

# ORDRE DU JOUR

## Agenda

Séance régulière du conseil qui aura lieu  
à 19 h 00, le mercredi 12 avril 2023  
*Regular council meeting scheduled for Wednesday,  
April 12, 2023 at 7:00 p.m.*

### 1. OUVERTURE CALL TO ORDER

- Reconnaissance des terres autochtones par la Mairesse / *Indigenous land acknowledgement by the Mayor;*

### 2. PRÉSENCE ROLL CALL

	In attendance	Absent	With Notice	Without Notice
Mayor Beverly Nantel				
Councillor Hélène Perth				
Councillor Luc Lévesque				
Councillor Julila Hemphill				
Councillor Krystel Lévesque				
CAO-Clerk				
Treasurer/Tax Collector				
Infrastructure Superintendant				
Misc. Municipal Employees				

### 3. APPEL ET DÉCLARATION D'INTÉRÊT PÉCUNIAIRE DECLARATION OF CONFLICT

### 4. ADOPTION DE L'ORDRE DU JOUR APPROVAL OF AGENDA

**5. ADOPTION DES PROCÈS-VERBAUX**  
**ADOPTION OF MINUTES**

- 5.1 Procès-verbal daté du 8 mars 2023 de la réunion régulière du conseil municipal / *Regular Municipal Council meeting minutes dated March 8, 2023*; et / and **(Resolution)**
- 5.2 Procès-verbal daté du 28 mars 2023 de la réunion spéciale (budget) du conseil municipal / *Special Municipal Council (budget) meeting minutes dated March 28, 2023*; **(Resolution)**

**6. DÉLÉGATIONS**  
**DELEGATIONS**

**7. CORRESPONDANCE**  
**CORRESPONDENCE**

- 7.1 Procès-verbal daté du 8 février 2023 de la Santé publique Algoma / *Algoma Public Health meeting minutes dated February 8, 2023*; et / and **(Information / Resolution)**
- 7.2 Procès-verbal daté du 15 décembre 2023 de la réunion du comité de recrutement et de maintien des médecins du nord de l'Algoma / *North Algoma Medical Recruitment and Retention Committee meeting minutes dated December 15, 2022*; et / and **(Information / Resolution)**
- 7.3 Lettre datée du 6 mars 2023 de la Municipalité de Chatham-Kent au sujet d'une demande de support concernant la réduction des coûts d'assurance des municipalités / *Letter dated March 6, 2023 from the Municipality of Chatham-Kent with regards to a request for support concerning reducing municipal insurance costs*; et / and **(Support / Resolution)**
- 7.4 Lettre datée du 14 mars 2023 de la Municipalité de North Perth au sujet d'une demande de support concernant les caméras sur les bras d'arrêt des autobus scolaires / *Letter dated March 14, 2023 from the Municipality of North Perth with regards to a request for support concerning school bus stop arm cameras*; et / and **(Support / Resolution)**
- 7.5 Lettre datée du 31 janvier 2023 du Ministère de la Santé, bureau du vice-premier ministre et ministre de la Santé, concernant notre délégation à la conférence de l'Association des municipalités rurales de l'Ontario de 2023 / *Letter dated January 31, 2023 from the Ministry of Health, Office of the Deputy Premier and Minister of Health with regards to our 2023 Rural Ontario Municipal Association (ROMA) conference delegation*; et / and **(Information / Resolution)**

- 7.6 Lettre datée du 9 mars 2023 du Ministère des Affaires municipales et du Logement, bureau du ministre associé Logement, concernant notre délégation à la conférence de l'Association des municipalités rurales de l'Ontario de 2023 / *Letter dated March 9, 2023 from the Ministry of Municipal Affairs and Housing, Associate Minister's Office Housing, with regards to our 2023 Rural Ontario Municipal Association (ROMA) conference delegation*; et / and **(Information / Resolution)**
- 7.7 Lettre datée du 13 mars 2023 du Ministère des Affaires municipales et du Logement, Direction des politiques relatives au finances municipales, au sujet de notre rapport indiquant la capacité d'emprunt annuelle maximale pour 2023 / *Letter dated March 13, 2023 from the Ministry of Municipal Affairs and Housing, Municipal Finance Policy Branch, with regards to our 2023 Annual Repayment Limit (ARL) report*; **(Information / Resolution)**

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

- 8.1 Procès-verbal daté du 22 février 2023 du Comité récréatif / *Recreation Committee meeting minutes dated February 22, 2023*; et / and **(Information / Resolution)**
- 8.2 Rapport pour le conseil daté du 16 mars 2023 du Surintendant de l'infrastructure au sujet du terrain de camping municipal / *Council report dated March 16, 2023 from the Infrastructure Superintendent with regards to the municipal campground*; et / and **(Information / Resolution)**
- 8.3 Informations concernant le programme pilote municipal de détournement des déchets alimentaires FoodCycler / *Information with regards to the FoodCycler Food Waste Diversion Municipal Pilot Program*; et / and **(Information / Resolution)**
- 8.4 Discussion générale concernant des sujets variés municipaux / *General discussion with regards to various municipal subjects*; **(Information / Resolution)**

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

- 9.1 Rapport pour le Conseil (registre des chèques pour 2023) daté du 5 avril 2023 (liste A) / *Council Board Report (cheque register for 2023) dated April 5, 2023 (list A)*; et / and **(Resolution)**
- 9.2 Rapport pour le Conseil (registre des chèques pour 2023) daté du 5 avril 2023 (liste B – Visa / Virement électronique) / *Council Board Report (cheque register for 2023) dated April 5, 2023 (list B – Visa / Etransfer)*; et / and **(Resolution)**

## **10. RÉGLEMENTS** **BY-LAWS**

- 10.1 Arrêté-municipal no. 2023-16, étant un règlement visant à confirmer les travaux du Conseil de la Corporation du Canton de Dubreuilville à sa séance régulière tenue le 12 avril 2023 / *By-Law No. 2023-16, 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 April 12, 2023*; et / and **(Resolution)**
- 10.2 Arrêté-municipal no. 2023-17, étant un règlement pour autoriser la conclusion d'un accord avec Serco DES Inc., déléataire du Ministère des Transports de l'Ontario, en vue de la prestation de services d'examen de conduite dans le cadre du programme de points de voyage / *By-Law No. 2023-17, being a By-law to authorize the execution of an Agreement to accommodate Driver Examination Services « Travel Point Program » with Serco DES Inc. delegate of the Ontario Ministry of Transportation*; et / and **(Resolution)**
- 10.3 Arrêté-municipal no. 2023-18, étant un règlement pour autoriser la signature d'une entente avec Ornge pour l'obtention d'un financement dans le cadre du programme de financement de l'exploitation et de l'entretien des hélicoptères / *By-Law No. 2023-18, being a By-law to authorize the execution of an Agreement with Ornge to receive funding under the Helipad operation and maintenance funding program*; et / and **(Resolution)**
- 10.4 Arrêté-municipal no. 2023-19, étant un règlement pour adopter l'état prévisionnel de l'ensemble des sommes nécessaires et de fixer les taux d'imposition pour l'année 2023 / *By-Law No. 2023-19, being a By-law to adopt the estimates of all sums required and to fix rates of taxation for the year 2023*; et / and **(Resolution)**
- 10.5 Arrêté-municipal no. 2023-20, étant un règlement pour établir les taux d'imposition et les rabais par sous-catégorie pour l'année 2023 / *By-Law No. 2023-20, being a By-law to establish Tax Ratios and Sub-Class Discounts for the year 2023*; et / and **(Resolution)**
- 10.6 Arrêté-municipal no. 2023-21, étant un règlement pour assurer la conformité avec les exigences en matière d'approvisionnement de l'article 270 (1) de la loi sur les municipalités de 2001, S.O. 2001, chapitre 25 / *By-Law No. 2023-21, being a By-law to ensure compliance with Procurement Requirements of Section 270 (1) of the Municipal Act, 2001, S.O. 2001, Chapter 25*; et / and **(Resolution)**

- 10.7 Arrêté-municipal no. 2023-22, étant un règlement pour nommer un chef des pompiers pour le service des pompiers volontaires du Canton de Dubreuilville / *By-Law No. 2023-22, being a By-law to appoint a Fire Chief for the Corporation of the Township of Dubreuilville's Volunteer Fire Department; et / and (Resolution)*
- 10.8 Arrêté-municipal no. 2023-23, étant un règlement pour autoriser l'exécution d'un renouvellement de contrat pour la proposition de services professionnels de planification entre Fotenn et la Corporation du Canton de Dubreuilville / *By-Law No. 2023-23, being a By-law to authorize the execution of a contract renewal for proposal of professional planning services between Fotenn and the Corporation of the Township of Dubreuilville; et / and (Resolution)*
- 10.9 Arrêté-municipal no. 2023-24, étant un règlement en vertu des dispositions de l'article 69, paragraphe 1, de la loi sur l'aménagement du territoire, L.R.O. 1990, c. P.13, telle qu'elle a été modifiée, afin de prévoir des frais pour les demandes de planification / *By-Law No. 2023-24, being a By-law under the provisions of Section 69(1) of the Planning Act, R.S.O. 1990, c. P.13, as otherwise amended to provide fees for planning applications; (Resolution)*

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

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

- 12.1 La réunion a pour but de discuter des renseignements privés concernant une personne qui peut être identifiée, y compris des employés de la municipalité ou du conseil local / *The meeting is held for the purpose of discussing personal matters about an identifiable individual, including municipal or local board employees (Municipal Act, 2001, S.O. 2001, c. 25. S. 239 (2) (b)); (Resolution)*

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



5.1

**THE CORPORATION OF THE TOWNSHIP OF DUBREUILVILLE**

**-MINUTES-**

Regular Council Meeting held on  
March 8, 2023, at 7:00 p.m.  
Council Chambers

PRESENT: Mayor, B. Nantel  
Councillor, H. Perth  
Councillor, L. Lévesque  
Councillor K. Lévesque  
Councillor J. Hemphill

ABSENT:

STAFF: CAO-Clerk, Shelley B. Casey

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**Mayor Beverly Nantel called the meeting to order at 7:03 p.m.**

**23-061** Moved By: Councillor K. Levesque  
Seconded By: Councillor H. Perth

Whereas that the agenda for the regular municipal council meeting dated March 8, 2023, be adopted as submitted with the addition of:

11.1 Letter dated March 6, 2023, from the Superior Children's Centre with regards to an emergency evacuation location request.

Carried

**23-062** Moved By: Councillor H. Perth  
Seconded By: Councillor L. Levesque

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

- Regular Municipal Council meeting minutes dated February 22, 2023.

Carried

**23-063** Moved By: Councillor H. Perth  
Seconded By: Councillor J. Hemphill

Whereas that the following be received as information only:

7.1 Algoma Public Health Meeting minutes dated October 26, 2022; and

7.2 Northeast Superior Mayors Group meeting minutes dated January 12, 2023; and

7.3 Algoma District Services Administration Board meeting minutes dated January 26, 2023

Carried

**23-064** Moved By: Councillor H. Perth  
Seconded By: Councillor K. Levesque

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to receive and approve the attached letter dated October 6, 2022, from the City of Woodstock with regards to a request concerning Bill 5 – Stopping Harassment and Abuse by Local Leaders Act, as presented.

Carried

**23-065** Moved By: Councillor H. Perth  
Seconded By: Councillor K. Lévesque

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to receive and approve the attached resolution dated March 2, 2023, from the Corporation of the Township of Moonbeam with regards to a request for support concerning the moratorium period for pupil accommodation review process, as presented.

Carried

**23-066** Moved By: Councillor H. Perth  
Seconded By: Councillor L. Lévesque

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to authorize the following individuals to attend the Northwestern Ontario Municipal Association (NOMA) 2023 Conference & AGM in Thunder Bay schedule for April 26 to 28, 2023 as per attached:

**DEFEATED**

**23-067** Moved By: Councillor H. Perth  
Seconded By: Councillor J. Hemphill

Whereas that the council of the Corporation of the Township of Dubreuilville hereby wishes to receive and \_\_\_\_\_ the attached letter dated March 1, 2023 from the Dubreuilville Magpie Rod & Gun Club with regards to a request to assist with winter road maintenance of the Magpie Road for the upcoming derby, as presented.

**DEFEATED**

**23-068** Moved By: Councillor H. Perth  
Seconded By: Councillor J. Hemphill

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to receive the attached Dubreuilville Q4 2022 results from the Municipal Property Assessment Corporation (MPAC), as presented.

Carried

**23-069** Moved By: Councillor H. Perth  
Seconded By: Councillor L. Lévesque

Whereas that the Council of the Corporation of the Township of Dubreuilville does hereby wishes to receive and approve the attached CDEC meeting minutes dated January 17, 2023, as presented.

Carried

**23-070** Moved By: Councillor H. Perth  
Seconded By: Councillor L. Lévesque

Whereas that the attached Council of the Corporation of the Township of Dubreuilville hereby wishes to receive and approve the attached Recreation Committee meeting minutes dated November 9, 2022, November 16, 2022 and February 2, 2023, as presented.

Carried

**23-071** Moved By: Councillor H. Perth  
Seconded By: Councillor K. Lévesque

Whereas that the attached Council of the Corporation of the Township of Dubreuilville does hereby wish to receive the attached dated January 3, 2023 from the Ministry of Natural Resources and Forestry, Chapleau Wawa District with regards to the Oba Lake Road Access Concerns, as presented;

Therefore, 743452that we respond back to this letter requesting an in-person meeting to discuss further this issue in greater detail with the LCC Members.

Carried

**23-072** Moved By: Councillor L. Lévesque  
Seconded By: Councillor J. Hemphill

Whereas that the Council of the Corporation of the Township of Dubreuilville does hereby wish to receive and approve the attached letter dated February 2023 from the Ontario Clean Water Agency with regards to the O. Regulation 170-2022 Section 11 Annual Report for the Dubreuilville Drinking-Water System, as presented.

Carried

**23-073** Moved By: Councillor L. Lévesque  
Seconded By: Councillor K. Lévesque

Whereas that the Council of the Corporation of the Township of Dubreuilville does wish to receive and approve the attached letter dated February 2023 from the Ontario Clean Water Agency with regards to the 2022 annual summary report for the Dubreuilville Drinking-Water System, as presented.

Carried

**23-074** Moved By: Councillor K. Lévesque  
Seconded By: Councillor H. Perth

Whereas that the Council of the Corporation of the Township of Dubreuilville does hereby wish to receive and approve the attached council report dated February 23, 2023 from the Fire Chief with regards to the appointment of a new firefighter, Patricia Gagnon, as presented.

Carried

**23-075** Moved By: Councillor H. Perth  
Seconded By: Councillor L. Lévesque

Whereas that the Council of the Corporation of the Township of Dubreuilville does hereby wish to receive and regretfully approve the attached council report dated February 23, 2023, from the Fire Chief with regards to the agreed upon dismissal of a firefighter, as presented

Carried

**23-076** Moved By: Councillor K. Lévesque  
Seconded By: Councillor J. Hemphill

Whereas that the Council of the Corporation of the Township of Dubreuilville does hereby wish to receive the attached email dated February 24, 2023 from the Mayor Cheryl Fort of Hornepayne, our Area 1 ADSAB representative, with regards to the review of the constitution, various information/questions and working group.

Carried

**23-077** Moved By: Councillor L. Lévesque  
Seconded By: Councillor H. Perth

Whereas that the attached Council Board Report (cheque register for 2023, list A) dated March 3, 2023 in the amount of \$1978.44, be approved for payment.

Carried

**23-078** Moved By: Councillor L. Lévesque  
Seconded By: Councillor K. Lévesque

Whereas that the attached Council Board Report (cheque register for 2023, list B- Visa / Etransfer) Dated March 3, 2023 in the amount of \$49,371.37, be approved for payment.

Carried

**23-079** Moved By: J. Hemphill  
Seconded By: L. Lévesque

Whereas that the attached Council Board Report (cheque register for 2023, list C) dated March 3, 2023 in the amount of \$89,231.48, be approved for payment.

Carried

**23-080** Moved By: Councillor H. Perth  
Seconded By: Councillor J. Hemphill

Whereas that By-Law No. 2023-11, being a By-law to confirm the proceedings of the Council of the Corporation of the Township of Dubreuilville at its regular meeting held on March 8, 2023, be adopted as presented.

Carried

**23-081** Moved By: Councillor K. Lévesque  
Seconded By: Councillor H. Perth

Whereas that By-Law No. 2023-12, being a By-law to establish policies and specified rates for travelling on municipal business, be adopted as presented.

Carried

**23-082** Moved By: J. Hemphill  
Seconded By: L. Lévesque

Whereas that By-Law No. 2023-13, being a By-law to establish the specific details of the contribution to the construction of the affordable housing apartment building under the Rapid Housing Initiative funding, be adopted as presented.

Carried

**23-083** Moved By: H. Perth  
Seconded By: K. Lévesque

Whereas that By-Law No. 2013-14, being a By-law to establish subsidy key-elements for the construction of the affordable housing apartment building under the Rapid Housing Initiative funding, be adopted as presented.

Carried

**23-084** Moved By: L. Lévesque  
Seconded By: K. Lévesque

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to receive and approve the attached letter dated March 6, 2023, from the Superior Children's Centre with regards to a request to use our Recreation Centre as their Fire Emergency and Evacuation location, as presented.

Carried

**23-085** Moved By: H. Perth  
Seconded By: K. Lévesque

Whereas that this regular municipal council meeting dated March 8, 2023 hereby adjourn at 8:18 p.m.

Carried

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Mayor

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CAO/Clerk

**THE CORPORATION OF THE TOWNSHIP OF DUBREUILVILLE**

**-MINUTES-**

Special Council Meeting held on  
March 28, 2023, at 7:00 p.m.  
Council Chambers

PRESENT: Mayor, B. Nantel  
Councillor, H. Perth  
Councillor K. Lévesque  
Councillor J. Hemphill

ABSENT: Councillor, L. Lévesque

STAFF: CAO-Clerk, Shelley B. Casey

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**Mayor Beverly Nantel called the meeting to order at 7:02 p.m.**

**23-086** Moved By: Councillor H. Perth  
Seconded By: Councillor K. Lévesque

Whereas that the agenda for the special municipal council meeting dated March 28, 2023 with regards to the 2023 budget draft review, be adopted as submitted.

Carried

**23-087** Moved By: Councillor J. Hemphill  
Seconded By: Councillor H. Perth

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to receive and approve the draft 2023 budget, as presented with discussed changes.

Carried

**23-088** Moved By: Councillor H. Perth  
Seconded By: Councillor K. Lévesque

Whereas that By-Law No. 2023-15, 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 March 28, 2023, be adopted as presented.

Carried

**23-089** Moved By: Councillor H. Perth  
Seconded By: Councillor K. Levesque

Whereas that this special municipal council meeting dated March 28, 2023, hereby adjourn at 9:29 p.m.

Carried

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Mayor

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CAO/Clerk



**Board of Health Meeting  
MINUTES  
February 8, 2023 at 5:00 pm  
SSM Algoma Community Room | Videoconference**

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**BOARD MEMBERS**

**PRESENT:** Sally Hagman - Chair  
Luc Morrissette - 1st Vice Chair  
Deborah Graystone, 2nd Vice Chair  
Julila Hemphill  
Loretta O'Neill  
Matthew Shoemaker  
Sonia Tassone  
Suzanne Trivers

**APH MEMBERS**

Dr. John Tuinema - Acting Medical Officer of Health & CEO  
Antoniette Tomie - Director of Corporate Services  
Laurie Zeppa - Acting Director of Health Protection  
Kristy Harper - Acting Director of Health Promotion  
Leo Vecchio - Manager of Communications  
Leslie Dunseath - Manager of Accounting Services  
Tania Caputo - Board Secretary

**GUEST:** Jody Wildman

**REGRETS:** Liliana Bressan - Manager of Effective Public Health Practice, Tanya Storozuk - Executive Assistant

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**1.0 Meeting Called to Order - 5:21 pm**

J. Tuinema welcomed back new and returning Board of Health members.

- a. **Land Acknowledgment** - J. Tuinema read the land acknowledgment and shared the process of consultation with Indigenous community partners to create a district-wide land acknowledgement, recognizing the diverse lands within Algoma and interconnectedness between them.
- b. **Declaration of Conflict of Interest** - No conflicts declared.

**2.0 Election of Officers**

- a. Appointment of Board of Health Chair for the year 2023.

J. Tuinema called for nominations,

S. Hagman put her name forward for Chair,

J. Tuinema called for any other nominations, and there being none, the nominations were closed.

**S. Hagman was acclaimed as Board of Health Chair for the year 2023.**

At this point S. Hagman assumed the position of Chair of the Board of Health, and resumed the election of officers.

- b. **Appointment of Board of Health First Vice-Chair and Chair of the Finance and Audit Committee for the year 2023.**

S. Hagman called for nominations,

L. Morrissette put his name forward for 1st Vice-Chair,

S. Hagman called for any other nominations, and there being none, the nominations were closed.

**L. Morrissette was acclaimed as First Vice-Chair and Chair of the Finance and Audit Committee for the year 2023.**

**c. Appointment of Board of Health Second Vice-Chair and Chair of the Governance Committee for the year 2023.**

S. Hagman called for nominations,

D. Graystone put her name forward for 2nd Vice-Chair,

S. Hagman called for any other nominations, and there being none, the nominations were closed.

**D. Graystone was acclaimed as Second Vice-Chair and Chair of the Governance Committee for the year 2023.**

**d. Call for Committee Members for the Finance & Audit Committee and Governance Committee for the year 2023.**

**Finance and Audit Committee call for members :** L. Morrissette, S. Hagman, S. Trivers

**Governance Committee call for members:** D. Graystone, Sonia Tassone, Matthew Shoemaker, Loretta O'Neill

**e. Slate of officers and committee members.**

**RESOLUTION**

**2023-01**

**Moved:** S. Trivers

**Seconded:** L. O'Neill

Be it resolved that the following is the Board of Health slate of officers and committee members for the year 2023.

<b>Board of Health Chair:</b>	Sally Hagman
<b>First Vice-Chair &amp; Chair of the Finance and Audit Committee:</b>	Luc Morrissette
<b>Second Vice-Chair &amp; Chair of the Governance Committee:</b>	Deborah Graystone
<b>Finance and Audit Committee members:</b>	Luc Morrissette, Suzanne Trivers, Sally Hagman
<b>Governance Committee members:</b>	Deborah Graystone, Sonia Tassone, Matthew Shoemaker, Loretta O'Neill

**CARRIED**

**3.0 Signing Authority**

**RESOLUTION  
2023-02**

**Moved:** S. Trivers  
**Seconded:** L. Morrissette

THAT By-Law 95-2 identifies that signing authorities for all accounts shall be restricted to:

- i) the Chair of the Board of Health
- ii) one other Board member, designated by Resolution
- iii) the Medical Officer of Health/Chief Executive Officer
- iv) the Director of Corporate Services

SO BE IT RESOLVED that signing authority is provided to **Deborah Graystone** as the one other Board member, designated by resolution until the next election of officers.

**CARRIED**

**4.0 Adoption of Agenda**

**RESOLUTION  
2023-03**

**Moved:** D. Graystone  
**Seconded:** M. Shoemaker

THAT the Board of Health agenda dated February 8, 2023 be approved as presented.

**CARRIED**

**5.0 Delegations / Presentations**

Not applicable.

**6.0 Adoption of Minutes of Previous Meeting**

**RESOLUTION  
2023-04**

**Moved:** D. Graystone  
**Seconded:** S. Hagman

THAT the Board of Health minutes dated October 26, 2022 be approved as presented.

**CARRIED**

**7.0 Business Arising from Minutes**

Not applicable.

**8.0 Reports to the Board**

**a. Medical Officer of Health and Chief Executive Officer Reports**

**i. MOH Report - January 2023**

J. Tuinema spoke about the transition from pandemic response as the organization re-engages our strategic plan and builds on our strengths to meet our vision of "Health for All. Together". Pandemic recovery is still in progress and an in-depth population health assessment of our communities is underway to examine where best to focus and prioritize our work. While that research is underway, there are several significant issues at hand. The opioid crisis is a devastating problem across the country. In the North, there are higher rates of poor outcomes and death from opioids that will take significant community collaboration to address. The pandemic continues, and with many measures lifted, we see familiar respiratory issues re-emerge, causing a healthcare burden in the community. The full MOH Report includes a highlight on the role of Health Promotion Specialists and their role in supporting Public Health programs.

**RESOLUTION  
2023-05**

**Moved:** J. Hemphill  
**Seconded:** L. Morrissette

THAT the report of the Medical Officer of Health and CEO for January 2023 be accepted as presented.

**CARRIED**

**9.0 New Business/General Business**  
Not applicable.

**10.0 Correspondence**  
Not applicable.

**11.0 Items for Information**  
a. **alPHa Winter Symposium** - S. Hagman will attend.  
b. **alPHa Public Health Matters Infographic - Public Health Fall Vaccine Success**

**12.0 Addendum**  
Not applicable.

**13.0 In-Camera - 6:52 pm**  
For discussion of labour relations and employee negotiations, matters about identifiable individuals, **adoption of in camera minutes**, security of the property of the board, litigation or potential litigation.

**RESOLUTION**  
**2023-06**

**Moved:** D. Graystone  
**Seconded:** S. Trivers

THAT the Board of Health go in-camera.

**CARRIED**

**14.0 Open Meeting**  
Resolutions resulting from in camera meeting.

**15.0 Announcements / Next Committee Meetings:**

**Finance & Audit Committee**

Wednesday, February 15, 2023 @ 5:00 pm  
Video Conference | SSM Algoma Community Room

**Board of Health Meeting**

Wednesday, February 22, 2023 @ 5:00 pm  
Video Conference | SSM Algoma Community Room

**Finance & Audit Committee**

Wednesday, March 8, 2023 @ 5:00 pm  
Video Conference | SSM Algoma Community Room

**Governance Committee**

Wednesday, March 15, 2023 @ 5:00 pm  
Video Conference | SSM Algoma Community Room

**16.0 Evaluation**

The secretary will send a meeting evaluation after the Feb 22, 2023 BOH meeting.

**17.0 Adjournment - 6:00 pm**

**RESOLUTION**

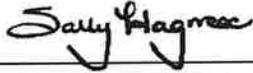
**2023-10**

**Moved:** L. Morrissette

**Seconded:** S. Trivers

THAT the Board of Health meeting adjourns.

**CARRIED**



Sally Hagman, BOH Chair

February 22, 2023

Date



Tania Caputo, BOH Secretary

February 22, 2023

Date

**Minutes for a Meeting of the  
North Algoma Medical Recruitment and Retention Committee**

Thursday, December 15, 2022 0800H via Zoom

Note taker: Ann Fenlon

Attendees: Mitch Hatfield, Bev Nantel, Dr. Anjali Oberai, Dr. Dannica Switzer, Kadean Ogilvie

Regrets: Roger Souckey, Carolyn Burton, Ruth Davidson, Shelley Casey, Maury O'Neill, Julie Roy-Ward,

**AGENDA**

- 1. Call to Order 8:00**
- 2. Approval of Agenda** – addition of 6.6 Argonaut Funds – Motioned by Dr. Oberai - approved
- 3. Approval of Minutes – September 13, 2022** –Motioned by Bev Nantel - approved
- 4. Business Arising**
  - 4.1. Recruitment events**
    - FMRQ Montreal Sep 16 – attended by Ann Fenlon and Kadean Ogilvie
    - KW recruitment day – Sep 26 – attended by Kadean Ogilvie
    - NOSM – Oct 21/22 – virtual – attended by Ann Fenlon
    - Ottawa U – Nov 25 – attended by Ann Fenlon – card system
    - Upcoming – U Calgary emergency medicine for rural hospitals, Banff Jan 20 – 22;  
FMRW London Jan 27-29;  
SRPC Niagara Falls Apr 20-22
  - 4.2. Executive Committee** – Kadean Ogilvie will reach out as required for items including performance review of the recruiter position, renewal of the MOU with partners, and other housekeeping matters.
  - 4.3. New Membership** – Bev Nantel shared that the Alamos Community Relations position is currently vacant. It was suggested that a letter be drafted reaching out to Alamos and Wawa OSB.
  - 4.4. Recruitment and Retention Plan** – A full year has passed in the position. The plan continues to evolve.
- 5. Reports**
  - 5.1. Recruiter** – attached
  - 5.2. Budget** – attached
- 6. New Business**
  - 6.1. RNPGA vacancy locum coverage**– Dr. Oberai shared that negotiations with the MOH has netted 10 locum days per vacant practice for 6 months. This is funding for approximately 50% of the vacancy. Dr. Switzer will continue communications with Mike Mantha MPP to inform him of the change, but also to continue advocacy for all RNPGA communities for 100% funding of vacant practices, without need for re-negotiation every 6 months. Bev

Nantel shared that a delegation is meeting with the MOH at the ROMA meeting in January to discuss the issue.

Discussion regarding RN/NP positions employed directly by industry ensued. While RNs working to full scope are employed by the industry, effect on the hospital and primary care continues to be experienced, especially with regard to acute injury and after-hours needs.

**6.2. Journal advertising – CJRM, SRPC**

A web online ad will be placed on the Society of Rural Physicians of Canada web page "jobs and ads" A plain word text will run for 3 months for the cost of \$150 plus tax.

**6.3. RNPGA strategies**

Options for recruiting into the RNPGA were discussed. Other communities have creatively redesigned the RNPGA into a less than full time position through practice sharing alternatives (4 x 0.25 FTE), subcontracting of an FTE by a physician signee, and by creating positions which combine in-person and virtual work.

Dr. Oberai indicated that the physician group has discussed this and their order of preference is:

- 1) full time physician moving into the community – This option provides the best care for the community, and best team support to the physician group.
- 2) practice sharing – 2 or more physicians agree to provide coverage for a full practice, ensuring that the practice has one physician in the community at all times.
- 3) combination of in-person/virtual work – not ideal, as while the physician is working virtually they are not available to share in the emerg call schedule, complete their share of administrative / managerial tasks, etc.

**6.4. Health care /Hospital career day** Kadean Ogilvie has been in discussion with Laura Mitchell at Michipicoten High School regarding a career day to include all employers and all schools. They will be meeting in January with the intent to have the first annual Wawa Career Day in the spring.

**6.5. Retention – day care concerns** – availability of daycare is becoming an issue for our employees. Nursing staff are having to rely on family increasingly if possible, as day care spots are not available, or do not provide service for the required shift hours ie: overnight, 12 hour shifts. This has become more of an issue with the changing work demographic, as partners previously employed in Wawa, may now be living at the work camps or driving to and from their work sites adding hours to their days. The hospital has attempted to work with employees by allowing for flexing of hours. Availability of an overnight daycare option would be an asset and will be discussed the Superior Children's Centre.

**6.6. Argonaut funds** – Kadean Ogilvie reported that Argonaut Gold has renewed support for the NAMRRC and has provided funding of an additional \$30,000.

**7. Media**

[Wawa MD has no regrets about hanging shingle in hinterland | Northern News](#)

[2022 Award Recipients - OCFP \(ontariofamilyphysicians.ca\)](#)

[Sault Ste. Marie news: Wawa doctor named Ontario Family Physician of the Year | CTV News](#)

<https://www.youtube.com/watch?v=uWmKhVCzOqg>

[Marathon hospital temporarily closes emergency room - SNNewsWatch.com](#)

[\(2\) Ontario Medical Association | Facebook](#)

Congratulations to Dr. Oberai, winner of the Reg L Perkins Ontario Family Physician of the Year award, NPs Trish Provost and Julie Hunter winners of the NOSM Bright Lights Award. Thank you and congratulations to Dr. Switzer for completion of a grueling summer learning program to obtain a "Certificate of Added Competency in Emergency Medicine" and also for political advocacy re: RNPGEA Discussion re: RN shortages affecting emergency room hours in Marathon.

**7 Next Meeting Date – March 16, 2023**

**8 Adjournment**

March 6, 2023

To All Ontario Municipalities

**Resolution re Reducing Municipal Insurance Costs**

Please be advised the Council of the Municipality of Chatham-Kent, at its regular meeting held on March 6, 2023 passed the following resolution:

"Whereas Chatham-Kent has faced multiple double digit increases to insurance premiums over the past years;

And Whereas the costs on insurance are having a significant impact on municipal budgets in Chatham-Kent and around the Province;

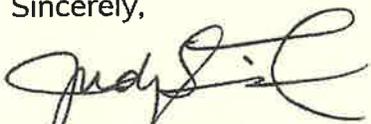
Now Therefore, Council direct administration to engage with other municipalities, the Association of Municipalities of Ontario, and any other relevant municipal associations, to determine what tools may be available to reduce insurance costs, including cooperative purchasing of insurance, creation of a municipal reciprocal insurance provider, or legislative changes to address insurance costs to municipalities.

And administration report back to Council regarding the result of this engagement and any recommended Council resolutions to support improvements to municipal insurance in Ontario.

Further that administration be directed to forward this motion to all other municipalities in Ontario seeking support and collaboration on this issue."

If you have any questions or comments, please contact Judy Smith at [ckclerk@chatham-kent.ca](mailto:ckclerk@chatham-kent.ca)

Sincerely,



Judy Smith, CMO  
Director Municipal Governance/Clerk

C AMO

7.4



MUNICIPALITY OF  
**North Perth**  
www.northperth.ca

A Community of Character

330 Wallace Ave. N., Listowel, ON N4W 1L3

Phone: 519-291-2950

Toll Free: 888-714-1993

March 14, 2023

The Honourable Doug Ford  
Premier of Ontario  
Legislative Building, Queen's Park  
Toronto, ON M7A 1A1  
Via Email: [premier@ontario.ca](mailto:premier@ontario.ca)

Dear Premier Ford:

**RE: School Bus Stop Arm Cameras**

Pleased be advised that the Council of the Municipality of North Perth passed the following resolution at their regular meeting held March 6, 2023:

**Moved by Councillor Rothwell Seconded by Councillor Blazek**

**WHEREAS** almost 824,000 students travel in about 16,000 school vehicles every school day in Ontario and according to the Ministry of Transportation's statistics the rate of vehicles blowing by stopped school buses is over 30,000 times every day;

**AND WHEREAS** the Province of Ontario passed the Safer School Zones Act in 2017 which authorized the use of Automated School Bus Stop Arm Camera Systems to detect incidents where vehicles failed to stop when the school bus was stopped and the stop-arm extended (O. Reg. 424/20);

**AND WHEREAS** the Association of Municipalities (AMO) working on behalf of all Ontario Municipalities made its submission to the Standing Committee on General Government on May 21, 2019 in support of Administrative Monetary Penalties (AMPs) to be used to collect fine revenue for school bus stop arm infractions and other applications, including Automated Speed Enforcement (ASE) technologies deployed in school and community safety zones;

**AND WHEREAS** police resources can not be spread any thinner to enforce Highway Traffic Act offences throughout municipalities;

**AND WHEREAS** the administrative and financial costs to establish the required municipal Administrative Penalty program under the Highway Traffic Act, and its regulations, are substantial and maybe out of reach for small or rural municipalities that have insufficient amounts of traffic to generate the required funds to offset the annual operational costs of a municipal Administrative Penalty program;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Municipality of North Perth urges the Provincial Government to:

- a) Require all school buses to have stop arm cameras installed and paid for by the Province for the start of the 2023-2024 school year; and
- b) Underwrite the costs for the implementation and on-going annual costs for Administrative Monetary Penalties in small and rural municipalities;

**AND FURTHER THAT** this resolution be circulated to Premier Doug Ford, Attorney General Doug Downey, Minister of Education Stephen Lecce, Provincial opposition parties, Mathew Rae MPP, AMO and all municipalities in Ontario.

**CARRIED**

If you have any questions regarding the above resolution, please do not hesitate to contact me at [lcline@northperth.ca](mailto:lcline@northperth.ca).

Sincerely,



Lindsay Cline,  
Clerk/Legislative Services Supervisor  
Municipality of North Perth

cc.  
Hon. Doug Downey, Attorney General  
Hon. Stephen Lecce, Minister of Education  
Provincial Opposition Parties  
MPP Matthew Rea  
Association of Municipalities of Ontario (AMO)  
All Ontario Municipalities

**Ministry of Health**

**Ministère de la Santé**

Office of the Deputy Premier  
and Minister of Health

Bureau du vice-premier ministre  
et du ministre de la Santé

777 Bay Street, 5<sup>th</sup> Floor  
Toronto ON M7A 1N3  
Telephone: 416 327-4300  
Facsimile: 416 326-1571  
[www.ontario.ca/health](http://www.ontario.ca/health)

777, rue Bay, 5<sup>e</sup> étage  
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Télécopieur: 416 326-1571  
[www.ontario.ca/sante](http://www.ontario.ca/sante)



January 31, 2023

Beverly Nantel  
Mayor  
Township of Dubreuilville  
23 Pine Street, P.O. Box 367  
Dubreuilville ON P0S 1B0  
[bnantel@dubreuilville.ca](mailto:bnantel@dubreuilville.ca)

Melanie Pilon  
Mayor  
Municipality of Wawa  
40 Broadway Avenue  
Wawa ON P0S 1K0  
[info@wawa.cc](mailto:info@wawa.cc)

Cheryl Fort  
Mayor  
Township of Hornepayne  
68 Front Street, P.O. Box 370  
Hornepayne ON P0M 1Z0  
[info@hornepayne.ca](mailto:info@hornepayne.ca)

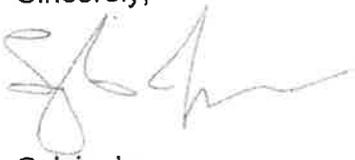
Dear Mayor Nantel, Mayor Pilon and Mayor Fort:

Thank you for taking the time to meet with me at the 2023 Rural Ontario Municipal Association (ROMA) Conference. It is a privilege to have had the opportunity to engage with the municipalities that help our province grow and prosper.

Our government knows that collaboration is the key to building strong, thriving communities. Each rural community has their own set of unique circumstances, and we are committed to ensuring our health care system is tailored to meet those needs.

I look forward to continuing our dialogue as we work together to build a stronger health care system that ensures all Ontarians have access to the care they need.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sylvia Jones', written in a cursive style.

Sylvia Jones  
Deputy Premier and Minister of Health

7.6

**Ministry of  
Municipal Affairs  
and Housing**

Associate Minister's Office  
Housing

777 Bay Street, 17th Floor  
Toronto ON M7A 2J3  
Tel.: 416 585-6500

**Ministère des  
Affaires municipales  
et du Logement**

Bureau du ministre  
associé Logement

777, rue Bay, 17e étage  
Toronto ON M7A 2J3  
Tél. : 416 585-6500



283-2023-39

March 9, 2023

Your Worship  
Mayor Beverly Nantel  
Township of Dubreuilville  
[bnantel@dubreuilville.ca](mailto:bnantel@dubreuilville.ca)

Dear Mayor Nantel:

I would like to thank you, Mayor Pilon from the Municipality of Wawa, White River Councillor Dweijen Bharad, Shelley Casey, Dubreuilville Chief Administrative Officer and John Febraro, Dubreuilville Economic Development Officer for taking the time to meet with me at the 2023 Rural Ontario Municipal Association (ROMA) Conference. Our government is committed to working with you and promoting rural Ontario as a place to live, to work and to do business.

I appreciated hearing about the need for housing to accommodate people working in the local mines and your request for funding for underground infrastructure.

As discussed during your delegation, the ministry does not have any funding to assist with underground infrastructure. It was encouraging to hear that one of the local mining companies is potentially interested in assisting individuals with the purchase of a home and I would encourage you to continue working with them in this regard.

I also suggest you discuss the township's need for underground infrastructure funding with the Ministry of Infrastructure. You can contact Payal Kapur, Manager of the Infrastructure Program Delivery Unit in the Ministry of Infrastructure at 647-448-5360 or [payal.kapur@ontario.ca](mailto:payal.kapur@ontario.ca).

If you or your staff would like to discuss these matters further, ministry staff would be pleased to assist. Please feel free to contact Kathy Horgan, Manager, Local Government and Housing in the Northern Municipal Services Office at 705-677-8167 or [kathy.horgan@ontario.ca](mailto:kathy.horgan@ontario.ca). You are also welcome to contact my Chief of Staff, Alexandra Hoene, at [Alexandra.Hoene@ontario.ca](mailto:Alexandra.Hoene@ontario.ca) or my Manager of Stakeholder Relations, Shaida Maleki, at [Shaida.Maleki@ontario.ca](mailto:Shaida.Maleki@ontario.ca).

Our government sees a bright future for rural Ontario, with opportunities for growth in resource-based sectors, enhanced education and training and increased workforce productivity, all while providing a high quality of life and homes that Ontarians can afford.

Once again, I would like to thank you for taking the time to meet with me at the ROMA Conference.

Very best regards,

A handwritten signature in black ink, appearing to read "Michael Parsa". The signature is fluid and cursive, with a long horizontal stroke at the end.

Hon. Michael Parsa  
Associate Minister – Housing

c. The Honourable Steve Clark, Minister of Municipal Affairs and Housing  
[minister.mah@ontario.ca](mailto:minister.mah@ontario.ca)

7.1

**Ministry of  
Municipal Affairs  
and Housing**

Municipal Finance Policy Branch

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**Ministère des Affaires  
municipales et du Logement**

Direction des politiques relatives  
aux finances municipales

777, rue Bay, 13<sup>e</sup> étage  
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Courriel: MFPB@ontario.ca



March 13, 2023

Dear Municipal Treasurer,

I am pleased to enclose a report showing your municipality's 2023 Annual Repayment Limit (ARL) respecting long-term debt and financial obligations. Your 2023 ARL was calculated based on 25 percent of your net own source revenues as reported in your 2021 Financial Information Return (FIR).

Municipalities in Ontario are responsible for ensuring that they do not exceed their ARL. When a municipality proposes long-term borrowing (or other long-term financial obligation), the municipal treasurer is responsible for updating the limit provided by the Ministry. The treasurer must determine if there is capacity within the municipality's ARL to undertake the planned borrowing. Schedule 81 of the FIR may be among the schedules of interest to the treasurer when updating the municipality's ARL.

If you require any further information, please contact the appropriate Municipal Services Office of the Ministry of Municipal Affairs and Housing (list enclosed).

Yours truly,

A handwritten signature in cursive script that reads "Ruchi Parkash".

Ruchi Parkash  
Director

Enclosures

## 2023 ANNUAL REPAYMENT LIMIT

(UNDER ONTARIO REGULATION 403 / 02)

<b>MMAH CODE:</b>	<b>80619</b>		
<b>MUNID:</b>	<b>57079</b>		
<b>MUNICIPALITY:</b>	<b>Dubreuilville Tp</b>		
<b>UPPER TIER:</b>			
<b>REPAYMENT LIMIT:</b>		<b>\$</b>	<b>319,665</b>

The repayment limit has been calculated based on data contained in the 2021 Financial Information Return, as submitted to the Ministry. This limit represents the maximum amount which the municipality had available as of December 31, 2021 to commit to payments relating to debt and financial obligation. Prior to the authorization by Council of a long term debt or financial obligation, this limit must be adjusted by the Treasurer in the prescribed manner. The limit is effective January 01, 2023

### FOR ILLUSTRATION PURPOSES ONLY,

The additional long-term borrowing which a municipality could undertake over a 5-year, a 10-year, a 15-year and a 20-year period is shown.

If the municipalities could borrow at 5% or 7% annually, the annual repayment limits shown above would allow it to undertake additional long-term borrowing as follows:

5% Interest Rate			
(a)	20 years @ 5% p.a.	\$	3,983,726
(a)	15 years @ 5% p.a.	\$	3,318,008
(a)	10 years @ 5% p.a.	\$	2,468,365
(a)	5 years @ 5% p.a.	\$	1,383,980
7% Interest Rate			
(a)	20 years @ 7% p.a.	\$	3,386,530
(a)	15 years @ 7% p.a.	\$	2,911,477
(a)	10 years @ 7% p.a.	\$	2,245,190
(a)	5 years @ 7% p.a.	\$	1,310,688

# DETERMINATION OF ANNUAL DEBT REPAYMENT LIMIT

(UNDER ONTARIO REGULATION 403/02)

MUNICIPALITY:

Dubreuilville Tp

MMAH CODE:

80619

**Debt Charges for the Current Year**

		1	
		\$	
0210	Principal (SLC 74 3099 01) . . . . .	239,991	
0220	Interest (SLC 74 3099 02) . . . . .	70,035	
0299	<b>Subtotal</b>	<b>310,026</b>	
0610	Payments for Long Term Commitments and Liabilities financed from the consolidated statement of operations (SLC 42 6010 01) . . . . .	0	
9910	<b>Total Debt Charges</b>	<b>310,026</b>	

**Amounts Recovered from Unconsolidated Entities**

		1	
		\$	
1010	Electricity - Principal (SLC 74 3030 01) . . . . .	0	
1020	Electricity - Interest (SLC 74 3030 02) . . . . .	0	
1030	Gas - Principal (SLC 74 3040 01) . . . . .	0	
1040	Gas - Interest (SLC 74 3040 02) . . . . .	0	
1050	Telephone - Principal (SLC 74 3050 01) . . . . .	0	
1060	Telephone - Interest (SLC 74 3050 02) . . . . .	0	
1099	<b>Subtotal</b>	<b>0</b>	
1410	Debt Charges for Tile Drainage/Shoreline Assistance (SLC 74 3015 01 + SLC 74 3015 02) . . . . .	0	
1411	Provincial Grant funding for repayment of long term debt (SLC 74 3120 01 + SLC 74 3120 02) . . . . .	0	
1412	Lump sum (balloon) repayments of long term debt (SLC 74 3110 01 + SLC 74 3110 02) . . . . .	0	
1420	<b>Total Debt Charges to be Excluded</b>	<b>0</b>	
9920	<b>Net Debt Charges</b>	<b>310,026</b>	

		1	
		\$	
1610	Total Revenue (SLC 10 9910 01) . . . . .	3,136,001	
	<b>Excluded Revenue Amounts</b>		
2010	Fees for Tile Drainage / Shoreline Assistance (SLC 12 1850 04) . . . . .	0	
2210	Ontario Grants, including Grants for Tangible Capital Assets (SLC 10 0699 01 + SLC 10 0810 01 + SLC 10 0815 01) . . . . .	610,555	
2220	Canada Grants, including Grants for Tangible Capital Assets (SLC 10 0820 01 + SLC 10 0825 01) . . . . .	168,779	
2225	Deferred revenue earned (Provincial Gas Tax) (SLC 10 830 01) . . . . .	0	
2226	Deferred revenue earned (Canada Gas Tax) (SLC 10 831 01) . . . . .	0	
2230	Revenue from other municipalities including revenue for Tangible Capital Assets ( SLC 10 1098 01 + SLC 10 1099 01) . . . . .	2,286	
2240	Gain/Loss on sale of land & capital assets (SLC 10 1811 01) . . . . .	-164,381	
2250	Deferred revenue earned (Development Charges) (SLC 10 1812 01) . . . . .	0	
2251	Deferred revenue earned (Recreation Land (The Planning Act)) (SLC 10 1813 01) . . . . .	0	
2252	Donated Tangible Capital Assets (SLC 53 0610 01) . . . . .	0	
2253	Other Deferred revenue earned (SLC 10 1814 01) . . . . .	0	
2254	Increase / Decrease in Government Business Enterprise equity (SLC 10 1905 01) . . . . .	0	
2255	Other Revenue (SLC 10 1890 01 + SLC 10 1891 01 + SLC 10 1892 01 + SLC 10 1893 01 + SLC 10 1894 01 + SLC 10 1895 01 + SLC 10 1896 01 + SLC 10 1897 01 + SLC 10 1898 01) . . . . .	0	
2299	<b>Subtotal</b>	<b>617,239</b>	
2410	Fees and Revenue for Joint Local Boards for Homes for the Aged . . . . .	0	
2610	<b>Net Revenues</b>	<b>2,518,762</b>	
2620	<b>25% of Net Revenues</b>	<b>629,691</b>	
9930	<b>ESTIMATED ANNUAL REPAYMENT LIMIT</b>	<b>319,665</b>	
	(25% of Net Revenues less Net Debt Charges)		

\* SLC denotes Schedule, Line Column.

**Ministry of  
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and Housing**

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**Ministère des  
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Direction des politiques relatives aux  
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Courriel: MFPB@ontario.ca



If you require any further assistance regarding your Annual Repayment Limit calculation, please contact your Senior Financial Advisor at your designated Municipal Service Office:

<b>MSO Office</b>	<b>Telephone</b>	<b>Fax</b>	<b>Address</b>
Central	1-800-668-0230 (416) 585-6226	(416) 585-6882	777 Bay Street, 16th Floor Toronto, Ontario M7A 2J3
Eastern	1-800-267-9438 (613) 545-2100	(613) 548-6822	8 Estate Lane, Rockwood House Kingston, Ontario K7M 9A8
Western	1-800-265-4736 (519) 873-4020		659 Exeter Road, Exeter Road Complex 2nd Floor London, Ontario N6E 1L3
Northeastern	1-800-461-1193 (705) 564-0120		159 Cedar Street, Suite 401 Sudbury, Ontario P3E 6A5
Northwestern	1-800-465-5027 (807) 475-1651		435 James Street South, Suite 223 Thunder Bay, Ontario P7E 6S7

# Annual Repayment Limit

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## **What is the Annual Repayment Limit?**

The Annual Repayment Limit (ARL) may be generally summarized as the maximum amount that a municipality in Ontario can pay each year (without first going to the Local Planning Appeal Tribunal) in principal and interest payments for its long-term debt and other long-term financial commitments.

For most municipalities (not including Toronto) the ARL is set at 25 percent of their annual own-source revenues (such as property taxes, user fees and investment income), less their annual existing long-term debt service costs and payments for other long-term financial obligations. Municipalities may only exceed their ARL with the prior approval of the Local Planning Appeal Tribunal (LPAT).

For more information about the ARL, please see O. Reg. 403/02 (Debt and Financial Obligation Limits) on <https://www.ontario.ca/laws/regulation/020403>.

## **Role of the Ministry of Municipal Affairs and Housing**

The Ministry of Municipal Affairs and Housing issues an updated ARL statement to municipalities once a year. The ARL statement is typically sent to each municipality at the beginning of the calendar year and reflects the most recent financial information submitted by the municipality in its Financial Information Return (FIR), available on <https://efis.fma.csc.gov.on.ca/fir/>

## **How Does the Ministry Calculate the ARL? \***

The calculation of the ARL involves a number of steps. The ministry first determines the municipality's annual own-source revenue from sources such as property taxes, user fees and investment income. The ministry then calculates the amount that is 25 percent of the municipality's annual own-source revenue. Finally, the ministry subtracts the municipality's annual existing debt service costs and payments for other long-term financial obligations from the 25 percent figure to arrive at the ARL.

The ministry calculates 25 percent of the municipality's annual own-source revenue:

$$\begin{array}{c} \text{Municipal} \\ \text{Own-Source Revenue} \\ \text{(e.g. Property Tax, User Fees)} \end{array} \times 25\% = \begin{array}{c} 25\% \text{ of} \\ \text{Own-Source Revenue} \end{array}$$

The ministry subtracts municipal debt and other financial obligations to determine the ARL:

$$\begin{array}{c} 25\% \text{ of} \\ \text{Own-Source} \\ \text{Revenue} \end{array} - \begin{array}{c} \text{Annual Payments for} \\ \text{Existing Debt and Other} \\ \text{Financial Obligations} \\ \text{(Principal + Interest)} \end{array} = \begin{array}{c} \text{Annual Repayment Limit} \end{array}$$

For details on specific municipalities, please see

<https://efis.fma.csc.gov.on.ca/fir/index.php/reports-and-dashboards/annual-repayment-limits/>

*\*For illustrative purposes only*

### Role of Municipalities

Municipalities in Ontario are responsible for ensuring that they do not exceed their ARL. When a municipality proposes long-term borrowing (or other long-term financial obligation), the municipal treasurer is responsible for updating the limit provided by the ministry. The treasurer must determine if there is capacity within the municipality's ARL to undertake the planned borrowing.

### Local Planning Appeal Tribunal (LPAT)

Applications and appeals in relation to a range of matters are brought before the LPAT (formerly known as the Ontario Municipal Board). In cases where municipalities intend to borrow or commit to amounts above their updated ARL, they must first seek the approval of the LPAT. Learn more at <http://elto.gov.on.ca/tribunals/lpat>.

Questions financières municipales

# Plafond de remboursement annuel

## Qu'est-ce que le plafond de remboursement annuel?

On définit généralement le plafond de remboursement annuel comme étant le montant maximal de capital et d'intérêts qu'une municipalité de l'Ontario peut payer (sans avoir d'abord à faire appel au Tribunal d'appel de l'aménagement local) pour ses dettes à long terme et autres obligations financières à long terme.

Pour la plupart des municipalités (mis à part Toronto), le plafond de remboursement annuel correspond à 25 pour cent de leurs revenus autonomes annuels (comme l'impôt foncier, les frais d'utilisation et le revenu de placement), moins leurs frais de service de la dette annuels à long terme actuels et leurs paiements d'obligations financières à long terme. Les municipalités peuvent dépasser le plafond de remboursement annuel seulement lorsqu'elles obtiennent une autorisation préalable du Tribunal d'appel de l'aménagement local (TAAL).

Pour obtenir de plus amples renseignements au sujet du plafond de remboursement annuel, veuillez consulter le Règlement de l'Ontario 403/02 sur la limite de la dette et des obligations financières (Debt and Financial Obligation Limits) sur le site <https://www.ontario.ca/laws/regulation/020403>.

## Rôle du ministère des Affaires municipales et du Logement

Le ministère des Affaires municipales et du Logement transmet chaque année aux municipalités une version mise à jour de l'état du plafond de remboursement annuel. Habituellement, le ministère le transmet à chaque municipalité au début de l'année civile. Ce document reflète l'information financière la plus récente ayant été soumise par la municipalité dans son Rapport d'information financière (RIF), accessible sur le site <https://efis.fma.csc.gov.on.ca/fir/>

## De quelle façon le ministère calcule-t-il le plafond de remboursement annuel? \*

Le calcul du plafond de remboursement annuel comprend un certain nombre d'étapes. D'abord, le ministère détermine les revenus autonomes annuels de la municipalité obtenus par l'impôt foncier, les frais d'utilisation et le revenu de placement. Ensuite, le ministère calcule le montant correspondant à 25 pour cent des revenus autonomes annuels de la municipalité. Enfin, le ministère soustrait de ce montant correspondant à 25 pour cent des frais de service de la dette annuels à long terme existants et les paiements d'obligations financières à long terme de la municipalité pour obtenir le plafond de remboursement annuel.

**Le ministère calcule le montant correspondant à 25 pour cent des revenus autonomes annuels de la municipalité :**



**Le ministère soustrait le montant correspondant à la dette municipale et aux autres obligations financières afin de déterminer le plafond de remboursement annuel :**



Pour obtenir des renseignements sur des municipalités en particulier, veuillez consulter le site <https://efis.fma.csc.gov.on.ca/fir/index.php/reports-and-dashboards/annual-repayment-limits/>

*\* À titre indicatif seulement.*

### **Rôle des municipalités**

Les municipalités de l'Ontario doivent s'assurer de ne pas dépasser le plafond de remboursement annuel. Lorsqu'une municipalité propose un emprunt à long terme (ou toute autre obligation financière à long terme), le trésorier municipal doit mettre à jour le plafond maximal fourni par le ministère. Le trésorier municipal doit déterminer si le plafond de remboursement annuel de la municipalité permet d'aller de l'avant avec l'emprunt prévu.

### **Tribunal d'appel de l'aménagement local (TAAL)**

Les demandes et les appels concernant différentes affaires sont portés devant le TAAL (anciennement la Commission des affaires municipales de l'Ontario). Lorsque des municipalités ont l'intention d'emprunter ou d'engager des montants supérieurs à celui prévu par leur plafond de remboursement annuel, elles doivent d'abord demander l'approbation du TAAL. Apprenez-en davantage à l'adresse <http://elto.gov.on.ca/tribunals/lpat/about-lpat/?lang=fr>.



**LA CORPORATION DU CANTON OF DUBREUILVILLE**  
**RÉUNION DU COMITÉ RÉCRÉATIF**  
**-PROCÈS-VERBAL-**  
 Le 22 février 2023 à 19 h  
 Salle du Conseil

Présents: Casandra Lévesque (Personnel municipal sans droit de vote) – Chantal Croft - Stéphanie Lévesque –  
 France Marshall – Aryane Bouchard – Emilyn Lévesque – Caitlin Chicoine - Sony Coulombe  
 Absent: Lany Tremblay - Christina Guay

**1. Ouverture de la réunion** la présidente ouvre la réunion à 19 h 05.

**2. Adoption de l'ordre du jour**  
 2.1 L'ordre du jour fut accepté tel que présenté.

**Tous sont en faveur**

**3. Appel et déclaration d'intérêt pécuniaire**  
 3.1 Aucun

**4. Annonces**  
 4.1 Aucune

**5. Adoption des procès-verbaux**  
 5.1 Les procès-verbaux de la réunion du 9 et 16 novembre 2022 ainsi que 2 février 2023 furent acceptés tels que présenter.

**Tous sont en faveur**

**6. Rapport financier**  
 6.1 Aucun changement  
 6.2 Prix à distribuer

**7. Correspondances**  
 7.1 Aucune

## **8. Project en cours**

8.1 Course de traîneaux en carton : Le comité revoit quelques détails pour l'activité.

- ☞ Faire un rappel au comité le 17 mars 2023.
- ☞ Christina et Stéphanie seront présentes.
- ☞ Le cours débutera à 13 h 30.
- ☞ Prix de 5\$ (coupons au O'Mavrik).
- ☞ Emylin s'occupe des annonces.
- ☞ Chantal prépare les consentements.

8.2 Glow Stick Party : Le comité revoit quelques détails pour l'activité.

- ☞ Aryane et Emylin seront présentes.
- ☞ Casandra doit réserver la salle.
- ☞ Acheter les Glow Stick sur Amazon.
- ☞ Regarder pour emprunter des « Black Lights ».
- ☞ Emylin fera les annonces.
- ☞ Aryane et Caitline responsable pour la Cantine.
- ☞ Cas fera le Cash float.
- ☞ Nous devons faire l'inventaire.
- ☞ Emilyn s'occupe de la musique.
- ☞ Coût pour les glow stick? À déterminer.

## **9. Autres**

9.1 Le comité font une mise à jour sur le cadeau à Nancy.

9.2 Activité future : Le comité discute d'activité potentielle pour le futur.

- ☞ Tournois sportive (Mini stick, Pickle ball, baseball, Beach bash, etc.)
- ☞ Canada day → Activité d'eau.
- ☞ Movie nights, Ciné parc, movie marathons, etc.
- ☞ Festival d'été (country – western – campeur, etc., danse, activité de fin d'été)

## **10. Prochaine réunion**

10. Le 22 mars 2023 à 19h.

**Tous sont en faveur**

## **11. Clôture de la réunion**

Clôture de la réunion à 20 h 04.

**Tous sont en faveur**



## Council Report

**From:** Francis DeChamplain  
Infrastructure Superintendent

**Date:** March 16, 2023

**Subject:** Municipal campground water and sewer rehabilitation

**Purpose:** To get all the municipal camp sites up to par before the season begins

**Recommendation:**

Whereas it is recommended that we hire Provost Contracting to replace all existing water services with new PVC service pipes and new valves. In addition, to install new water and sewer services to the additional four (4) new lots that were created last summer.

As the 2023 budget has yet to be approved, it is recommended that we move forward with this necessary work and to ensure that all camp sites are ready when the weather permits to open this well anticipated service to the public.

**Analysis:**

With the electrical upgrade done last year, the only thing left to do is the water and sewer rehabilitation. We will then be in great shape for years to come. Our camp sites are always fully booked yearly.

**Financial Impact:**

Provost Contracting has provided us with a quote of \$35,000.00 for the work which is very reasonable.

A positive response to this request would be greatly appreciated. Thank you in advance for your consideration on this extremely important matter!

**Francis DeChamplain**  
**Infrastructure Superintendent**

**Shelley B. Casey**  
**CAO/Clerk**



# FOODCYCLER™ MUNICIPAL FOOD WASTE DIVERSION PILOT PROGRAM



Township of Dubreuilville  
23 Pine Street, P.O. Box 367  
Dubreuilville, ON P0S 1B0  
705-884-2340 Ext. 121

Thursday, March 23, 2023

## The FoodCycler™ Food Waste Diversion Municipal Pilot Program

Dear Township of Dubreuilville Staff and Council,

Thank you for your interest in food waste diversion in your community. Food Cycle Science (FCS) is a social purpose organization born from the alarming fact that 63% of food waste is avoidable and responsible for about 10% of the world's greenhouse gas emissions. FCS has developed an innovative solution that reduces food waste in landfills, takes more trucks off the road, reduces infrastructure and collection costs, and contributes to a 95% reduction in CO2e compared to sending food to landfills. We deploy our patented technology to households around the world, helping them take ownership of their food waste and environmental impact.

In partnering with municipalities, we are committed to creating accessible food waste solutions for all people and changing the way the world thinks about food waste. The purpose of the FoodCycler™ Pilot Program is to measure the viability of on-site food waste processing technology as a method of waste diversion. By reducing food waste at home, you can support your environmental goals, reduce residential waste, reduce your community's carbon footprint, and extend the life of your community's landfill(s).

Based on several factors, we believe the Township of Dubreuilville would be a great fit for the benefits of this program, and we are proposing a study involving 50 households in the Township of Dubreuilville.

The **FoodCycler FC-30** and **Maestro** devices can process 2.5 L and 5 L (respectively) of food waste per cycle and converts it into a nutrient-rich by-product that can be used to enrich your soil. Power consumption per cycle is ~0.8 kWh (FC-30) / ~1.3 kWh (Maestro) and takes less than 8 hours to complete (overnight).

Every FoodCycler deployed is estimated to divert at least 2 tonnes of food over its expected lifetime. Based on market rates of \$100 per tonne of waste (fully burdened), 50 households participating would divert 100 tonnes of food waste and save the municipality an estimated \$10,000.00 in costs. Please note that this analysis is based on market rates and depending on remaining landfill lifespan and closure costs, local rates for waste disposal may vary.

Every tonne of food waste diverted from landfill is estimated to reduce greenhouse gas emissions by 1.3 tonnes of CO2e before transportation emissions. Based on this, 50 households could divert approximately 130 tonnes of greenhouse gas emissions.

Food Cycle Science is excited to have you on board for this exciting and revolutionary program. The FoodCycler™ Municipal Solutions Team is always available to answer any questions you might have.

Warm regards,

*The FoodCycler™ Municipal Team*



## Impact Canada/AAFC Food Waste Reduction Challenge

Food Cycle Science is a finalist of Impact Canada's Food Waste Reduction Challenge, which is a three-stage initiative from the Government of Canada through Agriculture and Agri-Food Canada to support business model solutions that prevent or divert food waste at any point from farm to plate. FoodCycler has been chosen as a finalist for our project titled: "Residential On-Site Food Waste Diversion for Northern, Rural, and Remote Communities".

The challenge objectives and assessment criteria are for solutions that:

1. **Can measurably reduce food waste** – in dollars and metric tonnes;
2. **Are innovative and disruptive to the status quo** – the old way of doing business is out;
3. **Are ready to scale up** – it is time to deploy high-impact and wide-reaching solutions across the Canadian food supply chain;
4. **Have a strong business case** – there is a demand for your solution;
5. **Make a difference to our communities** – creating jobs and increasing access to safe, nutritious, and high-quality food is a priority; and,
6. **Improve our environment** – reducing food waste means shrinking our GHG footprint and conserving natural resources.

As a finalist, Food Cycle Science is the recipient of a \$400,000 grant that is being 100% redistributed to our Canadian municipal partners in support of their FoodCycler initiatives and pilot programs. Based on several factors, FoodCycler believes the Township of Dubreuilville would be an ideal "Implementation Partner" for this stage of the challenge and we are proposing a study involving 50 households in the Township of Dubreuilville, wherein Food Cycle Science will contribute a portion of this grant money towards offsetting the costs of your program.

More information can be found here: <https://impact.canada.ca/en/challenges/food-waste-reduction-challenge>



As of the date of this proposal, there are a total of 73 Canadian municipalities who have signed on to participate in a FoodCycler program. Through this partnership, the Township of Dubreuilville can achieve immediate and impactful benefits, acquire valuable insight about food waste diversion in your region, and showcase itself as an environmental leader and innovator in Canada.

**Food Cycle Science** is looking to achieve the following through this proposed partnership:

- 🌱 Receive high-quality data from pilot program participants regarding food waste diversion
- 🌱 Receive high-quality feedback from residents, staff, and council regarding the feasibility of a FoodCycler food waste diversion program for the Township of Dubreuilville and similar communities
- 🌱 Demonstrate the viability of our technology and solutions in a municipal setting so the model can be re-deployed in other similar communities in Canada
- 🌱 Demonstration of a program regarding food waste diversion in small/rural Canada to support Phase 3 of Impact Canada’s Food Waste Reduction Challenge

**The Township of Dubreuilville** would receive several benefits through this partnership:

- 🌱 Opportunity to trial a food waste diversion solution at a cost well below market prices utilizing federal funding intended for food waste reduction in our country
- 🌱 Reduced residential waste generation thus increasing diversion rates
- 🌱 Reduced costs associated with waste management (collection, transfer, disposal, and landfill operations)
- 🌱 The reduction of greenhouse gas (GHG) emissions from transportation and decomposition of food waste in landfills
- 🌱 Extend the life of your landfill(s)
- 🌱 Opportunity to support Canadian innovation and clean tech
- 🌱 Opportunity to provide residents with an innovative solution that reduces waste and fights climate change, at an affordable price
- 🌱 Obtaining data that could be used to develop a future organic waste diversion program

**Residents** of the Township of Dubreuilville would receive several benefits through this partnership:

- 🌱 Opportunity to own an at-home food waste diversion solution at a cost well below market prices
- 🌱 Support climate change goals by reducing waste going to landfill
- 🌱 Ability to fertilize their garden soil by generating a nutrient-rich soil amendment
- 🌱 Reduce the “ick factor” of garbage to keep animals and vermin away
- 🌱 Reduce trips to the waste site and save on excess waste fees where applicable

In the pages that follow, we will offer a pilot program recommendation for consideration.



# The FoodCycler Product Family

The FoodCycler product family offers closed-loop solutions to food waste, with zero emissions or odours. This sustainable process reduces your organic waste to a tenth of its original volume. Small and compact, FoodCycler products can fit anywhere. They operate quietly and efficiently, using little energy.

**FOODCYCLER™  
FC-30**



2.5 L	VOLUME CAPACITY	5.0 L
30.5 L	UNIT VOLUME	28.9 L
4-8 HOURS	PROCESSING TIME	6-8 HOURS
0.8 kWh	POWER CONSUMPTION PER CYCLE	1.3 kWh
2 REFILLABLE FILTERS	ODOUR CONTROL	1 REFILLABLE FILTER
BACK	VENT LOCATION	TOP

**FOODCYCLER™  
MAESTRO**



## Recycle Your Food Waste in 3 Easy Steps

### Step 1:

Place your food waste into the FoodCycler™ bucket. The FoodCycler™ can take almost any type of food waste, including fruit and vegetable scraps, meat, fish, dairy, bones, shells, pits, coffee grinds and filters, and even paper towels.



### Step 2:

Place the FoodCycler™ bucket into your FoodCycler™ machine. The FoodCycler™ machine can be used anywhere with a plug such as a kitchen countertop, basement, laundry room, heated garage, etc.



### Step 3:

Press Start. In 8 hours or less, your food waste will be transformed into a nutrient rich soil amendment that can be integrated back into your soil. The cycle runs quietly and with no odours or GHG emissions.

# FoodCycler Funded Pilot Program – Subsidy Model

**FoodCycler FC-30**



Retail Price = \$500



**FoodCycler Maestro**



Retail Price = \$800



## FoodCycler Funded Pilot Program Recommendation and Details

Based on the demographics and current waste management system in place at the Township of Dubreuilville, Food Cycle Science is recommending a pilot program involving 50 households.

The funded pilot program is based on a cost subsidy model where Food Cycle Science provides an initial discount, we contribute an investment from AAFC/Impact Canada, the Township of Dubreuilville provides a subsidy, and the resident provides the remaining contribution. The purpose of this model is to make this technology accessible to more Canadians at an affordable price.

The total investment from Impact Canada for a 50 household pilot would amount to **\$7,500.00<sup>1</sup>**. The funding period for Impact Canada ends in May 2023 or until all funding has been fully allocated, whichever comes sooner.

Through this partnership-based program, the **municipal investment for Township of Dubreuilville is \$100.00 per household**, regardless of which device is selected. Residents will then have the option to choose the FoodCycler™ model that best suits their household and budget.

Each FoodCycler™ is estimated to divert at least 2 tonnes of food over its expected lifetime. Based on average market rates of \$100 per tonne of waste (fully burdened), 50 households participating would divert 100 tonnes of food waste and save the municipality an estimated **\$10,000.00** in costs.

### Total Invoiced Amount

	Price	Quantity	Total
FoodCycler FC-30 Municipal Rate	\$250	0	\$0
FoodCycler Maestro Municipal Rate	\$400	50	\$20,000
Shipping Estimate			\$1,300
<b>Total Invoice Amount</b>			<b>\$21,300</b>

*Plus applicable taxes.*

### Net Municipal Cost:

	Price	Quantity	Total
Total Invoice Amount			\$21,300
Less Resident Resale: FC-30	\$150	0	\$0
Less Resident Resale: Maestro	\$300	50	\$-15,000
<b>Net Municipal Cost</b>			<b>\$6,300</b>

*Plus applicable taxes.*

**Volume Discount:** Orders of 500 units or more will be eligible to receive an additional \$50.00 per unit discount on the FoodCycler Maestro. The Municipality shall maintain a minimum of \$100.00 per household subsidy, thus passing on these savings directly to residents, reducing the resident contribution on the Maestro to \$250.00.

<sup>1</sup> Based on an estimated 50/50 split between FC-30 and Maestros. Will vary depending on the quantity of FoodCyclers purchased and the model ultimately selected by residents.

## Purchase and Program Terms

**Confirmation Deadline:** Confirmation of order (Council resolution and/or signed partnership agreement) to be received no later than April 30, 2023.

**Price Guarantee:** Food Cycle Science will honour these rates on subsequent orders of 50 units or more, placed within the 2023 calendar year.

**Shipping:** Shipping estimates to your location may range from \$1,000.00 – \$1,600.00 and the \$1,300.00 quoted is an estimated average based on today's shipping rates. The Municipality may choose the shipping option that best suits their budget and needs. The higher cost shipping options will generally provide superior shipping accuracy.

**Optional Direct-to-Resident Shipping:** *At the request (and with permission) of the Township of Dubreuilville, residents may be given the option to have their FoodCycler shipped directly to their home for a small fee. This will serve to reduce the eventual shipping costs to the Township of Dubreuilville and reduce the burden of storage and staff time required to distribute units to pilot participants.*

**FoodCycler Model Selection:** During a registration period, residents will be given the option to indicate their preferred FoodCycler model. The total allotment of each FoodCycler model can be either predetermined or determined by resident selection.

**Payment Terms:** Payment is 100% due upon receipt of goods.

**Optional Resident Payment Portal:** *At the request (and with permission) of the Township of Dubreuilville, FCS may provide an online purchase option to collect the resident contribution directly, and absorb all transaction fees associated with collection of resident payment. FCS would simply bill the Township of Dubreuilville for their \$100.00 per household subsidy, plus shipping costs and applicable taxes.*

**Accessories:** Additional filters and other accessories may be purchased from FoodCycler at wholesale rates for resale to residents under the pilot program with no additional freight cost provided they are included in the initial order.

- **RF-35 Replacement Filter Pack (Refillable):** Includes 2 refillable filter cartridges with carbon included, good for 1 filter change. One-time purchase only to convert to the refillable system. May be purchased at a price of \$22.12 + tax in increments of 18.
- **RC-35 Carbon Filter Packs:** Includes 8 carbon packets, good for 4 filter changes. Compatible only with RF-35 refillable filter system. May be purchased at a price of \$50.00 + tax in increments of 9.
- **RC-104 Carbon Filter Packs:** Includes 4 carbon packets, good for 4 filter changes. Compatible only with the Maestro refillable filter system. May be purchased at a price of \$50.00 + tax in increments of 9.
- **BK-30 Spare Buckets:** May be purchased at a price of \$50.00 + tax in increments of 6.
- **BK-100 Spare Buckets for Maestro:** May be purchased at a price of \$80.00 + tax in increments of 4.
- **RF-30 Replacement Filter Pack:** Includes 2 disposable filter cartridges with carbon included, good for 1 filter change. May be purchased at a price of \$22.12 + tax and must be purchased in increments of 20.

**Warranty:** 1-year standard manufacturer's warranty starting on date of delivery of all FoodCycler units to the

Township of Dubreuilville. We will repair or replace any defects during that time. Extended warranties may be purchased at additional cost of \$25.00 per year for up to 5 years.

**Buyback Guarantee:** Food Cycle Science will buy back any unsold units after a period of 1 year from the delivery date. All units must be in new and unopened condition. The municipality is responsible for return shipping to our warehouse in Ottawa, ON plus a \$25.00/unit restocking fee.

**Marketing and Promotion:** The Township of Dubreuilville and Food Cycle Science mutually grant permission to use the name and/or logo or any other identifying marks for purposes of marketing, sales, case studies, public relations materials, and other communications solely to recognize the partnership between Food Cycle Science and the Township of Dubreuilville. The Township of Dubreuilville staff may be asked to provide a quote / video testimonial regarding the program.

**Surveys / Tracking:**

- The trial / survey period will be for 12 weeks starting on or before July 15, 2023.
- Residents will be asked to track weekly usage of the FoodCycler during each week of the trial. Tracking sheets will be provided as part of a Resident Package prepared by Food Cycle Science.
- At the end of the 12 weeks, residents must report their usage and answer a number of survey questions. Survey is to be provided by Food Cycle Science and approved by the Township of Dubreuilville.
- The survey is to be administered either by the Township of Dubreuilville or by Food Cycle Science, by request and with permission. All survey results are to be shared between the Township of Dubreuilville and Food Cycle Science. The Township of Dubreuilville shall ensure all personal information of participants is removed from any data ahead of sharing with Food Cycle Science.
- The Township of Dubreuilville may administer additional touchpoints with participants at their discretion.

**Report:** At the request of Township of Dubreuilville, Food Cycle Science will prepare a report summarizing program performance including waste diversion, potential for expansion, and other factors deemed relevant by the Township of Dubreuilville. A preliminary report must be completed and included in our submission to Impact Canada by May 15, 2023, which FCS will prepare.

**Customer Support / Replacement Units:**

- Food Cycle Science has a dedicated municipal support team that is available to assist residents directly with any troubleshooting, repairs, or replacement when required.
- Food Cycle Science may provide a small number of spare FoodCycler units with the initial order to be used for replacements if/when required. The Township of Dubreuilville would be tasked with assisting residents with replacements where necessary. Replacement units will be supplied at no cost to the municipality and may represent up to 2% of the total initial order. This represents our anticipated/accepted failure rates.
  - Any unused spare units remaining after the warranty period shall be donated to a local school, with priority given to schools participating in EcoSchools Canada programs.

## Summary and Acceptance of Terms

We respectfully ask that you confirm your participation no later than April 30, 2023 in order to respect the timeline of the Impact Canada Food Waste Reduction Challenge.

Summary of pilot program costs:

Program Recommendation	Invoice Amount	→	Net Municipal Cost
50 Households	\$21,300	→	\$6,300

Terms Accepted and Agreed by Township of Dubreuilville:

\_\_\_\_\_  
Name / Title

\_\_\_\_\_  
Name / Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Food Cycle Science looks forward to working with the Township of Dubreuilville to reduce the amount of food waste going to landfill in a manner that is convenient and cost-effective.

Sincerely,

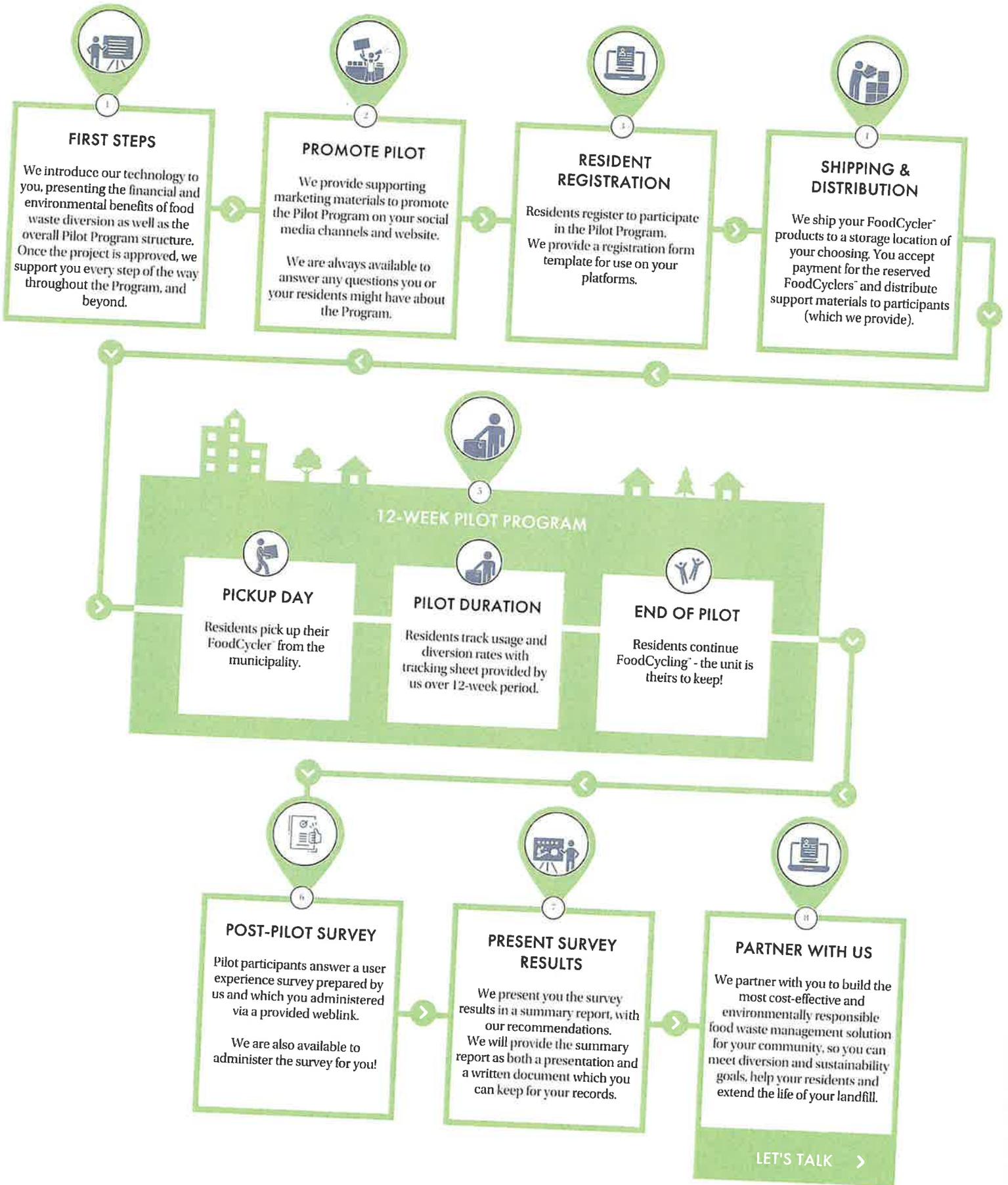
**Kassia Régnier**

Municipal Program Coordinator

Kassiar@foodcyclers.com | +1 613-861-1721



Food Cycle Science Corporation  
371A Richmond Road, Suite #4  
Ottawa, ON K2A 0E7  
[www.foodcyclers.com](http://www.foodcyclers.com)



## Council Board Report



9,111,111A

Vendor : 1372101 to ZOOM01  
Fund : 1 GENERAL FUND  
Include all Payment Types : No

Date Range: 12-Apr-2023 to 12-Apr-2023  
Sequence by: Cheque/EFT#  
Fund No. Masked: No

Vendor Name	Chq./EFT#	Chq./EFT Date	Purpose	Amount Allocated to Fund
Action Group Inc.	6615	12-Apr-2023	Economic Development - Misc Service Professio	96,581.10
Algoma District School Board	6616	12-Apr-2023	Education Tax - March 2023 - Public English	12,974.09
Algoma District Services Administration Board	6617	12-Apr-2023	Municipal Levy - April 2023	17,634.60
Algoma Public Health	6618	12-Apr-2023	1ST Quarter - Levy 2023 - January to March 202	5,823.25
Andy's Machine Shop	6619	12-Apr-2023	Skyjack - Supplies - Repair Cylinder	1,294.10
Belisle, Daniel	6620	12-Apr-2023	Recreation Department - Cell Phone Usage - Jar	154.08
Blais, René	6621	12-Apr-2023	Public Work Department - Cell Phone Usage - Ja	75.00
Bouchard, Suzanne	6622	12-Apr-2023	Admin - Cell Phone Usage - January to March 20	135.00
B. Casey, Shelley	6623	12-Apr-2023	Admin - Cell Phone Usage - January to March 20	150.00
Carriere, Robert	6624	12-Apr-2023	Complexe - Labour - Paint - March 19 to March 2	120.00
Castonguay, Renaud	6625	12-Apr-2023	Recycling - March 1/2023	500.00
Croft, Chantal	6626	12-Apr-2023	Economic Development - Tra. Exp. - Taxi & Gratu	368.28
CSC du Nouvel-Ontario	6627	12-Apr-2023	Education Tax - March 2023 - Separate French	2,464.67
CONSEIL SCOLAIRE PUBLIC DU GRAND NORD DE L'OI	6628	12-Apr-2023	Education Tax - March 2023 - Public French	1,247.69
DECHAMPLAIN, FRANCIS	6629	12-Apr-2023	Public Work Department - Cell Phone Usage - Ja	135.00
Encompass IT . ca	6630	12-Apr-2023	Admin - Maintenance Computer - Microsoft Offic	23,043.82
Fire Marshal's Public Fire Safety Council	6631	12-Apr-2023	Prepays & Fire Department - Membership Rener	100.00
FOTENN Consultants Inc.	6632	12-Apr-2023	Planning / Zoning - Misc Service Professional - C	9,852.19
Pascale Gamache,	6633	12-Apr-2023	Admin - Cell Phone Usage - January to March 20	75.00
Good Energy Solutions Inc.	6634	12-Apr-2023	Complexe & Fire Hall & Water Treatment - Labou	3,930.30
Hemphill, Julila	6635	12-Apr-2023	Councillor Hemphill - Cell Phone Usage - Januar	75.00
Henderson Metal Fabricating	6636	12-Apr-2023	Complexe - Labour - Maintenance Rooftop Units	5,062.66
HSCD School Board	6637	12-Apr-2023	Education Tax - March 2023 - Separate English	3,200.62
J.Provost Contracting Ltd.	6638	12-Apr-2023	Water Distribution - Labour - Repair Hydrant at th	2,735.15
Kresin Engineering Corporation	6639	12-Apr-2023	A/R - Landfill Site - Misc Service Professional - E	17,003.19
Lacroix Enterprises Ltd.	6640	12-Apr-2023	Complexe - Supplies - Drain Plug	487.75
Mario / Propane & Bergeron Contracting	6641	12-Apr-2023	Fire Hall - Labour - Fixed Door Padlock	127.13
Levesque, Luc	6642	12-Apr-2023	Councillor Levesque - Cell Phone Usage - Janua	75.00
Lévesque, Casandra	6643	12-Apr-2023	Admin - Cell Phone Usage - January to March 20	75.00
Levesque, Krystel	6644	12-Apr-2023	Councillor Levesque - Cell Phone Usage - Janua	75.00
Monument-URSO Surveying Ltd	6645	12-Apr-2023	New Landfill Site - Misc. Services - Surveying	32,555.30
Mun. Property Assessment Corp.	6646	12-Apr-2023	Admin - 2nd Quarter Service - Support MPAC	2,660.08
Mun. Tax Equity Consultants	6647	12-Apr-2023	Admin - Misc Service Professional - Tax Policy S	2,825.00
Murray OK Tires	6648	12-Apr-2023	Garbage Truck - Buying - New Tires	2,244.87
N1 STRATEGY INC.	6649	12-Apr-2023	Economic Development - Misc Service Professio	10,170.00
Nantel Beverly,	6650	12-Apr-2023	Mayor - Cell Phone Usage - January to March 20	195.00
Nolan, Amanda	6651	12-Apr-2023	Municipal Law Officer - Cell Phone Usage - Janu	135.00
NORTH STAR FUSION LTD.	6652	12-Apr-2023	Grader - Labour - Wing Repair	1,199.65
Ontario Clean Water Agency	6653	12-Apr-2023	Water Well Supply & Wastewater - February 202	28,132.66
Perth, Hélène	6654	12-Apr-2023	Councillor Perth - Cell Phone Usage - January to	75.00
Pinel, Steeve	6655	12-Apr-2023	Fire Department - Captain Service - January to N	125.00
Linde Canada Inc.	6656	12-Apr-2023	Garage - Cylinder Rental - February 2023	539.68
Gendron, Nathalie	6657	12-Apr-2023	Admin - Cell Phone Usage - January to March 20	75.00
PSD Citywide Inc.	6658	12-Apr-2023	Admin - ABSI Citywide Data Training & Building (	7,754.63
R.C.M.D. a Division of Pioneer Construction Inc.	6659	12-Apr-2023	Winter Control - Sanding Services - February 20;	2,454.93
Robin, Bélanger	6660	12-Apr-2023	Fire Department - Captain Service - January to N	125.00
Sigouin, Patrick	6661	12-Apr-2023	Fire Chief - Cell Phone Usage - January to Marcl	105.00
Sonier, Stéphanie	6662	12-Apr-2023	Prevention Officer Service - January to March 20	500.00
Superior East Community DevCorp	6663	12-Apr-2023	Economic Development - Advertizing - Northern 1	2,250.00
Technical Standards & Safety Authority	6664	12-Apr-2023	Prepays & Complexe - Elevator Licence - May 2	250.00
Telizon Inc.	6665	12-Apr-2023	Monthly Business Lines / Internet / Long Distanc	0.01
The City of Sault Ste. Marie	6666	12-Apr-2023	POA Allocation - 2022 - Deficite	1,003.58
TK Elevator(Canada) Limited	6667	12-Apr-2023	Arena - Maintenance Contract Elevator - Repair (	5,210.75
TREMBLAY, BRIGITTE	6668	12-Apr-2023	Admin - Cell Phone Usage - January to March 20	105.00
Troy Life & Fire Safety Ltd.	6669	12-Apr-2023	Complexe - Kitchen Fire Supression Inspection	403.98
Yellow Pages	6670	12-Apr-2023	Admin - Monthly Charges - February 2023	29.90

Total: 306,699.69

Council Board Report



Visa & E-Transfer 9,2 list B.

Vendor : 1372101 to ZOOM01  
 Fund : 1 GENERAL FUND  
 Include all Payment Types : No

Date Range: 13-Apr-2023 to 13-Apr-2023  
 Sequence by: Cheque/EFT#  
 Fund No. Masked: No

Vendor Name	Chq./EFT#	Chq./EFT Date	Purpose	Amount Allocated to Fund
Adobe	1955	13-Apr-2023	Fire Department - Buying - Adobe Acrobat Pro	1,086.63
Algoma Office Equipment	1956	13-Apr-2023	Admin - Photocopies - February 16 to March 15/	143.39
Algoma Power Inc.	1957	13-Apr-2023	Hydro - February 2023 - Water Treatment - Well	13,523.03
Amazon.ca	1958	13-Apr-2023	Kubota Tractor - Supplies - Oil Filter	1,029.39
Bell Canada	1959	13-Apr-2023	Monthly Service - March 22 to April 21/2023 - W.	124.53
Cable Ties And More	1960	13-Apr-2023	Complexe - Supplies - Cable Track Roll	114.57
Canada Post Corporation	1961	13-Apr-2023	Water & Sewer - Supplies Postage - Register Let	24.46
Chelsea Hotel	1962	13-Apr-2023	Economic Development - Travelling Expenses - I	589.96
Donald L. Davidson Fuels Ltd.	1963	13-Apr-2023	Garage - Supplies Fuel - March 10/2023	1,955.19
DD West LLP	1964	13-Apr-2023	Admin - Misc Service Professional - Broadband (	2,892.80
Dubreuilville Broadband	1965	13-Apr-2023	Admin - Internet Service - April 2023	5,650.00
LOL Resto Bar	1966	13-Apr-2023	Landfill Site - Supplies P/R - Lunch with Kresin	38.95
Minister of Finance	1967	13-Apr-2023	Prepays & Beach - Crown Land Lease - May 1/2	475.72
Municipal Law Enforcement Officer's Association	1968	13-Apr-2023	By-Law Enforcement - Subscription Association	129.00
North of 17 Restaurant	1969	13-Apr-2023	Emergency Awareness - Meals - March 9/2023	66.02
NORTHROUTE FUELS	1970	13-Apr-2023	Recreation Truck - Supplies Gas - March 6/2023	10,156.80
OMAVRIK	1971	13-Apr-2023	Multi Trail - Supplies - Gift Card	756.96
O.M.E.R.S.	1972	13-Apr-2023	OMERS - Remittance - March 2023 + Interest	9,580.02
ONTERA	1973	13-Apr-2023	Library - Internet Service - March 2023	79.04
Ontario Water Wastewater Certification Office	1974	13-Apr-2023	Water Treatment - Certificate Renewal	580.00
Pragmatic	1975	13-Apr-2023	Admin - Conference Call - February 2023	9.67
Safetycare Inc	1976	13-Apr-2023	Admin - SafetyHub - 1 year Subscription	1,073.50
Sault Airport	1977	13-Apr-2023	Economic Development - Tra Exp - Parking - PD.	60.00
Staples Business Depot	1978	13-Apr-2023	Admin - Buying - Office Chair	1,120.17
TBAYtel	1979	13-Apr-2023	Cell Phone Usage - March 10 to April 9/2023	22.60
The Flag Store	1980	13-Apr-2023	Parks - Buying - New Flag Pole	2,349.27
UnitedCloud Inc.	1981	13-Apr-2023	Monthly Service - March 2023	336.14
Vasco	1982	13-Apr-2023	Arena - Supplies - Edger Parts - Cutter Screws &	246.19
Wishart Law Firm LLP	1983	13-Apr-2023	Admin - Misc Service Lawyer - General Matters	3,842.00

**Total: 58,056.00**

- 43.10  
 58,012.90

## By-Law No. 2023-16

### *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 April 12, 2023.*

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 April 12, 2023 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 April 12, 2023 meeting is hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this By-Law.
2. That where no individual by-law has been or is passed with respect to the taking of any action authorized in or by the above-mentioned minutes or with respect to the exercise of any powers by the Council in the above-mentioned minutes, then this by-law shall be deemed for all purposes to be the by-law required for approving and authorizing and taking of any action authorized therein or thereby, or required for the exercise of any powers therein by the Council.
3. That the Mayor and the CAO-Clerk of the Corporation of the Township of Dubreuilville are hereby authorized and directed to do all things necessary to give effect to the said action of the Council or to obtain approvals where required and, except where otherwise provided, the Mayor and the CAO-Clerk are hereby directed to execute all documents necessary on behalf of the Corporation of the Township of Dubreuilville and to affix the Corporate Seal thereto.

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

READ a first, second and third time and be finally passed this 12<sup>th</sup> day of April, 2023.

---

MAYOR

---

CAO-CLERK



**BY-LAW No. 2023-17**

***Being a By-law to authorize the execution of an Agreement to accommodate Driver Examination Services "Travel Point Program" with Serco DES Inc. delegate of the Ontario Ministry of Transportation.***

WHEREAS The Corporation of the Township of Dubreuilville deems it necessary to lease office space within the Municipal Complex to Serco DES Inc.;

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

1. That the CAO-Clerk be authorized to execute an agreement between the Corporation of the Township of Dubreuilville and Serco DES Inc. in accordance with Schedule "A" attached to this By-law.
2. That this By-Law shall come into force and take effect upon its reading and being passed.
3. That By-Law No. 2022-24 be repealed.

READ a first, second and third time and be finally passed this 12<sup>th</sup> day of April, 2023.

\_\_\_\_\_  
MAYOR

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

Bringing service to life



**Serco Canada Inc.**  
37 Carl Hall Road  
Unit 7  
North York, ON M3K 2E2

T 416.861.2024  
F 703.234.6850

[www.serco-na.com](http://www.serco-na.com)

March 07, 2023

Hall Manager  
Twsp of Dubreuilville  
23 Pine Street  
PO Box 367  
Dubreuilville, ON  
POS 1B0

**Re: Driver Examination Services "Travel Point"**

As the delegate of the Ontario Ministry of Transportation to provide Driver Examination Services to the residents of your community, Serco Canada Inc. (Serco) intends to continue providing this service under the Travel Point Program previously established at the location specified herein.

Serco would like to propose this arrangement with a subsequent agreement under the same terms and conditions for 30 months to remain in effect until August 31<sup>st</sup>, 2025, unless replaced by a further subsequent agreement with the consent of both parties.

Therefore, we would like to confirm the following with you:

Location:  
Twsp of Dubreuilville  
23 Pine Street  
PO Box 367  
Dubreuilville, ON  
POS 1B0

Rental:  
2022/2023: \$50 + HST per booking.

Dates: Thursdays (on dates shown) 8:45 AM to 12:00 PM, 1:00 PM to 2:45 PM dates to be determined and reported.

Notwithstanding anything else contained in this agreement, Serco may assign this agreement to His Majesty the King in Right of Ontario as represented by the Ministry of Transportation or any person identified by MTO ("the assignee") upon written notice but without the necessity of obtaining your consent.

In addition, Serco may terminate the agreement upon sixty (60) days written notice to you at the above stated address.

In addition, the landlord agrees to provide and operate the following services and facilities for the premises as expressed below and maintain such services and facilities in good repair during the term: access to a

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washroom, heating and cooling in reserved space, and exterior maintenance – such as the prompt removal of snow and ice.

Should the above-noted be acceptable to you, please sign a copy of this letter in the space indicated below and return the signed copy to Amy.Gorham@serco-na.com. If you wish to discuss this matter further, please call me directly at 416-861-2024. Your point of contact for all facilities issues or concerns will be Monica Abbas, Facilities Manager at monica.abbas@serco-na.com or 416-702-0984.

We look forward to continuing to provide driver examination services to your community.

Sincerely,

Amy Gorham  
Contract/Procurement Representative

Agreed and accepted on this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title



**By-Law No. 2023-18**

***Being a By-law to authorize the execution of an Agreement with Ornge to receive funding under the Helipad operation and maintenance funding program.***

WHEREAS the Corporation of the Township of Dubreuilville deems it desirable to enter into an agreement with Ornge to receive funding under the Helipad operation and maintenance funding program;

**THEREFORE BE IT 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 Helipad agreement between Ornge and the Township of Dubreuilville.
2. That this agreement shall appear as per Schedule "1" attached to this by-law and forming part of this by-law.
3. That By-Law No. 2020-16 A is therefore hereby repealed.
4. 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 finally passed this 12<sup>th</sup> day of **April**, 2023.

\_\_\_\_\_  
MAYOR

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



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Ornge  
5310 Explorer Drive  
Mississauga, Ontario L4W 5H8

1.800.251.6543  
647.428.2005 tel  
647.428.20006 fax

Execution Copy  
#23-01-033

*Thursday, February 16, 2023*

*The Corporation of the Township of  
Dubreuilville (the "Operator")  
Shelley Casey  
23 Pins Street  
P.O. Box 367  
Dubreuilville, Ontario P0S 1B0*

Operator of the *[R065 / Dubreuilville]*  
helipad located at:  
*48.3525° / -84.5478° (the "Property")*

Dear Shelley Casey,

**Re: Company-Approved Helipad Agreement (the "Agreement")**

This letter agreement (the "**Agreement**") sets out the terms and conditions of the use, operation and maintenance of the Helipad, Surrounding Area and Easement, each as defined below. We trust that this Agreement reflects the understanding between yourself and Ornge. If so, please have an authorized signatory execute **two copies** of this Agreement by signing in the space provided at the end of the document and return one copy to the following address:

Ornge  
5310 Explorer Drive  
Mississauga, Ontario  
L4W 5H8  
Attention: Helipad Program

By way of background:

- A. The Operator owns, leases or otherwise has a legal right of ownership or control over the Property that includes the Helipad, Surrounding Area and Easement Lands, as defined below (collectively, the "**Subject Lands**");
- B. Ornge, along with its subsidiaries and affiliates (collectively referred to as "**Ornge**" in this Agreement), provides ambulance services to the people of Ontario, under an agreement with the Ministry of Health and Long-Term Care, using helicopters and using land ambulance vehicles which Ornge operates or which are operated by third parties who coordinate with Ornge (collectively, the "**Services**");
- C. Ornge seeks the right to use the Operator's Subject Lands in order to provide the Services;
- D. The Operator has agreed to provide and grant to and in favour of Ornge the right to use the Subject Lands in connection with the Services and to ensure that the Subject Lands are available in safe, secure and effective condition such that Ornge may use the Subject Lands when the need arises, all subject to and in accordance with the terms of this Agreement.



Ornge  
5310 Explorer Drive  
Mississauga, Ontario L4W 5H8

1.800.251.6543  
647.428.2005 tel  
647.428.2006 fax

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**NOW THEREFORE**, Ornge and the Operator hereby agree as follows:

**DESCRIPTION OF SUBJECT LANDS**

1. Schedule A to this Agreement illustrates the location and boundaries of the Helipad, Surrounding Area and Easement Lands on the Property.
2. For the purposes of this Agreement:
  - (a) the **Helipad** comprises Final Approach and Take-Off area (“**FATO**”) and the Touch Down and Lift-Off Area (“**TLOF**”) as depicted in Schedule A;
  - (b) the **Surrounding Area** comprises the land immediately surrounding the Helipad that is 100 feet or more radius from the center of the Helipad, as well as an area ten feet wide and running the full length of the lead-in cones/lights if the pad is so equipped, as depicted in Schedule A; and
  - (c) the **Easement Lands** comprise the land connecting the Helipad and Surrounding Area to the public road as depicted in Schedule A.

**REPRESENTATIONS OF THE OPERATOR**

3. The Operator represents and warrants to Ornge that:
  - (a) the Operator owns, leases or otherwise has a legal right of ownership or control over the Subject Lands to the extent sufficient to legally grant and provide to and in favour of Ornge the right to use the Subject Lands in connection with the Services and has, to the extent required, obtained any consents required from any third parties to grant such rights;
  - (b) the Operator has all the necessary power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement;
  - (c) the TLOF is made of concrete, asphalt, sod or coarse gravel such that it is capable of bearing the static and dynamic weight of Ornge’s helicopter (approximately 6,800 kilograms);
  - (d) the FATO is made of either concrete, asphalt, sod or coarse gravel and will be kept free from dust, loose dirt, sand, and similar material that could create significant amounts of dust when a helicopter lands or takes off which can result in both safety and maintenance issues in helicopters; and



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- (e) the TLOF and FATO comply, and will at all times during the term of this Agreement comply, with subsection 305.29 of the Canadian Aviation Regulations.

#### GRANT OF RIGHTS TO USE SUBJECT LANDS

- 4. Subject to the terms of this Agreement, the Operator hereby grants to and in favour of Ornge (and its employees, contractors, agents and other third parties working in cooperation with Ornge, including without limitation third party land ambulance service providers (collectively “**Ambulance Personnel**”) the following rights and interests in and to the Subject Lands, which the parties hereby acknowledge, confirm and agree constitute rights and interests in and to the Subject Lands:
  - (a) an exclusive right to use and occupy the Helipad and Surrounding Area from time to time and at all times for the purposes of providing the Services, including: (i) causing helicopters to land and take off from the Helipad; (ii) providing space for land ambulances to park while delivering patients to, or receiving patients from, an air ambulance; (iii) transferring patients between air ambulances and land ambulances and providing care to such patients during such transfers; (iv) installing, inspecting and maintaining Navigation Equipment (as defined in Section 10 below); (v) verifying that the Operator is carrying out its obligations under this Agreement and that the Subject Lands are suitable for the foregoing uses; and (vi) other activities related or ancillary to the provision of the Services; and
  - (b) an exclusive easement in gross or right and interest in the nature of an easement in gross in, on, upon, along, over and across the Easement Lands, for the benefit of Ornge and the Ambulance Personnel (together with its and their respective vehicles, supplies, equipment and machinery) for the purposes of ingress to and egress from the Helipad and the Surrounding Area in connection with the provision of the Services.

#### MAINTENANCE AND REPAIR OF SUBJECT LANDS

- 5. The Operator will ensure that the Helipad, Surrounding Area and Easement Lands are available for the purposes set out in Section 4, on a twenty-four hours per day, seven days per week basis.
- 6. The Operator will, at all times and as necessary, undertake all reasonable maintenance and repair of the Subject Lands to meet the availability commitment set out in Section 5 and otherwise to enable Ornge to provide a safe take-off and landing site for air ambulances.
- 7. Without limiting the generality of Section 6, the Operator will:



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5310 Explorer Drive  
Mississauga, Ontario L4W 5H8

1.800.251.6543  
647.428.2005 tel  
647.428.2000 fax

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- (a) promptly clear the Subject Lands of all debris, vehicles, obstacles and unsecured objects that may in any way preclude or limit full access to, or use of, the Subject Lands as contemplated by this Agreement;
  - (b) promptly clear all ice from the Subject Lands, so that no accumulation of ice occurs, provided that no salt may be used to remove such ice but urea may be used;
  - (c) promptly clear snow (including any drifts or piles) greater than two inches deep from the Subject Lands during and after a snowfall, so that no accumulation in excess of two inches occurs;
  - (d) promptly clear or water down dust, loose dirt, sand, and similar material that could create significant amounts of dust when a helicopter lands or takes off;
  - (e) promptly clear the Helipad of any objects or debris which could, if struck by a helicopter or any moving part of a helicopter, cause a safety incident. This includes structures such as fences, gazebos, sheds, outhouses, etc.;
  - (f) promptly clear the Easement Lands of vehicles or other obstacles that may in any way preclude or limit access to the Helipad and Surrounding Area as contemplated by this Agreement;
  - (g) routinely cut any grass or other vegetative ground cover such that the height thereof does not exceed six inches on the Helipad;
  - (h) routinely cut any grass or other vegetative ground cover so that neither blocks or impedes the visibility of the Navigational Equipment; and
  - (i) trim any grass, bushes, trees or vegetative ground cover on the Subject Lands as directed by Ornge from time to time.
8. The Operator will not make any changes to the Subject Lands (other than maintenance in accordance with this Agreement) without the prior written consent of Ornge.
9. The Operator will not knowingly do (or fail to do) anything that would impede the use of the Subject Lands by Ornge and Ambulance Personnel as contemplated by this Agreement or that could endanger the safety of Ambulance Personnel or patients.

**NAVIGATION EQUIPMENT**

- 10. Ornge may, where necessary, supply navigational equipment, which may include solar/battery powered lights and reflective cones (the "Navigational Equipment") and will install such Navigational Equipment on the Subject Lands, substantially as illustrated in Schedule A.



Ornge  
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Mississauga, Ontario L4W 5H8

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11. All Navigational Equipment will remain the property of Ornge at all times. Ornge may retake possession of Navigation Equipment at any time without notice.
12. The Operator will maintain the Navigational Equipment (for example, by changing dead batteries) and take reasonable measures to ensure that the Navigational Equipment is not damaged or stolen.
13. The Operator will be responsible for reimbursing Ornge for the cost of repairing or replacing any Navigational Equipment that is damaged or stolen while in the possession of the Operator.

**MONITORING, NOTIFICATION AND INSPECTIONS**

14. The Operator will regularly inspect the Subject Lands to ensure that they are maintained to the standard set out in this Agreement and are available for use in accordance with the requirements of this Agreement. Such inspections will be carried out at least every week, or more frequently as may be reasonably necessary in the event of inclement weather such as snow, heavy rains, high winds, or electrical storms.
15. The Operator will immediately notify the Ornge Communications Centre (“OCC”) at 1-833-401-5577 if any of the following adverse conditions arise:
  - (a) the Helipad is not available for the receipt and transport of patients (which for clarity should only be in situations that are beyond the reasonable control of the Operator);
  - (b) access to the Helipad or Surrounding Area, or passage over the Easement Lands, is impeded in any way, including for planned outages (for example, construction);
  - (c) if any hazard exists which could reasonably be expected to compromise the safe access and use of the Helipad, Surrounding Area or Easement Lands by Ornge or Ambulance Personnel;
  - (d) any Navigational Equipment is not working, is visibly damaged, or is stolen or missing; or
  - (e) the occurrence of any event of Force Majeure (as defined in Section 37).

When providing notice of any of the adverse conditions described in this Section 15, the Operator will provide reasonable detail about the nature of the adverse conditions and the Operator’s reasonable estimate of the period of time for which it expects the adverse conditions to continue. For clarity, notifications given under Section 15 will be provided by telephone notwithstanding the general notification provisions set out in Section 35 of this Agreement.



Ornge  
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Mississauga, Ontario L4W 5H8

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16. The telephone number of the OCC set out in Section 15 is confidential. The Operator will keep this telephone number confidential. The Operator will not use or disclose this telephone number to any other person or organization, except in accordance with this Agreement or with the prior written consent of Ornge.
17. The Operator will permit Ornge to inspect the Subject Lands to ensure compliance by the Operator with this Agreement. Ornge will endeavor to conduct inspections at reasonable times and on reasonable notice to Operator, provided that Ornge reserves the right to conduct inspections at any time and on no notice given the emergency nature of the Services that will be undertaken on the Subject Lands.

**RISK MANAGEMENT**

18. The Operator will defend, indemnify and hold harmless Ornge and its members, directors, officers, employees, contractors and from and against: (a) any personal injury or damage to tangible property; and (b) any and all claims, actions, judgments, costs, damages, expenses (including reasonable legal expenses), losses or liabilities incurred or suffered by an indemnified party, in each case to the extent caused by the negligence or willful act or omission of the Operator or by the material breach of a representation, warranty or covenant of the Operator under this Agreement.
19. Ornge will defend, indemnify and hold harmless the Operator and its members, directors, officers, employees, contractors and from and against: (a) any personal injury or damage to tangible property; and (b) any and all claims, actions, judgments, costs, damages, expenses (including reasonable legal expenses), losses or liabilities incurred or suffered by an indemnified party, in each case to the extent caused by the negligence or willful act or omission of Ornge or by the material breach of a representation, warranty or covenant of Ornge under this Agreement.
20. In no event will Ornge be liable to the Operator for any indirect, special, incidental, exemplary, punitive or consequential damages, or lost revenue, profits or business, whether based on breach of contract, tort (including negligence) or otherwise, arising from or related to this Agreement or the use of the Subject Lands as contemplated in this Agreement, regardless of whether Ornge has been advised, knew or should have known of the possibility of such damages.

**TERM AND TERMINATION**

21. This Agreement will commence on the date that it is fully executed by the parties (the "**Commencement Date**"), and will continue for a term of 3 years after the Commencement Date, unless terminated earlier.
22. Ornge may terminate this Agreement by giving written notice of default to the Operator if the Operator breaches any of its representations, warranties or obligations under this Agreement and fails to remedy such default within the cure period specified in the notice



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Ornge  
5310 Explorer Drive  
Mississauga, Ontario L4W 5H8

1.800.251.6543  
647.428.2005 tel  
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of default (or within 20 days of the date of the notice if no such cure period is specified), provided that Ornge may terminate immediately upon notice for the following events of default:

- (a) any willful breach of this Agreement or intentional misrepresentation by the Operator under this Agreement; and
- (b) any fraudulent act or omission of the Operator.

23. Ornge may terminate this Agreement at any time, for any reason and without any cost, damages or penalty to the terminating party, upon giving at least 10 days' written notice to the Operator. Where Ornge gives such notice, this Agreement will terminate on the date set out in the notice, which date shall not be less than 10 days from the date on which notice is given.

24. In the event the Agreement is terminated or expires, the Operator will return to Ornge any property that was provided to the Operator by or on behalf of Ornge, including without limitation any Navigation Equipment.

#### **COSTS AND EXPENSES**

25. After Ornge's annual inspection of the Subject Lands, Ornge will pay to the Operator \$3,500 CAD ("Fee") for the maintenance and repair of the Subject Lands.

26. The Operator will ensure that the Fee is only spent on costs incurred for the maintenance and repair of the Subject Lands. The Operator will retain invoices, receipts and other financial documentation to demonstrate the use of the Fee, and the Operator will provide such financial documentation to Ornge upon Ornge's reasonable request.

#### **MISCELLANEOUS**

##### *Governing Law*

27. This Agreement will be governed by, and interpreted and enforced in accordance with the laws of the Province of Ontario. Each party irrevocably submits to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement.

##### *Independent Parties*

28. The Operator is not an agent, partner, officer, employee or servant of Ornge or of Her Majesty the Queen in Right of the Province of Ontario (as represented by the Ministry of Health and Long-Term Care) (the "**Ministry**"). The Operator acknowledges and agrees that it is, and shall be at all times an independent contractor for purposes of this



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Agreement. The Operator is not in any way authorized to make a promise, agreement or contract on behalf of Ornge or the Ministry.

29. All personnel assisting the Operator in fulfilling its obligations under this Agreement shall be employees or subcontractors of the Operator and shall not, for any purpose, be deemed to be the employees of Ornge or the Ministry.

#### *Audit Rights*

30. Upon Ornge's reasonable request, the Operator will provide to Ornge any information or documents that Ornge requires for the purposes of administering, enforcing, overseeing, planning, analyzing, investigating or inspecting any aspect of this Agreement or the Subject Lands.
31. Ornge may disclose the Operator's information or documents to the Ministry of Health, Transport Canada (which oversees civil aviation including helipads) and to others as permitted or required by law.

#### *Assignment and Subcontractors*

32. Subject to Section 33, the Operator will not assign this Agreement or any or all of its rights or obligations under the Agreement without the prior written consent of Ornge, which consent may not be arbitrarily withheld. Any purported assignment done without such consent shall be of no force and effect and, in such circumstance and will constitute an event of default for the purposes of Section 22.
33. The Operator may, without the consent of Ornge, subcontract any portion of its duties under this Agreement provided that Ornge may, in its sole discretion, continue to deal with the Operator, rather than the subcontractor, in respect of the work performed by the subcontractor and the Operator shall report to Ornge regarding the work performed by the subcontractor. The Operator shall enter into a written contract with the subcontractor on terms that do not compromise the nature, scope and quality of services to be provided under this Agreement, and that do not impair the rights accorded to Ornge under this Agreement. The Operator shall at all times be held fully responsible for the acts and omissions of each such subcontractor and its directors, officers, employees, independent contractors, subcontractors, shareholders, members, partners, agents or other representatives, and their successors and assigns.
34. Ornge may assign this Agreement or any or all of its rights or obligations under this Agreement without the consent of the Operator. The Operator will be bound by any such assignment.

#### *Notice*



care in motion

**Ornge**  
5310 Explorer Drive  
Mississauga, Ontario L4W 5H8

1.800.251.6543  
647.428.2005 tel  
647.428.20006 fax

Execution Copy  
#23-01-033

- 35. Subject to Section 15, any notice or other communication that is required to be given or that may be given by either party to this Agreement to the other party will be in writing and given by personal delivery or by registered mail, courier or email to the addresses listed below. Any notice given by personal delivery or email will be conclusively deemed to have been given on the day of actual delivery of the notice; if given by registered mail, on the third day following the deposit of the notice in the mail; if by courier, on the second day after delivery of the notice to the courier.

For all **operational and non-legal** matters/notices to Ornge:  
Ornge  
5310 Explorer Drive  
Mississauga, Ontario L4W 5H8  
Attention: Helipad Program  
[helipadsupport@ornge.ca](mailto:helipadsupport@ornge.ca)

For all **legal** matters/notices to Ornge:  
Ornge  
5310 Explorer Drive  
Mississauga, Ontario L4W 5H8  
Phone: (647) 428-2005  
Attention: Legal Department  
[legal@ornge.ca](mailto:legal@ornge.ca)

*Amendments*

- 36. This Agreement may be amended, modified or supplemented only by a written agreement signed by each party.

*Force Majeure*

- 37. If, as a result of an event of Force Majeure, the Operator fails to perform or comply with any of its obligations under this Agreement, such failure shall not constitute a default or breach of this Agreement. Dates and times by which the Operator is required to render performance under this Agreement shall be postponed automatically to the extent and for the period of time that the Operator is prevented from meeting them by causes beyond its control which are not avoidable by the exercise of reasonable foresight. Such causes (each such cause, an event of “**Force Majeure**”) shall include but not be limited to acts of God, acts of war, riots, fire, or other causes or contingencies beyond the control of, and occurring not as a result of the negligence or misconduct of, the Operator, but shall not include epidemics or other public health emergencies, inclement weather, financial distress or difficulty, strikes, labour disruptions, or lock outs. The Operator shall resume its obligations under this Agreement when the event of Force Majeure has ended. Notwithstanding the foregoing, if performance of a material obligation is prevented or delayed for more than 120 days by reason of an event of Force Majeure, Ornge may on notice treat the delay as an event of default for the purposes of Section 22.

*Whistleblowing*

- 38. Concerns regarding Ornge’s business practices or ethical conduct may be forwarded to [ca\\_ornge\\_whistleblower@pwc.ca](mailto:ca_ornge_whistleblower@pwc.ca).



Ornge  
5310 Explorer Drive  
Mississauga, Ontario L4W 5H8

1.800.251.6543  
647.428.2005 tel  
647.428.2006 fax

care in motion

Execution Copy  
#23-01-033

*Entire Agreement*

39. This Agreement constitutes the entire agreement between the parties relating to the subject matter of the Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, express or implied, between the parties. There are no representations, warranties, conditions, other agreements or acknowledgements, whether direct or collateral, express or implied, other than those expressed herein that induced any party to enter into this Agreement or in which reliance is placed by any party, except as specifically set forth in this Agreement. Without limiting the foregoing, Ornge makes no, and disclaims any, representations about the frequency with which it will use the Helipad.

*Severability*

40. The invalidity of any particular provision or portion of any particular provision of this Agreement shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid provision or portion of any particular provision were omitted.

*Parties Bound*

41. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, agents, successors, and permitted assigns.

*Independent Legal Advice*

42. The Operator acknowledges that:
- (a) this Agreement has been prepared solely by legal counsel for Ornge and that such legal counsel does not act for the Operator in any manner with respect to this Agreement; and
  - (b) the Operator has been advised to, and has the right to, obtain independent legal advice before executing the Agreement.

By executing the Agreement, the Operator confirms that it has either sought independent legal advice or waived its opportunity to do so, and that it understands and intends to be bound in all respect by this Agreement.

*Spousal Consent*

43. The Operator warrants that spousal consent is not necessary to this transaction under the provisions of the *Family Law Act*, R.S.O. 1990 unless the Operator's spouse has executed the consent provided below.



**Ornge**  
5310 Explorer Drive  
Mississauga, Ontario L4W 5H8

1.800.251.6543  
647.428.2005 tel  
647.428.20006 fax

Execution Copy  
#23-01-033

**[Signature page to follow]**



Ornge  
5310 Expiaror Drive  
Mississauga, Ontario L4W 5H8

1.800.251.6543  
647.428.2005 tel  
647.428.2006 fax

Execution Copy  
#23-01-033

Yours truly,  
**ORNGE**

By:

DocuSigned by:

EGDE7A0334E490...

\_\_\_\_\_  
Peter Cunningham  
Chief Operating Officer - Aviation

Signed on  
2/17/2023, 20\_\_

**ACCEPTED AND AGREED TO BY THE OPERATOR:**

**IN WITNESS WHEREOF** the following party  
has executed this Agreement:

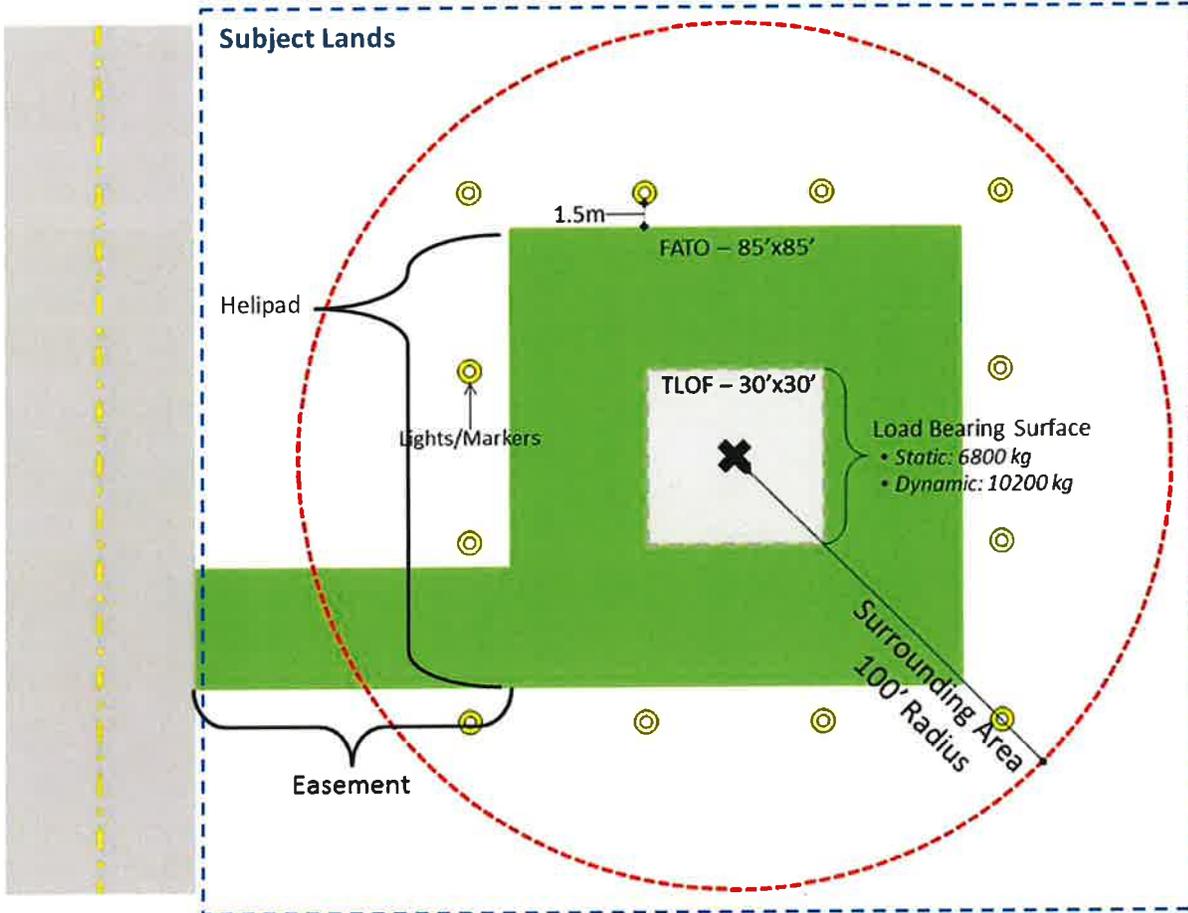
Signed on \_\_\_\_\_, 20\_\_ )  
in the presence of: \_\_\_\_\_ )  
\_\_\_\_\_)  
Witness signature \_\_\_\_\_ )  
\_\_\_\_\_)  
Print name \_\_\_\_\_ )

By: **Shelley Casey**  
\_\_\_\_\_  
Name:  
Title:



### SCHEDULE A – DESCRIPTION OF SUBJECT LANDS

\* NOT TO SCALE \*



## By-Law No. 2023-19

### *Being a By-law to adopt the estimates of all sums required and to fix rates of taxation for the year 2023.*

**WHEREAS** pursuant to the *Municipal Act, 2001*, Section 290, the Corporation of the Township of Dubreuilville has prepared estimates of all sums required for the purpose of the Corporation for the year 2023;

**AND WHEREAS** Council has by By-Law No. 2023-19 provided a levy to be made before the adoption of the estimates for 2023;

**AND WHEREAS** the taxes for School purposes shall be levied, collected and administered by the Municipality in accordance with the Education Act, and Ontario Regulation 400/98 made and most recently revised under that Act;

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

1. That subject to taxes levied pursuant to provisions of By-Law No. 2023-19, the levy shall include the estimates of all sums required during the year 2023 for the purposes of the municipality, and are hereby adopted as shown on Schedule "A" attached hereto and forming part of this by-law.
2. That subject to taxes levied pursuant to provisions of By-Law No. 2023-19, amounts shall also be levied in accordance with the tax rates for school purposes as Regulated for the 2023 taxation year and shown in Schedule "A".
3. That subject to the provisions of By-Law No. 2023-19 the said taxes and rates shall be considered to have been imposed and have become due and payable on and from the 1<sup>st</sup> day of January 2023, and shall be payable to the office of the Treasurer.
4. That the final tax levy to be billed under this by-law shall be reduced by the amount raised by the interim tax levy.
5. The said taxes shall be paid in two instalments one half ( $\frac{1}{2}$ ) payable on August 31<sup>th</sup>, 2023, and the other one half ( $\frac{1}{2}$ ) payable October 31<sup>st</sup>, 2023.

6. That there shall be imposed on all taxes a penalty for non-payment or late payment of taxes in default on the installment dates set out above in accordance with Section 345(2) of the Municipal Act, 2001. The penalty shall be one and one-quarter percent (1.25%) of the amount in default on the first day of default being the day immediately after the due dates referred to above.
7. That there shall be levied an interest charge pursuant to Section 345(3) of the Municipal Act, 2001 of one and one-quarter percent (1.25%) calculated on the first day of the next calendar month after default or non-payment of each installment levied pursuant to this by-law and a further one and one-quarter percent (1.25%) shall be levied on the unpaid installment on the first day of each calendar month thereafter for so long as the installment remains unpaid.
8. That the Treasurer be empowered to accept part payment from time to time on account of any taxes due.
9. That this by-law shall come into force and take effect on the date of its passing.

**READ AND PASSED this 12<sup>th</sup> day of April 2023.**

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**MAYOR**

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**CAO-CLERK**

**Schedule "A" / By-Law 2023-19**  
**2023 Municipal General Levy Rates and Levy Estimate and Provincial Education Tax Summary**  
(See 2023 Budget attached)

Realty Tax Class	RTC RTQ	2023 CVA	Municipal Levy			Education Levy	
			Ratio	Rate	Levy	Rate	Levy
<b>Taxable</b>							
Residential	RT	29,826,700	1.000000	0.03324624	\$991,625.63	0.00153000	\$45,634.85
New Multi-Residential	NT	189,000	1.000000	0.03324624	\$6,283.54	0.00153000	\$289.17
Multi-Residential	MT	194,000	1.383071	0.04598191	\$8,920.49	0.00153000	\$296.82
Commercial	CT	6,375,900	1.570000	0.05219660	\$332,800.30	0.00880000	\$56,107.92
	CU	8,900	1.570000	0.05219660	\$464.55	0.00880000	\$78.32
	CX	581,900	1.570000	0.05219660	\$30,373.20	0.00880000	\$5,120.72
	GT	9,100	1.570000	0.05219660	\$474.99	0.00880000	\$80.08
Industrial Residual	IT	52,300	2.217259	0.07371552	\$3,855.32	0.00880000	\$460.24
	IX	73,300	2.217259	0.07371552	\$5,403.35	0.00880000	\$645.04
Large Industrial	LT	0	2.217259	No Rate	\$0.00	0.00880000	\$0.00
	LU	0	2.217259	No Rate	\$0.00	0.00880000	\$0.00
<b>Sub-Total Taxable</b>		<b>37,311,100</b>			<b>\$1,380,201.37</b>		<b>\$108,713.16</b>
<b>Payment in Lieu</b>							
Residential	RP	169,500	1.000000	0.03324624	\$5,635.24	0.00153000	\$259.34
Commercial	CF	167,700	1.570000	0.05219660	\$8,753.37	0.00980000	\$1,643.46
	CP	80,500	1.570000	0.05219660	\$4,201.83	0.00880000	\$708.40
Industrial Residual	IP	46,000	2.217259	0.07371552	\$3,390.91	0.00880000	\$404.80
	IR	2,900	2.217259	0.07371552	\$213.78	0.00880000	\$25.52
<b>Sub-Total PIL</b>		<b>466,600</b>			<b>\$22,195.13</b>		<b>\$3,041.52</b>
<b>Total (Tax + PIL)</b>		<b>37,777,700</b>			<b>\$1,402,396.50</b>		<b>\$111,754.68</b>



**By-Law No. 2023-20**

***Being a By-law to establish Tax Ratios and Sub-Class Discounts for the year 2023.***

**WHEREAS** the Corporation of the Township of Dubreuilville (the "Municipality") is required to establish tax ratios pursuant to *Section 308 of the Municipal Act, 2001, S.O. 2001 chapter 25*, as amended (hereinafter referred to as the "Act");

**AND WHEREAS** the tax ratios determine the relative amount of taxation to be borne by each property class;

**AND WHEREAS** the property classes and subclasses have been prescribed pursuant to *Sections 7 and 8 of the Assessment Act, R.S.O. 1990, c.A.31*, as amended

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

1. That for the taxation year 2023, the tax ratios shall be as follows:

- |  |          |
|--|----------|
| a) residential property class:           | 1.000000 |
| b) new multi-residential property class: | 1.000000 |
| c) multi-residential property class:     | 1.383071 |
| d) commercial property class:            | 1.570000 |
| e) the broad industrial class:           | 2.217259 |
| f) residual industrial property class:   | 2.217259 |
| g) large industrial property class:      | 2.217259 |
| h) pipelines property class:             | 1.100000 |
| i) farm property class:                  | 0.250000 |
| j) managed forests property class:       | 0.250000 |

That, in accordance with Subsection 313(1.3) of the Municipal Act, no tax rate reductions shall be applied to properties in the Vacant or Excess Land Subclasses prescribed under paragraphs 2 or 3 of Subsection 8(1) of the Assessment Act.

READ a first, second and third time and be finally passed this 12th day of April 2023.

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**MAYOR**

---

**CAO-CLERK**

**THE CORPORATION OF THE TOWNSHIP OF DUBREUILVILLE**

**BY-LAW No. 2023-21**

***Being a By-law to ensure compliance with  
Procurement Requirements of Section 270 (1)  
of the Municipal Act, 2001,  
S.O. 2001, Chapter 25***

WHEREAS the Municipal Act, 2001, S.O. 2001, Chapter 25, Section 270 (1) requires that a municipality shall adopt and maintain policies with respect to its procurement of goods and services, including policies with respect to:

- a) the types of procurement processes that shall be used; and
- b) the goals to be achieved by using each type of procurement process; and
- c) the circumstances under which each type of procurement process shall be used; and
- d) the circumstances under which a tendering process is not required; and
- e) the circumstances under which in-house bids will be encouraged as part of tendering process; and
- f) how the integrity of each procurement process will be maintained; and
- g) how the interest of the municipality or local board, as the case may be, the public and persons participating in procurement process will be protected; and
- h) how and when the procurement processes will be reviewed to evaluate their effectiveness; and
- i) any other prescribed matters.

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

**I General Applications**

All expenditures must be within the guidelines and amounts approved in the annual budget:

- Department Heads are responsible for the purchases of goods and materials which are required to maintain and/or operate their respective departments; and
- As set out hereafter, each purchase, except for the ones as specified hereafter, requires either a resolution, a meal voucher, a travel form, a numbered purchase order or a statement of purchase; and
- The Administration Department is responsible for preparing and distributing purchase orders for the Department Heads and/or Council; and
- The Department Heads are responsible for preparing statements of purchases.

**Requisitions:**

- A purchase order shall be issued upon submission of a completed requisition form as follow:

The Department Head is responsible for:

- a) Indicating the supplier and price extensions; and
- b) Indicating any applicable taxes and/or delivery charges; and
- c) A valid account number to which the charge should be applied; and
- d) Indicating the department for which the purchase is being made; and
- e) The date and time requisition were completed.

Documentation that should be attached to the purchase requisition include, notes indicating who was contacted for prices, quotation amounts and written quotations received; and

The lack of any of the above information will result in the non-completion of a purchase order. Subsequently, the purchase requisition will be returned to the Department Head.

**Requisitions Winter Control Purposes:**

- For the purpose of equipment rental for the purpose of winter control **ONLY**, a requisition shall be completed after the use of the machinery; and
- The requisition shall identify the equipment used, if the service of an external operator was required, specifically the amount of time spent at each department, the date the equipment was used and the supplier used; and
- The Administration Department is responsible to provide the supplier with the appropriate purchase order number.

**Purchase Orders:**

A purchase order will be completed upon receipt of a purchase requisition. The first copy of the purchase order shall be mailed to the supplier giving approval for the purchase; and

The second copy of the purchase order shall be sent to the requisitioning department.

- Purchase orders must bear two signatures one from the CAO/Clerk and one from the Treasury Department. In their absence, the signature of the Mayor or the member of Council assigned to the financial department may be accepted; and
- Purchase orders must be signed prior to the actual purchase; and
- A purchase order shall be executed by the Administration Department within 24 hours from the time the requisition is made; and
- Solely items and quantities identified on the purchase order may be purchased with that specific purchase order number. Should the Department Head decide to purchase more items or larger quantities, a request for an additional purchase order or modifications to the original purchase order may be requested through the Administration Department; and
- Purchases may be made only from the supplier identified on the purchase order. Should the Department Head decide to purchase from a different supplier, the Department Head may request to cancel the previous purchase order and request the execution of a new purchase order or notify the Administration Department of the change in supplier; and
- The Department Head shall notify the Administration Department immediately should any items identified on the purchase order are not to be purchased.

The second copy must be returned to the Administration Department signed for the acknowledgement of the receipt of goods or services. Any shipping documents must be attached (packing or delivery slips). This document provides proof that the goods or services were received. The AP Technician will not make a payment until this document is received.

If a backorder situation arises, **a notation** should be made on the second copy when it is returned to the AP Technician. A copy of the purchase order should then be used as the acknowledgement of the items on backorder when they are received.

It should be noted that the second copy received without the notation of backorders will be assumed to be a closed order. This will result in the payout of the outstanding balance.

#### **Statements of Purchases:**

- Statements of Purchases are to be used to purchase items/services required to perform regular operational duties in the event where it becomes unfeasible to wait for the purchase order process to follow through; and
- Statements of purchases must be completed for any purchases done without a purchase order; and
- Statements of purchases must be completed to inform the Administration Department that on-going maintenance services have been performed; and

- therefore, invoice shall be expected and disbursed; and
- The statement of purchase must identify the supplier, the items, the quantities, the department for which the purchase was made and the reason for the purchase; and
  - The Department Head is responsible for obtaining any two signatures, either from the CAO/Clerk, the Treasury Department, Mayor or the member of Council assigned to the financial department; and
  - The statement of purchases must be remitted to the Treasury Department within 24 hours of the purchase.

**Meal Expenses:**

- Departments Heads wishing to incur costs for meals to the Township shall obtain approval from the CAO/Clerk, in his or her absence, from the Deputy-Clerk, prior to the actual expense being incurred; and
- This prior approval requirement provision does not apply to the CAO/Clerk and/or the Mayor; and
- Receipts shall be signed by the Department Heads, CAO/Clerk and/or the Mayor; and
- The reason/guests shall be indicated on the receipt; and
- The Department Heads, CAO/Clerk and/or Mayor may add a gratuity in the amount of 15%.

**Request for Advance and/or Refund of Travel Expense form:**

- The prescribed form shall be completed and signed by the Employee and/or Member of Council requesting the disbursement; and
- The request for payment shall be endorsed by the CAO/Clerk and/or the Treasurer, in the absence of the CAO/Clerk; and
- Whenever possible, forms shall be completed in a timely matter to allow issuance of check prior to travel and within normal accounts payable process; and
- These forms shall also be used to request reimbursement of meals paid by employees and/or Members of Council for Township purposes; and
- The prescribed form allows for the recording of vehicle leases; and
- Travel expenses shall be reimbursed as set out in the travel policy.

**Items not requiring a Purchase Order:**

Whereas some requests for payment comprise of ongoing operational costs of a repetitive nature, purchase orders are not required for the following items. These include, but are not limited to. However, they do require an authorized signature and a valid account number:

- Photocopier maintenance
- Elevator maintenance
- Propane / gas (signature of purchaser required on invoice)
- Cylinder rentals
- Payroll
- Payroll deduction remittances
- Workplace Safety and Insurance Board remittances
- Medical Plan premiums
- Pension Plan remittances
- Insurance premiums
- Associations' memberships (various per budget)
- Courier and other shipping charges. The related purchase order number and the account number to be charged shall be noted on the waybill
- Petty cash vouchers
- Laboratory tests
- Levies
- Utilities
- Postage
- Water and sewer charges
- Telephone/Internet
- Vehicle licenses
- Zamboni knife sharpening
- Etc.

**Emergency Situations:**

*An emergency situation shall be described as an immediate danger to life, health or safety of the citizens of Dubreuilville:*

- Whereas emergency situations may be encountered, an emergency purchase order shall be permitted; and
- The Department Head or designate may, under these circumstances, circumvent the policy to affect an emergency purchase of supplies and/or equipment rental as required, in order to provide an immediate solution to the situation; and

- The next business day, the responsible Department Head shall prepare the necessary requisition outlining the required information noting the emergency circumstances. Once fully completed, a purchase order may be obtained, which should then be communicated to the supplier for placement on the invoice; and
- The Department Head shall be responsible to file a complete report on the circumstances with the CAO/Clerk as soon as possible.

**Petty Cash and Float:**

- The Administration Department is responsible for the safekeeping of a \$150.00 petty cash; and
- Some type of expenses may be made by utilizing petty cash money. These include, but are not limited to:
  - inexpensive items purchased from a one-time supplier of a value of \$50.00 or less; and
  - inexpensive items purchased from a supplier with whom we do not have an account of a value of \$50.00 or less; and
  - postage of registered letters.
- An official receipt / invoice must accompany every disbursement made from the petty cash; and
- The items purchased and/or paid out from the petty cash are not regularly brought to Council and therefore shall be utilized only in situations where the issuance of a check is not possible or feasible; and
- Petty cash reconciliation is to be completed on a regular basis and filed with the AP Technician; and
- The Administration Department is responsible for the safekeeping of a \$500.00 cash float for change purposes.

**II Types of Procurement Process**

<b>Amount/Type of Purchase (Procurement Threshold)</b>	<b>Procurement Process to be Used</b>	<b>Conditions Explanations (Process required)</b>
\$0 - \$5,000 operational approved by	purchase orders, statement of purchases, request for travel advance or refund, etc.	acquisitions of good and services are permitted without Council approval, providing that the goods and/or services are operational expenses and/or have been

budget	Direct purchases	included in the annual budget estimates approved by Council. Direct purchases should be made locally whenever a local vendor is available and competitive.
\$5,001 - \$10,000 operational approved by budget	purchase order	for any items costing over \$5,000 which were approved within the budget process, a minimum of two quotations, where reasonable, shall be attached to the requisition (email or written)
\$10,001 - \$75,000 capital not approved by budget	resolution	Council approval is required for the purchase of capital assets and /or any one (1) item, costing over \$10,000 which were not approved within the budget process
Tendering	tendering process as set out in this by-law/resolution	the tender process outlined in this by-law shall be followed, upon completion of the tender call, Council shall approve by resolution, the successful bidder per recommendations from municipal team and/or our engineer
No \$ limit not a tendering process	proposals/resolution	used when a unique proposal designed to meet a broad outcome to a complex problem of need for which there is not clear or single solution

Note: Request for Proposal or invitation to Tender can be for any value, if so desired.

- no other form of procurement shall be permitted, unless prior approval is obtained by Council resolution; and
- to meet with section 270 (1), the municipality shall not consider in-house bids as an acceptable procurement process; and
- exceptions from this policy may be granted in circumstances where there is only one supplier available and no alternative or substitute exist and/or where there is a statutory monopoly on the product or service; and
- exceptions from this policy may be granted in circumstances where the municipality deems it desirable to award a non-competitive contract for follow-on goods or services after the completion of a competitive contract.

**Tender Process:**

- Tenders will be called for all work, equipment and materials that are not for regular operational/maintenance purposes; and
- Tenders shall be called by way of public advertising, as outlined in this section; and
- Advertisement must include the following information:
  - site meeting (if applicable) - time, date and location
  - contact name for technical and purchasing inquiries
  - document fee (if applicable)
  - location for picking up tender packages
  - location for dropping off tender packages
  - deadline for submission of tender packages
  - the privilege clause: “lowest or any bid may not necessarily be accepted”
- The closing date shall be a minimum of 15 calendar days after the date of advertising. However, a tender may be closed in a shorter or longer period of time depending on the urgency or complexity of the item(s) being tendered, subject to Council and/or Administrative approval; and
- The tender advertisement shall be posted on our municipal website, on our social media, on community bulletin boards; and
- Depending on the complexity of the item(s) being purchased, Council may obtain professional assistance from qualified individuals to assist with the preparation and completion of the tender specifications, such as our Engineer; and
- All tender submissions must be addressed to the CAO/Clerk and/or Engineer and returned in the envelope provided with the tender package (if applicable). Upon receipt of a tender, we shall:
  - date and time stamp the sealed envelope
  - assign a tender number to the tender package and record the submission on a tender log
  - deposit the sealed tender in a assigned location
  - issue a date and time stamped receipt to the bidder if requested
- the CAO/Clerk and/or Engineer shall refuse to accept any tender submission that is:
  - not sealed
  - received after the closing deadline
  - submitted after a tender has been cancelled

- requests for withdrawal of a tender shall be allowed if the request is made by the bidder in writing before the closing time for the contract to which it applies. A senior official of the company must direct request to the CAO/Clerk by letter or in person, with a signed withdrawal confirming the details. Telephone requests will not be considered. The withdrawal of a tender does not disqualify a bidder from submitting another tender on the same contract; and
- Tenders close at 3:00 p.m. on the appointment day and are to be publically opened at date and time specified in the tender documents, in the presence of at least one (1) Council Member, when applicable. The amount of each bid shall be recorded on the tender log; and
- The Treasurer shall review each tender to determine whether a bid irregularity exists, and action is taken according to the nature of the irregularity
- The CAO/Clerk and/or Engineer shall submit a report for consideration by council and approval by resolution. Such report shall include:
  - list of rejected bids and reasons for the rejection
  - a recommendation in support of one of the bids
  - the rationale for this recommendation

***Co-Operative Purchasing:***

- The municipality may participate with other government agencies and/or local boards in co-operative purchasing where it is in the best interest of the municipality to do so. The policies of the government agency or local board calling the co-operative tender are to be the governing policies for that particular tender.

**III Goals to be Achieved**

- to ensure financial reports provide accurate information for each department; and
- to ensure all expenses incurred are for the purpose and best interest of the municipality; and
- to encourage competition among bidders; and
- to obtain the highest quality of goods and services for the best possible price; and
- to ensure that the procurement process is conducted in an efficient and effective manner; and
- to ensure fairness among bidders; and
- to ensure accountability and transparency while protecting the financial interest of the municipality.

**IV Maintaining the Integrity of the Procurement Process**

**Purchasing Responsibility:**

The Council has the responsibility for procurement activities and has ultimate authority for all expenditures. All contracts, where applicable, are subject to Council approval. The Council may delegate, by resolution, members of the municipal team, who shall have the

authority to purchase goods and/or services within the boundaries of this policy. The Treasurer cannot pay for any items that have not been authorized by the Council through budget approvals or specific resolutions. The purchasing policy provides guidelines outlining how spending authority is to be used.

**Cancellation of Bid Solicitation:**

The Council may cancel a bid solicitation at any time before any contract is awarded.

**Access to Information:**

The disclosure of information requests shall be made in writing to the CAO/Clerk or other person designated by Council, relevant to the bid solicitations or the award of contracts emanating from bid solicitations shall be in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, as amended.

**Bid Irregularities:**

- For the purposes of this policy, bid irregularities are further classified as “major irregularities” or “minor irregularities”; and
- Major irregularities are a deviation from the bid request that affects the price, quality, quantity or delivery, and is material to the award. If the deviation is permitted, the bidder could gain an unfair advantage over competitors. The municipality must reject any bid, which contains a major irregularity; and
- Minor irregularities are a deviation from the bid request, which affects form, rather than substance. The effect on the price, quality, quantity or delivery is not material to the award. If the deviation is permitted or corrected, the bidder would not gain an unfair advantage over competitors. The municipality may permit the bidder to correct a minor irregularity; and
- The CAO/Clerk will be responsible for all action taken in dealing with bid irregularities and acts in accordance with the nature of the irregularity:
  - major irregularity - automatic rejection
  - minor irregularity - bidder may rectify
  - errors in calculations (including errors in taxes) - may be corrected and the unit prices will govern

<b>Description of Irregularity</b>	<b>Major</b>	<b>Minor</b>	<b>Action to be Taken</b>
late bids - by any amount of time	X		automatic rejection
bids completed in pencil	X		automatic rejection
bid surety not submitted with the bid when the bid request indicated that such surety is required	X		automatic rejection

<i>execution of agreement to bond:</i> bond company corporate seal or equivalent proof of authority to bind company or signature is missing surety company not licensed to do business in Ontario	X		automatic rejection
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<i>execution of bid bonds:</i> corporate seal or equivalent proof of authority to bind company or signature of the bidder or both missing corporate seal or equivalent proof of authority to bind company or signature of bonding company missing	X		automatic rejection
<i>other bid security:</i> check which has not been certified	X		automatic rejection
bidders not attending mandatory site meeting	X		automatic rejection
unsealed tender envelopes	X		automatic rejection
proper response envelope or label not used		X	acceptable if officially received on time
pricing or signature pages missing	X		automatic rejection
insufficient financial security, no deposit or bid bond or insufficient deposit	X		automatic rejection
bid received on documents other than those provide in request	X		not acceptable unless specified otherwise in the request
execution of bid document, proof of authority to bind corporation is missing	X		automatic rejection
part bids (all items not bid)		X	acceptable unless complete bid has been specified in the request
bids containing minor clerical errors		X	two (2) working days to correct errors and initial changes - Council reserves the right to waive initialing and accept bid

changes not initialed in the bid that are minor (ie: the bidder's address is amended by overwriting but not initialed)		X	two (2) working days to correct errors and initial changes - Council reserves right to waive initialing and accept bid
alternate items bid in whole or in part		X	available for further consideration unless specified otherwise in request
unit prices in the schedule of prices have been changed but not initialed		X	two (2) working days to correct errors and initial changes - Council reserves the right to waive initialing and accept the bid
other mathematical errors which are not consistent with the unit prices		X	two (2) working days to correct errors and initial changes - unit price will govern
pages requiring completion of information by vendor are missing	X		automatic rejection
bid documents which suggest that the bidder has made a major mistake			consultation with a solicitor on a case-by-case basis and referenced within the staff report if applicable

**NOTE:** The above list of irregularities should not be considered all-inclusive. The CAO/Clerk, in consultation with Council and/or Engineer, will review minor irregularities not listed. The CAO/Clerk may then recommend that Council accept the bid or request that the bidder rectify the deviation

- In the event that the successful bidder withdraws its bid due to the identification of a major irregularity before Council enters into a written contract with that bidder, Council, by resolution, may disqualify such vendor from participating in further quotations and tenders for a period of up to one year.

**Contract Without Budgetary Approval:**

Where a requirement exists to initiate a project for goods, services or construction and funds are not contained within the approved budget, the Department Head requesting the goods and/or services shall, prior to commencement of the purchasing process, submit a report to Council containing:

- information surrounding the requirement to contract; and
- the terms of reference to be provided in the contract; and
- information on the availability of the funds within existing estimates that were originally approved by Council for other purposes or on the requirement of additional funds.

**Restrictions:**

- No contract for goods, services or construction may be divided into two or more parts to avoid the application of the provisions of this by-law; and
- No contract for services shall be awarded where the services would result in the establishment of an employee-employer relationship; and
- No one shall purchase, on behalf of the municipality, any goods, services or construction, except in accordance with this by-law; and
- Only those individuals authorized to purchase on behalf of the municipality in accordance with this policy shall be permitted to contact bidders in writing as soon as practicable during the procurement process in instances where clarification about the procurement is necessary. No one involved in the procurement process is permitted to contact bidders during the evaluation process; and
- No one associated with the municipality, including members of Council and employees shall accept any gifts, regardless of value, from any suppliers participating in or who have participated in procurement processes with the municipality.

**Conflicts of Interest:**

- Where an employee involved in the award of any contract, either on his or her own behalf or while acting for, by, with or through another person, has any pecuniary interest, direct or indirect, in the contract, the employee;
  - shall immediately disclose the interest and the general nature thereof to Council; and
  - shall not take part in the award of the contract; and
  - shall not attempt in any way to influence the award of the contract
  - An employee has an indirect pecuniary interest in any contract in which the municipality is concerned, if the employee or his or her spouse, same-sex partner or immediate family; and
  - is a shareholder in or a director or senior officer of a corporation that does not offer its securities to the public that has a pecuniary interest in the contract; and
  - has a controlling interest in or is a director or senior officer of a corporation that offers its securities to the public that has a pecuniary interest in the contract; and
  - is a member of an incorporated association or partnership that has a pecuniary interest in the matter; and
  - is in the employment of a person, unincorporated association or partnership that has a pecuniary interest in the contact.
- Where a member of Council, either on his or her own behalf or while action for, by with or through

another person, has any pecuniary interest, direct or indirect, in the contract, that Council member;

- shall immediately disclose the interest and the general nature thereof to Council; and
  - shall not take part in the award of the contract; and
  - shall not attempt in any way to influence the award of the contract.
- A member of Council has an indirect pecuniary interest in any contract in which the municipality is concerned, if he or she or his or her spouse, same-sex partner or immediate family;
    - is a shareholder in or a director or senior officer of a corporation that does not offer its securities to the public that has a pecuniary interest in the contract; and
    - has a controlling interest in or is a director or senior officer of a corporation that offers its securities to the public that has a pecuniary interest in the contract; and
    - is a member of an incorporated association or partnership that has a pecuniary interest in the matter; and
    - is in the employment of a person, unincorporated association or partnership that has a pecuniary interest in the contract.

## V **Protecting the Interest of the Municipality, Public and Bidders**

### **Procurement Documentation:**

- Procurement documentation for bid requests shall avoid use of specific products or brand names; and
- The use of standards in procurement that have been certified, evaluated, qualified, registered or verified by independent nationally recognized and industry-supported organizations such as the Standards Council of Canada shall be preferred; and
- Council may specify a specific product or brand name for essential functionality purposes to avoid unacceptable risk or for some other valid purpose. In such instances, Council shall manage the procurement in order to achieve a competitive situation if possible; and
- Awards shall typically be made to the lowest bidder who has complied with the terms and conditions in the request for quotation or request for tender, all other factors being equal. In addition to price, consideration of factors as set out below may result in the acceptance of a bid other than the lowest bid;
  - ability and experience to perform in accordance with the terms of the invitation; and
  - record of past performance with Council; and
  - past performance with other municipalities or boards; and
  - financial and technical resources; and
  - knowledge of the municipality's operations, systems and services; and
  - compatibility with other goods and services of the municipality; and
  - the percentage of local content, including supplies, materials and sub-

- contractors from within the municipal boundaries; and
  - other factors, including a scoring system which may be used by Council in evaluating bids received
- All bid requests shall include the privilege clause “the lowest or any bid may not necessarily be accepted”. When using such privilege clause the specific reasons for not accepting the bid shall be disclosed to all bidders.

**Guarantee of Contract Execution and Performance:**

- Council may require that a bid bond or other similar security to guarantee entry into a contract shall be submitted with all bids. Unless otherwise specified, in circumstances where a bid bond or other security is required, the refundable deposit requirements for request for tenders shall be as follows:
 

•	Estimated Total Acquisition Cost	\$0 - \$5,000
	Minimum Deposit Required	5%
•	Estimated Total Acquisition Cost	Greater than \$5,000
	Minimum Deposit Required	10%
- Prior to commencement of the work, the successful bidder may be required to provide the following security in addition to the security already provided:
  - a performance bond to guarantee the performance of a contract; and
  - a payment bond to guarantee the payment for labor and materials supplied in connection with the contract
- Council shall select the appropriate means to guarantee execution and performance of the contract. Means may include one or more of, but are not limited to, certified checks, bank draft, irrevocable letter of credit, money order and, where appropriate, a bid bond issued by an approved guaranteed company properly licensed in the province of Ontario, on bond forms acceptable by Council; and
- Prior to the commencement of work, evidence of insurance coverage satisfactory to the municipality must be obtained, ensuring indemnification of the municipality from any and all claims, demands, losses, costs or damages resulting from the performance of a bidder’s obligations under the contract and from any risk determined by the municipality as requiring coverage; and
- Prior to payment of a supplier, a certificate of clearance from the Workplace Safety and Insurance Board shall be obtained ensuring all premiums of levies have been paid to the Workplace Safety and Insurance Board to the date of payment.

### **Evaluation of Bids Received and Awarded:**

- The CAO/Clerk, Treasurer and Department Heads requesting the goods and/or services, shall review all bids against the established criteria and reach consensus on the final rating results and the Treasurer shall ensure that the final rating results with supporting documents are kept in the procurement file; and
- The Treasurer shall submit a summary of the procurement and provide a recommendation to Council respecting award of contract to the bidder whose bid meets all mandatory requirements as specified in the bid solicitation and provides best value to the municipality based on the evaluation criteria specified in the bid solicitation; and
- In the event that more than one bidder has submitted a tender in the same amount, Council shall make its decision based on the merit of the bid, including such factors as time for completion and previous performance of the bidder. If the merit for each bid is equal, then the bid to be accepted shall be decided by means of a draw. The names of the tied bidders shall be placed in a container and the bid to be awarded shall be drawn by a member of Council. The CAO/Clerk shall set the time and location of the draw and notify all bidders in order that they may be present.

### **Bids in Excess of Project Estimates:**

- Where bids are received in response to a bid solicitation but exceed the project estimates, the CAO/Clerk, with the authority of Council, may enter into negotiations with the lowest responsive bidder to attempt to achieve an acceptable bid with the project estimate; and
- Council may cancel a competition or call a new competition when an original bid cannot be negotiated that falls within budget limits.

### **Contractual Agreements:**

- The award of a contract shall be made by way of an agreement or resolution; and
- A formal agreement is to be used when the contract is complex and will contain terms and conditions other than Council's standards terms and conditions; and
- A resolution shall be used when the contract is simple and Council's standard terms and conditions are met; and
- Where a formal agreement is required, Council shall review and approve the agreement by by-law; and
- Where a formal agreement is required for a contract value exceeding \$10,000, Council shall consider the hiring of a lawyer to review and make recommendations to Council; and
- Where a formal agreement is not required, the Department Head requesting the goods and/or services shall prepare a report for Council requesting that the tender be received and approved, while incorporating the relevant terms and conditions of Council; and
- Council shall approve any and all changes in a contract that affect price or terms of the original contract; and
- All contracts shall specify conditions under which the contract may be terminated by either Council or the bidder.

### **Exercise of Contract Renewal Options:**

- Where a contract contains an option for renewal, Council may exercise such option provided that:
  - the suppliers' performance in supplying the goods, services or construction is considered to have met the requirements of the contract; and
  - Council agrees that the exercise of the option is in the best interest of the municipality; and
  - funds are available in appropriate accounts within the municipality's approved estimates including authorized revisions to meet the proposed expenditure
- The authorization from Council shall include a written explanation as to why the renewal is in the best interest of the municipality and include comment on the market situation and trend.

### **Execution and Custody of Documents:**

- The Mayor and the CAO/Clerk are authorized to execute formal agreements in the name of the municipality that have been approved by by-law; and
- The Treasurer shall have the authority to issue purchase orders; and
- The purchase orders shall be executed in accordance with this by-law; and
- The CAO/Clerk and/or the Treasurer shall be responsible for the safeguarding of original contract documentation for the contracting of all goods, services or construction awards; and
- The Treasurer shall be responsible for safeguarding of original copies of all purchase orders, statement of purchases, travel forms, etc...

### **Supplier Performance:**

- All municipal employees participating in a procurement process shall document evidence where the performance of a supplier has been unsatisfactory in terms of failure to meet contract specifications, terms and conditions or for health and safety violations. The Treasurer shall maintain such documentation on file for the respective vendors.
- The Department Head requesting the goods and/or services shall complete a performance evaluation to rate the performance of the contractor, supplier or consultant. Such evaluation shall be appropriate in determining if the municipality has obtained a satisfactory level of performance by the successful bidder. This exercise should be performed for all procurement activities with contract value exceeding \$10,000. The performance evaluation criteria shall be adopted from time to time and shall be provided to the successful bidder in advance of the contract, and shall remain constant for the duration of the contract; and
- The Department Heads shall provide the bidder with the written result of the performance evaluation and the bidder shall have twenty (20) days following delivery of the evaluation to request an appeal; and
- Council shall hear from both parties at a time and place appointed in writing by the CAO/Clerk. The decision of Council shall be in writing, a copy of which shall be provided to the contractor, supplier or consultant, and the decision of a majority of council present and voting shall be final.

**VI Review and Evaluation**

The municipality shall review this policy every four years commencing from the date of adoption. Such review shall include the evaluation of the effectiveness and efficiency of all policies.

Whereas that By-Law No. 2012-22 and 2013-22 be and are hereby repealed.

Read a first, second and third time, enacted and passed this 12<sup>th</sup> day of April 2023.

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MAYOR

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CAO-CLERK



**By-Law No. 2023-22**

***Being a By-law to appoint a Fire Chief for  
the Corporation of the Township of  
Duhreuilville's Volunteer Fire Department.***

WHEREAS pursuant to Section 6 (l) of the Fire Protection and Prevention Act, 1997, S.O. 1997, c.4, as amended the Council of the municipality for which a fire department is established, shall appoint a Fire Chief for the fire department; and

WHEREAS it is deemed expedient to appoint a Fire Chief;

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

1. That Patrick Sigouin be appointed as Fire Chief for the Dubreuilville Volunteer Fire Department for the Corporation of the Township of Dubreuilville on a permanent basis effective October 1, 2017; and
2. That the Fire Chief's salary be set at \$12,500.00 per annum paid bi-weekly effective January 1, 2023; and
3. That the Mayor and the CAO-Clerk are hereby authorized to sign this by-law and affix the corporate seal thereto; and
4. That this by-law shall remain in force from year to year until it is repealed; and
5. That this by-law be deemed to have taken effect on October 1, 2017; and
6. That By-Law No. 2009-06 appointing Suzanne Lord as Fire Chief be repealed in part, as the established job description for the fire chief remains in effect until revised and replaced; and
7. That By-Law No. 2019-49 therefore be and is hereby repealed.

READ a first, second and third time and be finally passed this 12<sup>th</sup> day of April, 2023.

\_\_\_\_\_  
MAYOR

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



**By-Law No. 2023-23**

***Being a By-law to authorize the execution of a contract renewal for proposal of professional planning services between Fotenn and the Corporation of the Township of Dubreuilville***

WHEREAS that the Corporation of the Township of Dubreuilville deems it desirable to enter into an agreement with Fotenn for the contract renewal for the provision of existing planning services on an ongoing basis;

**THEREFORE BE IT 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 the contract renewal of our existing professional planning services between Fotenn and the Township of Dubreuilville.
2. That Fotenn will remain our planning firm of choice on an ongoing basis.
3. That the proposed renewal of contract for planning services shall appear as per Schedule "1" attached to this by-law and forming part of this by-law.
4. That By-law no. 2020-23 to this effect is hereby repealed.
5. 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 **12<sup>th</sup>** day of **April**, 2023.

\_\_\_\_\_  
MAYOR

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

# Proposal for Planning Services Township of Dubreuilville

March 6, 2023

**Township of Dubreuilville**  
**c/o Shelley B. Casey**  
CAO-Clerk  
Corporation of the Township of Dubreuilville  
23 Pins Street  
P.O. Box 367  
Dubreuilville, ON P0S 1B0

Via Email: [scasey@dubreuilville.ca](mailto:scasey@dubreuilville.ca)

**RE: Proposal for Professional Services  
2023 Contract Renewal  
Township of Dubreuilville**

Dear Shelley,

As per our discussions, Fotenn is pleased to provide you with this proposal for a renewal of our existing Planning Services contract. After more than nine years of successfully providing planning services to the Township, we are honoured to receive this request for renewal. We look forward to building upon our existing relationship with Dubreuilville, and we pledge to continue providing the excellent level of planning services that the Township has come to expect.

## About Our Firm

Fotenn is an award-winning planning, urban design and landscape architecture firm with offices in Ottawa, Kingston, and Toronto. Established in 1992, the firm is committed to a responsive and personal approach and to the honest and fair treatment of our clients and the communities in which we work.

With over 60 staff, each with unique specializations, Fotenn consistently provides successful planning and design services for a range of long-time clients. We maintain a balance of public- and private-sector work, ranging from individuals and large private-sector firms to all three levels of government.

While our projects are all diverse in nature, they share one thing in common: a need for practical, high-quality and attractive results. With our wealth of experience in the field, knowledge of current trends and innovative vision, we have added and continue to add immense value to all the spaces we have created across Canada.

Fotenn has worked in several municipalities in Northern Ontario on a wide range of land use planning projects. Previous and current clients include:

- / Township of O'Connor
- / Township of Conmee
- / St. Joseph Island Planning Board
- / Township of Chapple
- / Township of Emo
- / Town of Cochrane
- / Town of Ear Falls
- / Township of Bonfield
- / Municipality of Red Lake
- / City of Kenora
- / Town of Sioux Lookout

**FOTENN**

General Inquiry  
613 730 5709  
[info@fotenn.com](mailto:info@fotenn.com)

## Team

The main point of contact for the Township will continue to be Jaime Posen, an Associate in our Ottawa office. In addition to having worked on several development applications in Dubreuilville over the course of our existing contract, he also brings experience in Ottawa, Northern Ontario, Northern Canada, Atlantic Canada and a range of other communities to this contract. In particular, he has provided Planning Services to multiple communities, including the Township of Chapple, the Township of Emo, the City of Kenora, and the City of Iqaluit.

As needed, additional Fotenn staff may be involved in future Dubreuilville projects, to effectively allocate workload or apply diverse skills to the projects. Additional staff may include:

- / Margo Watson, MCIP RPP (Managing Partner)
- / Matt McElligott, MCIP RPP (Principal)\*
- / Paul Black, MCIP RPP (Associate)\*
- / Nico Church, MCIP RPP (Senior Planner)\*
- / Jillian Simpson, M.PI (Planner)\*

\*denotes capabilities in the French language

Since beginning our contract in 2013, Fotenn has grown substantially, adding new staff who bring new talents and skill sets to our team. In addition to the review of development applications that comprises the core of the Dubreuilville contract, we now have the capability of offering a range of additional services, including:

- |   |                                    |
|---|------------------------------------|
| / Policy Formulation and By-law Writing   | / Plans of Subdivision             |
| / Official Plan and Zoning By-law Reviews | / Design Guidelines                |
| / Secondary Plans                         | / Design Charrettes and Workshops  |
| / Expert Witness (Ontario Lands Tribunal) | / Streetscape Design               |
| / Public Consultation                     | / Mapping                          |
| / Indigenous Peoples Consultation         | / Landscape Architecture           |
| / Urban Design                            | / Public Realm Planning and Design |
| / Master Planning                         | / Open Space / Parks Design        |

In addition to the Planning Services contract, we would be pleased to discuss opportunities to provide these additional services to the Township on an as-needed basis. We are proud to be currently assisting the Township of Dubreuilville with the preparation of a new Official Plan on an ongoing basis, as established through a separate contract.

## Work Approach

Over the course of our existing contract with the Township of Dubreuilville, we have enjoyed a successful working relationship using telephone, email and videoconferencing. These tools allow us to communicate, share and provide information, and carry out our work without the need to travel to the community. If deemed desirable, Fotenn is also available to hold or attend meetings over videoconferencing systems.

## Services and Fee Schedules

In accordance with this Proposal for Services, Fotenn will provide the following services:

- / Staff training / education and community tour (optional);
- / Development application review and processing;
- / Committee and Council meeting attendance;
- / Professional planning opinions and strategic advice;
- / Expert land use planning testimony at the Ontario Land Tribunal; and
- / Other services.

These services, associated fees and assumptions are outlined in detail below.

### Development Application Review and Processing

Fotenn will continue to assist Township staff in reviewing development applications and supporting studies and providing a recommendation based on the merits of the application. Where required, Fotenn will review the development proposal with the applicant (via conference call or videoconference), discuss preliminary issues / concerns and identify the required studies for application submission.

Fotenn will also prepare the planning report for Committee or Council consideration. The work will be completed within the statutory decision deadlines. As part of this type of work, Fotenn will prepare proposed draft conditions for development applications such as Consents, Minor Variances, Site Plan Control and Plans of Subdivision, which are subject to review by a lawyer authorized to perform work and services for the Township.

Professional fee per application:

Application Type	Set Fee
Official Plan Amendment	\$1,500
Zoning By-law Amendment	\$1,500
Removal of a Holding Provision	\$600
Consent Application	\$1,250
Minor Variance Application	\$600
Site Plan Application	\$1,500
Site Plan Amendment Application	\$600
Plan of Subdivision	\$3,500

### Committee and Council Meeting Attendance

At the request of the Township, Fotenn will be available to prepare presentations to Committee and / or Council. Participation at the meeting could be arranged through the use of teleconferencing or videoconferencing.

Professional fee per request:	\$1,250
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### Professional Planning Opinions and Strategic Advice

At the request of Township staff on an as-needed basis, Fotenn is available to provide opinions on land use planning matters raised by a proponent of development, public enquiry, or general questions from staff concerning a planning matter. Fotenn will conduct research, as necessary, to respond to the request. Depending on the circumstances, we will provide either a verbal or written (letter report or email) response summarizing the findings and concluding with a professional planning opinion.

Invoicing will be on the basis of actual time spent, using our hourly / recoverable rates.

Staff Member	Hourly Rate
Jaime Posen	\$150
Other Associate Planners	\$150
Planners	\$100

### Expert Land Use Planning Testimony at the Ontario Land Tribunal

Fotenn is available to represent the Township at the Ontario Land Tribunal by providing expert testimony as a Professional Planner. If the Township requires representation by Fotenn, we will review the matter before the Tribunal and provide a customized Proposal for Services at that time.

### Other Services

Fotenn is available to provide other municipal land use planning services not identified in this proposal, if requested by Township staff. Additional services will be provided at our hourly rates, subject to discussion with and approval by the Township.

### Assumptions

This proposal is premised on the following assumptions:

- / If a Development Review Application or other type of service described in this proposal features complicated issues that are outside of the scope of a typical application or service, Fotenn will advise the Township that the file is considered "complex" and may require more time and resources than anticipated by our fee structure. Fotenn would identify the activities that are considered to be outside the normal scope and would only proceed with these activities subject to the approval of the Township.
- / The Township will be responsible for the venues and costs related to public consultation events, where attendance by Fotenn is required.
- / With the exception of the preparation of notification materials, any costs related to notification and advertising of public meetings will be borne by the Township.
- / Township staff will be responsible for communicating with developers and applicants, except where Fotenn is authorized by the Township.
- / Township staff will be responsible for supplying Fotenn with the proponent's application form and all supporting studies and maps.
- / The terms of this contract will begin upon approval by Council and will run until February 28, 2025, with the option for renewal.

## Fee Administration

### Disbursements

Disbursements are limited to printing, courier and travel-related expenses. Travel is only anticipated under special circumstances (e.g. in-person meetings with the public, providing testimony at the OLT, attendance at Council meetings, etc.) and will only be undertaken at the request of the Township.

To reduce costs, Fotenn will:

- / Print materials and documents (particularly in colour) only if necessary;
- / Explore cost-saving measures for meals and accommodations, where available;
- / Use email and other electronic means to reduce the need to courier documents to the Township; and
- / Maximize the use of teleconference or videoconference communication modes to reduce the number of in-person trips.

### Invoicing

Invoices will be sent to Dubreuilville on a monthly basis, by service category, with a detailed description of activities on each assigned file. Receipts for disbursements will be submitted and will be charged to the client at cost on monthly invoices.

If you have any questions or concerns, please feel free to contact me at 613.730.5709 x236. We appreciate the opportunity to work with you and thank you for the confidence that you have expressed in our firm.

Yours sincerely,



Jaime Posen, MCIP RPP  
Associate

# Appendix A Team CVs

# Jaime Posen



## MCIP RPP

### Associate, Planning

Jaime is a Registered Planner and Associate in Fotenn's Ottawa office, with experience leading and contributing to a broad range of projects for municipalities across Canada. He has prepared and updated Community Plans and Zoning By-law documents in multiple provinces and territories, including Ontario, Prince Edward Island, Nunavut, and the Northwest Territories. He has also provided planning services to municipalities in Nunavut and Northern Ontario. These communities feature a variety of contexts, ranging from urban to rural/remote communities.

Jaime also maintains a case load of development projects, including the preparation and monitoring of small- and medium-scale development applications. Past projects including preparation of a full range of development applications, including Official Plan Amendment, Zoning By-law Amendment, Site Plan Control, Plan of Subdivision, Consent, and Minor Variance applications. Jaime has appeared as a qualified witness before the Ontario Land Tribunal, formerly the Local Planning Appeals Tribunal (LPAT) and Ontario Municipal Board (OMB).

#### Contact

613.730.5709 ext. 236  
posen@fotenn.com

#### Education

Master of Planning, Queen's University, 2011

Bachelor of Arts (Honours), Queen's University, 2007

#### Affiliations

Canadian Institute of Planners (CIP), Member

Ontario Professional Planners Institute (OPPI), Member

Registered Professional Planner (RPP), Member

Certificate in Negotiation, Facilitation + Mediation, Mediation Centre of Southeastern Ontario, 2010

Crime Prevention Through Environmental Design (CPTED) Level 1 Qualifications

#### Professional Experience

Fotenn Consultants Inc.  
Planner (2011–Present)

City of Ottawa  
Urban Planner - Intern (2010)

Languages  
English

## Project Experience

### Town of Three Rivers, PEI, 2020-2022

Prepared a new Official Plan and Development By-law for a newly-amalgamated municipality containing seven former municipalities. The community contains a range of urban and rural contexts, economic industries, and development pressures. The planning process included workshops with Town Council and the Planning Board, stakeholder and Indigenous consultations, public meetings, and harmonizing existing planning policies and regulations into the new documents.

### Infrastructure Ontario, Municipal Review Services for Hydro One Networks Inc., 2015 – 2020

On behalf of Infrastructure Ontario and Hydro One Networks Inc., monitored Official Plan and Zoning By-law Review processes in communities across Ontario, reviewed draft documents for consistency with Ontario Provincial Policy Statement, and prepared comment letters for submission to the applicable planning authority.

### Township of Emo, Township of Chapple, and Township of Dubreuilville, Planning Services, 2015 – Present

Provided professional planning services, including review of

Subdivision and Consent applications, preparation of Staff Reports, and providing strategic advice.

**Town of Cobourg, Tannery District Secondary Plan, 2019-Present**

Prepared a Secondary Plan for a brownfield area in Cobourg, including the preparation of policies and guidelines that align with the Tannery District Sustainable Neighbourhood Master Plan.

**Hamlet of Ulukhaktok (Northwest Territories), Community Plan and Zoning By-law Review, Land Administration By-law, Addressing By-law, 2019**

Prepared updates to the Hamlet Community Plan and prepared a new Zoning By-law, Land Administration By-law, and Addressing By-law. The project included site visits, engagement with stakeholders, and presentations to Hamlet Councils.

**Minto Corporation / Mattamy Homes, Community Design Plan (CDP), Barrhaven South, Ottawa, 2015-2018**

Part of a team of Fotenn Planners and Designers preparing a CDP for an Urban Expansion Study Area identified in the Official Plan, and included document preparation, analysis, public consultation, liaising with City Staff, and representing public contact point for consulting team.

**Township of O'Connor, Official Plan & Zoning By-law, 2016-2019**

Prepared updates to the Township's Official Plan and Zoning By-law to ensure alignment with new provincial policy and legislative directives, and included consultation with the public, Council, Staff, and the Ontario Ministry of Municipal Affairs.

**University of Ottawa, STEM Building, Site Plan Control, 2016-2017**

Prepared a Planning Rationale for the proposed development and assisted with coordination of application submission materials to permit a new Science, Technology, Engineering, and Math (STEM) Building on the University of Ottawa Campus.

**Infrastructure Ontario / Ontario Provincial Police (OPP), Detachment Modernization, Moosonee and Fort Frances, 2017**

Prepared and submitted applications for Official Plan Amendment and Zoning By-law Amendment for new police detachments, and presented to Planning Committees in the communities.

**City of Iqaluit, Planning Services, 2013-2016**

Provided planning services for the City of Iqaluit from 2013 to 2016. Reviewed development applications, prepared Staff Reports for Development Permits and Survey Sketches, provided professional planning advice to City Staff, performed research,

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Jaime Posen  
Associate, Planning

completed special projects, and assisted with mapping needs for the City.

**Hamlets of Qikiqtarjuaq, Clyde River, Grise Fiord, and Igloolik (Nunavut), Community Plan Review, 2015**

Prepared updates to the Hamlet Community Plans and Zoning By-laws, including site visits, consultation with stakeholders, and presentations to Hamlet Councils.

**Canadian Forces Housing Agency, Floodplain Study, 2014**

Prepared a report updating floodplain mapping and development guidelines for a CFHA Residential Housing Site.

**Hawkesbury Community Industrial Strategic Planning Association - Redevelopment Study, 2014**

Assisted with the preparation of a Redevelopment Study for a former industrial site, including a site visit, and consultation with Town Staff.

**City of Kenora, Community Improvement Plan (Keewatin), 2014**

Assisted with the preparation of a CIP, including public engagement activities, site visit, Plan preparation, and drafting of the Staff Report.

**City of Kenora, Official Plan and Zoning By-law Review, 2014**

Assisted with the Official Plan and Zoning By-law update, including public engagement activities, consultation with stakeholders, site visit, Plan preparation, and drafting of the Staff Report.

**City of Iqaluit, In-House Planning Services, 2014**

Provided in-house planning services at the City of Iqaluit for January 2014. Processed development applications, brought applications forward to City Council, performed site visits, met with applicants, and assisted with general department administration.

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10.9

**By-Law No. 2023-24**

***Being a By-law under the provisions of Section 69(1) of the Planning Act, R.S.O. 1990, c. P.13, as otherwise amended to provide fees for planning applications.***

**WHEREAS** Section 69 (1) of the *Planning Act, R.S.O. 1990, c. P.13*, as amended, provides that the Council of a Municipality may enact a by-law to establish a tariff of fees for the processing of various types of applications made in respect of planning matters;

**AND WHEREAS** the Council of the Corporation of the Township of Dubreuilville (the “Municipality”) deems it feasible and advisable to prescribe by by-law a tariff of fees to meet anticipated costs associated with the Municipality processing and hearing such planning applications;

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

1. That the following tariff of fees shall be charged and collected for the following planning applications, which applications shall be considered to be mutually exclusive, and which fees shall be payable in full in advance with each application:

1.1 Application for:	
<u>APPLICATION</u>	<u>COST</u>
a) Official Plan Amendment	\$ 1,500
b) Zoning By-Law Amendment / Temporary Use By-Law	\$ 1,500
c) Removal of a Holding Provision	\$ 600
d) Consent for severance(s) per severed part	\$ 1,250
e) Minor Variance	\$ 600
f) Consolidation of abutting lands / Deeming By-Law	\$ 700
g) Site Plan Control	\$ 1,500
h) Site Plan Control Amendment	\$ 600
i) Plan of subdivision / Plan of condominium	\$ 3,500

2. That the tariff of fees prescribed in Section 1 above shall not include the processing of objections to amendment, the attendance of the Municipality before any administrative tribunals, the attendance of the Municipality at any public meetings other than those formally required by the Planning Act, the preparation of site plan agreements, subdivision/condominium agreements, the review and approval of engineering drawings/reports related to subdivision/condominium, zoning by-law amendment, minor variance, consent, official plan amendment, consolidation of abutting lands and site plan or

any other matters directly associated with processing a planning application which are not noted in sections 1 or 2 hereof.

Where the Township attends an Ontario Land Tribunal (OLT) hearing on behalf of the applicant, the applicant shall pay all legal costs incurred by the Township, including solicitor's fees and disbursements, preparation for and attendance at the hearing. Maximum legal fees \$10,000.

3. In the event the application results in the need for any of the additional work described in section 2 hereof, the applicant shall deposit forthwith to the Municipality a further amount as determined solely by the Clerk to be an appropriate amount to cover the Municipality's anticipated out-of-pocket expenses for that specific work plus the fees set out in section 5 below. The Municipality will not proceed with the processing of the application in the event extra work is required until the deposit has been received. In the event the processing requires additional deposits, they will be determined by the Clerk and deposited by the applicant upon request. Any portion of the deposit(s), not needed, will be returned by the applicant upon finalization of the application and associated work.
4. The anticipated fees of the Municipality for processing objections to applications and the attendances and other work by the Municipality described in section 2 above shall be based on the following approximate per hour fees times the number of hours required to process and complete such above described work, plus any related disbursements. The Municipality shall require the applicant to make a deposit prior to undertaking the processing of such planning application, which deposit may not necessarily cover the entire municipal costs which are ultimately incurred by the applicant.
5. The applicant shall be notified when the initial deposit is nearing depletion and the applicant shall reimburse the Municipality for all cost attributable to the application within 30 days of receipt of any invoice. An interest charge of 1.25% per month shall be charged on overdue accounts.

**Schedule of maximum hourly fees**

**May fluctuate without notice**

Solicitor	\$ 375
Project Engineer / Senior engineer	\$ 150 - \$ 200
Planner	\$ 150
Support Staff	\$ 75

6. That the fees prescribed in section 1 and 2 above represent the anticipated costs of the Corporation of the Township of Dubreuilville for the processing applications related to planning matters specifically described in Sections 1 and 2 above and are based on the understanding that the applicant will proceed expeditiously in processing the application. Where an application relative to a particular planning matter is not proceeded expeditiously, and information provided becomes or may become dated, the Clerk shall formally notify the applicant that no further processing of the application shall occur if the application is not completed and submitted in 30 days, failing which and the application shall be deemed terminated.
7. That notwithstanding the tariff of fees prescribed in this by-law, the Council of the Corporation of the Township of Dubreuilville may reduce the amount of or waive the requirement for the payment of a fee in respect of the application where the Council, is satisfied that it would be unreasonable to require payment in accordance with the tariff.

8. That the Clerk, upon completion, termination, or denial of the application by Council, or otherwise, or formal withdraw of the application by the applicant, is hereby authorized to refund to the applicant any unused portions of such fees which accompanied the application.
9. That By-Law No. 2020-24 is therefore hereby repealed.
10. 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 finally passed this 12<sup>th</sup> day of April 2023.

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MAYOR

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CAO-CLERK