

ORDRE DU JOUR Agenda

Séance régulière du conseil qui aura lieu à 18 h 30, le mercredi 9 octobre 2019 Regular Council meeting scheduled for Wednesday, October 9, 2019 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 Hermyle Langlois				
Councillor Léandre Moore				
Councillor Hélène Perth				
CAO-Clerk				
Treasurer/Tax Collector				
Infrastructure Superintendant				
Misc. Staff				
Misc. Staff				

- 3. <u>APPEL ET DÉCLARATION D'INTÉRÊT PÉCUNIAIRE DECLARATION OF CONFLICT</u>
- 4. ADOPTION DE L'ORDRE DU JOUR APPROVAL OF AGENDA
- 5. ADOPTION DES PROCÈS-VERBAUX ADOPTION OF MINUTES
 - 5.1 Procès-verbal daté du 24 septembre 2019 de la réunion régulière du conseil municipal / Regular Municipal Council meeting minutes dated September 24, 2019; (Resolution)
- 6. <u>DÉLÉGATIONS</u> <u>DELEGATIONS</u>

7. CORRESPONDANCE CORRESPONDENCE

- 7.1 Procès-verbal daté du 25 juillet 2019 du Conseil d'administration des services du district d'Algoma / Algoma District Services Administration Board meeting minutes dated July 25, 2019; et / and (Information)
- 7.2 Procès-verbal daté du 6 juin 2019 du Carrefour santé de Dubreuilville / Carrefour santé of Dubreuilville meeting minutes dated June 6, 2019; et / and (Information)
- 7.3 Notes de la Mairesse au sujet de sa présence à la réunion de ADMA / Algoma District Municipal Association meeting notes from the Mayor, et / and (Information)
- 7.4 Communiqué de presse daté du 23 septembre 2019 de CN au sujet de la Semaine de la sécurité ferroviaire 2019 Une responsabilité partagée / News release dated September 23, 2019 from CN with regards to the Rail Safety Week 2019 A shared responsibility; et / and (Information)
- 7.5 Lettre datée du 20 septembre 2019 du Ministère des Transports, Bureau de la ministre, au sujet des tests de conduite dans les communautés du nord / Letter dated September 20, 2019 from the Ministry of Transportation, Office of the Minister, with regards to driver testing in northern communities; et / and (Information)
- 7.6 Résolution datée du 23 septembre 2019 de la Corporation du Canton de North Glengarry au sujet d'une demande de support concernant le guide de révision de l'hébergement des élèves en 2016 / Resolution dated September 23, 2019 from the Corporation of the Township of North Glengarry with regards to a request for support concerning the Pupil Accommodation Review Guideline (PARG) in 2016; et / and (Resolution of Support)
- 7.7 Lettre datée du 26 septembre 2019 du Canton de Springwater au sujet d'une demande de support concernant la consultation de responsabilité solidaire / Letter dated September 26, 2019 from the Township of Springwater with regards to a request for support concerning joint and several liability consultation; et / and (Resolution of Support)
- 7.8 Formation disponible par AMCTO au sujet de l'amélioration de la prestation de services dans les municipalités grâce à des services partagés et la collaboration / Training available by AMCTO with regards to improving service delivery in municipalities through shared services and collaboration; et / and (Resolution)

7.9 Invitation à un souper de célébration organisé par SADC Supérieur Est / Invitation to a celebration dinner hosted by the Superior East CFDC; (Resolution)

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

- 8.1 Ordre du jour pour le 11 octobre 2019 pour la cérémonie de renommage et la reconnaissance du financement à l'aréna / Agenda for October 11, 2019 for the renaming ceremony and funding recognition at the arena; et / and (Resolution)
- 8.2 Soumission, recherche d'un entrepreneur pour effectuer des travaux au centre récréatif / Submission, looking for a contractor to undertake some work at the recreation centre; et / and (Resolution)
- 8.3 Vente de propriété / Sale of land; et / and (Resolution)
- 8.4 Procès-verbal daté du 16 août 2019 du Strongman Challenge Dubreuilville / Strongman Challenge Dubreuilville meeting minutes dated August 16, 2019; et / and (Resolution)
- 8.5 Rapport de planification daté du 8 octobre 2019 préparé par Fotenn Consultants Inc. concernant le contrôle du plan d'implantation au 7 15, chemin Goudreau / Planning report dated October 8, 2019 prepared by Fotenn Consultants Inc. with regards to Site Plan Control at 7 15 Goudreau Road; (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 4 octobre 2019 (liste A Visa) / Council Board Report (cheque register for 2019) dated October 4, 2019 (list A Visa); et / and (Resolution)
- 9.2 Rapport pour le Conseil (registre des chèques pour 2019) daté du 4 octobre 2019 (liste B) / Council Board Report (cheque register for 2019) dated October 4, 2019 (list B); (Resolution)

10. RÉGLEMENTS BY-LAWS

10.1 Arrêté-municipal no. 2019-50, étant un règlement visant à confirmer les travaux du Conseil de la Corporation du Canton de Dubreuilville à sa séance ordinaire tenue le 9 octobre 2019 / By-Law No. 2019-50, 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 October 9, 2019; et / and (Resolution)

- 10.2 Arrêté-municipal no. 2019-51, étant un règlement pour autoriser l'exécution d'un entente entre la Corporation du Canton de Dubreuilville et ses employés horaires permanents non syndiqués à temps plein / By-Law No. 2019-51, being a By-law to authorize the execution of an agreement between the Corporation of the Township of Dubreuilville and its non-unionized full-time permanent hourly employees; et / and (Resolution)
- 10.3 Arrêté-municipal no. 2019-52, étant un règlement pour adopter et maintenir une politique en matière de vente et autres dispositions de terrains / By-Law No. 2019-52, being a By-law to adopt and maintain a policy with respect to the sale and other disposition of land; et / and (Resolution)
- 10.4 Arrêté-municipal no. 2019-53, étant un règlement autorisant la signature de la convention d'achat et de vente ci-jointe entre la Corporation du Canton de Dubreuilville et Alamos Gold Inc. / By-Law No. 2019-53, 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 Alamos Gold Inc.: et / and (Resolution)
- 10.5 Arrêté-municipal no. 2019-54, étant un règlement autorisant la nomination de Kevin Sabourin au poste de Chef des bâtiments pour la Corporation du Canton de Dubreuilville / By-Law No. 2019-54, being a By-law to appoint Kevin Sabourin as Chief Building Official for the Corporation of the Township of Dubreuilville; et / and (Resolution)
- 10.6 Arrêté-municipal no. 2019-55, étant un règlement autorisant l'exécution d'une entente d'actionnaires entre la Corporation du Canton de Dubreuilville et Missinaibi Forest Management Inc. / By-Law No. 2019-55, being a By-law to authorize the execution of the Missinaibi SFL Shareholder Agreement between the Corporation of the Township of Dubreuilville and Missinaibi Forest Management Inc.; et / and (Resolution)
- 10.7 Arrêté-municipal no. 2019-56, étant un règlement autorisant l'exécution du Contrat No. 2019-2 Extension des services municipaux d'eau et d'égoût entre C. Villeneuve Construction Co. Ltd. et la Corporation du Canton de Dubreuilville / By-Law No. 2019-56, being a By-law to authorize the execution of Contract No. 2019-2 Extension of Municipal Water and Sewage Services between C. Villeneuve Construction Co. Ltd. and the Corporation of the Township of Dubreuilville; et / and (Resolution)

10.8 Arrêté-municipal no. 2019-57, étant un règlement avec Alamos Gold Inc., concernant une zone de contrôle de plan d'implantation pour un projet de développement visant à agrandir un dortoir existant / By-Law No. 2019-57, being a By-law to enter into an agreement with Alamos Gold Inc., respecting a Site Plan Control Area for a development to expand an existing worker dormitory facility; (Resolution)

11. AJOUT ADDENDUM

12. ASSEMBLÉE A HUIS CLOS CLOSED SESSION

- 12.1 Discussion concernant des renseignements privés au sujet d'une personne qui peut être identifiée, y compris des employés de la municipalité ou du conseil / Discussion regarding personal matters about an identifiable individual, including municipal or local board employees (Municipal Act, 2001, S.O. 2001, c. 25, s. 239 (2) (b)); et / and
- Discussion concernant l'acquisition ou la disposition projetée ou en cours d'un bien-fonds par la municipalité ou le conseil local / Discussion regarding a proposed or pending acquisition or disposition of land by the municipality or local board (Municipal Act, 2001, S.O. 2001, c. 25, s. 239 (2) (c)); et / and
- Discussion concernant les conseils qui sont protégés par le secret professionnel de l'avocat, y compris les communications nécessaires à cette fin / Discussion regarding advice that is subject to solicitor-client privilege, including communications necessary for that purpose (Municipal Act, 2001, S.O. 2001, c. 25, s. 239 (2) (f));

13. <u>AJOURNEMENT</u> <u>ADJOURNMENT</u>



THE CORPORATION OF THE TOWNSHIP OF DUBREUILVILLE

-MINUTES-

Regular Council Meeting held on September 24, 2019 at 6:30 p.m. Council Chambers

PRESENT: Mayor, B. Nantel

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

ABSENT:

Councillor, H. Langlois (without notice)

STAFF:

CAO-Clerk, Shelley B. Casey

EDO, Melanie Pilon

Mayor, Beverly Nantel called the meeting to order at 6:36 p.m.

19-284

Moved by:

Councillor Croft

Seconded by: Councillor Moore

Whereas that the agenda for the regular municipal council meeting dated September 24, 2019 be adopted as submitted.

Carried

19-285

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 September 11, 2019.

Carried

19-286

Moved by:

Councillor Perth

Seconded by: Councillor Moore

Whereas that the following be received as information only:

7.1 Letter dated June 27, 2019 from the Township of Hornepayne, letter dated June 11, 2019 from the Corporation of the Township of White River and letter dated September 4, 2019 from Michael Mantha MPP Algoma-Manitoulin with regards to provincial cuts to ADSAB services. 19-287

Moved by: Councillor Croft

Seconded by: Councillor Perth

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to support the attached letter dated September 12, 2019 from the Municipality of Chatham-Kent with regards to Provincial funding cuts to legal aid Ontario.

Carried

19-288

Moved by: Councillor Croft

Seconded by: Councillor Moore

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to support the attached resolution dated August 27, 2019 from Corporation of the Township of Larder Lake with regards to electronic delegation with provincial ministers.

Carried

19-289

Moved by:

Councillor Croft

Seconded by: Councillor Moore

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to recognize and proclaim October 21 to 27, 2019 as Waste Reduction Week in Canada, per attached request.

Carried

19-290

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 the attached Regional Economic Development Strategic Plan for Superior East and Neighbouring Communities as prepared by NDB Insight dated May 2019, as presented

Carried

19-291

Moved by:

Councillor Moore

Seconded by: Councillor Perth

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to receive and approve the attached Council Report dated September 20, 2019 from the Economic Development Officer, with regards to a request to attend the Canada Rural & Remote Broadband Conference in North Bay from November 12 to 15, 2019, as presented as well as Mayor Beverly Nantel will attend and accompany EDO.

Carried

19-292

Moved by: Councillor Croft

Seconded by: Councillor Moore

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to receive and approve the attached Council Report dated September 23, 2019 from the Economic Development Officer, with regards to a request to attend the Northern Ontario Business Awards & Gala in Sault Ste Marie on September 26, as presented.

Carried

19-293

Moved by:

Councillor Moore

Seconded by: Councillor Perth

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to receive and approve the attached Governing personal cell phone usage at work municipal policy, as presented with the following changes effective September 1, 2019:

Add

\$25 - Economic Development Officer

\$15 – Resource Center Clerk

Carried

19-294

Moved by:

Councillor Perth

Seconded by: Councillor Croft

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to receive and approve the attached Firefighters allowance municipal policy, as presented.

Carried

19-295

Moved by:

Councillor Croft

Seconded by: Councillor Moore

Whereas that the attached Council Board Report (cheque register for 2019, list A - Visa) dated September 20, 2019 in the amount of \$20,646.14, be approved for payment.

Carried

19-296

Moved by:

Councillor Moore

Seconded by: Councillor Croft

Whereas that the attached Council Board Report (cheque register for 2019, list B) dated September 20, 2019 in the amount of \$373,089.16, be approved for payment.

Carried

19-297

Moved by:

Councillor Perth

Seconded by: Councillor Moore

Whereas that By-Law No. 2019-45, 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 24, 2019, be adopted.

19-298

Moved by:

Councillor Croft

Seconded by: Councillor Moore

Whereas that By-Law No. 2019-46, being a By-law to authorize the execution of an employment agreement between the Corporation of the Township of Dubreuilville and its Treasurer/Tax Collector, be adopted.

Carried

19-299

Moved by:

Councillor Croft

Seconded by: Councillor Moore

Whereas that By-Law No. 2019-47, being a By-law to authorize the execution of an employment agreement between the Corporation of the Township of Dubreuilville and its Infrastructure Superintendent, be adopted.

Carried

19-300

Moved by:

Councillor Croft

Seconded by: Councillor Perth

Whereas that By-Law No. 2019-48, being a By-law to authorize the execution of an employment agreement between the Corporation of the Township of Dubreuilville and its CAO-Clerk, be adopted

Carried

19-301

Moved by:

Councillor Croft

Seconded by: Councillor Moore

Whereas that By-Law No. 2019-49, being a By-law to appoint a Fire Chief for the Corporation of the Township of Dubreuilville Volunteer Fire Department, be adopted.

Carried

19-302

Moved by:

Councillor Perth

Seconded by: Councillor Croft

Whereas that we adjourn to go in-camera session at 7:13 p.m.

- 12.1 Discussion regarding personal matters about an identifiable individual, including municipal or local board employees (Municipal Act, 2001, S.O. 2001, c. 25, s. 239 (2) (b)); and
- 12.2 Discussion regarding labour relations or employee negotiations (Municipal Act, 2001, S.O. 2001, c. 25, s. 239 (2) (d)); and
- 12.2 Discussion regarding a proposed or pending acquisition or disposition of land by the municipality or local board (Municipal Act, 2001, S.O. 2001, c. 25, s. 239 (2) (c)).

Carried

19-303 Moved by: Councillor Croft Seconded by: Councillor Perth

Whereas that we reconvene in regular municipal council meeting at 9:28 p.m.

Carried

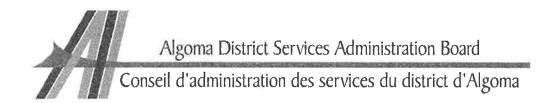
19-304 Moved by: Councillor Langlois

Seconded by: Councillor Moore

Whereas that this regular municipal council meeting dated September 24, 2019 hereby adjourn at 9:28 p.m.

	Carried
	1/11 61
Mayor	CAS/Clerk CAS/Clerk

7.1



Minutes - Regular Board Meeting

July 25, 2019 Head Office, Main Board Room, Little Rapids

Board Members in attendance:

Norman Mann – Chair Blair MacKinnon Lorraine Aelick Chris Patrie Sally Hagman Dan Marchisella Luc Cyr Ron Rody Belinda Kistemaker Gabriel Tremblay Jocelyne Bishop

Board Members absent with regrets and required notice:

Lynn Watson

1. Opening of Meeting

The Board Chair, Norman Mann opened the meeting and welcomed Board Members and staff.

2. Opportunity for Declaration of Pecuniary Interest

The Board Chair declared 'Declaration of Pecuniary Interest' for agenda item number 6.3., Canada-Ontario Community Housing Initiative Funding (COCHI) Plan and Ontario Priorities Housing Initiative (OPHI) Plan for 2019/20

In the absence of Board Vice Chair, Board Member, Lorraine Aelick agreed to chair this item.

3. Minutes

By Resolution, the Board approved the minutes of the June 27, 2019, Regular Board Meeting as distributed.

4. Approval of Agenda

By Resolution, the Board approved the agenda for the July 25, 2019 Regular Board Meeting, as amended.

Amended as follows:

8.2 Personnel Issues - Removed

5. Correspondence

5.1 MMAH - Service Level Standards for Service Managers

The CAO informed the Board correspondence was received from the Ministry of Municipal Affairs and Housing advising ADSAB requires 84 HIL and 36 high needs tenants to meet the required service level standards. The CAO provided options available to meet the targets. The Director of Housing Services is preparing the Service Level Standard Action Plan to submit to the Ministry by November 29, 2019.

6. Other Business

6.1 Children's Services - Update

The Director of Children's Services and Early Learning and the CAO had opportunity to meet with and discuss issues with the Early Year's Advisor with positive results.

The Ministry of Education is nearing completion of the Early Development Instrument (EDI) data. The Memorandum of Understanding will be reviewed, signed and sent in within two weeks.

The Ministry of Education has announced the launch of the Capital Priorities Program. This program provides school boards, with the support of a CMSM or DSSAB, to request capital for creation of child care space. A joint submission and business case will be required.

ADSAB has received notice there may be opportunity for spaces through the French Language School Board.

The Echo Bay project has now been deferred until Spring 2020.

Central Algoma approval has not yet been received.

The CAO and Director will be participating in discussion with the Ministry regarding the child care funding formula. The CAO provided an overview.

Comments were received from the Board.

6.2 Housing Services - Update

Under the present end of mortgage funding formula model ADSAB subsidizes the Non Profit's rent-geared-to-income (RGI), property taxes and operating expenses. Benchmark market rent revenue is increasingly becoming greater than benchmark expenses resulting in a negative operating surplus. Under the present funding model ADSAB would continue to be required to provide property tax and

RGI subsidy when there is a surplus. The gap will become greater when the Non Profit mortgage is paid off. The Ministry released notification, negative total subsidy should be interpreted as \$0 subsidy.

ADSAB would like to advocate for flexibility to determine a subsidy formula that meets the needs of our area. All subsidies provided to Non Profits will be on the municipal levy once mortgages end.

6.3 Canada-Ontario Community Housing Initiative Funding (COCHI)
Plan and Ontario Priorities Housing Initiative (OPHI) Plan for
2019/20

The Director of Housing Services revisited the direction from the June meeting where, by resolution, approval was received to use a portion of the OPHI Plan funding toward the Richards Landing build. Approval was requested for the balance of the OPHI funding be used to retrofit 19 & 35 Beckett buildings, as per the consultant's recommendations.

The Director requested the COCHI funding be placed under capital for repairs for housing providers nearing the end of operating agreements. The funding to be allocated utilizing the number of Rent Geared to Income Units.

By Resolution the Board approved the Canada-Ontario Community Housing Initiative Funding (COCHI) Plan and Ontario Priorities Housing Initiative (OPHI) Plan for 2019/20 as presented.

6.4 Social Assistance - Update

The CAO informed the Board the Ministry of Training, Colleges and Universities (MTCU) new employment regions have been announced as part of Social Assistance Reform. Peel Region, Muskoka-Kawarthas and Hamilton-Niagara have been selected as the three pilot sites and will transition by fall 2019. The full provincial roll out is expected to begin in 2022. NOSDA is awaiting a response to their request for a meeting regarding a proposal for the North.

6.5 Paramedic Services – Update

ADPS – Call Volume Report – January to June 2019

In the absence of Chief of Paramedic Services, the Deputy Chief provided an updated report. Calls are up by 423 across the District. Targets are being met or exceeded on all calls.

6.6 AFMO Conference - Attendees

The Board Chair announced the opportunity for 2 members of the French Language Services committee to attend the 2019 AFMO Conference. Interested members should make their interest know within one week.

7. Open Question and Answer

None

8. In Camera Session

8.1 ADSAB – Proposed Budget Adjustments and Revised Staffing Plan - Update

9. Adjournment

By Resolution, the Regular Board Meeting of July 25, 2019 was adjourned.

The next Regular Board Meeting is scheduled for September 26, 2019 at 5:00 p.m. in the Main Board Room, at Head Office, Little Rapids.

Resolutions

1	Moved by: Dan Marchisella Seconded by: Sally Hagman Resolve that: the Board approve the draft minutes of the June 27, 2019 Regular Board Meeting as distributed. Carried
2	Moved by: Ron Rody Seconded by: Luc Cyr Resolve that: the Board approve the agenda for the June 27, 2019 Regular Board Meeting, as amended. Amended as follows: 8.2 Personnel Issues - Removed Carried
3	Moved by: Chris Patrie Seconded by: Luc Cyr Resolve that: The Board approve the Canada-Ontario Community Housing Initiative Funding (COCHI) and Ontario Priorities Housing Initiative (OPHI) Plan for 2019/20 as presented. Carried

4	Moved by: Lorraine Aelick Seconded by: Jocelyne Bishop Resolve that: the Board move the meeting in-camera for the discussion of Personnel / Property matters. Carried
5	Moved by: Luc Cyr Seconded by: Dan Marchisella Resolve that: the Board return to an open session. Carried
6	Moved by: Jocelyne Bishop Seconded by: Sally Hagman Resolve that: the Regular Board meeting of July 25, 2019 be adjourned. Carried

7,2

Carrefour santé de Dubreuilville Procès-verbal

Le jeudi 6 juin de midi à 13 h

Présences: Shelley Casey

Chantal Mantha Carmen Brunet Janik Guy

- 1. Bienvenue
- 2. Tour de table
 - a. Présentations et déclaration de conflit d'intérêts
 - i. S/0
 - ii. Discussion sur le mode de fonctionnement midi semble bien fonctionner pour les membres
 - b. Il a été décidé que le carrefour utilisera un mode de fonctionnement informel. Les rencontres de carrefour vont se tenir lors des heures de travail (diner) afin de permettre aussi à la Clinique de participer.
 - c. Il est suggéré que les rencontres aient lieu 2 fois par année, la prochaine rencontre pourra avoir lieu en automne.
- 3. Adoption de l'ordre du jour et ajout de présentation de Lilianne St-Martin
- **4.** Présentation des ateliers de Lilianne St-Martin de l'Union culturelle des francoontariens
- **5.** Adoption du procès-verbal de la rencontre du 26 octobre 2018.
- 6. Affaires découlant
 - a. Soup to Tomatoes -jusqu'à présent il y a un bon taux de participation.
- 7. Mise à jour du Réseau :
 - a. AGA 2019, Équipes Santé Ontario, Rapports SEF, Projet de soins de longue durée et d'approche cerné sur le patient.
 - b. Occasions de formations Lilianne St-Martin:
 - i. Partage de répertoire des services dans la région, membre à vérifier l'info.
 - ii. Formation « Vivre comme personne aidante » dans le Nord de l'Ontario. La formation pourrait savoir lieu au possiblement au mois de décembre et éviter le temps de la chasse. Le montant

minimum de participants serait 5 participants et nous pouvons voir si Wawa serait aussi intéresser et possibilité d'aider avec le déplacement.

- **8.** Discussion sur les priorités, lacunes, besoins et solutions
 - o Trois priorités ont été établies par le Carrefour santé :
 - Recrutement de ressources humaines francophones
 - Capacité et accès aux services communautaires et à domicile
 - Représentation francophone aux conseils d'administration des fournisseurs des services de santé. (Évaluation Lady Dunn et lettre)
 - Autres : Activités intergénérationnelles, services de soutien à domicile, appui aux personnes aidantes.
 - Services en santé mentale en français
- **9.** Prochaine rencontre
 - a. À déterminer par le biais d'un sondage Doodle avant le vendredi 6 septembre.

ADMA

Sept 28, 2019

- Elections, President, Lynn Watson, Mayor, Township of McDonald, Meredith, Aberdeen Additional, Vice President Ken Lamming, Mayor, Prince Township. Second Vice, Blaine Mersereau, Mayor, Township of Johnson
- Presentation from FONOM on who they are and they can do for us
- Presentation from LIP (Local Immigration Partnership) from Sault Ste. Marie on immigration

Looking at the whole process of immigrants, we get them jobs but forget about their whole life, wife, children. Collaboration with other partners. Meaningful jobs for spouses. Intercultural competency training. Welcome home kits and community ambassador initiative. Match connector (mentor. Get them connected with someone in the community. Gives them a sense of home. But barriers like religious buildings not available. No drivers license raise some barriers. Equal opportunity for everyone. Benefits for the communities are new business owners, land/home owners and benefits for potential investment opportunities

• Presentation from YMCA. (Young Men Christian Association)

Youth, seniors and vulnerable population, day care, day camps, youth in action, newcomers YMCA (Y on they fly) looking outside the 4 walls. looking for new opportunities, new partnerships, expansion and meeting community needs through regional service opportunities (partnering with Municipalities)

- Mike Mantha spoke.....scams out there (disability credits, contracting scam in Goulais, about 30 families affected) health concerns over new ferrochrome plant, there was a full house about these concerns, locals concerned over health issues (some doctors said they will leave). Spoke about our highways and bad contractor work done on highways, Broadband and when the funding is coming out, our service providers (Bell)are not providing service that they are charging customers, he is frustrated with current government, no direction from leaders.
- FONOM update..government is good about sitting with them and hearing our
 presentations, governments are now saying "how can we fix it" throwing it back on us,
 Talks about high home and auto insurance but there has to be a resolution sent to
 FONOM
- Review the constitution and it will be brought back
- Community Safety and Well-Being Plans, looking for a template or funding for doing this. Communities having to pay for it and we really don't have time or funds and that the OPP's have the funding and why are we doing their job. One size doesn't fit all. What happens if we don't do it was the question. There was a template from Bancroft that is about a 4 page document. What is expected of us? Why are we doing this? What is this document, what is the purpose? Mike has asked the government this question. Could be a regional plan not an individual municipal plan. A resolution was carried in favour for asking to re-think the one size fits all and request funds to carry this out
- Ambulance...Hornepayne looking at their own level of service She brought it forward and for them to keep it on their radar cause it may be back.
- Hornepayne brought forth a resolution about the closing of their LCB0 and the opening an outlet. Mayor Fort was concerned about the lack of consultation from government (festivals) would it encourage bootlegging.



Celebrating 100 years

NEWS RELEASE

Rail Safety Week 2019 - A shared responsibility

CN encourages communities all across its network in a joint safety effort

MONTREAL. Sept. 23, 2019 – CN (TSX: CNR) (NYSE: CNI) today launched its railway safety awareness campaign kicking off Rail Safety Week 2019 across Canada and the United States.

"2019 is a very special year for CN as its marks our 100th anniversary. Since the origin, safety has been a core value at CN," said Stephen Covey, chief of police and chief security officer at CN. "On our journey to become the safest railroad in North America, we want to continue to collaborate with the communities where we operate to reinforce a strong safety culture to help prevent accidents and injuries at rail crossings, and ensure everyone's safety on and around railroad infrastructure."

As rail safety is a shared responsibility, the cities, towns and Aboriginal communities CN serves are powerful allies in promoting rail safety in their community. By looking out for each other and working together, the industry, the communities, and the general public can all prevent fatalities and injuries on or near railroad property.

Over the last year, 156 communities across CN's network signed resolutions or proclamations in supporting Rail Safety Week.

During Rail Safety Week, CN Police Service (CNPS) will be out in communities across Canada and the United States raising awareness of the potentially devastating consequences of trespassing on railway tracks and disregarding railway safety signs and devices at level crossings.

"Even if significant progress has been made in the past years, there are still too many people who die while trespassing on railway property. Almost all of those incidents are preventable," said Mr. Covey "As rail safety is a shared responsibility, we encourage everybody to take a moment to think about what they can do to improve rail safety in their community. It can be by changing our behaviour, by talking about rail safety with our family, friends and colleagues or by taking actions."

Again this year, visitors to CN's Rail Safety Pledge website can view virtual reality videos on a desktop, laptop or mobile device, and visitors with access to any Google Cardboard viewer can experience this immersive virtual reality environment.

CN is encouraging the public to take the Rail Safety Pledge online, which they can easily share, with their Facebook friends and Twitter followers.

The Rail Safety Pledge asks people to share rail safety tips in their community, talk about rail safety at their local schools, or report unsafe behaviour around trains or railway property.

Get rail safety tips, take the Rail Safety Pledge, and live the 360° rail safety experience on your computer or mobile device at www.mysafetypledge.com.

Every year, CN Police Service responds to hundreds of events along CN's network across 8 Canadian provinces and 16 U.S. states. In addition to patrolling CN property, CNPS officers deliver rail safety presentations to schools, trucking agencies, bus operators and community organizations. By rolling out strategic educational initiatives and conducting targeted operations, CNPS aims to promote safe behaviours and increase awareness of rail safety. CNPS is committed to making CN the safest railroad in North America.

-30-

For information or an interview with CN Police, contact:

Alexandre Boulé Senior Advisor Public Affairs and Media Relations 514-399-4735 Ministry of Transportation

Office of the Minister

777 Bay Street, 5th Floor Toronto ON M7A 1Z8 416 327-9200 www.ontario.ca/transportation Ministère des Transports

Bureau de la ministre

777, rue Bay, 5° étage Toronto ON M7A 1Z8 416 327-9200 www.ontario.ca/transports



SEP 2 0 2019

107-2019-2488

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

Dear Mr. Mantha:

Thank you for your letter regarding driver testing in northern communities. I appreciate the opportunity to respond.

The ministry and DriveTest are committed to service delivery improvements and responding to the public's service needs. Currently, the demand for road tests in northern communities has not exceeded capacity, however the ministry will continue to monitor transaction volumes and will make changes to hours of operation or consider additional driver testing facility locations as appropriate.

Travel Points offer road test appointments during operating hours and driver examiners are deployed to these locations based on the types of road tests scheduled. All requests for road tests can be met if applicants schedule an appointment. Commercial class road tests however, cannot be completed at a Travel Point on a stand by basis as commercial class examiners are only brought in when commercial class tests are booked. Should you or any of the Mayors require further information or assistance in scheduling classified road test bookings, please contact DriveTest's Relationship Manager, Shaun Arruda at sarruda@drivetest.ca.

The ministry and DriveTest have taken weather conditions into consideration when establishing Travel Point hours of operation. Due to the nature of the winter conditions, DriveTest does not offer services in this geographical region from December to April.

Thank you again for writing and for this opportunity to respond.

Sincerely,

Caroline Ululimey

Caroline Mulroney Minister of Transportation

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

CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

RESOLUTION #	NS	DATE:	Septembe	r 23, 2019	
MOVED BY:	2/				
SECONDED BY:					
WHEREAS, the Pupil Accommodation R considerations.	eview Guideli	ne (PAR	G) in 2016 i	gnored importa	nt
And WHEREAS, Glengarry District High Glengarry were reviewed for possible clos		laxville I	ublic Schoo	ol in the Townsi	nip of North
And WHEREAS, the Government of Onta	ario is currentl	y workin	g on new Pa	ARG guidelines	
Be it resolved that the Education Subcomm Township of North Glengarry proposes the Guideline:	mittee of the C ne following ch	ommuni anges to	ty Developn the Pupil A	nent Committee ecommodation	of the Review
 That the economic impact of a school c That there be proven value to the studer amenities, services, and learning opportun That multiple options be allowed to be 	nt when considnities (i.e., after	lering a s	chool closu work, coop	re, including gro programs etc.)	eater access to
4. That students being removed from their exhausted for school boards to share amer community.	r community b nities and spac	e the abs e before	olute last rea a child is tra	sort, with all eff insported out of	forts being their
Carried	Defeated ————		Deferred		
8	MAYO	OR / DE	PUTY MAY	YOR	
			YEA	NEA	
Deputy Mayor: Carma Williams Councillor: Jacques Massie					
Councillor: Brenda Noble			shadiyi ilga gadhar a direktar		
Councillor: Jeff Manley Councillor: Michel Depratto			Projection of the same of the		
Councillor: Johanne Wensink Mayor: Jamie MacDonald			*		
TATMA OL: 18THIE LATER DOUGH					

Section 9 Item a



www.springwater.ca 2231 Nursery Road Minesing, Ontario L9X 1A8 Canada

September 26, 2019

Ministry of the Attorney General McMurtry-Scott Building 720 Bay Street, 11th Floor Toronto ON, M7A 2S9

Re: Joint and Several Liability Consultation

Please be advised that in response to your letter dated July 12, 2019, the Township of Springwater provides the following comments in regards to Joint and Several Liability.

1. Please describe the nature of the problem as you see it?

In response to the Province's request for consultation, the Township has a significant issue with Joint and Several Liability (JSL) and the impact it has on the municipality.

a. No Requirement of Proof

JSL is a tool that is used by the legal industry without any discretion to the point that this municipality feels that its use is negligent and in fact unethical. Most law suits that municipalities see are frivolous and vexations as lawyers cast their nets wide and attempt to use shotgun justice for their clients that are more than often the sole cause of a claim. A statement of claim does not require any proof that there is fault. A plaintiff only has to state who they think is involved and a significant amount of court time is spent determining who should be a party to the legal claim.

b. No Consequence for Being Wrongly Identified in a Statement of Claim

To add to this, there is no consequence that lawyers and their clients face for submitting a claim against a municipality when it is clear that a municipality is not involved. Municipalities incur significant administrative costs in managing these claims and the municipalities and their insurers pay significant costs to go through a lengthy process to prove that a claim was made in error (intentionally) only to find that a judge sees no reason to compensate a municipality for cost for incorrectly being named in a lawsuit by a plaintiff. Municipalities are seen as having deep pockets by the legal industry as well as the judicial system that makes decisions on these claims. Proof of innocence is often furnished to the plaintiff and lawyer by a municipality immediately upon notification of a pending legal action of statement of claim. This information is ignored by the plaintiff's lawyer. A plaintiff and their lawyer should have to reimburse a municipality for

all administrative and legal costs when the municipality is cleared of liability. Judges rarely compensate municipalities for being wrongly named in a legal action.

A recent example from 2019 occurred when a statement of claim was made against the Township of Springwater for an accident on a County Road (not the jurisdiction of Springwater). After legal and administrative costs totaling more than \$5,000, Springwater was dismissed from the claim. Unfortunately no costs were assigned to the plaintiff for wrongly naming Springwater in the statement of claim. The current system is broken and Springwater tax payers are left paying the bill.

2. What are the problems that you need addressed to benefit your community?

a. Ethical Standard of Due Diligence Required Before Submitting a Legal Action

Lawyer's representing plaintiff's should be required to submit documentation that provides significant research into why a claim is being made and a municipality is being named in a law suit. The claim should clearly prove authority and responsibility. The current practice of naming every party under the sun in a legal claim is negligent and unethical.

b. Frivolous and Vexatious Suits are Costing Taxpayers

The Township of Springwater is seeing a significant waste of administrative time and cost in managing legal claims against the municipality that are predominantly frivolous and vexatious due to JSL. Over the last seven years, the municipality has had 55 claims made against the municipality. These claims range from trips/falls resulting in broken eyeglasses to cases that unfortunately involve loss of life. The Township has no problem dealing with claims that the municipality is responsible for; however the Township does have a problem dealing with claims it does not have any responsibility for. Of the 55 claims against the municipality, 42 of these claims are frivolous and vexatious. Claims that the municipality has no responsibility for. Over the past 7 years, Springwater has paid more than \$100,000 on these frivolous and vexatious claims as they work themselves through the legal process. Many of these files are still open. This does not include additional costs paid by Springwater's insurance company that are beyond the municipality's deductible.

c. Negligent Legal Actions (Beyond Frivolous and Vexatious)

The Township of Springwater is currently named in 4 legal actions and an additional legal action (recently abandoned) for claims that occurred in another municipality (no where near Springwater). The Township is currently named in 3 claims that occurred in the Township of Clearview west of Stayner and one claim in the Township of Brock that have nothing to do with the Township. Springwater was named in a claim that occurred

in Wasaga Beach that was abandoned recently. All of these claims cost the Springwater taxpayer in administrative and legal costs as they work their way through the process.

d. Triage System for Claims

Before a claim makes it to a court date, the file should be triaged. It is at this stage that negligent of frivolous and vexatious claims will be filtered or thrown out. This process will trigger the reimbursement of costs to municipalities by unethical law firms.

e. Law Society of Ontario Charges

Lawyers that use JSL in an unethical way should be charged by the Law Society of Ontario. If a lawyer names a municipality in a legal action that should not be named, these lawyers should be suspended and potentially lose their license to practice law. There is a significant commonality when comparing frivolous and vexatious claims and the law firms/lawyers that submit them. The current code of ethics of the Law Society of Ontario should be updated by the Province to reprimand lawyers and law firms that negligently use JSL. The Province of Ontario should be involved in creating a new Code of Ethics for Ontario's legal industry.

3. Is it increased premiums? Rising deductibles?

A recent survey by CAO's in Simcoe County shows that insurance premiums are going up between 10% at the lowest to 59% being the highest in 2019. The Township of Springwater experienced a 10.8% increase in its 2019 insurance renewal. The area that typically sees an annual increase is related to the Municipal General Liability and Excess Liability lines of the business. The municipality was advised by its insurance broker that "over the past several years, insurance companies' appetite for Municipal Insurance has remained fairly stable. Insurance rates across all lines have seen only modest increases intended to simply keep pace with inflation and the rising cost of claims. Larger rate increases have been reserved for those accounts experiencing adverse claims development; either in frequency or severity (or both). However, starting in June 2018, the insurance market as a whole has shown clear signs of "hardening". Insurance companies for all sectors are putting stricter rules in place regarding the amount and breadth of coverage they will provide, and to which clients. Since the overall insurance supply is being reduced, the demand for insurer capacity is increasing, and as such, prices are elevating."

The table below provides at a high level (includes all lines of coverage) the Township's annual insurance premiums over the past five years.

2015	2016	2017	2018	2019
\$234,942	\$247,262	\$254,388	\$274,936	\$304,688

The Township continues to consult with its insurance broker in an effort to ensure that Springwater's constituents are receiving the best value for their tax dollar; however, the rising costs of insurance are not sustainable over the long run. Staff and its insurance broker have looked at increasing our deductibles in an effort to reduce the overall premium; however this has led to minimal reductions in the overall annual premium to the Township.

4. Being unfairly named in lawsuits?

As detailed above, Springwater continues to be unfairly named in legal actions. Issues here range from a complete absence of research by legal firms on causality to the municipality being named in legal action in completely separate jurisdictions (other municipalities).

5. Feeling you cannot offer certain services because of liability risks?

More recently, with the advice of the Township's insurance broker, the Township has changed the way in which it delivers some of its recreational programs/services, especially as it relates to children's programs/activities. For example, the Township in partnership with its Community Recreation Associations will host a number of community based events throughout the year, which includes children's activities. In order to allow inflatable Bouncy castles at community events, the Township now requires the service provider to indemnify the Township and to also provide staff to monitor the safety of participants while in the inflatable Bouncy castle. Some vendors are reluctant to take on this risk.

Thank you for allowing the Township to participate in this consultation. We are open to further dialogue should you feel it necessary.

Yours truly,

Jeff Schmidt, CPA, CGA, B.A.S. Chief Administrative Officer

Cc: Ontario Municipalities



MENU

Education & Events

Improving Service Delivery in Municipalities through Shared Services and Collaboration

Improving Service Delivery in Municipalities through Shared Services and Collaboration

Education & Professional Development (/Education-Events)

Improving Service Delivery in Municipalities through Shared Services and Collaboration (/AMCTO-Events/Workshops/Improving-Service-Delivery-in-Municipalities-throu)

Surviving & Thriving in 2019: Local Government Ethics in a Time of Populist Leadership, Trumpian (/AMCTO-Events/Workshops/Surviving-Thriving-in-2019-Local-Government)

2019 Municipal Clerks Forum - Live Streaming (/AMCTO-Events/Forums/2019-Municipal-Clerks-Forum-Live-Stream)

Small rural municipalities are always scrambling to do more with less money. In March 2019, the Province of Ontario invested funds with 405 small and rural municipalities in order to help them plan, modernize and improve the way they provide services to their communities. This one-day workshop is intended to provide ideas and a forum for brainstorming on how municipalities can work together to organize shared services which will improve service delivery without increasing tax dollars.

What You Will Learn:

- · How to perform useful service delivery reviews
- · The Municipality as a Service Arranger
 - Outsourcing through Private Firms
 - Collective Hiring for Common Services
 - Development of shared services agreements,
- · Public Partnerships
- Public Private Partnerships
- · Shared Services using IT solutions and capital investments

Why Attend:

- The workshop is intended to provide ideas on what alternative service delivery models have been put in place in Ontario
- This workshop will help foster ideas by brainstorming with other rural and small municipalities on potential methods of service delivery that will save money in the short and long term through alternative service delivery models.
- The workshop will lead up to the preparation of the 2020 Municipal budget and could assist in development of service delivery that will keep tax rates lower.

Who Should Attend:

Senior management from small rural municipalities that can influence service delivery **About the Instructor:**

James Cox has been the Manager of Economic Development, Tourism, and Special Events for the Municipality of Leamington since 2017. James has over 10 years of experience in municipal government, with a variety of roles across urban and rural municipalities, including the Town of Goderich, the Chatham-Kent Police Service, the Town of Richmond Hill, and the Municipality of Markstay-Warren. Originally from the town of Dorchester, Ontario, James holds a Master's of Public Administration degree from the University of Ottawa and an Honours Bachelor's degree from Queens University.

Upcoming Locations:

Hearst- October 2
Heritage Sawmill
930 Front Street
Hearst, ON

This workshop will be held in conjunction with the Zone 8 Fall Meeting.

Registration Form Zone 8 Improving Service
Delivery in Municipalities through Shared
Services
(../../getattachment/AMCTOEvents/Workshops/Improving-Service-Delivery-in-

Events/Workshops/Improving-Service-Delivery-in-Municipalities-throu/Registration-Form-Zone-8-Improving-Service-Delivery-in-

Municipalities.pdf.aspx?lang=en-CA&ext=.pdf)

Sault Ste. Marie - October 22

Registration deadline date: Oct 8
GFL Memorial Gardens
269 Queen Street East,
Sault Ste. Marie, ON P6A 1Y9
(705)759-5327

Register (https://secure.amcto.com/AMCTO/Event_Display.aspx?

EventKey=19FWISDM)

London – October 30

Registration deadline date: Oct 8
Best Western Plus Lamplighter Inn & Conference Centre
591 Wellington Road South
London, ON N6C 4R3
(519) 681-7151

Register (https://secure.amcto.com/AMCTO/Event_Display.aspx?

EventKey=19FWISDM)

Cambridge- November 13

Registration deadline date: Oct 29
Cambridge Arts Centre
60 Dickson Street
Cambridge, ON N1R 8N1

(519) 740-4681

Register (https://secure.amcto.com/AMCTO/Event_Display.aspx?

EventKey=19FWISDM)

Vaughan-November 29

(half-day session -12:30pm- 4pm)
Vaughan City Hall (Multi-Purpose Room)
2141 Major Mackenzie Drive
Vaughan ON L6A 1T1
This workshop will be held in conjunction with the Zone 4 Fall Meeting .
Registration details coming soon.

<u>Refund Policy:</u> All Cancellations must be confirmed in writing. A refund levy of \$113 (includes HST) will be applied to every cancellation received up to fourteen (14) business days prior to the holding of the session. No refunds will be made for cancellations of less than fourteen (14) business days prior to the holding of the session.

<u>Disclaimer:</u> AMCTO reserves the right to decline registration based on proprietary information/material being presented at this session, and for other reasons such as copyright issues. We will endeavour to make sure all scheduled events take place, but AMCTO reserves the right to alter, change or cancel dates, venues and workshops, for any reason. "This personal information, which you may provide to us, is used only for internal purposes to process your registration fee payment and to contact you or to distribute AMCTO-related materials to you, in the event that you have identified this personal contact information as your preferred means of contact."

Become a Member

Join Us!

(/Become-A-Member)

Contact Us (/About/Contact-Us) Copyright Policy (/About/Copyright-Policy) Personal Information Policy (/About/Personal-Information-Policy) ADDRESS
AMCTO 2680 Skymark Avenue, Suite 610, Mississauga, ON L4W 5L6 Canada
Phone: 905-602-4294
(https://ca.linkedin.com/company/association-of-municipal-managers-clerks-and-treasurers-of-ontario) (https://twitter.com/AMCTO_Policy) (mailto:amcto@amcto.com)

Shelley Casey

From:

Chantal - Work Email <croft@superioreastcfdc.ca>

Sent:

October-04-19 12:28 PM

To: Subject: Chantal - Work Email FW: You're Invited!! 30th Anniversary Dinner

Importance:

High

Please share with your respective council/board members. Merci de bien vouloir partager avec les membres respectifs de votre conseil.

Chantal Croft

Community Development Officer/ Agente de développement communautaire Superior East CFDC/SADC Supérieur Est



The Superior East Community Futures Development Corporation is celebrating their 30th Anniversary of providing regional economic development services to our area. As one of our valued partners in this mission, we are cordially inviting you to join us at a celebration dinner on October 30th, 2019.

Please let us know any dietary restrictions, and RSVP by Friday, October 18, 2019 ... via email to davidson@superioreastcfdc.ca or amos@superioreastcfdc.ca via telephone at 705-856-1105 or 1-800-387-5776

Sincerely,

Tracy Amos, General Manager

TA/md



Superior East Community Futures Development Corporation

30th Anniversary Dinner

Wednesday, October 30th, 2019

Michipicoten Memorial Community Centre ~ Loung

Networking ~ 5:30 p.m.

Dinner ~ 6:00 p.m.

Cash Bar

Dinner catered by Judy Page Moore Catering

AGENDA

THE CORPORATION OF THE TOWNSHIP OF DUBREUILVILLE

Friday, October 11, 2019 at 3:00pm

ગુમ∂ Dubreuilville Arena - **ટ** Parc Avenue

Contact: Melanie Pilon, Economic Development Officer, 705 255 7747

SPEAKERS:

Michael Mantha, MPP for Algoma-Manitoulin

Beverly Nantel, Mayor, The Corporation of the Township of Dubreuilville

Lise Michaud, Eddy K. Lefrançois Family

Emcee:

Melanie Pilon, Economic Development Officer, The Corporation of the Township of Dubreuilville

Josée Bouchard, Let's Roll - Community Representative

2:45pm

Guests begin to arrive for recognition event

3:00pm

Event Begins

3:15pm

Emcee begins with Welcome and Introductions

Emcee to introduce Michael Mantha, MPP for Algoma-Manitoulin

MPP Mantha to speak (2-3 mins)

Emcee to introduce Lise Michaud & Eddy K. Lefrançois Family Member

- Family to speak (3-5 mins)
- Ribbon –Cutting & Sign Unveiling

Emcee to introduce NAME, Ontario Trillium Foundation volunteer

- OTF rep to speak (2 mins)
- Presentation of the Plaque
- Photo-Op

Emcee to introduce Beverly Nantel, The Corporation of the Township of Dubreuilville (3-5 min)

Emcee thanks everyone for coming and invites app speakers and VIPS to come together for a group photo.

3:45

Remarks Conclude

Multiple acknowledgements including renaming ceremony in honour of Eddy K. Lefrançois & OTF funding recognition

Subremillie Arena Ceremeny

VIP Speeches, Community BBQ, Cake & Photos October 11th, 2019 | 3PM Dubrevilville Arena ? Parc Avenue RSVP to Melanie at 705 884 2340 Ext. 26 or at mpilon@dubrenilville.ca

changement de nom en Thonneur de Eddy.K Lefrançois et du Remerciements multiples, y compris une cérémonie de financement de la FTO

Ferinal Control Recreatification Distribution of the control Recreatification of the control Recreation of the control of the control Recreation of the control of the contro

Discours VIP barbecue communautaire, gateau et photo 11 actobre 2019 | 15 h Centre Recreatif de Dubreuilville 2, avenue du Parc RSVP à Melanic au 705 884 2340 ext 26 eu au

mpilen@dubreaileille.ca



SOUMISSION / SUBMISSION RECHERCHER / LOOKING FOR

Entrepreneur / Contractor

Pour effectuer des travaux suivants au Centre récréatif: Réparer et peinturer murs et plafonds de la salle, cirer les planchers existants /
To undertake work at the Recreation Centre: Repair and paint walls and ceilings of the hall, wax existing floors

Meilleure offre raisonnable / Best reasonable offer



Envoyez votre soumission dans une enveloppe scellée avant 15 h, le 4 octobre 2019 à l'attention de Mme Shelley B. Casey, Directrice administrative - Greffière au bureau municipal à l'adresse cidessous. S'il vous plaît, écrire (Centre récréatif) sur l'enveloppe. /

Send your submission in a sealed envelope before 3:00 p.m. on October 4, 2019, to the attention of Mrs. Shelley B. Casey, CAO - Clerk at the municipal office at the address below.

Please, write (Recreation Centre) on the envelope.

Le conseil se réserve le droit de refuser n'importe laquelle ou toutes offres / The Council reserves the right to refuse any or all offers.

Pour information / For information: Francis DeChamplain (705) 884-2340 x 24 fdechamplain@dubreuilville.ca



FOR SALE

Property as is

Located at:

418 des Cèdres Avenue Highest and/or Best reasonable offer

Please submit your offer to the Municipal office in a sealed envelope with the address of your purchase offer.

In order for your bid to be considered, you must include 20 % of your bid as a deposit, by certified check or money order payable to the Township of Dubreuilville.

All deposits will be returned to the non selected bidders.

As per section 106. (1) & (2) of the Municipal Act, 2001, S.O. 2001, c. 25, despite any Act, a municipality shall not assist directly or indirectly any manufacturing business or other industrial or commercial enterprise through the granting of bonuses for that purpose.

The Council reserves the right to refuse any or all offers.

For information: Suzanne Bouchard Treasurer / Tax Collector 705-884-2340 ext.22

sbouchard@dubreuilville.ca



À VENDRE Propriété telle quelle

Située au :

418, avenue des Cèdres Meilleure offre raisonnable et/ou la plus élevée

Veuillez faire parvenir votre offre d'achat au bureau Municipal dans une enveloppe scellée indiquant l'adresse de votre soumission.

Afin que votre offre soit considérée, vous devez inclure un versement de 20 % de votre offre par chèque certifié ou mandat payable au nom du Canton de Dubreuilville.

Le versement sera retourné pour toutes les offres non retenues.

D'après la section 106. (1) & (2) de la Loi de 2001 sur les municipalités, L.O. 2001, chap. 25, malgré toute loi, une municipalité ne doit pas aider directement ou indirectement une entreprise de fabrication ou une autre entreprise industrielle ou commerciale en lui accordant des primes.

Le conseil se réserve le droit de refuser n'importe laquelle ou toutes offres.

Pour information: Suzanne Bouchard Trésorière / Perceptrice 705-884-2340 ext.28 sbouchard@dubreuilville.ca



Minute

Réunion du 16 août 2019

Présence:

Hélène Perth (conseillère) Martin Bergeron Chantal Croft (conseillère)

Alain Cyr

Nancy Lévesque

Réjean Raymond via téléphone

Absent:

1. Ouverture de la réunion à 20 h 15

2. Appel et déclaration d'intérêt pécuniaire

Aucun

3. Adoption de l'ordre du jour

L'ordre du jour fut adopté tel que présenté.

Tous en faveur

- 4. Adoption des procès-verbaux
 - 4.1. Le procès-verbal de la réunion régulière du 17 juillet 2019 fut adopté tel que présenté. **Tous en faveur**

- 5. Correspondance
- 6. En cours:
 - 6.1. Contrats
 - 6.1.1.Ménage

On demande à Brendon

Tous en faveur

6.1.2. Sécurité

On a deux candidats

Tous en faveur

6.1.3. Personne à tout faire

On continue de chercher

Tous en faveur

- 6.2. Commanditaire
 - 6.2.1. Mise à jour

Il reste quelque montant à rentrer, nous avons dépassé notre objectif.

Tous en faveur

6.3. Cantine

On devrait avoir la cantine mobile extérieure.

6.4. Trade show - Nancy

Nous avons trois tables de réservées présentement.

Tous en faveur

6.5. Assurance

Nous allons prendre Algoma Assurance

Tous en faveur

6.6. Camping

Martin s'en occupe.

Tous en faveur

6.7. Commande de boisson

La commande est faite

Tous en faveur

6.8. Préparation de l'aréna

Martin et Alain continu de préparer.

Tous en faveur

6.9. Équipement

Martin vérifie

Tous en faveur

- 7. Qui fait quoi
 - 7.1. Le groupe révise le document pour s'assurer de ne rien oublier.
- 8. Rapport budgétaire
- 9. Autres
- 10. Date de la prochaine réunion

À déterminer

11. Clôture réunion à 21h41



Corporation of the Township of Dubreuilville Planning Report

Prepared for:	Shelley Casey, CAO/Clerk	Applicant Name:	Alamos Gold Inc. / MNRF
Prepared by:	Jaime Posen, MCIP RPP	Application Type:	Site Plan Control
Location:	7-15 Goudreau Road	Report Date:	October 8, 2019

Recommendations

The land is suitable for the intended purpose. We therefore recommend that Council execute the Site Plan Agreement, attached as Appendix A.

Purpose

The purpose of the Site Plan Control application is to permit an expansion to the existing dormitory facility at 15 Goudreau Road onto the lands to the immediate north of the facility. The expansion lands will be purchased from the Crown, through the Ministry of Natural Resources and Forestry (MNRF). The Site Plan Agreement applies to the property at 15 Goudreau Road, which accommodates the existing facility, as well as the expansion lands.

Background and Proposed Development

In December 2014, Township Council approved site-specific Official Plan Amendment and Zoning By-law Amendments submitted by Alamos Gold Inc. ("Alamos," formerly Richmont Mines Inc.) for the property municipally known as 15 Goudreau Road, on the west side of Green Lake. The intent of the amendments was to recognize the existing dormitory use that was previously permitted through a series of Temporary Use Bylaws dating from 2005.

Alamos is in the process of acquiring former Crown lands to the immediate north of the existing dormitory site, including the properties municipally known as 9-13 Goudreau Road, along with the property municipally known as 7 Goudreau Road. The land purchase was made with the intention of expanding the dormitory facility northward.

Alamos applied for a Zoning By-law Amendment, which was granted by Council through By-law 2018-48 in November, 2018. The Amendment applied a site-specific zoning that included an Exception Zone and a Holding Zone. The zoning established four criteria to lift the Holding Zone:

- Dormitory uses must be serviced with public municipal water and sewage services with adequate capacity to service the proposed development;
- Completion of a slope stability study satisfactory to the Township that the lot is safe for development;
- Establishment of an easement across Lot 6 to the satisfaction of the appropriate authority that is suitable for a transmission line between the Dubreuilville Economic Development office and the existing Alamos Mines dormitory; and
- Submission and approval by the Township of a Site Plan Control application.

Along with the Site Plan Control application, Alamos is presently working with the Township to extend municipal services along Goudreau Road.

The proposed development features a total of six dormitory buildings accommodating a total of 262 beds. The facility will be supported by a kitchen building and recreation hall.

A total of 262 parking spaces of standard size are proposed to support the dormitory use. The parking spaces are located principally in the northern area of the subject lands, with a portion of the parking spaces located adjacent to select dormitory buildings.

Two vehicular access points will connect the development to Goudreau Road. The existing access driveway will be barricaded, but will be accessible during emergencies. The principal access point will be located abutting the existing access point to the north, and will be sized to permit access for loading vehicles. An optional access driveway will be provided to the north, near the centre of the lands, to provide vehicular access to the parking lots and the three northern dormitory buildings. The third access point at the northern area of the expansion will provide access to the northern parking facilities.

In accordance with Township of Dubreuilville Official Plan policies and Zoning By-law regulations, a 30-metre naturalized buffer will be maintained along the Green Lake shoreline. The buffer protects the quality of the naturalized riparian area along the lake, and prevents erosion and flooding.

The Crown lands immediately south of the subject lands are not included in the proposed development, and are shown on the submitted Site Plan with yellow and green hatching. In the event that these lands are acquired by Alamos in the future, submission of a Site Plan Amendment application will be required.

Subject Site and Context

The subject lands are located on the east side of Goudreau Road, along the western shore of Green Lake. The lands are legally described as:

- PART 6, PLAN 1R-13166;
- PARTS 1, 2 & 3, PLAN 1R-13565;
- PARTS 1, 2, 3, and 4, 1R-7009;
- PART 1, PLAN 1R-13521; and
- PART 1, PLAN 1R-5759.

All legal descriptions are in the Register for Algoma West Section, being in the Township of Dubreuilville, District of Algoma.

The subject lands are of an irregular configuration, given the meandering shoreline and the alignment of Goudreau Road to the west. The lot features approximately 706 metres of frontage along Goudreau Road, and 6.17 hectares of land area.

While the lands to the north are generally undeveloped, the planned function of the properties is low-density residential land uses. West and south of the lands are rural lands outside the urban boundary, with mineral aggregate resources and a waste management operation located on the west side of Goudreau Road. Green Lake abuts the property to the east.

Circulation Comments

Township Staff have confirmed that water and sanitary servicing capacity is available to service the proposed development, once services are extended. No other Staff comments have been received. Public consultation is not required for Site Plan Control applications.

Policy and Regulatory Framework

Provincial Policy Statement (PPS), 2014

The 2014 Provincial Policy Statement (PPS), issued under the authority of Section 3 of the Planning Act, provides direction on matters of provincial significance related to land use planning and development. The Planning Act requires that decisions affecting planning matters be consistent with policy statements issued under the Act.

The PPS promotes efficient development and land use patterns which accommodate an appropriate range and mix of land uses to meet long-term needs. Additionally, the policies promote cost-effective development standards to minimize land consumption and servicing costs.

Infrastructure, including water and sewage servicing, must be provided in a coordinated, efficient and cost-effective manner that considers impacts from climate change while accommodating projected needs.

Policy 1.6.3 requires that the use of existing infrastructure should be optimized prior to giving consideration to developing new infrastructure. In the case of the proposed development, there is not sufficient land elsewhere in the settlement area to accommodate a dormitory of this scale. Additionally, the proposal represents an expansion to an existing dormitory facility, achieving functional efficiencies related to traffic, administration, and provision of internal services. Expanding public services to the subject lands ensures that properties within the settlement area are provided with municipal services, the preferred form of servicing in the PPS.

Policy 1.6.7.2 states that efficient use shall be made of existing and planned transportation infrastructure. Existing Township roads are already available adjacent to the subject lands.

Planning authorities are required to provide for an appropriate range and mix of housing types and densities to meet projected requirements of current and future residents of the community by permitting and facilitating all forms of housing required to meet the social, health and well-being requirements of current and future residents. New housing shall also be directed to locations where appropriate levels of infrastructure and public service facilities are or will be available to support current and projected needs.

The PPS states that municipal sewage services and municipal water services are the preferred form of servicing for settlement areas. The subject lands are located within the Township settlement area, which is characterized in part by the presence of municipal services.

Section 2.2 of the PPS contains policies related to water resources. Policy 2.2.1(g) requires that planning authorities protect, improve, or restore the quality and quantity of water by ensuring consideration of environmental lake quality and capacity, where applicable.

The proposed development is consistent with the policies of the PPS.

Township of Dubreuilville Official Plan (2015-27)

The Township of Dubreuilville Official Plan contains goals, objectives, and policies that guide development in the community. All policies must be consistent with the Planning Act, Provincial Policy Statement (2014), the Growth Plan for Northern Ontario (2011), and all other applicable laws and policy directions.

Section 4 of the Official Plan establishes the overall development goals of the Township, including:

/ To achieve a compact and energy-efficient land use pattern that optimizes the use of available or planned infrastructure.

Planning Report File No. SPC-20190826-01

/ To achieve a mix of land uses and housing types and densities and development standards which are cost-effective, which facilitate intensification and redevelopment and which are compatible with the prevailing and emerging character of the Dubreuilville settlement area.

- / To create sustainable long-term prosperity of Dubreuilville through policies which encourage new business development through an investment-ready strategy, which respond to the revitalization of the mining and forest products sectors, which support the retention of existing businesses and the diversification of the economic base and which supports activities, programs and measures for sustaining a healthy community.
- To safeguard the public and the natural environment from natural and human-made hazards through the development of policies, tools and processes to identify, evaluate, prevent or protect against such hazards, and protect against incompatible uses.
- To promote development that is financially viable over the life-span of the community's infrastructure and physical assets.
- / To ensure that infrastructure, utilities, communications facilities and public service facilities have the capacity to support future growth and development.

Section 5 of the Official Plan establishes a set of objectives for development in the Township, including:

- / To provide and maintain an adequate supply of land for residential uses, employment areas (commercial, industrial), institutional uses, public service facilities, parks and open space uses to meet projected growth and development demands for the planning period.
- / To provide for an appropriate range and mix of housing types and densities to meet demographic and market requirements of current and future residents of Dubreuilville, while maintaining at all times at least a ten-year supply of land designated and available for new residential development and with servicing capacity through all forms of residential intensification and redevelopment and at least a three-year supply of lots in draft and / or registered plans.
- To designate land uses in the urban settlement area of Dubreuilville which will accommodate development and redevelopment, having regard for the health, safety, convenience and needs of the present and future population.
- To allow development where it can be adequately serviced within the existing capacity or planned expansion, upgrading, or improvement or public service facilities and infrastructure.
- To conserve and protect natural heritage features and areas and the attributes of the natural landscape in the design, development and maintenance of land uses and land use activities.
- / To provide the land use planning framework to sustain existing employment and encourage and stimulate new economic development.

Policy 6.1 of the Official Plan states that the Urban Settlement Area, as shown on the Land Use Plan (Schedule "A") shall be the focus of future growth, intensification, development and redevelopment within the community.

The subject lands are designated Residential Area on Schedule A of the Official Plan. The Residential Area designation is intended to include a full mix and range of housing types and densities appropriate to a small urban community.

Policy 6.3.1 of the Official Plan states that provision may be made for an urban mining camp close to the community core, which will integrate dormitory-style accommodation and dining and recreation facilities. The scale and location of the camp will be designed to ensure the land use compatibility of the camp with surrounding land uses.

Planning Principles established in Policy 6.3.2 include:

/ The lot size and frontage must be adequate for the intended use.

- / The lot shall be serviced with municipal water, sewage, stormwater and waste disposal services having adequate capacity to service the development.
- / The lot shall have frontage on and direct access onto a public road constructed to municipal standards and maintained by a public authority.
- / Housing types and densities will include a mix of dwelling types where designed to maintain compatibility and consistency in the character of the area in which they are located.
- The Township will work with the mining industry to facilitate the development of an urban mining camp that can be compatibly integrated into the urban form of the community.

Policy 6.3.2.8 of the Official Plan designates the land designated Residential Area on the western shore of Green Lake as a "secondary development area." Lower-density development may be permitted provided that land is serviced with municipal services and the shoreline is maintained in its natural state. The policy requires that main buildings be set back a minimum of 30 metres from the lake.

While the proposed development represents a higher-density form of housing, the buildings are proposed to be clustered at the southern portion of the lot as part of the facility expansion. As a result, the development cumulatively meets the intent of the policy, as a large portion of the development is reserved for parking and natural landscape features.

Policy 6.3.2.12(I) states that the shoreline of Green Lake shall be conserved in its natural state.

Policy 6.3.3.2 states that the Township may use Site Plan Control for larger multiple housing projects, including the urban mining camp, for group homes and for any shoreline residential development. Site Plan and zoning controls may be used to mitigate the impacts of non-residential uses on adjacent residential uses.

Section 6.15 of the Official Plan contains policies for Natural Heritage Features and Areas. Specifically, Section 6.15.2.3 requires that an appropriate level of ecological site assessment be conducted prior to accepting an application for development as complete to determine if natural heritage features and areas, including species at risk, are present on or adjacent to the development lands. Where the initial assessment determines that one or more natural heritage features is present, no development or site alteration shall be permitted unless an Environmental Impact Study (EIS) is completed, which demonstrates that no negative impacts will result on the natural features or their ecological value. An EIS was submitted with the Site Plan Control application, and the associated recommendations have been incorporated into the Site Plan Agreement.

Policy 12.2 requires that all development within the Dubreuilville Urban Settlement Area shall be serviced with municipal water and sewage services, or as per the policies of each designation except as otherwise provided in the Plan. Municipal Services are proposed to be extended to service the proposed development, and are established as a condition of approval in the Site Plan Agreement.

The proposed development conforms with the policies of the Official Plan.

Township of Dubreuilville Zoning By-law (2015-44)

As a result of 2018-48, the subject lands are zoned Residential Boarding House Exception One Holding Zone I (R5-X1-h(i)) in the Township of Dubreuilville Comprehensive Zoning By-law 2015-44. The R5-X1 zone was created to permit the existing dormitory facility on a permanent basis.

The proposed development is evaluated against the R5-X1 zoning provisions in the table below:

Provision	Zoning By-law Requirement	Proposed	Compliance
Minimum Lot Area	9,000 m ²	6.17 ha.	✓

Provision	Zoning By-law Requirement	Proposed	Compliance	
Minimum Lot Width	90 m	743 m	✓	
Minimum Front Yard Setback	10 m	14 m	✓	
Minimum Rear Yard Setback	10 m	43 m	√	
Minimum Interior Side Yard	3 m	>3 m	✓	
Maximum Building Height	12 m	5 m	✓	
Maximum Lot Coverage	40%	8%	✓	
Minimum Number of Parking Spaces	1 space per guest unit	262 spaces	✓	
Minimum Number of Barrier-Free Parking Spaces	1 barrier-free space per 25 parking spaces	-All proposed spaces comply with dimension requirements-	~	
Minimum Parking Space Dimensions	2.6 m x 5.5 m	3 m x 6 m	✓	
Minimum Barrier-Free Parking Space Dimensions	3 m x 6 m	3 m x 6 m	✓	
Parking Lot Surface Material	Crushed Stone, Asphalt Paving, Concrete, Paver Stones	Granular A Gravel	✓	
Minimum Driveway / Aisle Width	6 m	7 m	✓	

As outlined in the table above, the proposed development complies with the Zoning By-law.

Technical Studies

The following technical studies were submitted in support of the Site Plan Control application. In all cases, the studies demonstrated that the proposed development was functional and appropriate. Where the studies contained recommendations, conditions of the Site Plan Agreement were incorporated to require the applicant to comply with the recommendations:

- / Environmental Impact Study;
- / Qualitative Slope Stability Review Documents;
- / Wildland Fire Risk & Hazard Assessment; and
- / Geotechnical Investigation.

Planning Recommendation

It is our professional planning opinion that the proposed Site Plan Control application conforms to the Township of Dubreuilville Official Plan (2016) and complies with the provisions of the Township of Dubreuilville Zoning By-law (2015).

The land is suitable for the purpose that it is intended. We therefore recommend that Council execute the Site Plan Agreement, attached as Appendix A.

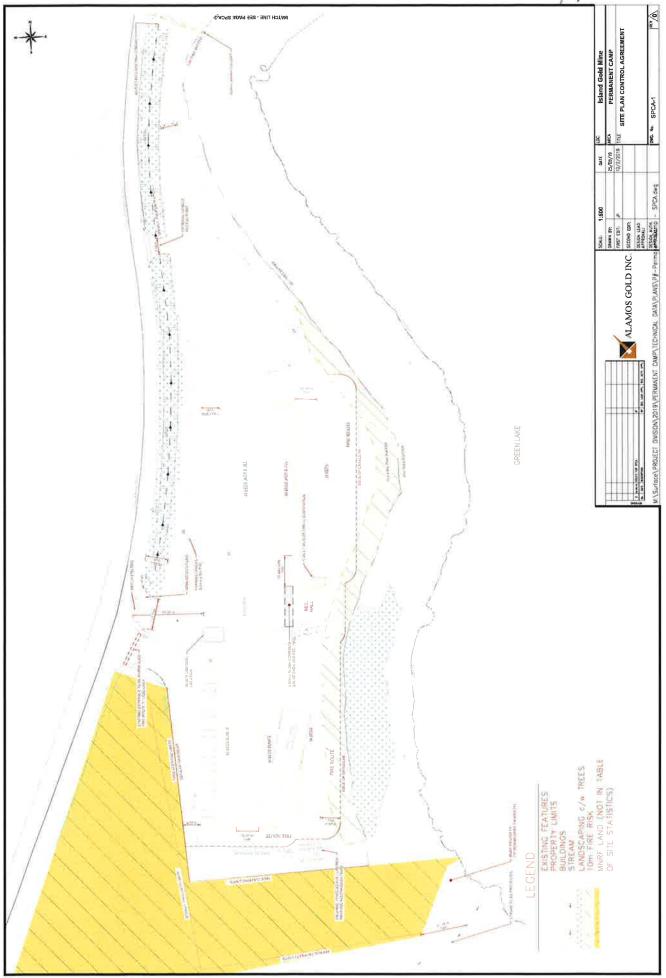
Fotenn Consultants Inc.

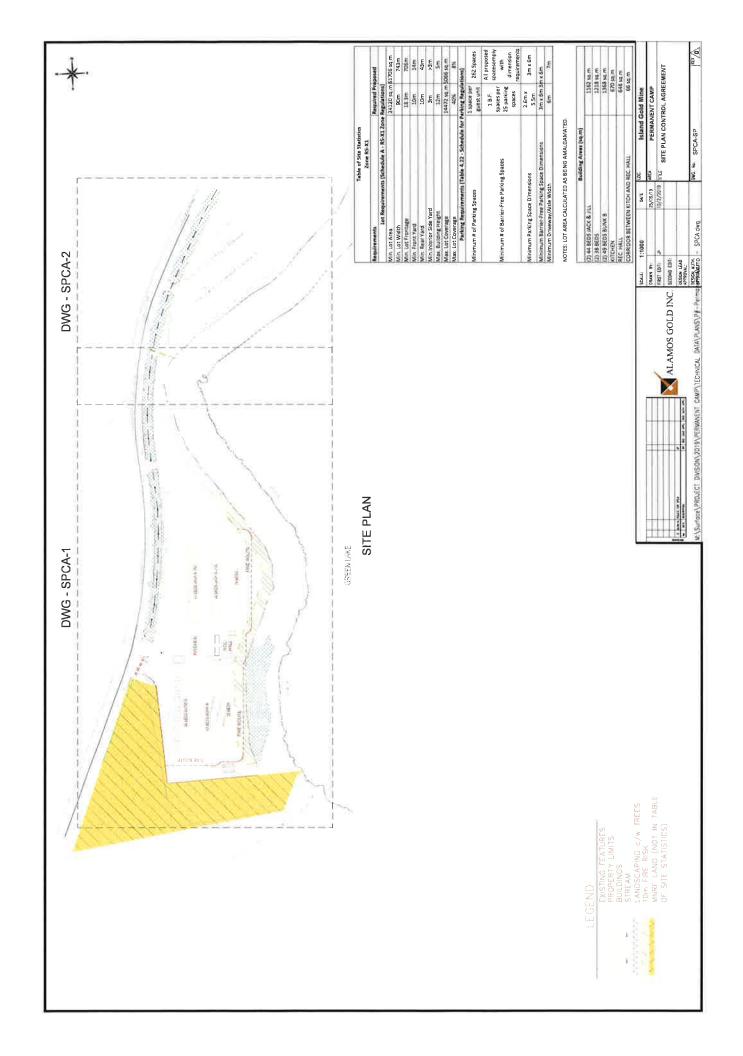
Jaime Posen, MCIP RPP

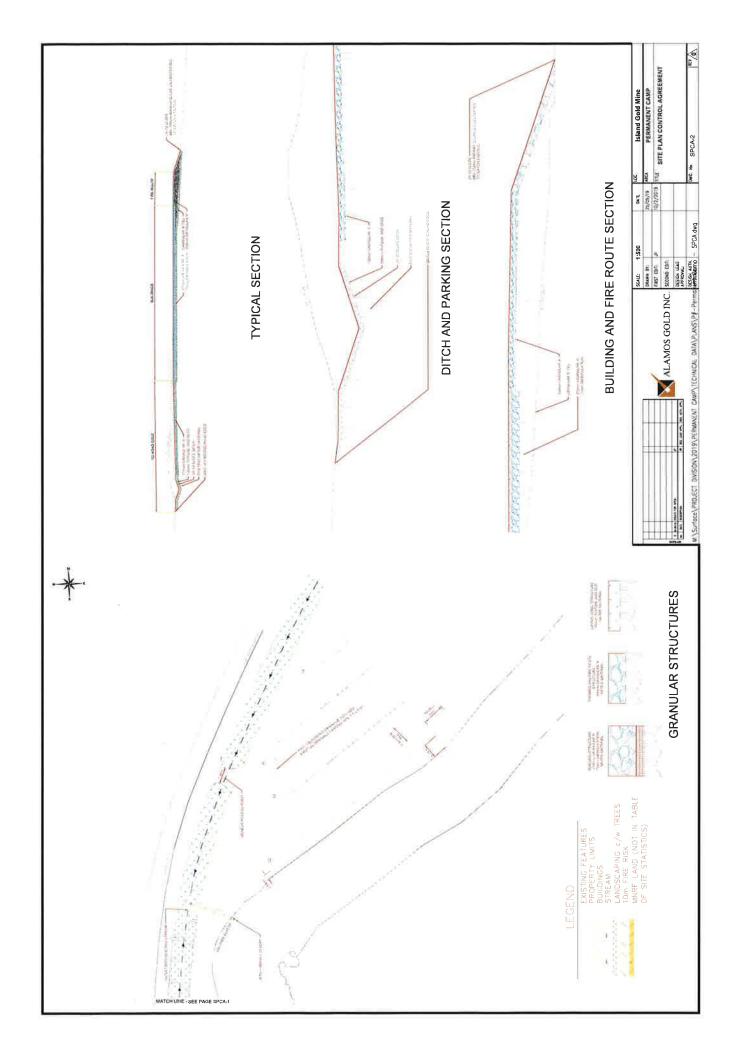
Senior Planner

Appendix A: Draft Site Plan Agreement

Appendix A.







CANTON DE/TOWNSHIP OF DUBREUILVILLE

Council Board Report

Vendor: 1372101 to ZOOCAS01

Fund: 1 GENERAL FUND



Visa

9.1 Listf

Date Range: 10-Oct-2019 to 10-Oct-2019

Sequence by: Cheque No **Fund No. Masked:** No

AP5200

Vendor Name	Cheque No.	Cheque Date	Purpose Amount Alloc	ated to Fund
Bell Canada	988	10-Oct-2019	Monthly Service - Sep22/2019 to Oct21/2109 - F.	904.47
Canadian Tire Store	989	10-Oct-2019	Multi-Use Trail - Supplies - Tools	723,17
Chapters Indigo	990	10-Oct-2019	Library - Purchase Books	278.83
CTRL2MARKET (1887486 Ontario Inc.)	991	10-Oct-2019	Public Work Truck - Supplies Gas - Sep18/2019	973.37
Flags Unlimited	992	10-Oct-2019	Complexe - Supplies - Canada Flags	418.73
Kobo.com	993	10-Oct-2019	Library - Purchase Book	5.07
LOL Resto Bar	994	10-Oct-2019	Strongman - Breakfast & Dinner Voucher	345.00
Mac's Gas	995	10-Oct-2019	Public Work Truck - Supplies Gas - Sept20/2019	55.06
Minister of Finance	996	10-Oct-2019	Prepaids & PW Truck & Rec Truck & Garbage Tr	745.25
Park N Play Design Company Ltd	997	10-Oct-2019	Parks - Buying - Swing	2,072.10
Petro Canada	998	10-Oct-2019	Public Work Truck - Supplies Gas - September 2	48.02
Playpower LT Canada Inc. Accounts Receivable	999	10-Oct-2019	Parks - Buying - Wave Slide	1,199.95
Quattro Suites & Conf. Centre (Sault)	1000	10-Oct-2019	Emergency Awareness - Travelling Expenses - R	618.14
Royal Bank - Visa	1001	10-Oct-2019	Admin - Annual Fees on Visa 2019	50.00

Lacroix Entreprises

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CANTON DE/TOWNSHIP OF DUBREUILVILLE

Council Board Report

Vendor: 1372101 to ZOOCAS01 Fund: 1

GENERAL FUND



AP5200

Page:

Date Range: 09-Oct-2019 to 09-Oct-2019

Sequence by: Cheque No Fund No. Masked:

Vendor Name	Cheque No.	Cheque Date	Purpose Amount Alloc	ated to Fund
Algoma District Services Administration Board	5000	09-Oct-2019	Municipal Levy - October 2019	8,726.33
Bouchard, Suzanne	5001	09-Oct-2019	Admin - Tra. Exp Mileage & Meals - Planning /	824.95
B. Casey, Shelley	5002	09-Oct-2019	Admin - Cell Phone Usage - Jul to Sept 2019	310,00
DECHAMPLAIN, FRANCIS	5003	09-Oct-2019	Water Distribution - Travelling Expenses - Trainir	95.00
Fire Marshal's Public Fire Safety Council	5004	09-Oct-2019	Fire Department - 2019 Fire Prevention Week Ba	91.09
FOTENN Consultants Inc.	5005	09-Oct-2019	Planning / Zoning - Misc. Service Professional - 2	2,344.75
Jardine Lloyd Thompson Canada	5006	09-Oct-2019	Monthly Premium - August 2019	2,921.07
JJAM Agency	5007	09-Oct-2019	Strongman - Radio Publicity	565.00
Justin,Leclair	5008	09-Oct-2019	Fire Department - Travelling Expenses - Mileage	535.80
Kabi Lake Forest Products Inc.	5009	09-Oct-2019	A/R - Water & Sewer - Clearing Bunkhouse	33,042.54
Moore, Leandre	5010	09-Oct-2019	Fire Department - Buying - Anchor Bolts	14.37
MTE ParalegalProfessional Corp	5011	09-Oct-2019	Admin - Misc, Service Professional - Assessmen	1,538.50
Mun. Property Assessment Corp.	5012	09-Oct-2019	Admin - 4th Quarter Service - Support MPAC	2,563.05
Mun. Tax Equity Consultants	5013	09-Oct-2019	Admin - Misc. Service Professional - Project Mar	1,810.26
Nantel Beverly,	5014	09-Oct-2019	Mayor - Travelling Expenses - Mileage - ADMA N	410.40
O.M.E.R.S.	5015	09-Oct-2019	OMERS - Remittance - September 2019	12,086.02
Ontario Clean Water Agency	5016	09-Oct-2019	Water Well Supply & Wastewater - October 2019	12,995.17
Pilon, Melanie	5017	09-Oct-2019	Economic Development - Tra. Exp Mileage & F	430.46
Technical Standards & Safety Authority	5018	09-Oct-2019	Arena - Inspection - Boilers & Pressure Vessels	183.00
Telizon Inc.	5019	09-Oct-2019	Monthly Business Lines / Internet / Long Distance	6.63
			Total:	81,494.39



Being a By-law to confirm the proceedings of the Council of the Corporation of the Township of Dubreuilville at its special meeting held on October 9, 2019.

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 October 9, 2019 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 October 9, 2019 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.

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MAYOR				
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CAO-CLERK				



Being a By-law to authorize the execution of an agreement between the Corporation of the Township of Dubreuilville and its nonunionized full-time permanent hourly employees.

WHEREAS the Corporation of the Township of Dubreuilville deems it necessary to enter into an agreement with its non-unionized full-time permanent hourly employees for establishing the working conditions and fringe benefits for its employees;

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

- 1. That the Mayor and the CAO-Clerk be and are hereby authorized to execute an employment agreement with its non-unionized full-time permanent hourly employees of the Corporation of the Township of Dubreuilville for the period from September 1, 2019 to December 31, 2022.
- 2. That the agreement attached hereto and marked as Appendix '1' be and shall form part of this By-law.
- 3. That By-Law 2016-14 be and is hereby repealed.
- 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 9th day of October, 2019.

MAYOR			
CAO-CLERK			



Being a by-law to adopt and maintain a policy with respect to the sale and other disposition of land.

WHEREAS pursuant to Section 270(1) of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended, the Corporation of the Township of Dubreuilville is required to adopt and maintain policies governing its sale and other disposition of land;

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

- 1. That the attached Schedule "A" form part of this by-law and sets out the policy with regards to the sale and other disposition of land.
- 2. That By-Law 2015-140 be and is hereby repealed.

CAO-CLERK

3. That this By-Law shall come into force and take effect upon its reading and being passed.

EAD a first, second and third time and be finally passed this 9 th day of October, 2019.	
MAYOR	

SCHEDULE "A" TO BY-LAW 2019-52

THE CORPORATION OF THE TOWNSHIP OF DUBREUILVILLE POLICY FOR THE SALE OR OTHER DISPOSITION OF LAND

1. AUTHORITY

Section 270(1) of the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended, requires all municipalities to adopt and maintain policies governing the sale of surplus land.

2. POLICY STATEMENT

The Corporation of the Township of Dubreuillville and its management recognize the following principles for the sale or other disposition of land.

3. **DEFINITIONS**

Act shall mean the Municipal Act, 2001, S.O. 2001, c. 25, as amended.

Appraisal shall mean a written opinion of fair market value.

Certificate shall mean the Clerk's Certificate verifying that, to the best of his/her knowledge, the requirements of the *Municipal Act*, 2001 and a policy which applies to the sale of surplus land have been complied with.

Clerk shall mean the Clerk of the Corporation of the Township of Dubreuilville.

Council shall mean the Council of the Corporation of the Township of Dubreuilville.

Land shall mean the lands owned by the Corporation of the Township of Dubreuilville, and includes building and fixtures, whether vacant or not, or any other proprietary interest in lands owned by the Township.

Sale shall mean the sale, transfer or conveyance of land by the town.

Surplus land shall mean any lands declared surplus by the Council of the Corporation of the Township of Dubreuilville.

Township shall mean the Corporation of the Township of Dubreuilville.

4. PROCEDURES FOR THE SALE OF SURPLUS LANDS

Prior to selling any land, Council may, by resolution, declare the land to be surplus to the needs of the Township.

5. CONSIDERATIONS PRIOR TO THE SALE OF SURPLUS LAND

5.1 Prior to selling any surplus land, the Township may consider whether in the circumstances it is appropriate to obtain, and may obtain, an Appraisal of the land from:

- i. An independent qualified appraiser who is a member in good standing of a recognized governing body of appraisers in Canada; or
- ii. A real estate brokerage, or real estate agent having knowledge and skill in land transactions in the Township; or
- iii. Any other person deemed by the Township on the basis of knowledge and skill to be qualified for this purpose, including a qualified land assessor in the Province of Ontario.

The Township shall make a reasonable efforts to sell the Land for fair market value, however, the Township reserves the right to sell the Land for below fair market value if it is determined that there is a public benefit to the Township to sell the Land for below fair market value.

- 5.2 Prior to selling any surplus land, the Township shall consider whether notice of the proposed Sale should be published in advance of any proposed Sale. Should the Township determine that notice shall be give, it shall publish a notice in at least one (1) newspaper and the Township website. Any additional notice shall be at the discretion of the Clerk. The Clerk may publish in a newspaper that, in the opinion of the Clerk, has such circulation within the Township as to provide reasonable notice of the sale or, if there is no such newspaper, post a notice in the municipal office and one other prominent place in the municipality.
- 5.3 Any notice required shall be no later than ten (10) days prior to the commencement of the sale process of land and may include the following:
 - i. A brief description of the reason for the sale of land.
 - ii. Proposed date of closing;
 - iii. Legal description, municipal address and/or map of the lands to be sold, which in the opinion of the Clerk is sufficient to identify the lands to be sold.
 - iv. Time and location of Council meeting to consider the sale.
 - v. Name and contact information of individual at the Township handling the sale.

6. METHOD OF SALE

- 6.1 The Township may utilize any of the following methods of sale:
 - i. Sale by tender
 - ii. Sale by auction
 - iii. Listing and Sale by way of a Real Estate Agent
 - iv. Sale by an alternate method
- 6.2 The Council of the Township shall by by-law determine the method to be used for the Sale or other disposition of any land and the Clerk of the Township shall carry out the Sale or other disposition in accordance with the method authorized.
- 7. CLOSING/SALE OF A LAND/STREET OR PUBLIC THOROUGHFARE

- 7.1 The Township shall estimate the costs incurred or required to close and/or sell the highway including public notice, survey, legal fees, realty fees, encumbrances, improvements or such costs associated with the Sale of the Land.
- 7.2 The Township shall determine a sale price based on the value of the Land.
- 7.3 Council may reserve the right to adjust the sale price where, in the opinion of Council, it is in the best interests of the Township.

8. CLOSED SESSION

All tenders, quotations or offers may be presented to Council in closed session for deliberation, in accordance with section 239 of the *Municipal Act, 2001*, unless Council direction has been given to the Township to negotiate the sale within certain terms or an alternate method of Sale is approved by Council.

9. CLASSES OF PROPERTY EXEMPT FROM PROCEDURES

The below classes of property are exempt from procedures as outlined in this By-Law.

- i. The Sale of Lands for Tax Arrears;
- ii. The Sale of Lands under the *Expropriation Act*.

10. AUTHORIZING BY-LAW

Any Sale of Land by the Township shall be ratified by by-law authorizing the sale.

11. CERTIFICATE OF COMPLIANCE

The Clerk may issue a Certificate with respect to a sale of land by the Township verifying that, to the best of his or her knowledge, the requirements of the *Municipal Act*, 2001, and this policy, have been complied with.

12. GENERAL

- 12.1 This Policy shall be administered by the Clerk's office.
- 12.2 This Policy shall be referred to as the "Policy for Sale or other Disposition of Land.
- 12.3 Upon approval of this Policy, By-Law 2015-140, or any other by-law in existence relating to the Sale of Land in the Township are hereby repealed;
- 12.4 In the event that the provisions of this Policy are inconsistent with the provisions of the *Municipal Act*, its Regulations or any other Act, the provisions of the Act or Regulation shall prevail.



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 Alamos Gold Inc.

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:

1	Execution	n of	Docu	iment
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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 th	nird time and b	e finally passe	ed this 9 th da	y of Octobe	r, 2019.
MAYOR						



Being a By-law to appoint Kevin Sabourin as Chief Building Official for the Corporation of the Township of Dubreuilville.

WHEREAS the Corporation of the Township of Dubreuilville has requested that the Municipality of Wawa provide the necessary qualified Chief Building Official and Building Inspector and certain support services to perform management, inspection and enforcement duties pursuant to subsection 3(1) of the *Building Code Act*, S.O. 1992, c.23 and amendments thereto; and

WHEREAS an agreement dated February 16, 2010 has been duly executed by the Corporation of the Township of Dubreuilville and the Corporation of the Municipality of Wawa for the provision of Building Code Act Management, Inspection and Enforcement Services and;

WHEREAS the Corporation of the Township of Dubreuilville deems it necessary to appoint a Chief Building Official for the purpose of administering and enforcing the provisions of the Ontario Building Code Act for the Township of Dubreuilville.

NOW THEREFORE the Council of the Corporation of the Township of Dubreuilville enacts as follows:

- 1. That Kevin Sabourin be hereby appointed Chief Building Official to provide the services of administering and enforcing the Ontario Building Code Act for the Township of Dubreuilville; and
- 2. That the Mayor and the CAO-Clerk are hereby authorized to sign this by-law and affix the corporate seal thereto; and
- 3. That this By-law be deemed to have taken effect on October 9, 2019; and
- 4. That By-Law No. 2010-07 therefore be and is hereby repealed.

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MAYOR		
CAO-CLERK		



Being a By-law to authorize the execution of the Missinaibi SFL Shareholder Agreement between the Corporation of the Township of Dubreuilville and Missinaibi Forest Management Inc.

WHEREAS the Corporation of the Township of Dubreuilville deems it desirable to enter into a shareholder agreement with regards to the Missinaibi SFL Shareholder Agreement;

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

- 1. That the Mayor and the CAO-Clerk of the Corporation of the Township of Dubreuilville be authorized to execute a shareholder agreement between the Missinaibi Forest Management Inc. and the Corporation of the Township of Dubreuilville with regards to the Missinaibi SFL Shareholder Agreement as per Schedule '1' attached to this by-law.
- 2. That this By-Law shall come into force and take effect upon its reading and being passed.

READ a first, second and third time and be finally passed this 9 th day of October, 2019
MAYOR
CAO-CLERK

10,7



By-Law No. 2019-56

Being a By-law to authorize the execution of Contract No. 2019-2 – Extension of Municipal Water and Sewage Services between C. Villeneuve Construction Co. Ltd. and the Corporation of the Township of Dubreuilville

WHEREAS the Corporation of the Township of Dubreuilville deems it desirable to enter into a contract with C. Villeneuve Construction Co. Ltd. With regards to Contract No. 2019-2 – Extension of Municipal Water and Sewage Services;

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

- 1. That the Mayor and the CAO-Clerk of the Corporation of the Township of Dubreuilville hereby be authorized to execute the Contract No. 2019-2 between C. Villeneuve Construction Co. Ltd. and the Corporation of the Township of Dubreuilville with regards to the Extension of Municipal Water and Sewage Services as per Schedule '1' attached to this by-law.
- 2. That this By-Law shall come into force and take effect upon its reading and being passed.

READ a first, second and third time and be finally passed this 9 th day of October, 2019.	
MAYOR	
CAO-CLERK	

THE CORPORATION OF THE TOWNSHIP OF DUBREUILVILLE

BY-LAW NO. 2019-57

BEING A BY-LAW to enter into an agreement with **Alamos Gold Inc.**, respecting a Site Plan Control Area for a development to expand an existing worker dormitory facility.

WHEREAS the Planning Act, R.S.O. 1990, Chapter P.13, Section 41 (2), provides that, where in an official plan an area is shown or described as a proposed site plan control area, the council of the local municipality in which the proposed area is situated may, by by–law, designate the whole or any part of such area as a site plan control area;

AND WHEREAS the Council of the Corporation of the Township of Dubreuilville has passed By-Law No. 88-11, designating certain areas as a Site Plan Control Area;

AND WHEREAS no person shall undertake any development in the area as defined by Township of Dubreuilville By–Law No. 88-11 unless Council, or where a referral has been made, the Local Planning Appeals Tribunal, has approved plans and/or drawings for such development;

AND WHEREAS Alamos Gold Inc. has submitted a Site Plan and associated studies for the proposed expansion to an existing mine worker dormitory facility;

NOWTHEREFORE the Council of the Corporation of the Township of Dubreuilville does hereby enact the following as a By–Law:

1. THAT the Corporation of the Township of Dubreuilville (the "Corporation") does hereby enter into a Site Plan Control Area Agreement with Alamos Gold Inc., respecting the development of lands in the Township of Dubreuilville described as 7, 9, 11, 13, and 15 Goudreau Road, being in the Township of Dubreuilville, District of Algoma (the "Agreement").

By-Law No. 2019-57 Page 2

2. THAT a copy of this Agreement is attached hereto and marked as Schedule "A" to this by-law, and the Mayor and CAO-Clerk be and are hereby authorized to execute the said Agreement on behalf of the Corporation and to affix thereto the Official Seal of the Corporation.

READ a first and second time this 9th day of October, 2019.

BEVERLY NANTEL, MAYOR

SHELLEY B. CASEY, CAO-CLERK

READ a third time and finally passed this 9th day of October, 2019.

BEVERLY NANTEL, MAYOR

SHELLEY B. CASEY, CAO-CLERK

Schedule "A" to Township of Dubreuilville By-Law No. 2019-57, passed this 9th day of October, 2019

Page 3

~ BETWEEN ~

Alamos Gold Inc.

hereinafter called the "Owner"

OF THE FIRST PART

~ AND ~

THE CORPORATION OF THE TOWNSHIP OF DUBREUILVILLE

hereinafter called the "Township"

OF THE SECOND PART

WHEREAS the Owner represents that it is the registered owner in possession of the land situated, lying and being in the Township of Dubreuilville and being more particularly described as: PART 6 PLAN 1-R13166; PARTS 1, 2, AND 3, PLAN 1R-13565; PARTS 1, 2, 3 AND 4, PLAN 1R-7009; PART 1, PLAN 1R-13521 AND PART 1, 1R-5759, all in the Register for Algoma West Section, being in the Township of Dubreuilville, District of Algoma;

AND WHEREAS the Owner desires to develop the lands in accordance with the proposed Site Plan Agreement Plans shown as Appendix A and which plan is on file at the Corporation of the Township of Dubreuilville and which plan is referred to as the "Site Plan";

NOW THEREFORE this Agreement witnesseth that in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereto covenant, promise and agree the one with the other as follows:

1. Land Affected

- (a) The Owner hereby agrees that the property affected by this agreement is described as: (i) Surface Rights Only; Part of Location CL10201, Dunphy, designated as PART 6 PLAN 1-R13166, being PIN 31128-0569(LT); (ii) PARTS 1, 2, AND 3, PLAN 1R-13565, being a PIN to be assigned; (iii) PCL 11535 SEC AWS; Part Location JC652, Dunphy, PARTS 1, 2, 3 AND 4, PLAN 1R-7009, except Parts 1 & 2, 1R-8966, being PIN 31128-0449(LT) now described as new PART 1, PLAN 1R-13521, being a PIN to be assigned; AND PCL 11391 SEC AWS; Location JC634, Dunphy, PART 1, 1R-5759, being PIN 31128-0443(LT), all in the Register for Algoma West Section, being in the Township of Dubreuilville, District of Algoma (collectively, the "Land").
- (b) The terms of this Agreement apply to all of the parcels described in Part (a) above as a single coordinated project. The Owner shall provide evidence to the Township by March 31, 2020 that all parcels have been consolidated in title, or that a legal process to consolidate the parcels (such as a Deeming By-law) has commenced.

2. Zoning

The Land referred to in paragraph 1 are zoned Residential Boarding House, Exception One (R5-X1) and Residential Boarding House, Exception One, Holding Zone (R5-X1-h(i)) and the proposed dormitory use conforms with Zoning By-law 2015-44 and Zoning By-law 2018-48.

3. Compliance with Site Plan

The Owner agrees that upon approval of the Site Plan by the Township, more particularly described as Appendix A – Site Plan Control Agreement Plans, and details and all applicable site addenda and attached to this Agreement as Appendix A, that the proposed building(s), landscaping, parking area, driveway, waste disposal facilities, and other works shown on the said plans, shall be erected in conformity with the said Site Plan.

4. Compliance with Supporting Studies

The Owner agrees that upon approval of the Agreement by the Township, the proposed development will comply with the recommendations contained in the supporting studies, more particularly described as follows:

Appendix B - Environmental Impact Study;

Appendix C – Qualitative Slope Stability Review Documents;

Appendix D - Wildland Fire Risk & Hazard Assessment; and

Appendix E – Geotechnical Investigation,

also attached hereto this Agreement.

5. Completion Date

The Owner covenants and agrees to fully complete the facilities, works and other matters herein to the satisfaction of the Township on or before the 31st day of December, 2020.

6. **Default**

The Owner acknowledges and agrees that failure to comply with any terms of this agreement may result in the Township taking such action as permitted by law. Notwithstanding any other remedy permitted by law in the event of default by the Owner with respect to the terms of this agreement, the Township, at the expense of the Owner, is entitled to enter upon the Owner's Land between the hours of 8:00 a.m. – 4:30 p.m., Monday to Friday excluding statutory holidays (the "Right of Entry Timeframe") and remedy all such matters which are in default and recover all costs incurred by the Township against the Owner in any manner as permitted by law. The Owner further acknowledges and agrees that the entry and performance of works and procedures by the Township or persons directed by the Township shall not constitute a trespass.

7. Indemnity

The Owner shall indemnify the Township and each of its officers, servants and agents from all loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind, arising from or in consequence of

the execution, non-execution or imperfect execution of any of the work herein before mentioned or of the supply or non-supply of materials therefore, whether such loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings arise by reason of negligence or without negligence on the part of the Owner or its contractors, officers, servants, or agents, or whether such loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings are occasioned to or make or brought against the Owner or its contractor, officers, servants, or agents, or the Township, its officers, servants or agents.

8. Non-Compliance by Owner

It is understood and agreed by the parties hereto that in the event of a failure of an undertaking contained herein the Township may, upon giving notice to the Owner, direct that all work on the property immediately stop and no further work be done and the erection or construction of buildings or structures on the subject property shall cease until the Township directs otherwise.

9. Compliance with Other By-Laws

Notwithstanding any of the provisions of this agreement, the Owner shall be subject to all the by-laws of the Township.

10. Agreement Acknowledged

The Owner shall not call into question, directly or indirectly in any proceedings whatsoever, in law or in equity or before any administration tribunal, the right of the Township to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this agreement may be pleaded as an estoppel against the Owner in any such proceedings.

11. Facilities and Work to be Provided

The Owner covenants and agrees to provide and maintain, at its sole expense, each and every facility, work or other matter illustrated on the Site Plan attached hereto or otherwise required by the terms of this Agreement, all to the satisfaction of the Township. Without in any way limiting the generality of the

foregoing, the Owner covenants and agrees with the Township to comply with the following:

11.1 Buildings

- (a) buildings shown on the Site Plan in Appendix A shall be sited in the locations illustrated on the Site Plan;
- (b) buildings shown on the Site Plan in Appendix A shall be designed in accordance with the building footprints shown on the Site Plan, and building footprints shall not be enlarged;
- (c) buildings shall be designed to contain the number of beds indicated on the Site Plan in Appendix A, and shall not be designed to include an increased number of beds without an amendment to this Agreement; and
- (d) in accordance with the Site Plan in Appendix A, the placement of buildings shall incorporate a minimum 9.0-metre separation distance between buildings.

11.2 Parking and Driveways

- (a) provide ingress and egress to the Land at the points and in the manner illustrated on the Site Plan in Appendix A;
- (b) restrict parking for all vehicles on the Land to the parking areas illustrated on the Site Plan in Appendix A;
- (c) construct all off-street vehicular parking facilities with gravel, as
 indicated on the Site Plan in Appendix A, that complies with the requirements of the Township, in the opinion of the Infrastructure Superintendent;
- ensure that all parking, driveway, and drive aisle facilities comply with the provisions of the Township of Dubreuilville Zoning By-law 2015-44;
- (e) be solely responsible for the prompt removal of snow and ice from all access ramps, driveways, parking areas, loading areas, walkways, overhanging eaves and pitched roofs or structures

adjacent to any area traveled by pedestrians or vehicles on the Land;

- (f) ensure that the building is served by access routes for firefighting, as required, designed and constructed in accordance with the Building Code Act, 1992, SO 1992, c 23. Said approved access routes shall be maintained in accordance with the Fire Protection and Prevention Act, 1997, SO 1997, c 4. The Owner further agrees to abide by the Township's By-Law relating to the maintenance and signage of such facilities; and
- (g) no parking shall be permitted on any Township roadway or road allowance.

11.3 Landscaping and Lighting

- (a) not alter the grades of or remove trees or other vegetation from the Land unless:
 - (i) the Township has agreed in writing to such alteration or removal; and
 - (ii) a building permit is issued for the construction work contemplated herein on the Land; and
- (b) any lighting used to illuminate off-street parking areas, entrances, walkways, and structures shall be located, shielded and directed upon such parking areas, entrances, walkways and structures so that it does not reflect onto adjacent properties or interfere with vehicular traffic on adjacent roadways. In no case shall bare incandescent bulbs be used for such illumination.

11.4 Garbage Disposal

- (a) all garbage, refuse and other waste material shall be promptly placed in a suitable container and made available for removal;
- (b) in consultation with the Township Infrastructure Superintendent, select an appropriate location on the Land for the garbage disposal container, as shown on the Site Plan in Appendix A;

- (c) make suitable arrangements for the regular collection and disposal of all garbage, sanitary refuse and waste from the Land; and
- (d) immediately dispose of all garbage, sanitary refuse and waste from the Land upon receipt of a request from the Township to do so.

11.5 Storage

(a) not permit outside garbage, refuse and other waste materials on the Land except for enclosed garbage containment as approved by the Township pursuant to the terms of this Agreement.

11.6 Grading and Drainage

- (a) grade, alter in elevation and/or contour, the Land in accordance with the plans affixed hereto and to ensure that all storm, surface and waste water from the Land and from any buildings or structures thereon shall be directed towards the Goudreau Road right-of-way and disposed of in accordance with Appendix A affixed hereto; and
- (b) ensure that no soil is added to or removed from the Land or any landscaping carried out on the Land so as to cause ground water or roof run-off or drainage to be interrupted or diverted to properties adjacent to the Land or to cause ponding, reverse flow or raising of the water table on properties adjacent to the Land.

11.7 Site Servicing

- (a) municipal water and wastewater services shall be extended to the Land, in accordance with zoning requirements and to the satisfaction of the Infrastructure Superintendent;
- (b) following the extension of municipal water and wastewater services, construct a connection to the municipal wastewater system on the Land to adequately serve any buildings to be erected thereon and the construction of this wastewater system shall be at the expense of the Owner and designed in accordance with Township and provincial specifications;

(c) ensure that no storm, surface or roof water emanating from the Land shall be discharged into any sanitary sewer system in the Township; and

(d) repair and forever maintain sanitary and surface drainage systems located directly on the Land.

11.8 **Water**

- (a) construct, install and forever maintain all water services and all internal water supply services necessary to serve the Land and the development thereon. The construction of the necessary connections to existing watermains and the internal water supply services shall be in accordance with the requirements, specifications and design approved by the Township;
- (b) install and pressure test any required fire hydrants prior to any above grade construction on the Land; and
- (c) keep all fire hydrants free of all obstruction at all times, and provide protection for the said fire hydrants to the satisfaction of the Township.

11.9 Road Construction

- (a) be responsible for the cost of constructing the driveway entrances and, if applicable, the installation of new curb cuts as they abut any Township street, the requirements for which shall be decided by the Township in its sole discretion, acting reasonably. This work shall be done by the Owner at the expense of the Owner; and
- (b) construct / re-construct the roadway adjacent to the Land to the satisfaction of the Township, where construction results in damage to the roadway or other infrastructure elements in the municipal right-of-way.

12. Naturalized Buffers

The Owner covenants and agrees to maintain 30-metre naturalized buffers on the Land, measured from the high water mark of the Green Lake shoreline and the creek south of the Land. The buffers shall remain in a natural state and shall not be cleared of vegetation, except with written permission from the Township. No buildings or structures shall be erected within the 30-metre naturalized buffers.

13. Naturalized Buffer Rehabilitation

The Owner covenants and agrees to rehabilitate existing disturbances within the high water mark of Green Lake, including parking areas, where re-grading and vegetation clearance has already occurred.

14. Access to Lakeshore

The Owner agrees that any access to the lakeshore constructed shall be limited to a 3-metre-wide access trail and shall be constructed with native soils or soft substrate (i.e. wood chips or mulch).

15. Sight Triangle

The Owner covenants and agrees to maintain an unobstructed sight triangle measuring 5 metres by 5 metres on the Land abutting the northern edge of the access driveway connecting the parking lot to Goudreau Road, as shown on the Site Plan in Appendix A. This triangle shall be cleared of vegetation, buildings, structures, or any other visual obstruction above an elevation of 0.6 metres from the driveway surface abutting the triangle.

16. Timing of Vegetation Clearance

Where the clearing of vegetation is required to accommodate the development shown on the Site Plan in Appendix A, the Owner agrees and covenants to limit vegetation clearing and grubbing activities to periods outside of the Breeding Bird season, defined as April 15 to August 30.

Nest Surveys

Where the removal of buildings or structures are required, the Owner agrees to engage a qualified professional to complete a survey to ensure nests are not

present inside or outside of the structure. If Barn Swallow nests are present, but not active (outside of the Breeding Season), the Owner agrees to provide a replacement structure nearby to replace lost habitat, in accordance with Ministry of Natural Resources and Forestry guidelines.

18. Bald Eagle or Bald Eagle Nest Sightings

If a Bald Eagle becomes a common sighting or a stick nest is observed, the Owner agrees to cease clearing activities immediately and to contact the Wawa District Office of Ministry of Natural Resources and Forestry (the "District MNRF") within five (5) business days. Where a stick nest is observed within 120 metres of the Land, the Owner shall apply a 500-metre buffer around the nest in which no clearing activities are to occur, and shall contact the District MNRF office within five (5) business days.

19. Culverts and Sediment Control

Where a road or trail is to be developed over drainage channels, the Owner covenants and agrees to provide culverts to maintain water flow, and shall install appropriate erosion and sediment control.

20. Docks

Where dock structures are proposed, the Owner covenants and agrees to submit application(s) to the Ministry of Natural Resources and Forestry for approval.

21. Removal of Substrate or Aggregate

Where any substrate or aggregate be planned for removal and transportation from the Land to a Provincial Park or any other restricted area under the *Invasive Species Act*, the Owner agrees to reassess the Land for the presence of invasive species and activities listed under prohibitions under Sections 7 and 8 of the *Invasive Species Act* prior to transporting the materials to restricted areas.

22. Wildland Fire Hazard Mitigation

The Owner covenants and agrees to abide by the recommended mitigation measures included in the Wildland Fire Risk and Hazard Assessment prepared by FIRE1 and dated June 28, 2019, included as Appendix D to this Site Plan Agreement.

23. As-Built Drawings

The Owner shall deposit with the Township as-built plans (in digital "TIFF" file format unless otherwise requested by the Township, on mylar or other material satisfactory to the Township) showing in detail the exact location of all property limits, all buildings and structures, any required parking spaces and other installations of every kind including (without being limited to) all aspects of landscaping, lighting, fencing, wastewater services, water services and storm drainage. In the event that such as-built plans are not submitted as required herein, the Township may arrange to have same prepared by an Ontario Land Surveyor of its selection and recover the cost thereof as provided for in this Agreement.

24. Maintenance

The Owner covenants and agrees to restore to the satisfaction of the Township's Infrastructure Superintendent, any faulty workmanship or materials used in the construction of the works the ownership of which is to vest in the Township or any damage done by the Owner or its successors or assigns by its employees, contractors or agents during construction of the said works. Such responsibility for restoration shall continue for a period of one (1) year after final acceptance of the works by the Township.

25. Certificate of Compliance

Upon the substantial completion of all matters and things to be provided and maintained by the Owner pursuant to this Agreement to the satisfaction of the Township, the Owner shall be entitled to obtain a Certificate of Compliance from the Township confirming that all provisions of this Agreement have been complied with in full to the date of such Certificate.

26. Work at Owner's Costs and Risk

(a) Unless the contrary is expressly stated in the Agreement, the cost and risk of any work, including all incidental work, shall be solely borne by the Owner.

- (b) Without limiting the generality of the foregoing, incidental work includes, but is not limited to:
 - removal and planting of trees;
 - cutting;
 - replacing and installing approaches;
 - · relocating utilities, pipes, valves and equipment; and
 - resetting drains and manholes.
- (c) The Owner is solely responsible for ensuring:
 - (i). They have received the necessary permission before beginning any work and is carried out in accordance with the terms of such permission.
 - (ii). All work is performed to the satisfaction of the Township and/or utility owner(s) as appropriate.

27. Occupancy

The Owner covenants and agrees that there shall be no occupancy of any building or structure on the Land until all requirements of this Agreement have been complied with and the Township has issued an Occupancy Certificate or conditional Occupancy Certificate.

28. Right to Enter

The Owner grants to the Township or its authorized representatives the right to enter upon the Land or any part thereof, during the Right of Entry Timeframe, in order to ascertain whether or not the provisions of this Agreement have been complied with.

29. Requirements of Township Infrastructure Superintendent

In addition to any other requirements of this Agreement relating to engineering matters, the Owner covenants and agrees to comply with all directions and requirements of the Township Infrastructure Superintendent.

30. Enforcement of Agreement

The Township, acting reasonably, may elect to enforce any or all of the provisions of this Agreement in such order or succession as the Township may see fit and the exercise of any one or more of such provisions shall not preclude the exercise of any other of such provisions until such time as complete compliance with this Agreement by the Owner has taken place.

31. Agreement Binding on Successor on Title

- (a) The Owner covenants and agrees that each and every covenant herein contained shall be binding upon the owner of the Owner's Land and upon each successor on title.
- (b) The Owner covenants and agrees with the Township that if it subsequently sells or conveys the Owner's Land or any part thereof, each transfer or grant shall contain a covenant on the part of the grantee therein binding it, its successors and assigns, to the terms of this Agreement, and a further covenant on the part of the grantee or its successors and assigns to include a similar covenant in all subsequent transfers or grants of the Owner's Land, until the duties and obligations of the Owner under this Agreement have been fully performed.

32. Successors and Assigns

This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and assigns, and all covenants and agreements herein contained assumed by or imposed upon the Owner are deemed to be covenants which run with and bind the Owner's Land and every part thereof.

33. Conformity with Zoning

Notwithstanding any provisions of this Agreement, the Owner shall be subject to all Zoning By-Laws of the Township. In the event of conflict between the provisions of this Agreement and the provisions of any Zoning By-Law of the Township, the provisions of this Agreement shall prevail.

34. Registration of Agreement on Title

The Owner consents to the registration of this Agreement on title to the subject Land, and such registration shall be at the Owner's expense.

35. Miscellaneous

- (a) This Agreement shall come into effect on the date of execution by the Township.
- (b) Section headings in this Agreement are to be considered part of this Agreement and are included solely of the convenience of reference and are not intended to be full or accurate descriptions of the contents thereof.
- (c) In every clause of this Agreement, unless the contrary is expressed, words importing the singular number or the masculine gender only shall include more persons, parties or things of the same kind than one, and females as well as males and the converse, and a word interpreted in the singular number has a corresponding meaning when used in the plural.
- (d) The Owner covenants and agrees not to create a nuisance in the development of the Land and to keep the Land in a clean and tidy state and to comply with the *Building Code Act*, 1992, SO, 1992, c 23 and Zoning By-Laws of the Township.
- (e) The Owner covenants and agrees that all such plans and surveys will be done at the expense of the Owner.
- (f) All signs erected on the Land shall be subject to the approval of the Township.
- (g) Any notice to be given with respect to any default, breach, requirement, term or provision of this Agreement shall be in writing and mailed or hand delivered to the other parties at the following addresses:

to the Owner:

Alamos Gold Inc. 15 Goudreau Road P.O. Box 456 Dubreuilville ON POS 1B0 Attention: Austin Hemphill, General Manager

With a copy to:

Alamos Gold Inc.
Brookfield Place, 181 Bay Street, Suite 3910
Toronto ON M5J 2T3
Attention: General Counsel and Manager – Land & Tenure

to the Corporation:

The Corporation of the Township of Dubreuilville 23 Pins Street P.O. Box 367 Dubreuilville ON POS 1B0

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals, attested by the hands of their respective proper officers duly authorized in that behalf.

DATED at the Township of Dubreuilville in the District of Algoma this 9th day of October, 2019.

	(REGISTERED OWNER
-	OWNER

DATED at the Township of Dubreuilville in the District of Algoma this XXth day of October, 2019.

TOWNSHIP OF DUBREUILVILLE
BEVERLY NANTEL, MAYOR

SHELLEY B. CASEY, CAO-CLERK

THE CORROBATION OF THE

Appendix A

