councillor Moore declared a pecuniary interest, vacated his seat and abstained from voting on resolution 19-385.

19-385

Moved by:

Councillor Perth

Seconded by: Councillor Croft

Whereas that the attached Council Board Report (cheque register for 2019, list B) dated December 6, 2019 in the amount of \$12,563.54, be approved for payment.

#### Carried

### Councillor Moore returned to his seat.

19-386

Moved by:

Councillor Moore

Seconded by: Councillor Croft

Whereas that the attached Council Board Report (cheque register for 2019, list C) dated December 6, 2019 in the amount of \$1,540,946.46, be approved for payment.

Moved by:

Councillor Perth

Seconded by: Councillor Croft

Whereas that By-Law No. 2019-65, 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 December 11, 2019, be adopted.

### Carried

19-388

Moved by:

Councillor Perth

Seconded by: Councillor Croft

Whereas that By-Law No. 2019-66, being a By-law to fill a vacancy in the office of members of Council for the Corporation of the Township of Dubreuilville, be adopted as presented.

### Carried

19-389

Moved by:

Councillor Perth

Seconded by: Councillor Moore

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to cancel the regular municipal council meeting set for Wednesday, December 25, 2019.

### Carried

19-390

Moved by:

Councillor Croft

Seconded by: Councillor Perth

Whereas that this regular municipal council meeting dated December 11, 2019 hereby adjourn at 7:06 p.m.

Mayor	CAO/Clerk



December 9, 2019

Shelley Casey
The Township of Dubreuilville
P.O. Box 367
23 Rue De Pins
Dubreuilville, ON P0S 1B0

#### **RE: 2020 MUNICIPAL LEVY NOTICE**

Please find enclosed your municipality's share of the Algoma Public Health (APH) 2020 levy assessment for mandatory cost-shared public health programs.

Municipalities in Ontario have a long history of supporting a strong publically funded public health system. Your levy assessment helps to support the delivery of public health programs and services throughout the District of Algoma.

Section 72 (1) of the Health Protection and Promotion Act (HPPA) states that the obligated municipalities in a health unit shall pay,

- (a) The expenses incurred by or on behalf of the board of health of the health unit in the performance of its functions and duties under the Act or any other Act; and
- (b) The expenses incurred by or on behalf of the medical officer of health of the board of health in the performance of his or her functions and duties under the Act or any other Act.

In April 2019, the provincial government announced fundamental changes in the way public health will be funded in Ontario. Specifically, as of January 1, 2020 the provincial funding share will decrease from 75% to 70% while the portion municipalities contribute will increase. Additionally, the majority of programs that were previously 100% provincially funded will now be cost-shared. To help provide additional stability as municipalities begin to adapt to shifting funding models, the provincial government has indicated that they will be providing one-time mitigation funding in 2020 to assist all public health units and municipalities to manage this increase. Municipalities will be protected from any cost increases resulting from this new cost-sharing formula by capping the increase at no more than 10% of existing municipal costs (based on 2018 expenditures).

The Board of Health for the District of Algoma Health Unit has approved a budget which results in a 7.6% increase in the Municipal Levy for the 2020 operating year relative to 2019. Your apportionment of the levy is based on 2016 Census data provided by Statistics Canada. APH's approved operating budget reflects a 4.4% overall increase relative to 2019. This overall increase in our budget is primarily a result of additional100% funding from the province for the new Seniors Low Income Dental program. Details of APH's 2020 Public Health Operating and Capital Budget are available on Algoma Public Health's website at <a href="https://www.algomapublichealth.com/about-us/financials/">www.algomapublichealth.com/about-us/financials/</a>.

Blind River
P.O. Box 194
9B Lawton Street
Blind River, ON POR 1B0
Tel: 705-356-2551

TF: 1 (888) 356-2551 Fax: 705-356-2494 Elliot Lake 50 Roman Avenue Elliot Lake, ON P5A 1R9 Tel: 705-848-2314

Tel: 705-848-2314 TF: 1 (877) 748-2314 Fax: 705-848-1911 Sault Ste. Marie 294 Willow Avenue Sault Ste. Marie, ON P6B 0A9 Tel: 705-942-4646

TF: 1 (866) 892-0172 Fax: 705-759-1534 **Wawa** 18 Ganley Street Wawa, ON POS 1K0 Tel: 705-856-7208 TF: 1 (888) 211-8074

Fax: 705-856-1752

The Board continues to take steps to control costs while delivering programs and services outlined in *the Ontario Public Health Standards* to clients within the District of Algoma.

The 2020 municipal levy does not yet represent 30% of the approved allocation of the cost-sharing formula to municipalities due to the application of the provincial mitigation dollars. If the mitigation adjustment is not continued in future years municipalities can expect further increases in their annual levy even if there are no further increases to our operating expenses.

The total 2020 levy amount for The Township of Dubreuilville is \$22,303. This amount is due and payable in four equal installments on the first day of each quarter. APH strives to provide quality public health services in an efficient and cost effective manner. We greatly appreciate and thank you for your support.

Please feel free to contact me if you have any further questions.

Yours truly,

Justin Pino

Chief Financial Officer Algoma Public Health

jpino@algomapublichealth.com

/ma

Enclosure

	Change   % Change							
2020 Municipal Levy	POP 2016	2020 Rate	2020 Levy	2019 Rate	2019 Levy	in Net	in Net	Apportionment
	Census					Amount	Amount	of Costs
CITIES								
Sault Ste. Marie	73,368	36.38	2,669,377	33,80	2,479,977	189,400	7.64%	70.46%
Elliot Lake	10,741	36.38	390,795	33.80	363,066	27,729	7.64%	10.32%
TOWNS								
Blind River	3,472	36.38	126,324	33,80	117,360	8,963	7.64%	3.33%
Bruce Mines	582	36.38	21,175	33.80	19,673	1,502	7.64%	0,56%
Thessalon	1,286	36.38	46,789	33.80	43,469	3,320	7.64%	1.24%
VILLAGES/MUNICIPALITY								
Hilton Beach	171	36.38	6,222	33.80	5,780	441	7.64%	0.16%
Huron Shores	1,664	36.38	60,542	33.80	56,246	4,296	7.64%	1.60%
<u>TOWNSHIPS</u>								
Dubreuilville	613	36.38	22,303	33,80	20,721	1,583	7.64%	0,59%
Jocelyn	313	36.38	11,388	33.80	10,580	808	7.64%	0.30%
Johnson	751	36.38	27,324	33.80	25,385	1,939	7.64%	0.72%
Hilton	307	36.38	11,170	33.80	10,377	793	7.64%	0.29%
Laird	1,047	36.38	38,094	33.80	35,391	2,703	7.64%	1.01%
MacDonald, Meredithand Aberdeen Add'l	1,609	36.38	58,541	33.80	54,387	4,154	7.64%	1.55%
Wawa (formerly Michipicoten)	2,905	36.38	105,694	33.80	98,195	7,500	7.64%	2.79%
The North Shore	497	36.38	18,083	33,80	16,800	1,283	7.64%	0.48%
Plummer Add'l	660	36.38	24,013	33.80	22,309	1,704	7.64%	0.63%
Prince	1,010	36.38	36,747	33.80	34,140	2,607	7.64%	0.97%
St. Joseph	1,240	36.38	45,116	33.80	41,914	3,201	7.64%	1.19%
Spanish	712	36.38	25,905	33.80	24,067	1,838	7.64%	0.68%
Tarbutt & Tarbutt Add'l	534	36.38	19,429	33.80	18,050	1,379	7.64%	0.51%
White River	645	36.38	23,467	33.80	21,802	1,665	7.64%	0.62%
Total	104,127		3,788,497		3,519,690	268,807	7.64%	100.00%

Note:

Population from 2016 CENSUS per Stats Canada

### Algoma Public Health 2020 Levy Payment Schedule

<del></del>	TOTALLEVA	First	Second	Third	Fourth
	TOTAL LEVY	Quarter	Quarter	Quarter	Quarter
CITIES					
CITIES					
Sault Ste. Marie	2,669,377	667,344.25	667,344.25	667,344.25	667,344.25
Elliot Lake	390,795	97,698.75	97,698.75	97,698.75	97,698.75
TOWNS					
Blind River	126,324	31,581.00	31,581.00	31,581.00	31,581.00
Bruce Mines	21,175	5,293.75	5,293.75	5,293.75	5,293.75
Thessalon	46,789	11,697.25	11,697.25	11,697.25	11,697.25
VILLAGES/MUNICIPALITY					
Hilton Beach	6,222	1,555.50	1,555.50	1,555.50	1,555.50
Huron Shores	60,542	15,135.50	15,135.50	15,135.50	15,135.50
TOWNSHIPS					
Dubreuilville	22,303	5,575.75	5,575.75	5,575.75	5,575.75
Jocelyn	11,388	2,847.00	2,847.00	2,847.00	2,847.00
Johnson	27,324	6,831.00	6,831.00	6,831.00	6,831.00
Hilton	11,170	2,792.50	2,792.50	2,792.50	2,792.50
Laird	38,094	9,523.50	9,523.50	9,523.50	9,523.50
MacDonald, Meredith and Aberdeen Add'l	58,541	14,635.25	14,635.25	14,635.25	14,635.25
Wawa (formerly Michipicoten)	105,694	26,423.50	26,423.50	26,423.50	26,423.50
The North Shore	18,083	4,520.75	4,520.75	4,520.75	4,520.75
Plummer Add'l	24,013	6,003.25	6,003.25	6,003.25	6,003.25
Prince	36,747	9,186.75	9,186.75	9,186.75	9,186.75
St. Joseph	45,116	11,279.00	11,279.00	11,279.00	11,279.00
Spanish	25,905	6,476.25	6,476.25	6,476.25	6,476.25
Tarbutt & Tarbutt Add'l	19,429	4,857.25	4,857.25	4,857.25	4,857.25
White River	23,467	5,866.75	5,866.75	5,866.75	5,866.75
	\$3,788,497	\$947,124.50	\$947,124.50	\$947,124.50	\$947,124.50



The Office of Chris Wray, AMCT

1 Johnson Drive, Box 160 Desbarats - Ontario - POR 1EO
Phone (705) 782–6601 Fax (705) 782–6780
cwray@johnsontownship.ca

CentralSquare Technologies 1000 Business Center Drive Lake Mary, FL USA 32746

Attention: Mr. Simon Angove - Chief Executive Officer

December 10, 2019

Dear Mr. Angove:

### Re: Annual Maintenance & The Future of CentralSquare Software Companies

Yesterday, I received a request to participate in a survey by CentralSquare Technologies. Our municipality currently uses your USTI Product (Asyst). Your request to participate in the survey was completed. After doing this and reviewing our annual software maintenance invoice, I thought that I would take the time to follow up on two matters.

First, the receipt of our annual software maintenance invoices for your USTI Product is confusing. The invoice itself contains sixteen (16) separate lines, apparently listed by module. The invoice includes a column that lists the number of units. The invoice lacks any further explanation on what is included in the maintenance fee and what a "unit" is; I am assuming that a "unit" is a license but cannot be sure. I would think that it would be a good practice to have our account rep contact us to discuss the invoice before it is issued or include an explanatory letter. It may even make sense to include a complimentary description of the services provided for the maintenance fee for each module. After working in the software industry for eleven (11) years I understood that the annual maintenance fee was partly charged to ensure product enhancements and other improvement that were to make the software more efficient or easier to use. I see neither in the USTI product.

Secondly, now that CentralSquare has purchased the majority of municipal software companies, at least those that are well represented in Ontario, I would like to understand a bit better just what the future holds for the users. I wonder if you might note the following:

1. What are the future plans / reasons for holding software companies that offer similar products or services to municipalities? It does not appear to make sense for example, to maintain companies offering the same or similar products when one company could provide the same product or service as two or more companies. Further, my colleagues have told me that there is a distinct change in the approach of product upgrades and changes.

- 2. At one time, USTI had an annual conference and VADIM (iCity) had regional conferences. These were invaluable sessions that provided good advice and working seminars that enabled users to better use the software available to them. That has all changed and in the last few months users have received invites to CentralSquare Conferences in Las Vegas and Vancouver, Canada. Your smaller users, including those in Ontario, operate municipalities that are hyper-sensitive to budgets. Trying to justify to a Council why the staff responsible should go to Las Vegas or Vancouver might be an exercise in futility. This clearly then disenfranchises those users; yet they pay the same maintenance fees.
- 3. The Municipal Sector in Ontario is undergoing a change with respect to a focus on "modernization". The Province of Ontario has an expectation that municipalities will be efficient with the tax dollars that they collect. Our customers (ratepayers) want cost effective and efficient services. It appears to be fairly obvious that the use of information technology likely holds the key to the majority of efficiencies. As Tim O'Reilly said; "What new technology does is create new opportunities to do a job that customers want done." Thus, stability within any aspect of the information technology industry is vitally important for our future. Will CentralSquate Technologies and its companies play a role in this stability? Or do municipalities have to look elsewhere?

I realize that these issues may be difficult to hear and perhaps I am misinformed, but it is imperative that municipalities like the Township of Johnson understand what the future holds; particularly on the technology that it has come to depend upon.

I am looking forward to your response.

Best Regards,

Chris Wray, AMCT

Cc:

CentralSquare Municipal Customers (Ontario)

The Ontario Ministry of Municipal Affairs and Housing - Sudbury, ON

The Municipal Financial Officers Association (Ontario)

The Association of Municipal Managers, Clerks and Treasurers of Ontario



Office of the City Clerk Woodstock City Hall P.O. Box1539 500 Dundas Street Woodstock, ON N4S 0A7 Telephone (519) 539-1291

December 18, 2019

The Honourable Jeff Yurek, Minister of Environment, Conservation and Parks College Park 5th Flr, 777 Bay St, Toronto, ON M7A 2J3

### Re: Ban of Single-Use Plastic Handled Shopping Bags

Please be advised that the Council of the Corporation of the City of Woodstock passed the following resolution at its regular Council meeting held on December 12, 2019:

"That Woodstock City Council continue to support the single-use plastic handled shopping bag ban in principle but defer a decision regarding implementation until the Provincial and/or Federal governments have announced their decision and plans for a ban;

And further that Woodstock City Council supports a harmonized ban of single-use plastic shopping bags across the Province of Ontario;

And further that staff be directed to participate in the consultations with the Minister of Environment, Conservation and Parks with respect to the new producer responsibility model for the Blue Box Program, including discussing solutions with respect to single-use plastic shopping bags;

And further that Council pre-approve \$5,000 in the 2020 revenue fund budget in order for the Woodstock Environment Advisory Committee to undertake a public education campaign to educate and encourage Woodstock residents to reduce the use and consumption of single-use plastic shopping bags;

And further that this resolution be circulated to the Minister of Environment, Conservation and Parks and all Ontario municipalities."

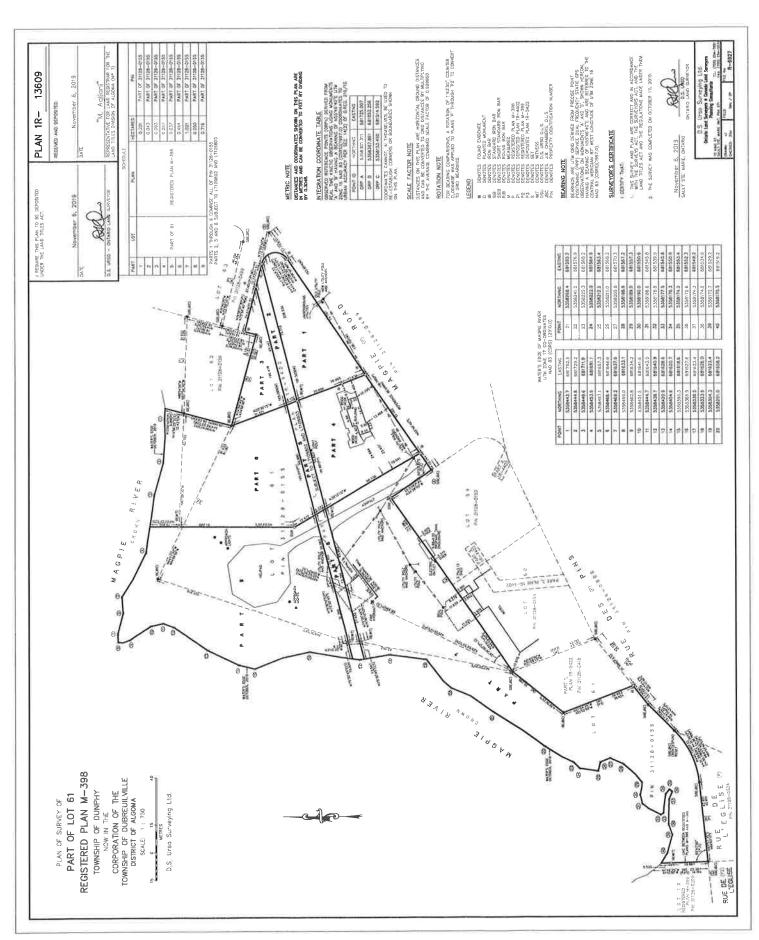
Yours Truly,

AHUL.

Amelia Humphries, B. Math, M.P.A.

City Clerk

c: All Ontario municipalities





### 1. ADMINISTRATION / FINANCE

Hélène Perth

### 2. Infrastructure Services

Hermyle Langlois

### 3. HEALTH and SAFETY

Léandre Moore

### 4. PARKS and RECREATION

**Chantal Croft** 

#### General Government

- Chief Administrative Officer/Clerk
- Treasurer
- Personnel
- Legal

### Planning and Development

- Planning and Zoning
- Commercial, Industrial and Residential Development
- Community and Economic Development
- Agriculture and Reforestation

### Social and Family Services

- General Assistance
- Assistance to Aged Persons
- Assistance to Children
- Day Nurseries

### **Transportation Services**

- Roadways
- Winter Control
- Parking
- Street Lighting

### **Environmental Services**

- Sanitary Sewer System
- Storm Sewer System
- Waterworks System
- Garbage Collection
- Pollution Control

### **Protection to Persons Property**

- Fire
- Police
- By-Law Enforcement
- Building Control
- Protective Inspection Control
- Emergency Planning

### **Health Services**

- Public Health Services
- Public Health Inspection Control
- Hospitals
- Ambulance Services
- Cemeteries

### **Recreation, Cultural Services**

- Parks and Recreation
- Library
- Volunteers
- Other Cultural Activities

### **COUNCIL RESOLUTION**



Moved By: Leard	re_	DATE: <u>Ja</u>	nuary 23, 2019
Seconded By: Helen	e)	Resolution No.	19-022
Whereas that members of council is departmental governance as per att			various municipal
Carried	Defeated		Deferred
RECORDED VOTE:	YES	NO	
Councillor Chantal Croft Councillor Hermyle Langlois Councillor Léandre Moore Councillor Hélène Perth Mayor Beverly Nantel			

Declaration of Pecuniary Interest and General Nature Thereof:



### By-Law No. 2018-50

### A By-Law to Name Members of Council and Staff to Various Committees and appoint a Deputy-Mayor

WHEREAS the Council of the Corporation of the Township of Dubreuilville has established various committees and is also subject to participation on Committees, Boards and Agencies external to its own operations; and

WHEREAS during the absence of the Mayor it is desirable to name a Deputy-Mayor to attend to the duties and responsibilities of the Mayor during such absences; and

WHEREAS it is desirable to name Council Members and Staff to such Committees, Boards and Agencies and further name a Deputy-Mayor for purposes of notification and liability insurance.

## NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF DUBREUILVILLE ENACTS AS FOLLOWS

- 1) That Municipal Council will be represented on the following Committees, Boards and Agencies by the member(s) of Council and Staff so named as shown on the attached Schedule 'A';
- 2) That in the absence of the Mayor the following shall act as Deputy-Mayor for the years shown during the term of Council (December 1, 2018 to November 14, 2022);

Councillor Chantal Croft December 1, 2018 to November 30, 2019
Councillor Hélène Perth December 1, 2019 to November 30, 2020
Councillor Léandre Moore December 1, 2020 to November 30, 2021
Councillor Hermyle Langlois December 1, 2021 to November 14, 2022

3) That in the event the Deputy-Mayor designated for the affected period is unavailable the Councillor serving as Deputy-Mayor in the preceding time period shall serve as Deputy-Mayor and in the event that Councillor is unavailable the process will continue on the basis of preceding Deputy-Mayor.

Read a first, second and third time, enacted and passed this 12<sup>th</sup> day of December 2018.

Beverly/Nantel, Mayor

Shelley B. Casey, CAO-Clerk

# Committees of Council - Schedule 'A' By-Law 2018-50

Carrefour Santo	Hermyle Langlois Councillors CAO-Clerk	North East Superior Mayor's Group	Beverly Nantel Mayor CAO-Clerk	Algoma District Municipal Association (ADMA)	Beverly Nantel Mayor Chantal Croft Councillor CAO-Clerk
Health and Safety Committee	Léandre Moore Councillor All municipal departments staff	Accessibility Advisory Committee	Léandre Moore Hermyle Langlois Councillors CAO-Clerk Clerical Office Worker	Strongman Challenge Dubreuilville Committee	Chantal Croft Hélène Perth Councillors Leisure and Cultural Services Director
Committee of Adjustment	See By-Law No. 2014-06	Hall of Fame Committee	Beverly Nantel Mayor Hermyle Langlois Councillor CAO-Clerk Leisure and Cultural Services Director	Recreation Committee	Chantal Croft Hélène Perth Councillors Leisure and Cultural Services Director
Algoma District Social Administration Board (ADSAB)	Hornepayne Representative Area 1	North Algoma Health System Collaborative	Beverly Nantel Mayor	Dubreuilville Public Library Board	Chantal Croft Councillor Resource Centre Clerk
Corporation du développement économique et communautaire of Dubreuilville (CDEC)	CAO-Clerk	Magpie Forest Co- Management Committee (LCC) eSFL (Magpie-	Beverly Nantel Mayor CAO-Clerk	Algoma Kiniwabi Travel Association	Economic Development Officer
Emergency Awareness Committee	Léandre Moore Hermyle Langlois Councillors CAO-Clerk / CEMC Treasurer-Tax Collector / Alternate CEMC Infrastructure Superintendent Fire Chief	Martel) Forest Main Group			
x					

### **COUNCIL RESOLUTION**



Moved By:	Councillor Perth	
-----------	------------------	--

DATE:

December 12, 2018

Seconded By: Councillor Langlois

Resolution No.

18-369

Whereas that By-Law No. 2018-50, being a By-law to name members of council and staff to various committees and appoint a Deputy-Mayor, be adopted, with the addition of Hermyle Langlois to the Emergency Awareness Committee.

CERTIFIED COFY

Clerk, Township of Dubreuilville

Carried	Defeated	:	Deferred
RECORDED VOTE:	YES	NO	
Councillor Chantal Croft Councillor Hermyle Langlois	_		
Councillor Léandre Moore			
Councillor Hélène Perth	-		
Mayor Beverly Nantel	-		

Declaration of Pecuniary Interest and General Nature Thereof:

### **Council Board Report**

1

Vendor: 1372101 to ZOOCAS01

Fund:





AP5200

Date Range:

07-Jan-2020 to 07-Jan-2020

Sequence by: Cheque No Fund No. Masked: No

Vendor Name	Cheque No.	Cheque Date	Purpose Amount Alloc	ated to Fund
Algoma Office Equipment	1060	07-Jan-2020	Admin - Photocopies - Nov 15 to Dec 14/2019	584.89
Algoma Power Inc.	1061	07-Jan-2020	Hydro - November 2019 - Fire Department	9,138.84
Amazon.ca	1062	07-Jan-2020	Ressource Centre - Supplies Office - Hygloss - C	202.58
Archambault	1063	07-Jan-2020	Library - Purchase Books & Dvds	244.30
Canada Post Corporation	1064	07-Jan-2020	Admin - Supplies Postage - Flyers	48.18
CTRL2MARKET (1887486 Ontario Inc.)	1065	07-Jan-2020	Public Work Truck - Supplies Gas - Dec3/2019	946.69
Donald L. Davidson Fuels Ltd.	1066	07-Jan-2020	Garage - Supplies Fuel - Dec 18/2019	794.65
DIRECTDIAL.com	1067	07-Jan-2020	Fire Department & Recreation Department - Buyi	3,778.72
Minister of Finance	1068	07-Jan-2020	OPP Service - November 2019	9,286.00
ONTERA	1069	07-Jan-2020	A/R - Library - Internet Service - December 2019	73.39
Staples Business Depot	1070	07-Jan-2020	Admin - Supplies Office - Mouse Pad	1,029.49
TBAYtel	1071	07-Jan-2020	Cell Phone usage - Dec10/2019 to Jan9/2020	22.60
ViaNet	1072	07-Jan-2020	Monthly Fees - December 2019	116.27
			Total:	26,266.60

### **Council Board Report**

Vendor: 1372101 to ZOOCAS01 Fund: 1

GENERAL FUND



18-Dec-2019 to 06-Jan-2020 Date Range:

Sequence by: Cheque No Fund No. Masked: No

AP5200

Vendor Name	Cheque No.	Cheque Date	Purpose Amount Allo	cated to Fund
Lacroix Enterprises Ltd.	5132	18-Dec-2019	Credit - Strongman - Supplies - Pop & Water & C	2,229.79
Desormeaux, Diane	5133	20-Dec-2019	Council - Supplies P/R - Meals - X-Mas Dinner 20	375.00
Villeneuve Construction Co Ltd	5134	20-Dec-2019	A/R - Municipal Water & Sewage Services - Cert	547,990.23
J.Provost Contracting Ltd.	5135	31-Dec-2019	Water Distribution - Water Service Replacement	281,616.36
Acklands - Grainger Inc.	5136	06-Jan-2020	Fire Dept Buying Equipment - Fire Hose 2.5"	2,042.45
Eighty-Five Electric	5137	06-Jan-2020	Arena - Labour - Change Canopy Lights	3,918.72
FOTENN Consultants Inc.	5138	06-Jan-2020	Planning / Zoning - Misc. Service Professional - :	2,260.00
J.Provost Contracting Ltd.	5139	06-Jan-2020	Water Distribution - Labour - Dig Cable to install	10,839.13
MTE ParalegalProfessional Corp	5140	06-Jan-2020	Admin - Misc Service Professional - Assessment	549.18
Nadeau, Sylvie	5141	06-Jan-2020	Fire Depart Supplies P/R - Recognition - Troph	91.00
O.M.E.R.S.	5142	06-Jan-2020	OMERS - Remittance - December 2019	8,260.24
Praxair Canada Inc.	5143	06-Jan-2020	Garage - Cylinder Rental	38,27
Public Sector Digest	5144	06-Jan-2020	Admin - Asset Manager - AMP # 4	9,716.59
SPI Health and Safety Inc.	5145	06-Jan-2020	Fire Dept. & Fire Hall - Analysis Air Compressor	1,778.51
Telizon Inc.	5146	06-Jan-2020	Monthly Business Lines / Internet / Long Distanc	6.54
TREMBLAY,NICOLE	5147	06-Jan-2020	A/R - Refund - Tax & Utility Billing	166.58
Umbrasas, Madelaine	5148	06-Jan-2020	PW Dept Change Zipper on Coat	27.75
Wishart Law Firm LLP	5149	06-Jan-2020	Admin - Misc. Service Lawyer - General Matters	462.74
			Total:	872,369.08

### **Council Board Report**

Vendor: 1372101 to ZOOCAS01

Fund: 1

**GENERAL FUND** 

Page:

Date Range:

AP5200

09-Jan-2020 to 09-Jan-2020

Sequence by: Cheque No Fund No. Masked:

Vendor Name	Cheque No.	Cheque Date	Purpose Amount Alloc	ated to Fund
EDCO Awards of Excellence	1073	09-Jan-2020	Economic Development - Travelling Expenses - I	1,087.06
			Total:	1,087.06

### **Council Board Report**

Vendor: 1372101 to ZOOCAS01 Fund:

1 GENERAL FUND



AP5200

08-Jan-2020 to 08-Jan-2020 Date Range:

Sequence by: Cheque No Fund No. Masked: No

Vendor Name	sel.	Cheque No.	Cheque Date	Purpose Amount Alloc	ated to Fund
AMCTO		5150	08-Jan-2020	Admin - Subscription 2020	457.65
Association Française des Municipalités de l'Ontario		5151	08-Jan-2020	Admin - Subscription Association 2020	395.50
Association of Mun. of Ontario		5152	08-Jan-2020	Admin - AMO Membership - Jan to Dec 2020	782,13
MEPCO		5153	08-Jan-2020	Admin - Municipal Pension Contribution 2020	35.60
Mun. Property Assessment Corp.		5154	08-Jan-2020	Admin - 1st Quarter Service - Support MPAC	2,582.00
Ontario Ass. of Fire Chiefs	- 5	5155	08-Jan-2020	Fire Department - Subcription Association - OAF	288.15
Pilon, Melanie		5156	08-Jan-2020	Economic Development - Travelling Expenses - I	1,151.50
Vadim Computer Management Group		5157	08-Jan-2020	Vadim - Annual Support 2020	11,100.62
				Total:	16,793.15



### By-Law No. 2020-01

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 January 8, 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 January 8, 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 January 8, 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.

READ a first, second and thir	rd time and be finally passed this 8 <sup>th</sup> day of January, 2020.
MAYOR	
	48
CAO-CLERK	
CAO-CLERK	



### By-Law No. 2020-02

Being a By-law to authorize the execution of the attached Agreement of Purchase and Sale between the Corporation of the Township of Dubreuilville and Judy Dubreuil

**THE COUNCIL** of the Corporation of the Township of Dubreuilville pursuant to s. 9 of the *Municipal Act*, 2001, SO 2001, c. 25 enacts as follows:

4	Ex. 0.01	4:00	٦.	Daa.	
Ι.	Execu	uuon	OI	DOCL	ument

The Mayor and CAO-Clerk are hereby authorized for and in the name of the Corporation of the Township of Dubreuilville to execute and affix the seal of the Corporation of the Township of Dubreuilville to the Agreement of Purchase and Sale attached as Schedule "A" hereto;

2. Schedule "A"

Schedule "A" forms part of this By-Law.

3. Effective Date

CAO-CLERK

This By-Law takes effect on the date of its first passing.

READ a first, second and third time and be finally passed this 8 <sup>th</sup> day of January, 2020	
MAYOR	

### AGREEMENT OF PURCHASE AND SALE (FOR USE IN THE PROVINCE OF ONTARIO)

**PURCHASER**, JUDY DUBREUIL agrees to purchase from THE CORPORATION OF THE TOWNSHIP OF DUBREUILVILLE (**VENDORS**) the following land:

Civic Address: 120 Magpic Road, Dubreuilville, ON, and legally described as PCI, 9740 STC AWS: L1 61 PL M398 DUNPHY EXCEPT PT 1 1R5422: S/1 LT109802, LT109802: DUBREUILVILLE PIN: 31128-0155 (LF) ("Property") — The Property description will change based upon the first survey noted below in the conditions and the Parties will cooperate with counsel is casure the property updated legal description is inserted herein and that legal description will be the "Property ultimately transferred to the PURCHASER).

PART 4,5,6 of PLAN 1K-13609

PURCHASE PRICE: FHIRTY THOUSAND DOLL ARS (CDN\$30,000,00),

The Purchaser agrees to pay the Purchase Price, subject to adjustments, in cash or by certified cheque, to the Vendors on the Completion Date of this transaction.

JD

TOWN

#### CONDITIONS:

- Right at any time prior to closing to assign the within Offer to any person, person or
  corporation either existing or to be incorporated and upon delivery to the Vendor of
  notice of such an assignment, together with the assignee(s) covenant in favour of the
  Vendor to be bound hereby as the Purchaser, the assignee(s) shall be jointly and severally
  liable to observe and comply with the provisions of this Agreement.
- 2. The Vendors are selling the within land and property on an "as is, where is" basis and makes no representations or warranties to the Purchaser.
- 3. The Purchaser agrees to pay all legal fees & closing costs of the Vendors with the total fees owing to the Wishart Law Firm 1.1.P being charged for the two (2) sides of the deal, the transaction(s) being completed on consent of the parties both using the Wishart Law Firm LLP, for a total amount of \$1700, inclusive of disbursements and HST as set out in an email dated August 9, 2019.
- 4. The Purchaser will cover the cost of \$5,000 plus HST for the surveying of the desired land, property, building in question per GIS image attached as Schedule "A"
- 5. The Purchaser will cover the costs associated for required amendment applications to the official plan and zoning by-law, to reflect desired use of the building/property and obtain the Official Plan and Zoning By-law amendments approval prior to the transaction closing, with the transaction being extended as required on consent for these approvals to be granted.
- 6. D.S. Urso Surveying Ltd. shall complete the required surveying to divide the land as per quote provided dated August 6, 2019 with Option 2 as being preferred. Timeframe for completion of new survey plan shall be determined by the Surveyor and the transaction will be extended as required on consent for this surveying to be completed.

SCHEDULE(S) attached hereto form(s) part of this Agreement.

- CHATTELS INCLUDED: NONE
- 2. FIXTURES EXCLUDED: NONE

- (b) Any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility;
- (c) Any minor easements for the supply of domestic utility or telephone services to the Property or adjacent properties; and
- (d) Any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present use of the Property. If within the specified time referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Vendor or his Solicitor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objecting going to the root of title, Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.
- 11. DOCUMENTS AND DISCHARGE: Purchaser shall not call to produce any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Vendor. If requested by Purchaser, Vendor will deliver any sketch or survey of the Property within Vendor's control to Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/ Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Purchaser on the Completion Date, is not available in registrable form on the Completion Date, Purchaser agrees to accept Vendor's Solicitor's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same on title within a reasonable period of time after the Completion Date, provided that on or before the Completion Date the Vendor shall provide to Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on the Completion Date.
- 12. INSPECTION: Purchaser acknowledges having had the opportunity to inspect the Property prior to submitting this Offer and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Purchaser and Vendor.
- 13. INSURANCE: All buildings on the Property and all other things being purchased shall be and remain until the Completion Date at the risk of Vendor. Pending the Completion Date, Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Purchaser may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on the Completion Date. If Vendor is taking back a Charge/Mortgage, or Purchaser is assuming a Charge/Mortgage, Purchaser shall supply Vendor with reasonable evidence of adequate insurance to protect Vendor's or other mortgagee's interest on the Completion Date.
- 14. PLANNING ACT: This Agreement shall be effective to create an interest in the Property only if Vendor complies with the provisions of the Planning Act by the Completion Date and Vendor covenants to proceed diligently at his expense to obtain any necessary consent by the Completion Date

25. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

26. ACKNOWLEDGEMENT: The parties hereto acknowledge having received a signed copy of the accepted Agreement of Purchase and Sale.

The Vendors and Purchasers agree that the signatures and/or initials on this Agreement or its acceptance, rejection or modification, can be transmitted by FAX, or similar electronic transmission, and that communication by such means will be legal and binding on all parties.

DATED Syrt	13th	2019		
.)		(	(	, 
Witness		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Judy Dubreuil	(Purchaser)

WE, the Vendors, agrees to the above Offer.

Bugate Viembley	Shelles Casey (CAQ) Clerk)
Big HE Trewelly.	Suzinne Bouchard (Treasurer)  THE GOLDONASHIP

THE TOWNSHIP OF DUBBEUILVILLE P.O. BOX 367

DUBREUILVILLE, ONTARIO

POS 180

Solicitor for Purchaser: Steven G. Shoemaker

Wishart Law Firm LLP Barristers and Solicitors 390 Bay Street, 5th Floor Sault Ste. Marie, ON P6A 1X2

Phone: 705-949-6700 Fax: 705-949-2465

Solicitor for Vendors:

Matthew M. Shoemaker Wishart Law Firm LLP **Barristers and Solicitors** 390 Bay Street, 5th Floor Sault Ste. Marie, ON P6A 1X2 Phone: 705-949-6700

Fax: 705-949-2465



### By-Law No. 2020-03

Being a By-law to enter into a Memorandum of Understanding with the Corporation of the Municipality of Wawa to undertake the Northern Information Technology Geomatics Cooperative and provided related services to each participating partner

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

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

WHEREAS the Council of the Corporation of the Township of Dubreuilville deems it necessary to enter into a Memorandum of Understanding with the Corporation of the Municipality of Wawa to undertake the Northern Information Technology Geomatics Cooperative (NITGC) and provided related services to each participating partner thereof;

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

- 1. That the Corporation of the Township of Dubreuilville does hereby authorize the execution of a Memorandum of Understanding with the Corporation of the Municipality of Wawa and all participating partners, in accordance with the terms and conditions, a copy of which is attached hereto and marked as Schedule "1" to this By-Law and forming an integral part of this By-law.
- 2. That the Mayor and the CAO-Clerk be and they are hereby authorized to execute the Memorandum of Understanding on behalf of the Corporation and to affix the corporate seal thereto.
- 3. That By-Law No. 2016-03 be and is hereby repealed.

By-Law	2020-03	be considered	read a first,	second an	d third t	time and	finally p	bassed t	his 8 <sup>ti</sup>	day	of
January	2020.										

MAYOR	CAO-CLERK

### THE CORPORATION OF THE MUNICIPALITY OF WAWA

#### **BY-LAW NO. 3257-19**

**BEING A BY-LAW** to enter into a Memorandum of Understanding with the Townships of Homepayne, White River, Dubreuilville, and Chapleau to undertake the Northern Information Technology Geomatics Cooperative and provided related services to each partner.

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

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

**AND WHEREAS** it is deemed necessary to enter into a Memorandum of Understanding with the community partners for the provision of Information Geomatics Services and programs;

**NOWTHEREFORE** the Council of The Corporation of the Municipality of Wawa enacts the following as a By-Law:

- THAT Municipality of Wawa By-Law No. 2923-16 be and is hereby repealed.
- 2. THAT The Corporation of the Municipality of Wawa does hereby enter into a Memorandum of Understanding with the Townships of Homepayne, White River, Dubreuilville, and Chapleau, in accordance to the terms and conditions, a copy of which is attached hereto and marked as Schedule "A" to this By-law and forming an integral part of this By-Law.
- THAT the Mayor and Clerk be and they are hereby authorized to sign this By-Law and to affix the corporate seal thereto.
- THAT this By-Law is enacted upon the third and final reading hereof.

**READ** a first, second and third time and be finally passed this 10<sup>th</sup> day of December, 2019.

CATHY CYR CLERK

~ BETWEEN ~

THE CORPORATION OF THE MUNICIPALITY OF WAWA hereinafter called the "Municipality"
OF THE FIRST PART

~ AND ~

THE TOWNSHIPS OF HORNEPAYNE, WHITE RIVER,
DUBREUILVILLE AND CHAPLEAU
hereinafter called the "Partners"
OF THE SECOND PART

#### **PREAMBLE**

This Memorandum of Understanding defines in general terms the terms by which the above mentioned organizations will mutually co-operate to undertake THE NORTHERN INFORMATION TECHNOLOGY GEOMATICS COOPERATIVE and provide related services to each partner community in the Cooperative. The Municipality and the Partners have agreed to work together in furtherance of their mutual interest regarding the provision of a Geographic Information System, Information Technology Assistance and related programs and, as a result, agree to the following terms and conditions.

#### **AGREEMENT**

#### 1. Northern Information Technology Geomatics Cooperative Members

- a) The Municipality of Wawa shall provide resources for the purposes of administrative duties and for the purpose of administering and managing the Cooperative.
- b) This agreement shall allow for the addition of new members. Such addition shall be on the approval of the membership and such approval shall not be unreasonably withheld. The addition of new members shall result in a recalculation of any applicable fees over the course of this agreement and the recalculation shall be communicated to all members.
- c) Work required by new members, over and above the terms of this agreement, shall be negotiated with the Municipality of Wawa.

By-Law No. 3257-19 Page 3

### 2. Ownership of Tangibles

 a) It is agreed that the Municipality shall maintain ownership of all software and data models.

- b) It is agreed that the Municipality shall maintain ownership of all hardware located in the Municipality of Wawa.
- c) It is agreed that each Partner shall maintain ownership of the equipment located in their home community or organization.
- d) It is agreed that each Partner shall maintain ownership of their own data sets.

### 3. Applicability of Other Agreements

- a) Insofar as it may apply, the agreement between the Municipality of Wawa and the Crown in the Right of Ontario, dated February 19, 2004 (or its successors) and attached as Appendix "1" to Schedule "A" to this Memorandum, shall apply to all the Partners of this Memorandum.
- b) Insofar as it may apply, the agreement between the Municipality of Wawa and the Crown in the Right of Canada, dated December 24, 2003 (or its successors) and attached as Appendix "2" to Schedule "A" to this Memorandum, shall apply to all Partners of this Memorandum.

#### 4. Responsibilities of the Municipality

- a) The Municipality shall be responsible for the following matters:
  - (i) Maintaining the hardware and software of the Geographic Information System located at the offices of the Municipality.
  - (ii) Developing and maintaining a system for User Support, Administration Support and Procedures related to the Geographic Information System.
  - (iii) Developing and maintaining a system for User Support and Administration Support related to Information Technology other than the Geographic Information System.
  - (iv) Provide ongoing training on the use of the Geographic Information System either through the scheduled on-site visits, or through the exchange of information via telephone or email.
  - (v) Develop and lead efforts with the full participation of the Partners in exploring the feasibility of new or developing Information technologies that will benefit the Partners.
  - (vi) Development of an applicable redundancy system in the case of sickness or extended absence of the administration.

By-Law No. 3257-19 Page 4

(vii) Over and above the matters above, the Municipality of Wawa will also provide one day of on-site support to each Partner each month. Such support shall be provided free of charge (inclusive of travel expenses) and may be used for training or other matters related to the Cooperative. All on-site support shall be on a request basis.

#### 5. Additional Responsibilities of the Municipality (Support Desk)

The Municipality shall be responsible for maintaining a support desk with the following attributes:

- a) The Municipality will provide network and technical support for all basic hardware and software products (including the Geographic Information System) to the Partners. The Municipality will generally be available five (5) days a week, Monday to Friday, between the hours of 8:30 am to 4:30 pm. Saturdays, Sundays or Statutory Holidays, shall be considered premium hours and will be billed outside of this agreement at a cost of \$150.00 per hour.
- b) The scope of the work to be performed by the Municipality to the Partners shall be as agreed upon between the Partners and the Municipality and be based on the abilities of the available staff at the Municipality.
- c) The Municipality will establish and maintain an organization and process to provide assistance to the Partners. Assistance shall include
  - (i) diagnosis of the deficiencies of the subject software and/or hardware; and
  - (ii) A resolution of the deficiencies of the software and/or hardware.
  - (iii) The Municipality will use its best efforts to cure, reported and reproducible errors in the software and/or hardware.
- d) During the term of this Agreement, the Municipality may provide the Partners with copyrighted patches, updates, releases and new versions of software developed by the Municipality. All patches, updates, release and new versions of software may be subject to the license agreement related to the software.

#### 6. Partner Responsibilities

- a) Each Partner shall be responsible for the following:
  - (i) Participation in the Northern Information Technology Geomatics
     Cooperative as defined in this Memorandum of Understanding.

- (ii) Active participation in the Northern Information Technology Geomatics Cooperative Committee as defined in this memorandum.
- (iii) Ensure that all applicable staff use and become familiar with the Information Geomatics System as developed through this project.
- (iv) Ensure that at least one staff resource becomes familiar with the User Support, Administration Support and Customization Tasks and Procedure Manual and that all procedures are properly followed.
- Ensure payment of the annual maintenance fee as detailed in this Memorandum and invoice by the Municipality of Wawa,

#### 7. Budget and Reporting

- (a) The applicable budget for the operation of the Northern Information Technology and Geomatics Cooperative for the period of this agreement has been attached as Schedule "B" to this Memorandum.
- (b) The total annual maintenance of the Cooperative shall be apportioned according to population. Each Partner shall be responsible for paying their portion using the organization population as the numerator and the total population of the Cooperative as the denominator. The resulting percentages shall be applied to all costs.
- (c) The annual payments shall be made in accordance with Schedule "B" attached.
- (d) The reporting format and content shall be defined by the Municipality.

### 8. Period and Term

### (a) Effective Date

This Agreement shall be effective for the period January 1, 2020 to December 31, 2022. The Parties may mutually agree to extend the terms of this Agreement.

#### (b) Changes and Alterations

It is agreed that changes or alternations to this Agreement may only be done with the express written consent of all parties.

#### (c) Municipal Freedom of Information and Protection of Privacy Act

(i) It is agreed that the Municipality must comply with the Municipal Freedom of Information and Protection of Privacy Act and shall appoint a Freedom of Information and Protection of Privacy Officer. (ii) Both parties agree not to intentionally disclose to any third party any confidential information received from the other party without that party's written consent.

#### (d) Indemnification

It is agreed that the Partners shall indemnify and save harmless the Municipality from and against all claims, actions, losses, expenses, costs or damage of every nature and kind whatsoever with the Partners, its employees, officers or agents may suffer as a result of the negligence of the Partners, its employees, officers or

agents in the performance of this agreement.	
The undersigned parties hereby agree to the terms ar	nd conditions specified above.
Dated this 10 <sup>th</sup> day of December, 2019.	
THE CORPORATION OF	F THE MUNICIPALITY OF WAWA
	Ron Rody, Mayor
	005
<u> </u>	Cathy Cyr, Clerk
Dated this 10 day of December .2019	0
THE CORPORATION OF TO	HE TOWNSHIP OF WHITE RIVER
	Angelo Bazzoni, Mayor
	Tina Forsyth, CAO-Clerk/Treasurer
Dated this day of,	ž.
THE CORPORATION OF TH	E TOWNSHIP OF HORNEPAYNE
	Cheryl Fort, Mayor
	Gall Jaremy, CAO / Clerk

Dated this	_ day of		
	THE CO	RPORATION OF THE	TOWNSHIP OF DUBREUILVILLE
			Beverly Nantel, Mayor
			Shelley B. Casey, CAO/Clerk
Dated this	_ day of		
	TH	IE CORPORATION OF	THE TOWNSHIP OF CHAPLEAU
			Michael Levesque, Mayor
			Chelsea Swearengen, CAO/Clerk

NITGC Maintenance Fee								
Software Maintenance		Year 1	,	rear 2		Үеаг 3	3 \	ear Total
ESRI Enterprise Statistics Canada (No charge)	\$ \$ \$	18,400 1,000	\$ \$ \$	18,400 1,000	\$ \$ \$	18,400 1,000	\$ \$	55,200 3,000
Total Software	\$	19,400	\$	19,400	\$	19,400	\$	58,200
Staffing, Help Desk & Redundancy Standby	\$	55,465	\$	58,239	\$	61,151	\$	174,855
Seminars, Workshops, Training	\$	2,000	\$	2,000	\$	2,000	\$	6,000
Internet Costs	\$	3,000	\$	3,500	\$	3,500	\$	10,000
Computer Hardware	\$	4,000	\$	4,000	\$	4,000	\$	12,000
Total Maintenance	<u>\$</u> _	83,865	<u>\$</u>	87.139	S	90.051	<u>s</u>	261.055

NITCG Fee Split							
Partner Community	Population	Split	Year 1	Year 2	Year 3	3	Year Total
Wawa	2,975	40.3%	\$ 33,793.63	\$ 35,112.90	\$ 36,286.30	\$	105,192.82
Chapleau	2,116	28.7%	\$ 24,036.07	\$ 24,974.42	\$ 25,809.01	\$	74,819.50
Dubreuilville	635	8.6%	\$ 7,213.09	\$ 7,494.69	\$ 7,745.14	\$	22,452.92
White River	607	8.2%	\$ 6,895.04	\$ 7,164.21	\$ 7,403.62	\$	21,462.87
Hornepayne	1,050	14.2%	\$ 11,927.16	\$ 12,392.79	\$ 12,806.93	\$	37,126.88
	7,383	100.0%	\$ 83,865.00	\$ 87,139.00	\$ 90,051.00	\$	261,055.00



### By-Law No. 2020-04

Being a By-law to enter into a Co-Location License Agreement with Alamos Gold Inc. – Island Gold Mine for the installation and operation of wireless telecommunications equipment within our municipal tower at 4 Bell Road

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

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

WHEREAS the Council of the Corporation of the Township of Dubreuilville deems it necessary to enter into a Co-Location License Agreement with Alamos Gold Inc. – Island Gold Mine for the installation and operation of wireless telecommunications equipment within our municipal tower at 4 Bell Road thereof;

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

- 1. That the Corporation of the Township of Dubreuilville does hereby authorize the execution of a Co-Location License Agreement with Alamos Gold Inc. Island Gold Mine for the installation and operation of wireless telecommunications equipment within our municipal tower, in accordance with the terms and conditions, a copy of which is attached hereto and marked as Schedule "A" to this By-Law and forming an integral part of this By-law.
- 2. That the Mayor and the CAO-Clerk be and they are hereby authorized to execute the Co-Location License Agreement on behalf of the Corporation and to affix the corporate seal thereto.

By-Law 2020-04 be considered read a January 2020.	first, second and third time and finally passed this 8 <sup>th</sup> day of
MAYOR	CAO-CLERK