

ORDRE DU JOUR

Agenda

Séance régulière du conseil qui aura lieu
à 19 h 00, le mercredi 14 juin 2023
*Regular council meeting scheduled for Wednesday,
June 14, 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 Krystal Lévesque				
CAO-Clerk				
Treasurer/Tax Collector				
Infrastructure Superintendent				
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 24 mai 2023 de la réunion régulière du conseil municipal / *Regular Municipal Council meeting minutes dated May 24, 2023;*

6. DÉLÉGATIONS
DELEGATIONS

7. CORRESPONDANCE
CORRESPONDENCE

- 7.1 Procès-verbal daté du 7 février 2023 de la réunion du Conseil d'administration de Missinaibi Forest Management Inc. / *Missinaibi Forest Management Inc. Board of Directors meeting minutes dated February 7, 2023;* et / and **(Information / Resolution)**
- 7.2 Procès-verbal daté du 28 février 2023 de la réunion du Comité des citoyens locaux de la forêt Missinaibi / *Missinaibi Forest LCC meeting minutes dated February 28, 2023;* et / and **(Information / Resolution)**
- 7.3 Procès-verbal daté du 22 mars 2023 de la réunion du conseil d'administration de la Santé publique Algoma / *Algoma Public Health Board of Health meeting minutes dated March 22, 2023;* et / and **(Information / Resolution)**
- 7.4 *Lettre datée du 24 mai 2023 du Comté Lanark au sujet d'une demande d'appui concernant la Loi C-321 / Letter dated May 24, 2023 from the County of Lanark with regards to a request for support concerning Bill-C-321;* et / and **(Support / Resolution)**
- 7.5 Lettre datée du 29 mai 2023 de la Ville de Plympton-Wyoming au sujet d'une demande d'appui concernant l'infrastructure Bell-Hydro / *Letter dated May 29, 2023 from the Town of Plympton-Wyoming with regards to a request for support concerning Bell-Hydro Infrastructure;* et / and **(Support / Resolution)**
- 7.6 Lettre datée du 31 mai 2023 du Canton de Clearview au sujet d'une demande d'appui concernant la déclaration que la violence entre partenaires intimes est une épidémie / *Letter dated May 31, 2023 from the Township of Clearview with regards to a request for support concerning declaring intimate partner violence an epidemic;* et / and **(Support / Resolution)**

- 7.7 Lettre datée du 29 mai 2023 d'Alamos Gold Inc. Island Gold au sujet d'une demande de dons concernant leur tournoi de golf annuel / *Letter dated May 29, 2023 from Alamos Gold Inc. Island Gold with regards to a request for donations concerning their annual golf tournament*; **(Support / Resolution)**

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

- 8.1 Rapport pour le conseil daté du 7 juin 2023 du Chef des pompiers au sujet d'une demande d'achat de nouveaux logos pour le service des incendies et le remplacement de tous les anciens / *Council report dated June 7, 2023 from the Fire Chief with regards to a request for the purchase of new fire department logos and the replacement of all old ones*; et / and **(Information / Resolution)**
- 8.2 Demande de subvention à la Fondation Trillium de l'Ontario pour l'achat de nouveaux équipements pour notre parc / *Ontario Trillium Foundation capital stream grant application for new equipment for our playground park*; et / and **(Information / Resolution)**
- 8.3 Discussion générale concernant des sujets variés municipaux / *General discussion with regards to various municipal subjects*; **(Information / Resolution)**

9. APPROBATION DES RÉGISTRE DE CHÈQUES **APPROVAL OF CHECK REGISTER**

- 9.1 Rapport pour le Conseil (registre des chèques pour 2023) daté du 9 juin 2023 (liste A) / *Council Board Report (cheque register for 2023) dated June 9, 2023 (list A)*; et / and **(Resolution)**
- 9.2 Rapport pour le Conseil (registre des chèques pour 2023) daté du 8 juin 2023 (liste B – Visa / Virement électronique) / *Council Board Report (cheque register for 2023) dated June 8, 2023 (list B – Visa / Etransfer)*; **(Resolution)**

10. RÉGLEMENTS **BY-LAWS**

- 10.1 Arrêté-municipal no. 2023-41, étant un règlement visant à confirmer les travaux du Conseil de la Corporation du Canton de Dubreuilville à sa séance régulière tenue le 14 juin 2023 / *By-Law No. 2023-41, 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 June 14, 2023*; et / and **(Resolution)**

- 10.2 Arrêté-municipal no. 2023-36, étant un règlement pour mettre en œuvre un régime de sanctions administratives pécuniaires (RSAP) dans la Corporation du Canton de Dubreuilville, comme le permet la Loi sur les municipalités, et qui sera désigné sous le nom de « Règlement sur le RSAP » / *By-Law No. 2023-36, being a By-law to implement an Administrative Monetary Penalty System (AMPS) in the Corporation of the Township of Dubreuilville, as permitted under the Municipal Act and will be referred to as the « AMPS By-Law »*; et / and **(Resolution)**
- 10.3 Arrêté-municipal no. 2023-42, étant un règlement pour annuler le règlement no. 2007-17 / *By-Law No. 2023-42, being a By-law to repeal By-Law No. 2007-17*; et / and **(Resolution)**
- 10.4 Arrêté-municipal no. 2023-43, étant un règlement pour autoriser les Services de célébration de mariages civils dans le Canton de Dubreuilville / *By-Law No. 2023-43, being a By-law to authorize Civil Marriage Solemnization Services in the Township of Dubreuilville*; et / and **(Resolution)**
- 10.5 Arrêté-municipal no. 2023-44, étant un règlement pour autoriser la signature d'une entente de services pour délivrer des permis entre le Ministre des Ressources naturelles et des Forêts et la Corporation du Canton de Dubreuilville / *By-Law No. 2023-44, being a By-law to authorize the execution of an agreement for services to issue licenses between the Minister of Natural Resources and Forestry and the Corporation of the Township of Dubreuilville*; **(Resolution)**

11. AJOUT
ADDENDUM

12. ASSEMBLÉE A HUIS CLOS
CLOSED SESSION

13. AJOURNEMENT
ADJOURNMENT

THE CORPORATION OF THE TOWNSHIP OF DUBREUILVILLE

-MINUTES-

Regular Council Meeting held on
May 24, 2023, at 7:00 p.m.
Council Chambers

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

ABSENT:

STAFF: CAO-Clerk, Shelley B. Casey

Mayor Beverly Nantel called the meeting to order at 7:01 p.m.

23-155 Moved By: Councillor H. Perth
Seconded By: Councillor L. Lévesque

Whereas that the agenda for the regular municipal council meeting dated May 24, 2023, be adopted as submitted.

Carried

23-156 Moved By: Councillor J. Hemphill
Seconded By: Councillor K. Lévesque

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 May 10, 2023.

Carried

23-157 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 receive and approve the attached resolution dated May 9, 2023, from the Corporation of the Township of Armour with regards to a request for our support concerning water aerodomes, as presented.

Carried

23-158 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 letter dated May 10, 2023, from the Corporation of the City of Cambridge with regards to a request for our support concerning legislative amendments to improve municipal codes of conduct and enforcement, as presented.

Carried

23-159 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 letter dated May 10, 2023, from the Corporation of the City of Cambridge with regards to a request for our support concerning Highway Traffic Act amendments, as presented.

Carried

23-160 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 receive and approve the attached letter dated May 10, 2023, from the Corporation of the County of Prince Edward with regards to a request for our support concerning the proposed new Provincial Planning Statement (PPS), as presented.

Carried

23-161 Moved By: Councillor K. Lévesque
Seconded By: Councillor J. Hemphill

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to receive and approve the attached letter dated May 11, 2023, from the Town of Plympton-Wyoming with regards to a request for our support concerning removing addresses on municipal election forms, as presented.

Carried

23-162 Moved By: Councillor K. Lévesque
Seconded By: Councillor H. Perth

Whereas that the Council of the Corporation of the Township of Dubreuilville hereby wishes to receive and approve the attached fundraising campaign for our financial support in the amount of \$ _____ for the construction of classroom in the Far North of Cameroon, as presented.

DEFEATED

23-163 Moved By: Councillor H. Perth
Seconded By: Councillor K. Lévesque

Whereas that the Council of the Corporation of the Township of Dubreuilville does hereby wish to make the following changes to the regular municipal council meeting summer schedule, as presented;

- Cancel June 28, 2023; and
- Cancel July 12 and July 26, 2023, change to July 5, 2023; and
- Cancel August 23, 2023

Carried

23-164 Moved By: Councillor K. Lévesque
Seconded By: Councillor L. Lévesque

Whereas that the Council of the Corporation of the Township of Dubreuilville does hereby wish to receive and approve the attached Council Report dated May 11, 2023, from the Fire Chief with regards to the donation of a newer fire truck for our volunteer fire department, as presented.

Carried

23-165 Moved By: Councillor L. Lévesque
Seconded By: Councillor K. Lévesque

Whereas that the Council of the Corporation of Dubreuilville does hereby wish to receive and approve the attached letter dated May 17, 2023, from Kresin Engineering Corporation with regards to the new Goudreau Road Waste Disposal Site development tender report and recommendations, as presented.

Carried

23-166 Moved By: Councillor H. Perth
Seconded By: Councillor J. Hemphill

Whereas that the Council Board Report (cheque register for 2023, list A) dated May 18, 2023, in the amount of \$67,823.45, be approved for payment.

Carried

23-167 Moved By: Councillor H. Perth
Seconded By: Councillor K. Lévesque

Whereas that the attached Council Board Report (cheque register for 2023, list B – Visa / Etransfer) dated May 18, 2023, in the amount of \$25,344.54, be approved for payment.

Carried

23-168 Moved By: Councillor L. Lévesque
Seconded By: Councillor H. Perth

Whereas that By-Law No. 2023-35, 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 May 24, 2023, be adopted as presented.

Carried

23-169 Moved By: Councillor H. Perth
Seconded By: Councillor K. Lévesque

Whereas that By-Law No. 2023-36, being a By-law to implement an Administrative Monetary Penalty System (AMPS) in the Corporation of the Township of Dubreuilville, as permitted under the Municipal Act and will be referred to as the “AMPS By-Law”, be read a first and a second time, as presented.

Carried

23-170 Moved By: Councillor L. Lévesque
Seconded By: Councillor H. Perth

Whereas that By-Law No. 2023-37, being a By-law to appoint a Treasurer/ Tax Collector and Lottery Licensing Officer, be adopted as presented.

Carried

23-171 Moved By: Councillor H. Perth
Seconded By: Councillor J. Hemphill

Whereas that By-Law No. 2023-38, being a By-law to authorize the execution of an employment agreement between the Corporation of the Township of Dubreuilville and its Treasurer / Tax Collector, be adopted as presented.

Carried

23-172 Moved By: Councillor L. Lévesque
Seconded By: Councillor H. Perth

Whereas that By-Law No. 2023-39, being a By-law to adopt the Alternative Working Arrangement Policy, be adopted as presented.

Carried

23-173 Moved By: Councillor H. Perth
Seconded By: Councillor L. Lévesque

Whereas that By-Law No. 2023-40, being a By-law to regulate open-air burning within the municipality in the Township of Dubreuilville, be adopted as presented.

Carried

23-174 Moved By: Councillor H. Perth
Seconded By: Councillor K. Lévesque

Whereas that this regular municipal council meeting dated May 24, 2023, hereby adjourn at 8:18 p.m.

Carried

Mayor

CAO/Clerk

**MISSINAIBI FOREST MANAGEMENT INC.
MEETING OF THE BOARD OF DIRECTORS
MINUTES**

Date/Time: February 7, 2023	Location: Conference/Teams Call
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MEETING PARTICIPANTS

Chair:	Beverly Nantel – President	
Attendees:	Rick Groves	Chief Keith Corston
	Owen Bott Cathy Cannon	Ryan Bignucolo
Participants /Guests:	Don Bazeley David Flood	Chris McDonell Helen Turner
	Tess Sullivan Lauryn Cachagee	Lisa Vanbuskirk
Regrets:	Dan Bowes Chief Pat Tangie	
Absent:	Chief Renae Vanbuskirk Chief Jason Gauthier	

Note that the information contained in this document is to be considered confidential and is not to be distributed to non-shareholder parties or utilized for non-MFMI purposes without the expressed permission of the President of Missinaibi Forest Management Inc.

Item No.	Discussion Points/ Issues Raised/ Decision Made	Action Item/Motions
1.	<p><u>Meeting Opening (1:30 pm)</u></p> <p>1.1 Welcome/First Nation Land Acknowledgement Bev welcomed the MFMI Directors and meeting participants and provided a brief First Nation Land Acknowledgement.</p> <p>1.2 Introduction of New Meeting Participants Bev welcomed Councilor Kathy Cannon and Mayor Ryan Bignucolo to the meeting.</p> <p>1.3 Confirmation of Quorum (Confirmed)</p> <p>1.4 Review and Approval of Agenda There were no changes made to the agenda.</p> <p>1.5 Director Declaration of Conflict of Interest No conflicts of interested identified based on meeting agenda topics.</p> <p>1.6 Safety Share/Community Updates/Industry Updates</p>	<p><u>Motion 1 (07/02/2023)</u> The Directors approve the agenda for the February 7th, 2023, Board meeting. Moved: Rick Groves Second: Ryan Bignucolo Opposed: none Abstain: none Carried.</p>

Item No.	Discussion Points/ Issues Raised/ Decision Made	Action Item/Motions
	<p>Beverly noted her concerns regarding the sharing of logging roads and snowmobile trails. The snowmobile season is now in full swing, so a higher level of awareness is needed when travelling on logging roads.</p> <p>Don described recent vertigo (benign paroxysmal position vertigo) affliction. More common than expected. Vertigo is caused by the movement of crystals within the superior canal of the ear. Discovered a home remedy treatment called the Epley maneuver to relieve symptoms. Another option is to seek treatment from a physiotherapist or occupational therapist. There are also other causes of vertigo so medical assistance should be sought if Epley or other home treatments are ineffective.</p> <p>1.6 Review and Approval of Minutes and Action Status from previous meetings.</p> <p>Board members reviewed and approved the December 6, 2022 meeting minutes.</p> <p>Don Bazeley reviewed the updated status of action items from previous BoD meetings. Don noted the following for action items identified during the December 6th, 2022 meeting;</p> <ol style="list-style-type: none"> 1. The MFMI Directors to approve the draft Health and Safety Policy and the Workplace Violence and Harassment Policy and provide comments to Don. Part of this meeting's agenda. 2. Don to bring to the next Board meeting a suggested game plan around inoculation of seedlings. The group believes there is merit even in the reduction of herbicides. 3. D Flood to provide additional information and some background on the nature of the committee and who is interested. Potential future meeting. Next year. Copy of David presentation to be circulated. 4. Rick to draft letter to MNRF re extending the separation of the two Forest Renewal Trust funds. (Completed) 5. Don to share a copy of Nov 2022 financial statements and FSC Presentation (Completed) <p>Only 2 previous action item remains outstanding from previous Board meetings.</p> <p>Sept 20, 2022 – Item 4 - First Nations committee to explore opportunities for an intern thorough the NOHFC.</p> <p>Mar 17, 2021 – Item 2. MFMI Secretary to share an example of a performance scorecard.</p>	

Item No.	Discussion Points/ Issues Raised/ Decision Made	Action Item/Motlons
2.	<p>Matters for Decision</p> <p>2.1 Acknowledgement of Directors Resignations and Acceptance of new delegates as Directors</p> <p>Cathy Cannon and Ryan Bignucolo were introduced as new members of the MFMI BoD.</p> <p>2.2 Final comments and approval of Health and Safety Policy</p> <p>Don reviewed and described the changes made to the H&S Policy based on the comments received on the draft policy. The revised policy was circulated prior to the meeting.</p> <p>2.3 Final comments and approval of Workplace Violence and Harassment Policy</p> <p>Don noted that no changes were requested to the reviewed draft Workplace Violence and Harassment Policy. The final version was circulated prior to the meeting.</p> <p>2.4 Wahnkohtowin/Mikro-Tek 2024 Seedling mycorrhizae Inoculation Project.</p> <p>Chris McDonnell provided background information related to the proposed seedling Mycorrhizae Inoculation Project based on the information shared at recent meetings with the project partners. A copy of a recent presentation was reviewed with the board. Chris noted that the project supports the industry's efforts to reduce the use of herbicides. GreenFirst and Interfor are partners in the project and have</p>	<p><u>Motion 3 (07/02/2023)</u></p> <p>The Directors acknowledge the resignation of Directors, Michael Levesque and Pat Tait and approve the appointment of the Township of Chapleau's new Director, Mayor Ryan Bignucolo and Municipality of Wawa's new Director, Cathy Cannon.</p> <p>Moved: Chief Corston Second: Owen Bott Opposed: None Carried.</p> <p><u>Motion 4 (07/02/2023)</u></p> <p>The Directors approve the MFMI Health, and Safety Policy and Workplace Violence and Harassment Policy dated February 7, 2023.</p> <p>Moved: Rick Groves Second: Ryan Bignucolo Opposed: None Carried.</p>

Item No.	Discussion Points/ Issues Raised/ Decision Made	Action Item/Motions
	<p>agreed to have a portion of their seedlings grown for the 2024 outplant inoculated. Chris and David attempted to answer some of the Director's questions regarding the project. Chief Corston and Ryan Bignucolo expressed their concern's regarding the proposed project and would not support the project until they received additional information and assurances that the seedlings were not some types of "hybrid" seedling. Another meeting will be scheduled to share additional information and to answer any outstanding questions or concerns before another motion for support is presented to the Board.</p> <p>2.5 Review and Approval of the 2023-24 Silviculture Budget(s)</p> <p>Don provided an overview of the 2023-24 silviculture budget summaries for the Board. A copy of the proposed budgets was previously circulated with the meeting agenda. The budgets were noted to include additional dollars to support projects aimed at further reducing the amount of herbicide being used. Chief Corston indicated that he would not support a motion to approve the silviculture budgets since the budgets included dollars for aerial tending and the purchase of herbicides. Since a consensus decision could not be achieved on this item the motion to approve the silviculture budgets was deferred. Don indicated that a special meeting of the facility shareholders will need to be held to approve the silviculture budgets since one of the facility shareholders was not present to approve this financial decision.</p> <p>Rick suggested that the details of actions that have been taken related to the herbicide alternatives program (HAP) be presented to the board including a summary of activities planned for 2023-24.</p> <p>2.6 Review and approval of the 2023-24 Operating Budget</p> <p>Don reviewed the proposed 2023-24 Operating Budget and noted the major sources of spending increases as compared to the 2022-23 Operating budget. The major sources of increase were related to increases in the FM services and GM services contracts, anticipated increase to MFMI's liability and Officers and Directors insurance and new associate membership to the Ontario Forest Industries Association (OFIA).</p> <p>2.7 GM Service Agreement Extension (in-camera)</p> <p>The GreenFirst employees exited the meeting while this item was discussed by the Board.</p>	<p><u>Motion 5 (07/02/2023)</u></p> <p>The Directors approve the MFMI 2023-24 Operating Budget as presented.</p> <p>Moved: Owen Bott Second: Rick Groves Opposed: None Carried.</p>

Item No.	Discussion Points/ Issues Raised/ Decision Made	Action Item/Motions
	<p>Rick Groves provided an overview of the two contracts MFMI has with Green First. There are two contracts one for General Manager Services and the other for Forest Management Services. The General Manager contract was for two years and the other five years. The GM contract expires soon and needs to be extended.</p> <p>Rick Groves and Bev informed the group that we have been happy with the services and pending no one having any issues then we will extend the General Manager contract. There were no issues raised during the meeting.</p> <p>3. Matters for Noting</p> <p>No items were included for discussion</p> <p>4.1 December Financial Statements – Income Statement/Balance Sheet</p> <p>Don to circulate a copy of the MFMI Income Statement and Balance and Income Statement for December 2022 with the meeting minutes. Members of the Board are welcome to contact Don if they have any follow-up questions regarding the financial statements.</p> <p>4.2 Forestry Update</p> <p>2021-22 Annual Report (AR) Review</p> <p>GreenFirst planning staff submitted the 2021-22 AR in mid November 2022 for the 2021-22 fiscal year. The 2021-22 AR was the first AR prepared for the Missinaibi Forest. The AR reports details on harvest, road construction and maintenance, renewal and maintenance activities and forest compliance monitoring results. The MNRF completed their review of the AR by mid Dec and provided a list of required changes to GreenFirst. The MNRF reviewers noted only seven items requiring changes or updates. The AR was resubmitted to the MNRF with the corrections made by the end of Jan 2023.</p> <p>2023-24 Annual Work Schedule (AWS) Update</p> <p>GreenFirst staff submitted the AWS to MNRF as planned by Dec 22nd. The AWS information was made available to all of the Indigenous communities at the same time. The 60-day review period for Indigenous communities commenced on January 2nd and will end on</p>	

Item No.	Discussion Points/ Issues Raised/ Decision Made	Action Item/Motions
	<p>March 3rd. GreenFirst staff attended community meetings at Chapleau Cree and Brunswick House in January to present the AWS and to answer questions. A similar virtual session was held with Michipicoten First Nation. GreenFirst has received comments back from Missanabie Cree and is awaiting comments from the remaining communities. GreenFirst has received the MNRF's review comments which GreenFirst is currently working on. GreenFirst will be re-submitting the AWS on or before March 3rd to the MNRF. The public review of the AWS starts March 15th.</p> <p>4.2 Committee Updates</p> <p>Operations Committee Update</p> <p>Don Bazeley provided a brief update on the activities of the Operations Committee. A copy of the meeting minutes from the last Operations Committee meeting in January were circulated with the Board meeting agenda. Don noted that GreenFirst expects to receive the LiDAR (i.e. Light Detection and Radar) inventory information for the Missinaibi Forest this spring. Once the LiDAR information has been received, GreenFirst can start creating data layers (i.e., Digital elevation models, hydrology mapping, tree height and diameter models) that will be useful for on-going operational planning. GreenFirst is currently working with the MNRF inventory group to look after the exchange of LiDAR data and GreenFirst is working on a solution for storing and using the LiDAR data.</p> <p>Members of the Operations Committee have been actively working on a Memorandum of Agreement (MOA) with the Dubreuilville snowmobile club regarding the sharing of SFL roads this winter. One road, Road 12 in particular was a concern as part of the road has to be shared by HPL's logging contractor and the snowmobile club. Efforts have been made by both groups to construct part of the snowmobile adjacent to the road and to put a number of safety measures in-place. The Operations Committee will continue to work with the snowmobile clubs over the next few years to get the snowmobiles off the logging roads.</p> <p>First Nation Committee Update</p> <p>Don noted that the First Nation committee has not had a meeting since the September Board meeting so there are no updates to present. Don will connect with the Co-Chair of the committee, Tess Sullivan soon to schedule the next meeting.</p>	

Item No.	Discussion Points/ Issues Raised/ Decision Made	Action Item/Motions
	<p>4. Meeting Finalization</p> <p>5.1 Review actions to be taken</p> <p>Action items are included in the minutes. Rick Groves has noted the identified action items.</p> <p>5.2 Next meeting date, location, and Agenda</p> <ul style="list-style-type: none"> • Tuesday April 4th 1:30 – 3:30 pm (via Teams) <p>5.3 Meeting adjournment</p> <ul style="list-style-type: none"> • The meeting adjourned at 3:35 pm, by consensus. <p>Action Items.</p> <ol style="list-style-type: none"> 1. Another session to be set up for those interested parties in learning about more about Mycorrhizae program before we develop a motion. 2. Develop a document/presentation on details on what MFMI is doing with regards to reduction of herbicides. 3. Silviculture budget not approved with require a separate meeting of facility shareholders. 4. Once the cost for FSC certification audit is known it will be added into the budget once known. 5. Don to send the December Financial statement out to folks. <p>Everyone to submit any agenda for the next meeting to Don. Don/Rick will get draft agenda out to everyone. A final agenda will come out before the meeting that will reflect input up to closer to the meeting.</p>	<p>Secretary Secretary Chair</p>

NEXT MEETING

MFMI Board of Directors meeting

Date: Tuesday, April 4th, 2023.

Start Time: 1:30 pm – 3:30pm

Location: Teams conference call

SIGNATURE PAGE

**APPROVAL OF MINUTES
FOR FEBRUARY 7TH, 2022**

President
Beverly Nantel

Beverly Nantel

Date
Mar 1 / 2023

Secretary
Rick Groves

Richard Groves

Date March 1, 2023

Project Name: Missinaibi Forest LCC Meeting Minutes	Meeting #2
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Meeting Information	
Date/Time:	February 28, 2023 / 4:30 pm
Location:	Chapleau & Wawa Work Centers (Conference Room) and on MS Teams with Audio-Conferencing
Objectives:	<ul style="list-style-type: none"> • Presentations – 2023-2024 Missinaibi Forest Annual Work Schedule and the 2021-2022 Missinaibi Annual Report. • Business Arising from previous meetings • MNRF and GreenFirst Updates • Missinaibi FMP Amendment and Operations Update
Meeting Participants	
Chair:	Ryan Bignucolo
Attendees:	Ryan Bignucolo, Larissa Huot (GreenFirst), Meena Gurung (MNRF), Waurner Adema (MNRF), Chris Lachance, Dany Vallieres, David Jennings, Beverly Nantel, Rick Dickson, David MacLachlan, Gilbert Wahl, Krista Mayrand (GreenFirst) Clayton Bernier
Regrets:	Claude Samson, Lauryn Cachagee, Helen Turner
Guests:	Claire McDonald (MNRF)
Notes Taken:	Waurner Adema (MNRF)/ Meena Gurung (MNRF)

Item#	Discussion Points/ Issues Raised/ Decisions Made	Action Items
[1]	<p><u>Welcome</u></p> <ul style="list-style-type: none"> ◆ Ryan asked if there was anyone new. Claire McDonald (new RT3 in the district based out of Wawa) was helping the members from Wawa attend the meeting. 	
[2]	<p><u>Approval of the Agenda</u></p> <ul style="list-style-type: none"> ◆ Beverley and Ryan requested the addition of the Oba Lake Access to the agenda. ◆ Beverly requested to add an update to Wawa OSB to the Agenda. ◆ All in favour 	
[3]	<p><u>Approval of Previous Meeting Minutes</u></p> <ul style="list-style-type: none"> ◆ There were no corrections, edits or questions regarding the minutes from the November meeting minutes. ◆ Moved by: David Jennings; Seconded by Rick Dickson; All in favour 	

Meeting Information		
[4]	<p><u>2023-2024 Missinaibi Forest Annual Work Schedule</u></p> <ul style="list-style-type: none"> ◆ Larissa to provide the group with the presentation <ul style="list-style-type: none"> ◆ Larissa clarified that herbicide was for release not for site prep in the AWS. ◆ GreenFirst is working to reduce herbicide on the forest. ◆ Krista clarified that the effect of reducing herbicide will take some time to understand and will be assessed through FMP landscape level objectives. ◆ Information provided by GreenFirst on initiative to reduce herbicide is public. 	
[5]	<p><u>2021-2022 Missinaibi Annual Report</u></p> <ul style="list-style-type: none"> ◆ Larissa to provide the group with the presentation. ◆ Ryan highlighted concerns regarding the slash management on the forest. ◆ Krista acknowledged the slash and explained the reasons for the accumulation of the slash. 	
[6]	<p><u>MNRF Updates – Meena/Waurner</u></p> <ul style="list-style-type: none"> ◆ MNRF is still working in a hybrid work model. ◆ ROD Forward implementation is ongoing. ◆ New jobs posted for a number of positions, please visit Ontario Public Service Careers (gov.on.ca) for more information. ◆ Meena has sent Paul Robitaille a letter of appreciation from Heidi for his years of service. ◆ <u>Staff updates:</u> <ul style="list-style-type: none"> - Tarryn Adams has started in the Resource Management Coordinator - Jeff Hamil is working again as an Acting Supervisor (Lands and Waters, Aggregates, Infrastructure). - Claire McDonald has started as an Acting Resource Management Technician 	Ryan wanted MNRF to investigate whether Paul could receive a MNRF T-Shirt or pen for appreciation of his 20 years service.
[7]	<p><u>GreenFirst Updates</u></p> <ul style="list-style-type: none"> ◆ Mills in Quebec have been sold. ◆ Markets are not looking great over the coming year, however there are no planned downtimes. 	
[8]	<p><u>GreenFirst Operations Update</u></p> <ul style="list-style-type: none"> ◆ GreenFirst brought maps of current operations that were available for everyone to review. They went over the current operations with the group. The written summary was provided to everyone. 	

Meeting Information

<p>[9]</p>	<p><u>New Business</u> 8.1 – <u>Oba Lake Letter</u></p> <ul style="list-style-type: none">◆ Waurner provided a prepared statement (as requested) to Ryan stating: MNRF appreciates everyone’s perspective and participation on the Local Citizen Committee. Our intention is certainly not to dismiss comments provided by the LCC; what we to ensure is that the LCC does stay within the committee’s scope as per the intent of the Crown Forest Sustainability Act. Any comments or questions regarding the Oba Lake travel permit topic (which is a land use issue) can be directed to the District Manager as per the letter provided.◆ Ryan – Added that MNRF would like to not discuss the topic at the LCC meetings. He proposed writing a letter as concerned citizens to the District Manager.◆ Beverley – Highlighted that she was confused on what the purpose of the LCC is for if it is not to discuss issues like the Oba Lake Access.◆ Waurner clarified that providing access to Oba Lake was not a Forestry decision. It was a decision made by the District Manager and Lands and Waters program area.◆ Ryan and Beverley disagreed, they see it as a forestry issue. Beverly sees redirecting this issue away from the LCC is MNRF sweeping this issue under the rug.◆ Waurner highlighted what MNRF has done to date to address the concern. Including bring Kat and Heidi to the LCC meeting to discuss the issue with the group.◆ David Jennings agreed with Ryan and Beverley that it is a forest management issue. Access issues are an integral part of forest management due to the creation of roads.◆ Ryan proposed a motion to request a meeting with Heidi to discuss.◆ Waurner attempted to clarify the difference between forest management which is under the Crown Forest Sustainability Act (CFSA) as opposed to Lands Management which is under the Public Lands Act. From a forest management perspective everything is in place (e.g. signage) and access is restricted to Oba Lake. Travel permits are provided under the authority of the Public Lands Act not the CFSA.◆ Ryan believes that the issue was created by forestry by allowing a road to be created that close to a remote tourism lake◆ Unanimous vote by LCC members to request a meeting to discuss the issue further with Heidi.◆ <u>8.2 – Wawa OSB</u><ul style="list-style-type: none">◆ Beverley provided an update on the situation with Wawa OSB and the insolvency of its parent company Forex out of Quebec.	
<p>[9]</p>	<p><u>Next meeting</u></p> <ul style="list-style-type: none">◆ Next meeting is set for March 28, 2023	

Meeting Information	
[10]	Adjournment Motion to adjourn Meeting - Moved by: Beverly.All in favour Meeting adjourned: 5:45pm



**Board of Health Meeting
Minutes**

**March 22, 2023 at 5:00 pm
Video/Teleconference**

BOARD MEMBERS

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

APH MEMBERS

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

GUESTS: Connie Raynor-Elliott, Public Health Champion Award Recipient (SOYA), Deron Barlow - Harvest Algoma
Lisa O'Brien - Health Promotion Specialist, Community Wellness, Hilary Cutler - Manager of Community Wellness, Brandon Hazelton - Communications Coordinator

REGRETS: Matthew Shoemaker - BOH Member

1.0 Meeting Called to Order

- a. Land Acknowledgment
- b. Declaration of Conflict of Interest - no conflicts declared
- c. Roll Call

2.0 Adoption of Agenda

**RESOLUTION
2023-21**

Moved: D. Graystone
Seconded: L. O'Neill

THAT the Board of Health agenda dated March 22, 2023 be approved as presented.

CARRIED

3.0 Delegations / Presentations

a. Public Health Champion Awards

2022 Public Health Champion awards were awarded to recipients Connie Raynor-Elliott, Save Our Young Adults from Substance Use Disorder (SOYA), and Deron Barlow with Harvest Algoma.

4.0 a. Finance and Audit

i. Finance and Audit Committee Chair Report

RESOLUTION **Moved:** S. Trivers
2023-22 **Seconded:** S. Tassone

THAT the Finance and Audit Committee Chair Report for March 2023 be accepted as presented.

CARRIED

ii. Unaudited Financial Statements ending January 31, 2023

L. Dunseath provided an overview of the financial statements.

RESOLUTION **Moved:** L. Morrissette
2023-23 **Seconded:** D. Graystone

THAT the Board of Health approves the Unaudited Financial Statements for the period ending January 31, 2023, as presented.

CARRIED

5.0 Adoption of Minutes of Previous Meeting

RESOLUTION **Moved:** L. O'Neill
2023-24 **Seconded:** S. Tassone

THAT the Board of Health minutes dated February 22, 2023, be approved as presented.

CARRIED

6.0 Business Arising from Minutes

a. alPHa Winter Symposium Report

S. Hagman provided a summary of the Winter Symposium that she attended and the focus on mental health and recovery.

7.0 Reports to the Board

a. Medical Officer of Health and Chief Executive Officer Reports

i. MOH Report - March 2023

In her summary of the MOH report, J. Loo spoke about the theme of beginning again, relating to the current recovery phase of the emergency management cycle. She detailed the work underway to advance Algoma's public health needs, improving our programs' impact and effectiveness and growing and celebrating the organizational culture of learning and continuous improvement. These priorities are part of the Strategic Plan, and she highlighted steps taken by leadership and frontline staff to lay the foundation for the organization's work in this area.

ii. Strategic Plan Handout - will be posted in the Board Library for reference.

RESOLUTION **Moved:** J. Wildman
2023-25 **Seconded:** L. Morrissette

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

CARRIED

b. Governance Committee

i. Governance Committee Chair Report

D. Graystone provided a summary of the March 15, 2023 Governance Committee meeting.

RESOLUTION **Moved:** L. O'Neill
2023-26 **Seconded:** S. Trivers

THAT the Governance Committee Chair Report for March 2023 be accepted as presented.

CARRIED

ii. Policy 02-05-020 - Travel

RESOLUTION **Moved:** J. Hemphill
GOV 2023-27 **Seconded:** S. Tassone

THAT the Board of Health has reviewed and approves **Policy 02-05-020 - Travel** as presented.

CARRIED

iii. Policy 02-05-030 Board Member Code of Conduct

RESOLUTION **Moved:** L. O'Neill
GOV 2023-28 **Seconded:** S. Trivers

THAT the Board of Health has reviewed and approves **Policy 02-05-030 Board Member Code of Conduct** as presented.

CARRIED

iv. 02-05-080 Performance Evaluation for MOH CEO

RESOLUTION **Moved:** L. Morrissette
GOV 2023-29 **Seconded:** J. Hemphill

THAT the Board of Health has reviewed and approves **Policy 02-05-080 Performance Evaluation for MOH CEO** as presented.

CARRIED

v. Policy 02-05-085 Orientation Board Members

RESOLUTION **Moved:** L. O'Neill
GOV 2023-30 **Seconded:** S. Tassone

THAT the Board of Health has reviewed and approves **Policy 02-05-085 Orientation Board Members** as presented.

CARRIED

vi. 02-05-087 Board Member Terms of Office

RESOLUTION **Moved:** J. Wildman
GOV 2023-31 **Seconded:** D. Graystone

THAT the Board of Health has reviewed and approves **Policy 02-05-087 Board Member Terms of Office** as presented.

CARRIED

vii. 02-05-089 Chair Roles and Responsibilities

RESOLUTION **Moved:** S. Trivers
GOV 2023-32 **Seconded:** L. O'Neill

THAT the Board of Health has reviewed and approves **Policy 02-05-089 Chair Roles and Responsibilities** as presented.

CARRIED

viii. By-Law 15-01 To Provide for the Management of Property

RESOLUTION **Moved:** L. Morrissette
GOV 2023-33 **Seconded:** S. Trivers

THAT the Board of Health has reviewed and approves **By-Law 15-01 To Provide for the Management of Property** as presented.

CARRIED

8.0 New Business/General Business

Not applicable.

9.0 Correspondence

- a. Letter to the Minister of Health from Windsor-Essex County Health Unit regarding Physical Literacy for Healthy Children dated February 28, 2023.
- b. Letter to the Prime Minister of Canada from Northwestern Health Unit regarding Alcohol Health Warning Labels dated March 3, 2023.
S. Hagman asked for an update on alcohol health warning labels that was discussed in the February 2023 BOH meeting. J. Loo advised that the topic will be presented at the April or May BOH meeting.
- c. Letter to the Minister of Health and to the Minister of Intergovernmental Affairs, Infrastructure and Communities, from Peterborough Public Health Regarding Federal IAQ Advocacy dated March 3, 2023.
- d. Letter to the Minister of Health and to the Minister of Labour, Immigration, Training and Skills Development, Ontario, from Peterborough Public Health Regarding Provincial IAQ Advocacy dated March 8, 2023.
- e. Letter to the Minister of Health from alPHa regarding the 2022 Chief Medical Officer of Health Report dated March 9, 2023.

10.0 Items for Information

- a. **2022 Chief Medical Officer of Health Annual Report**
- b. **alPHa Information Break - March 2023**
- c. **alPHa Annual General Meeting** - BOH members are invited to attend.

11.0 Addendum

Not applicable.

12.0 In-Camera - 5:42 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

Moved: S. Trivers

2023-34

Seconded: L. Morrissette

THAT the Board of Health go in-camera.

CARRIED

13.0 Open Meeting - 5:46 pm

Resolutions resulting from in-camera meeting.

RESOLUTION

Moved: S. Trivers

2023-38

Seconded: S. Tassone

THAT the Board of Health approve renewal of the 2023 insurance coverage for Algoma Public Health.

CARRIED

14.0 Announcements / Next Committee Meetings:

Finance & Audit Committee

Wednesday, April 12, 2023 @ 5:00 pm

SSM Algoma Community Room | Video Conference

Board of Health

Wednesday, April 26, 2023 @ 5:00 pm

SSM Algoma Community Room | Video Conference

Board of Health Orientation & Governance PD

Saturday, April 29, 2023 @ 9:00 am

SSM Algoma Community Room | Video Conference

15.0 Evaluation - S. Hagman asked for BOH members to complete the survey.

16.0 Adjournment - 5:52 pm

RESOLUTION

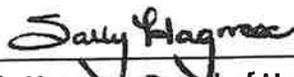
Moved: J. Hemphill

2023-39

Seconded: L. O'Neill

THAT the Board of Health meeting adjourns.

CARRIED



Sally Hagman, Board of Health Chair

April 26, 2023

Date



Tania Caputo, Board of Health Secretary

April 26, 2023

Date

LANARK
COUNTY

74

May 24th, 2023

**The Honourable David Lametti, PC, MP
Minister of Justice and Attorney General of Canada
284 Wellington Street
Ottawa, ON K1A 0A6**

via email and mail

Dear Mr. Lametti,

The Council of the County of Lanark wishes to express its support for legislative measures to help first responders from violence, particularly those found in Bill C-321.

Paramedics and other first responders provide an essential and valuable service in our community and often subject to increased levels of violence due to the nature of their jobs.

It is essential that all levels of government unite to demonstrate the importance of the safety and well-being of all first responders.

Sincerely,



Jasmin Ralph, Clerk
613-267-4200 ext. 1502

Cc: All Ontario Municipalities
Association of Municipalities of Ontario



7.5

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

DELIVERED VIA EMAIL

May 29th 2023

Re: Bell-Hydro Infrastructure

Dear Premier Ford,

Please be advised that at the Regular Council Meeting on May 24th 2023, the Town of Plympton-Wyoming Council passed the following motion, supporting the resolution from the Council of the Municipality of Tweed regarding Bell-Hydro Infrastructure.

Motion 10

Moved by Councillor Kristen Rodrigues

Seconded by Councillor John van Klaveren

That Council support item 'K' of correspondence from the Municipality of Tweed regarding Bell-Hydro Infrastructure.

Carried.

If you have any questions regarding the above motion, please do not hesitate to contact me by phone or email at dgiles@plympton-wyoming.ca.

Sincerely,

A handwritten signature in black ink, appearing to read "Denny Giles".

Denny Giles
Deputy Clerk
Town of Plympton-Wyoming

cc: Bob Bailey – MPP, Sarnia-Lambton
Association of Municipalities of Ontario
Bell Canada
Hydro One
All Ontario Municipalities

Municipality of Tweed Council Meeting
Council Meeting



Resolution No.

Title: Proposed Resolution Re: Bell-Hydro Infrastructure

Date: Tuesday, May 9, 2023

Moved by J. Palmateer

Seconded by J. DeMarsh

WHEREAS poles are essential for deployment of telecommunication and hydro networks across the Province of Ontario;
AND WHEREAS the coordination of pole infrastructure between stakeholders is necessary to limit duplication of servicing infrastructure;
AND WHEREAS the Canadian Radio-Television and Telecommunications Commission recently set expediated timelines for large telephone companies to provide competitors with access to poles to roll out networks more efficiently leading to more competition across Canada;
AND WHEREAS provincial and territorial government are being encouraged to coordinate with service providers and other stakeholders to facilitate sound network deployment;
NOW THEREFORE BE IT RESOLVED that the Municipality of Tweed calls on the Province of Ontario to facilitate, coordinate, and regulate pole deployment measures across the Province of Ontario to prevent unnecessary duplication of pole infrastructure;
AND FURTHER, that the Province of Ontario encourage Bell Canada and Hydro One to work together to provide access for poles to better service the infrastructure needs of Ontarians;
AND FURTHER, that this motion be circulated to the Premier of Ontario, the Association of Municipalities of Ontario (AMO), MPP Ric Bresee, all Ontario Municipalities for support, Bell Canada, Hydro One.

Carried



CLEARVIEW

7.6

May 31, 2023

C00.2023

Premier of Ontario
Legislative Building
Queens Park
Toronto, ON, M7A 1A4

Re: Declaring Intimate Partner Violence an Epidemic

Please be advised that Council of the Township of Clearview, at its meeting held on May 29, 2023, passed a resolution supporting the correspondence/resolution from Prince Edward County regarding declaring intimate partner violence an epidemic:

Moved by Councillor Broderick, Seconded by Councillor Dineen, Whereas the jury that adjudicated the Carol Culleton, Anastasia Kuzyk and Nathalie Warmerdam Inquest (The Renfrew Inquest) issued 86 recommendations to the Province of Ontario on Intimate Partner Violence; and

Whereas recommendation #1 of the Inquest is for the Province of Ontario to declare Intimate Partner Violence an epidemic; and

Whereas every six days in Canada a woman is killed by her intimate partner, and rural areas see an increased risk of Intimate Partner Violence; and

Whereas this past year in Ontario, 52 women or one every week, were victims of femicide, and in Prince Edward County, 233 domestic violence investigations in 2022 were led by the OPP, and service provision by Alternatives for Women was provided to over 100 women and their children per year in the community; and

Whereas violence against women costs the national justice system, health care systems, social service agencies, and municipalities billions of dollars per year; and municipalities are on the front lines in addressing gender-based violence; and

Whereas the Council of the Corporation of the County of Prince Edward has recognized that issues of violence against women in rural communities are of local importance to the health and wellness of our residents, and has demonstrated this by including it as a pillar in our Community Safety and Well-Being Plan;

Therefore Be It Resolved that the Council of the Corporation of the Township of Clearview recognizes that:



CLEARVIEW

- the Renfrew Inquest is important to all rural communities;
- Council is committed to engaging with community partners to educate and support our residents about the seriousness and long-term consequences of gender-based violence in our community; and,

That the Council of the Corporation of the Township of Clearview declares, in accordance with Recommendation #1 of the Renfrew Inquest, that Intimate Partner Violence and Violence Against Women are epidemic; and

Be It Further Resolved That this resolution be circulated to all 444 municipalities of Ontario, The Hon. Doug Ford, Premier of Ontario, The Hon. Charmaine A. Williams, Associate Minister of Women's Social and Economic Opportunity, Simcoe Grey MPP, Brian Saunderson, the Association of Municipalities of Ontario and the Federation of Canadian Municipalities. Motion Carried.

If you have any questions regarding the above, please do not hesitate to contact the undersigned.

Regards,

Sasha Helmky, B.A., Dipl. M.A., AOMC
Clerk/Director of Legislative Services

cc: All Ontario Municipalities
The Hon. Charmaine A. Williams
Brian Saunderson, MPP Simcoe-Grey
Association of Municipalities of Ontario
Federation of Canadian Municipalities



ALAMOS GOLD INC.

ISLAND GOLD

May 29, 2023

Dear Business Partner,

It is that time of year that Island Gold Mine's Annual Golf Tournament will be held on **Friday August 18th, 2023**, and we are once again looking for the support of our business partners to make our tournament a memorable one.

Our past tournaments turned out to be successful and in part due to your valuable support and donations. We therefore want to take the opportunity to thank you and ask for your continued support for this year's tournament. Please note that our deadline for all donations is August 11th, 2023.

On behalf of Island Gold Mine employees, we offer you our sincere greetings and thank you in advance for your generosity.

Shipping Address:

Attn: Isabella Imperatori/HR Assistant
ALAMOS Island Gold Mine
15 Goudreau Road Box 456
Dubreuilville, ON P0S 1B0

Contact name: Isabella Imperatori - HR Assistant

Email: Isabella.imperatori@alamosgold.com

Phone: (705) 884-2805 Ext.: 2365

Island Gold Mine Site
Goudreau Road, P.O. Box 456
Dubreuilville, ON P0S 1B0
Phone: 705-884-2805 Fax: 705-884-1608
www.alamosgold.com



Council Report

From: Patrick Sigouin, Fire Chief **Date:** June 7, 2023

Subject: New logo for the Dubreuilville Volunteer Fire Department

Purpose: To replace the old logo and standardize the design on all emergency vehicles.

Recommendation: Whereas that the Council of the Corporation of the Township of Dubreuilville hereby authorizes to accept to cover the cost of a new logo design for the Fire Department and the replacement of all the old decals.

Analysis: With the donation of the newer fire truck by Alamos Gold Inc., we thought it be a good idea to revamp the outdated Fire Department logo and standardize the design on all our emergency vehicles. At the same time, we will be replacing the decal on the fire station garage door, which is peeling off. The new logo has been designed and will be installed by Laird Signs Designs once the new fire truck arrives in Dubreuilville, which is expected to be sometime this summer. We also have the new logo in various formats, which we will be able to use for future projects.

Financial: The estimate in the amount of \$5,511.28 is for the creation of the design in various formats, the decals for all our emergency vehicles and fire hall, the removal of the old decals, as well as the installation of the new one and the travelling expenses for Laird Signs Designs team to come do the installation.

We look forward to a positive response to our request, thank you!

Patrick Sigouin
Fire Chief

Shelley B. Casey
CAO-Clerk



Please check spelling. We will not be responsible for spelling errors once approval to proceed to final product is received.

"This is an original unpublished design created by Laird Signs. Any design and/or lettering created for this project are the intellectual property of Laird Signs and remain the copyright protected property of the same. They are presented for the sole purpose of customer consideration and approval in connection with a project being planned for you by Laird Signs only.

They are not to be shown outside of your organization or used in conjunction with the obtaining of other competitive bids. They may NOT be reproduced in any medium for any purpose without the expressed written permission of Laird Signs. Any infringement of this drawing will be vigorously pursued to the fullest extent of legal remedy. Laird Signs will be reimbursed \$500.00, for the time and effort in the research and design of this project, for each occurrence of infringement."

Laird
Signs - Designs

info@lairdsigns.com | www.lairdsigns.com | ph: 705.843.2514 | fax: 705.843.2656 | t.free: 1.877.766.7446

Council Board Report



9.1 list A

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

Date Range: 26-May-2023 to 14-Jun-2023
Sequence by: Cheque/EFT#
Fund No. Masked: No

Vendor Name	Chq./EFT#	Chq./EFT Date	Purpose	Amount Allocated to Fund
Roy,Huguette	6719	26-May-2023	Admin - CIPEG Payment - Accessibility Improver	1,150.88
TREMBLAY,BRIGITTE	6720	26-May-2023	Admin - CIPEG Payment - Facade Improvement	2,000.00
Algoma District School Board	6721	14-Jun-2023	Education Taxe - June 2023 - Public English	25,948.18
Algoma District Services Administration Board	6722	14-Jun-2023	Municipal Levy - June 2023	12,403.58
Algoma Public Health	6723	14-Jun-2023	2nd Quarter - Levy 2023 - April to June 2023	5,823.25
Belisle,Daniel	6724	14-Jun-2023	Kubota Tractor - Supplies - Paint for Tractor Raki	121.30
Blais,René	6725	14-Jun-2023	Public Work Department - Cell Phone Usage - Apr	75.00
Bouchard,Suzanne	6726	14-Jun-2023	Admin - Cell Phone Usage - Apr to Jun 2023	135.00
Breton SmarTek	6727	14-Jun-2023	Fire Department - Fire Q subscription Service	1,017.00
B. Casey,Shelley	6728	14-Jun-2023	Admin - Cell Phone Usage - Apr to Jun 2023	541.00
Castonguay,Renaud	6729	14-Jun-2023	Recycling - May 3/23	500.00
Cliffe Printing Inc.	6730	14-Jun-2023	Admin - Brigitte Tremblay - Business Card	106.22
Croft,Chantal	6731	14-Jun-2023	Economic Development - Cell Phone Usage - Ap	135.00
CSC du Nouvel-Ontario	6732	14-Jun-2023	Education Taxe - June 2023 - French Seperate	4,929.34
CONSEIL SCOLAIRE PUBLIC DU GRAND NORD DE L'OI	6733	14-Jun-2023	Education Taxe - June 2023 - Public French	2,495.38
DECHAMPLAIN,FRANCIS	6734	14-Jun-2023	Public Work Department - Cell Phone Usage - Apr	135.00
DG Excavating	6735	14-Jun-2023	Water Distribution - Labour - Repair Water Servic	847.50
E 4 M	6736	14-Jun-2023	Admin - Supplies - New Policies	169.50
Encompass IT . ca	6737	14-Jun-2023	Admin - Buying - Monitor & LED Display & Cable	890.44
Pascale Gamache,	6738	14-Jun-2023	Admin - Cell Phone Usage - Apr to Jun 2023	75.00
Hemphill,Julila	6739	14-Jun-2023	Councillor Hemphill - Cell Phone Usage - Apr to ,	75.00
HSCD School Board	6740	14-Jun-2023	education Taxe - June 2023 - English Seperate	6,401.24
J.Provost Contracting Ltd.	6741	14-Jun-2023	Loose Top - Labour - Pick up & Travel Time & Ex	58,015.34
Kresin Engineering Corporation	6742	14-Jun-2023	Landfill Site - Misc Service Professional - Annual	16,148.84
Lacroix Entreprises Ltd.	6743	14-Jun-2023	Complexe & Garage - Supplies - Tape & Ties	4,161.66
Levesque,Luc	6744	14-Jun-2023	Councillor Levesque - Cell Phone Usage - Apr to	75.00
Lévesque,Casandra	6745	14-Jun-2023	Admin - Cell Phone Usage - Apr to Jun 2023	218.08
Levesque,Krystel	6746	14-Jun-2023	Councillor Levesque - Cell Phone Usage - Apr to	75.00
N1 STRATEGY INC.	6747	14-Jun-2023	Economic Development - Misc Service Professio	10,711.75
Nadeau,Sylvie	6748	14-Jun-2023	By-Law Enforcement - Supplies - Engraved Door	66.00
Nantel Beverly,	6749	14-Jun-2023	Mayor - Cell Phone Usage - Apr to Jun 2023	195.00
Nolan,Amanda	6750	14-Jun-2023	Municipal Law Enforcement Officer - Cell Phone	135.00
Northern Allied Supply Steel	6751	14-Jun-2023	Loose Top - Supplies - Steel for Rake	690.40
NORTH STAR FUSION LTD.	6752	14-Jun-2023	Case Loader - Labour - Weld Quick Attachment I	2,980.66
Ontario Clean Water Agency	6753	14-Jun-2023	Water Well Supply & Wastewater - May 2023	14,066.33
Perth,Hélène	6754	14-Jun-2023	Councillor Perth - Cell Phone Usage - Apr to Jun	75.00
Pinel,Steeve	6755	14-Jun-2023	Fire Department - Captain Service - Apr to Jun 21	125.00
Linde Canada Inc.	6756	14-Jun-2023	Garage - Cylinder Rental - May 2023	48.18
Gendron,Nathalie	6757	14-Jun-2023	Admin - Cell Phone Usage - Apr to June 2023	75.00
R.C.M.D. a Division of Pioneer Construction Inc.	6758	14-Jun-2023	Landfill Site - Dozer & Excavator Rental	2,949.30
Robin,Bélangier	6759	14-Jun-2023	Fire Department - Captain Service - Apr to Jun 21	125.00
Sigouin,Patrick	6760	14-Jun-2023	Fire Chief - Cell Phone Usage - Apr to Jun 2023	105.00
Sonier,Stéphanie	6761	14-Jun-2023	Prevention Officer Service - Apr to Jun 2023	500.00
TREMBLAY,BRIGITTE	6762	14-Jun-2023	Admin - Cell Phone Usage - Apr to Jun 2023	115.00
Umbrasas,Madelaine	6763	14-Jun-2023	Rec Department - Labour - Repair 3 Overalls	30.00
TOWNSHIP OF WAWA	6764	14-Jun-2023	Public Work - Buying GPS system	5,681.98
Total:				183,343.33

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: 15-Jun-2023 to 15-Jun-2023
Sequence by: Cheque/EFT#
Fund No. Masked: No

Vendor Name	Chq./EFT#	Chq./EFT Date	Purpose	Amount Allocated to Fund
Adobe	2029	15-Jun-2023	Public Work Department - Buying - Adobe Acrobat	29.37
Algoma Power Inc.	2030	15-Jun-2023	Hydro - April 2023 - Street Lights	1,253.63
Amazon.ca	2031	15-Jun-2023	Admin - Supplies - Stamp	86.80
Bell Canada	2032	15-Jun-2023	Monthly Service - May 22 to June 21/2023 - Wat	124.53
Best Western	2033	15-Jun-2023	By-Law Enforcement - Tra. Exp.- Property Stand:	806.13
Canada Post Corporation	2034	15-Jun-2023	By-Law enforcement - Supplies Postage - Regist	24.46
Costco	2035	15-Jun-2023	Admin - Supplies Coffee - Pods & Coffee-Mate &	239.45
Donald L. Davidson Fuels Ltd.	2036	15-Jun-2023	Garage - Supplies Fuel - June 2/2023	416.14
Druide Informatique Inc.	2037	15-Jun-2023	Admin - Buying - Antidote	101.64
Dubreuilville Broadband	2038	15-Jun-2023	Admin - Internet Sevice - June 2023	5,650.00
Eternal Monuments	2039	15-Jun-2023	Cemetery - Angel Model 262 & Angel model 133	12,430.00
FOTENN Consultants Inc.	2040	15-Jun-2023	Planning / Zoning - Misc Service Professional - A	805.13
Graph X Design	2041	15-Jun-2023	A/R - Cadeau - Sue	217.38
Internic.ca	2042	15-Jun-2023	Admin - Internic - Website Domain 2023	56.50
Laird Signs	2043	15-Jun-2023	Fire Vehicle & Fire Hall- Signs & Lettering	3,098.32
LOL Resto Bar	2044	15-Jun-2023	Public Work- Supplies - Meal	70.32
Minister of Finance	2045	15-Jun-2023	OPP Service - April 2023	9,602.00
NORTHROUTE FUELS	2046	15-Jun-2023	Kubota Tractor - Supplies Diesel - May 17/2023	1,311.77
O.M.E.R.S.	2047	15-Jun-2023	OMERS - Remittance - May 2023	11,573.96
Royal Bank - Visa	2048	15-Jun-2023	Admin - Annual Fees - June 2023 BT	50.00
Staples Business Depot	2049	15-Jun-2023	Admin & By-Law Enforcement - Supplies Office -	1,274.59
Staples Business Depot	2050	15-Jun-2023	Admin - Supplies Office - Stamps	96.24
Triton Canada Inc.	2051	15-Jun-2023	Admin - Criminal Record Check (MNR)	45.14
UnitedCloud Inc.	2052	15-Jun-2023	Monthly Service - May 2023	346.87
Total:				49,710.37



10.1

By-Law No. 2023-41

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 June 14, 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 June 14, 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 June 14, 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 14th day of June 2023.

MAYOR

CAO-CLERK

By-Law No. 2023-36

Being a By-law to implement an Administrative Monetary Penalty System (AMPS) in the Corporation of the Township of Dubreuilville, as permitted under the Municipal Act and will be referred to as the “AMPS By-Law”

WHEREAS the Council of the Township of Dubreuilville, pursuant to Sections 8, 9 and 10 of the *Municipal Act*, is implementing an Administrative Monetary Penalty System (referred to as the AMPS Program) that will allow the municipality to govern its affairs, respond to municipal issues; while at the same time – ensuring accountability, transparency and protection of persons and property within the Municipality; and

WHEREAS Sections 23.1, 23.2, 23.3 and 23.5 of the *Municipal Act, 2001* authorizes the municipality to delegate its administrative and hearing powers; and

WHEREAS Section 391 of Part XII of the *Municipal Act* enables a municipality to pass By-laws for imposing fees or charges for permits and services provided or done by them; and

WHEREAS Section 434.1 of the *Municipal Act* allows a municipality to impose a system of administrative monetary penalties and fees as a means of encouraging compliance with designated By-laws; and

WHEREAS pursuant to Section 434.2 of the *Municipal Act*, provides that an Administrative Penalty imposed by the municipality on a person constitutes a debt of the person to the municipality; and

WHEREAS Section 391 of the *Municipal Act*, authorizes a municipality to pass by-laws imposing fees or charges for services or activities provided or done by or on behalf of it;

WHEREAS the Council of the Corporation of the Township of Dubreuilville deems it desirable to implement an Administrative Monetary Penalty System (AMPS) Program including penalties and fees for designated Municipal By-laws, or portions of designated Municipal By-laws.

NOW THEREFORE the Council of the Corporation of the Township of Dubreuilville, a municipal corporation pursuant to the *Municipal Act, 2001*, as amended enacts as follows:

1. SHORT TITLE

1.1 This By-law may be referred to as the “AMPS by-law” for Designated By-laws and approved Administrative Penalties.

2. DEFINITIONS

For the purposes of this By-law:

2.1. **Administrative Fee** refers to any fee defined in a Designated By-law, or set out in the Fees & Charges By-law, as amended from time to time;

2.2. **Administrative Penalty (AMP)** refers to a financial penalty set out in Schedule 'A' attached to this By-law, as amended from time to time, as authorized under section 434.1 (1) of the *Municipal Act*, 2001, S.O. 2001, c. 25, issued to a person, property, vehicle, or owner of a vehicle, where there has been a contravention of or failure to comply with any provision of a Designated By-law;

2.3. **Administrative Monetary Penalty System (AMPS Program)** refers to the program that the Township has implemented to encourage compliance with Designated By-laws and provide accountability, which includes financial penalties, administrative fees, review for penalties received, and policies and procedures administered by the Township;

2.4. **Authorized Representative** means someone appearing on behalf of a person in accordance with a written authorization provided upon request to the Director, and who is not required to be licensed by any professional body;

2.5. **By-law Enforcement Officer** means a municipal law enforcement officer of the Corporation of the Township of Dubreuilville who is dually appointed by Council of the Corporation for the purpose of enforcing the provisions of the Corporation's By-laws.

2.6. **CAO-Clerk** means the Municipal Clerk, their delegate, or anyone designated by the CAO-Clerk to perform duties for the Corporation of the Township of Dubreuilville;

2.7. **Council** means the Council of the Corporation of the Township of Dubreuilville;

2.8. **Corporation** means a body incorporated pursuant to the *Business Corporations Act*, R.S.O. 1990 c. B. 16, or the *Corporations Act*, R.S.O. 1990 c. C. 38;

2.9. **Date or Day** means any calendar day;

2.10. **Date of Contravention** means the date on which there was an alleged contravention of a Designated By-law, which may be different from the date of issuance and/or the effective date if the Penalty Notice is served on a date that is after the date of contravention;

2.11. **Date of Issuance** means the date on which the Penalty Notice was completed and served according to subsection 8 of this By-law;

2.12. **Designated By-law** means a By-law, or part or provision of a by-law, that is designated under this or another by-law, and is listed in Schedule "A" attached to this By-law to which the AMP applies;

2.13. **Director** means the Director of Building & By-law Services for the Township and his or her designate or successor;

2.14. **Effective Date** means the date on which service of a Penalty Notice is deemed to be effective in accordance with Section 8 of this By-law;

2.15. **Fee** means a fee payable under the Fees & Charges By-law, as amended from time to time, and is not prorated;

2.16. **Hearing Decision** means a notice which contains the decision made by a Hearing Officer;

2.17. **Hearing Non-Appearance Fee** means an Administrative Fee under the User Fees & Charges By-law, as amended from time to time, in respect of a person's failure to appear at the time and place scheduled for a hearing before the Hearing Officer;

2.18. **Hearing Officer** means any person appointed by the Township, from time to time, to perform the functions of a Hearing Officer in accordance with this By-law;

2.19. **Holiday** means a Saturday, Sunday and any statutory holiday in the Province of Ontario or any day on which the office of the Township is officially closed for business;

2.20. **Late Payment Fee** means an Administrative Fee under the User Fees & Charges By-law, as amended from time to time, in respect of a person's failure to pay an Administrative Penalty within the time prescribed in this By-law;

2.21. **NSF Fee** means an Administrative Fee under the User Fees & Charges By-law, as amended from time to time, in respect of any payment to the Township from a person, for which there are insufficient funds available, or the transaction is declined;

2.22. **Officer** means a Police Officer, Fire Inspector, Building Official, Municipal Law Enforcement Officer or their authorized designate to enforce Township By-laws;

2.23. **Owner** means the person whose name appears on one or more of the following:

- a) Property Roll Number or Land registry document;
- b) Corporation ownership documents;
- c) Vehicle permit as licensed by the Ontario Ministry of Transportation;

2.24. **Penalty Notice** means a notice given to a person as described in this By-law;

2.25. **Penalty Notice Number** means the reference number specified on the Penalty Notice that is unique to that Penalty Notice, pursuant to this By-law;

2.26. **Person** includes an individual or a business name, sole proprietorship, corporation, partnership, or limited partnership, or an authorized representative thereof, and, in relation to vehicle, parking or traffic-related contraventions, whose name appears on the vehicle permit as provided by the Ontario Ministry of Transportation, If the vehicle permit consists of a vehicle portion and license plate portion, and different Persons are named on each portion, the person whose name appears on the license plate portion, as provided by the Ontario Ministry of Transportation, is the Person for the purposes of this By-law;

2.27. **Plate Denial Fee** means an Administrative Fee under the User Fees & Charges By-law as amended from time to time, in respect to a person's failure to pay within the time prescribed prior to a request for plate denial, in accordance with this By-law;

2.28. **Regulation** means Ontario Regulation 333/07 under the *Municipal Act*;

2.29. **Request for Review by Hearing Officer** means the request which may be made in accordance with this By-law for the review of a Screening Decision;

2.30. **Request for Review by Screening Officer** means the request made in accordance with this By-law for the review of a Penalty Notice;

2.31. **Screening Decision** means a notice which contains the decision of a Screening Officer, as set out in Section 6 in this By-law;

2.32. **Screening Non-Appearance Fee** means an Administrative Fee under the User Fees & Charges By-law, as amended from time to time, in respect of a person's failure to appear at the time and place scheduled for a screening before a Screening Officer;

2.33. **Screening Officer** means any person appointed by the Township for time to time, to perform the functions of a Screening Officer pursuant to this By-law;

2.34. **Township** means the Corporation of the Township of Dubreuilville in the District of Algoma.

3. APPLICATION

3.1. The Designated By-laws, or portions of Designated By-laws, listed in Schedule "A" of the By-law sets out the Administrative Penalties and may include short form language used on Penalty Notices for the contravention of Designated By-laws.

3.2. Fees imposed for the purposes of this By-law shall be set out in the User Fees & Charges By-law, as amended from time to time.

3.3 Screening Officers and Hearing Officers conducting a review or appeal under this By-law do not have jurisdiction to consider any question relating to the validity of a statute, regulation or by-law including but not limited to the constitutional applicability or operability of any statute, regulation, or By-law.

4. PENALTY NOTICE

4.1. Every person who contravenes a Designated By-law shall, upon issuance of a Penalty Notice, be liable to pay the Township an Administrative Penalty in an amount specified in Schedule 'A' to this By-law.

4.2. An Officer who has reason to believe that a person has contravened any Designated By-laws may issue a Penalty Notice to that person.

4.3. A Penalty Notice shall include the information, as applicable:

- a) Date of violation;
- b) The Penalty Notice date;
- c) A Penalty Notice Reference Number;
- d) The date on which the Administrative Penalty is due and payable, fifteen (15) days from service of the Penalty Notice;
- e) The identification number and signature of the Officer;
- f) The contravention working as listed in the attached Schedules, or other particulars reasonably sufficient to indicate the contravention;
- g) The amount of the Administrative Penalty;
- h) Payment options;
- i) Timelines for payment of Administrative Penalty or applicable Administrative Fee(s);
- j) Such additional information as the Director determines is appropriate, respecting the process by which a person may exercise the right to request a Screening Review of the Administrative Penalty; and
- k) A statement advising that an unpaid Administrative Penalty, including any applicable Administrative Fee(s), will constitute a debt of the person to the Township unless cancelled pursuant to Screening Review or Hearing process.

4.4. In addition, to the service methods provided in Section 8 "Service of Documents" of this By-law, an Officer may serve the Penalty Notice on a person by:

- a) Affixing it to the vehicles in a conspicuous place at the time of a parking or traffic-related contravention; or
- b) Delivering it personally to the person;
 - i. When relating to a parking or traffic-related contravention, the person having care and control of the vehicle at the time of the contravention, within seven (7) days of the contravention; or
 - ii. For all other contraventions, within fifteen (15) days of the contravention.

4.5. No Officer may accept payment of an Administrative Penalty or Administrative Fee.

4.6. A person who is served with a Penalty Notice and who does not pay the amount of the Administrative Penalty on or before the date on which the Administrative Notice is due and payable, shall also pay the Township any applicable Administrative Fee(s).

4.7. A person who has been issued a penalty notice shall:

- a) pay the Administrative Penalty within fifteen (15) days; or
- b) no later than fifteen (15) days after the Effective Date, request the Administrative Penalty be reviewed by a Screening Officer in accordance with Section 6.

5. VOLUNTARY PAYMENT OF PENALTY NOTICE

5.1. Where a Penalty Notice has been paid, the Penalty Notice shall not be subject to any further review.

5.2. A Penalty Notice shall be deemed to have been paid when the amount and all fees prescribed in this By-law have been paid.

6. REVIEW BY SCREENING OFFICER

6.1. A person who is served with a Penalty Notice may request that the Administrative Penalty be reviewed by a Screening Officer and shall do so before the effective date which the Administrative Penalty is due and payable.

6.2. If a person has not requested a Screening Review on or before the date on which the Administrative Penalty is due and payable, the Person may request that a Screening Officer extends the time to request a Screening Review to a date no later than forty-five (45) days after the Penalty Notice Date.

6.3. A person's right to request an extension of time for a Screening Review expires, if it has not been exercised, on or before fifteen days after the effective date, at which time:

- a) The person shall be deemed to have waived the right to request a Screening Review or request an extension of time for a Screening Review;
- b) The Administrative Penalty shall be deemed to be confirmed; and
- c) The Administrative Penalty shall not be subject to any further review, including a review by any Court.

6.4. A person's request for Review by a Screening Officer or request for an extension of Time to request a Screening Review are exercised by a submission in writing, in the prescribed form and in accordance with the directions on the prescribed form.

6.5. A request for review by Screening Officer or request for an extension of time to

request a Screening Review shall be served in accordance with the provisions of Section 8 of this By-law.

6.6. The Officer may grant a request to extend the time to request a Screening Review where a person demonstrates, to the satisfaction of the officer, that the existence of extenuating circumstances prevented the filing of the request within the prescribed timeline.

6.7. Where an extension of time to request a Screening Review is not granted by the Officer, the Administrative Penalty and any applicable Administrative Fee(s) are deemed to be confirmed. Notice of this decision will be provided by the director to the person in accordance with Section 8.

6.8. Where an extension of time to request a Screening Review is granted by the Officer, or when a Screening Review has been requested in accordance with this Section, notice of an Appointment for Screening Review will be provided in accordance with Section 8.

6.9. Where a person fails to attend at the time and place scheduled for a Screening Review of an Administrative Penalty, or fails to provide requested documentation in accordance with a request by a Screening Officer:

a) The person shall be deemed to have abandoned the request for a Screening Review of the Administrative Penalty;

b) The Administrative Penalty as set in the Penalty Notice shall be deemed to be confirmed, and is payable no later than;

i. The date scheduled; or

ii. Thirty (30) days after the Penalty Notice's Effective Date, whichever date is later;

c) The Administrative Penalty shall not be subject to any further review, including a review by any Court; and

d) The person shall pay the Township a Screening Non-Appearance Fee, MTO fee, if applicable, and any other applicable Administrative Fee(s).

6.10. After considering a request to review, a Screening Officer may:

a) Affirm the Administrative Penalty;

d) Cancel, reduce, or extend the time for payment of the Administrative Penalty, including any Administrative Fee(s), where the Screening Officer is satisfied that doing so would maintain the general intent and purpose of the Designated By-law, and/or any of the following circumstances exist:

- i. Defective form or substance on the Penalty Notice;
- ii. Service of the Penalty Notice did not occur in accordance with Section 8; or
- ii. Undue financial hardship.

6.11. The Screening Officer may request such information from a person as the Screening Officer considers relevant to a request to review.

6.12. A Screening Officer shall inform a person of his or her decision at the conclusion of a review.

7. APPEAL TO HEARING OFFICER

7.1. A person may request an appeal of a Screening Officer's decision by attending at the location or locations as specified on the Penalty Notice no later than fifteen (15) days after the date on which the Screening Officer's decision is given to them.

7.2. Despite subsection 7.1, a person may request that a Hearing Officer extend the time to appeal from sixteen (16) days to no later than thirty (30) days after the Screening Officer's decision has been given to them, if the person demonstrates, on a balance of probabilities, the existence of extenuating circumstances that prevented the person from appealing in accordance with subsection 7.1.

7.3. The Hearing Officer may request such information for a person as the Hearing Officer considers relevant to a request to extend the time to appeal.

7.4. A person's right to request an extension of time for a Hearing Appeal expires, if it has not been exercised, on or before thirty (30) days after the Screening Decision date, at which time:

- a) The person shall be deemed to have waived the right to request an appeal by a Hearing Officer or request an extension of time for an appeal by a Hearing Officer;
- b) The Screening Decision is confirmed; and
- c) The Administrative Penalty shall not be subject to any further review, including a review by any Court.

7.5. A person's request for appeal by a Hearing Officer or request for an extension of time to request a review by a Hearing Officer are exercised by a submission in writing, in the prescribed form and in accordance with the directions on the prescribed form.

7.6. A request for an appeal by a Hearing Officer or a request for an extension of time to request an appeal by a Hearing officer shall only be scheduled by the Officer if the person makes the request on or before the dates established by Section 7(1) of this By-law.

7.7. The Officer may grant a request to extend the time to request an appeal by a Hearing Officer only where the person demonstrates, to the satisfaction of the Officer in his/her sole discretion that they were not served in accordance with Section 8.

7.8. Where a person fails to attend at the date, time and place scheduled in accordance with subsection 7.1 for a Hearing:

- a) The person shall be deemed to have abandoned the request for an appeal of the Hearing;
- b) The Screening Officer's decision and the Administrative Penalty and any Administrative Fee(s) shall be deemed to be confirmed;
- c) The Administrative Penalty and any Administrative Fee(s) is payable no later than:
 - i. The date as determined by the Screening Officer;
 - ii. The date scheduled; or
 - iii. Thirty (30) days after the date of the Screening Officer's decision, whichever date is later.
- d) The person shall pay to the Township a Hearing Non-Appearance fee, Late Payment fee, MTO Fee if applicable, and any other applicable Administrative Fee(s).
- e) The Administrative Penalty is not subject to any further review or appeal by any Court.

7.9. The *Statutory Powers Procedure Act* applies to the consideration of an appeal by a Hearing Officer.

7.10. The Hearing Officer may request such information from a person as the Hearing Officer considers relevant to considering an appeal.

7.11. After considering an appeal, including hearing from the parties, a Hearing Officer may decide to:

- a) Affirm the Administrative Penalty;
- b) cancel, reduce or extend the time for payment of the Administrative Penalty, including Administrative Fee(s), on the following grounds:
 - i. There is reason to doubt the person contravened the Designated By law;
 - ii. The person took all reasonable steps to prevent the contravention; or
 - iii. The cancelation, reduction, or extension of time for payment is necessary to relieve undue financial hardship.

7.12. In addition to anything else that is admissible as evidence at an appeal in accordance with the *Statutory Powers Procedure Act*, the following are admissible evidence as proof of the facts certified in them, in the absence of evidence to the contrary:

- a) A statement of an Officer respecting a contravention;
- b) A copy of a document, including but not limited to a photograph taken by an Officer, respecting a contravention;
- c) A statement from an Officer that he or she served a document, with the date and method of service indicated.

7.13. If certified evidence referred to in subsection 7.9 is being admitted as evidence at an appeal, the Hearing Officer shall not adjourn the appeal for the purpose of having the Officer attend to give evidence unless the Hearing Officer is satisfied that the oral evidence of the Officer is necessary to ensure a fair appeal.

7.14. A Hearing Officer shall give the written decision to the Person at the conclusion of the Hearing.

7.15. If a Hearing Officer's decision affirms, reduces, or extends the time to pay an Administrative Penalty, the Administrative Penalty and any Administrative Fee(s) is payable no later than:

- a) The date as determined by the Hearing Officer;
- b) The date of the Hearing Officer's decision; or
- c) Thirty (30) days after the Screening Officer's decision, whichever date is later.

7.16. If a person who has been given a Screening Officer's decision has not acted in accordance with subsections 7.1, 7.2, and 7.3, then:

- a) They are deemed to have waived their right to appeal;
- b) The Screening Officer's decision is affirmed;
- c) The Administrative Penalty and any Administrative Fee(s) is payable no later than:
 - i. The date as determined by the Screening Officer; or
 - ii. Thirty (30) days after the date of the Screening Officer's decision, whichever date is later; and
- d) The Administrative Penalty is not subject to any further review or appeal to the Township (reference to *Statutory Powers Procedure Act, R.S.O. 1990, c. S.22.*)

7.17. If a Hearing Officer does not extend a person's time to appeal under subsections 7.2 and 7.3, then:

- a) The Screening Officer's decision is affirmed;
- b) The Administrative Penalty and any Administrative Fee(s) is payable no later than:
 - i. The date as determined by the Screening Officer;
 - ii. The date of the Hearing Officer's decision; or
 - iii. Thirty (30) days after the date of the Screening Officer's decision, whichever date is later; and
- c) The Administrative Penalty is not subject to any further review or appeal by any Court.

8. SERVICE OF DOCUMENTS

8.1. The Township may serve any document, notice or decision, including a Penalty Notice pursuant to this By-law, including but not limited to a penalty notice, within thirty (30) days of becoming aware of an alleged offence of a Designated By-law, by one (1) or more of the following:

Method of Service	Date of Issuance	Effective Date
Personally	Date given to person	Same as Date of Issuance
Leave / post at address	Date left at address	Same as Date of Issuance
Fax / Email	Date fax/email is sent	Same as Date of Issuance
Regular / Registered Mail	Date of mailing	Five (5) days after date of mailing

8.2. A person's last known number or address includes the number or address provided by the Person to the Township during any transaction between the Township and the Person, or the information included in the property tax file.

8.3. If a notice document that has been given or delivered to a person under this By-law is mailed to the person at the person's last known address appearing on the records of the Township as part of a proceeding under this By-law, or sent electronically to an email address that was provided by the person, there is a rebuttable presumption that the notice or document is given or delivered to the person.

8.4. In addition to the service of documents provided for under subsection 8.1, an Officer may serve the penalty notice for a contravention of a Designated By-law respecting the parking, standing, or stopping of vehicles on the person who is the owner of the vehicle by:

- a) Affixing the penalty notice to the vehicle in a conspicuous place; or
- b) Giving it personally to the person who has care or control of the vehicle, at the time of contravention.

8.5. When a Penalty Notice is served under subsection 6.4, the date of issuance and effective date shall be one in the same.

9. ADMINISTRATION

9.1. The Officer, their delegate, or anyone designated by the Township shall administer this By-law and establish any additional policies and procedures necessary to implement this By-law and may amend such policies and procedures from time to time as they deem necessary, without amendment to this By-law.

9.2. The Officer, their delegate, or anyone designated by the Township shall prescribe all forms and notices, including the Penalty Notice, necessary to implement this By-law and may amend such forms and notices from time to time as they deem necessary, without amendment to this By-law.

9.3. The Officer, their delegate, or anyone designated by the Township shall establish and approve any additional policies, procedures, or by-laws for the appointment of Screening Officer(s) and Hearing Officer(s) for the purposes of the administration of this By-law, its Designated By-laws, or portions thereof.

9.4. An Officer may issue an Administrative Penalty to a person, owner, corporation, agent, or their representative found in contravention of any provision of a Designated By-law.

9.5. An Administrative Penalty shall be issued according to Section 6 of this By-law, and shall include the following information:

- a) Information found in Schedule 'B' of this By-law;
- b) Particulars of the contravention, including to which Premises it applies;
- c) Amount of the Administrative Penalty;
- d) Timelines for appeal of the Administrative Penalty;
- e) Timelines for payment of the Administrative Penalty; and
- f) Statement advising that Administrative Penalties constitute a debt to the Municipality.

9.6. A person who has been issued an Administrative Penalty shall pay the Administrative Penalty within fifteen (15) days from the Effective date.

9.7. An Administrative Penalty is deemed late on the sixteenth (16th) day after the Effective Date and shall be subject to fees referred to in this By-law, and found in the User Fees By-law, as amended from time to time.

9.8. An Administrative Penalty is deemed to be confirmed on the thirty-first (31) day after the Effective Date and is not subject to any further appeal by any Court.

9.9. Where a person makes payments to the Township of any Administrative Penalty, Administrative Fee(s) or Late Payment Fee(s), by negotiable instrument, for which there are insufficient funds available in the account on which the instrument was drawn, the person shall pay to the Township the NSF Fee set out in the Township's current User Fees By-law.

9.10. An Administrative Penalty, including any Administrative Fee(s), that is confirmed or reduced, or in respect of which the time for payment has been extended, remaining unpaid after the date when it is due and payable, constitutes a debt to the Township owed by the person.

9.11. Pursuant to *Section 434.2 of the Municipal Act*, where an Administrative Penalty, including any Administrative Fees(s) remain unpaid after the final date on which it is payable as specified in the Penalty Notice, the Administrative Penalty, including any Administrative Fees(s) shall be deemed to be unpaid taxes and the outstanding amount shall be added to the tax roll and collected in the same manner as municipal taxes.

9.12. Where an Administrative Penalty is cancelled by a Screening Officer or Hearing Officer, any Administrative Fee(s) are also cancelled.

9.13. An authorized representative is permitted to appear on behalf of a person at a Screening Review of Appeal by a Hearing Officer, or to communicate with the Township on behalf of a person in accordance with written authorization.

9.14. An Officer cannot accept payment of an Administrative Penalty or any fee(s).

9.15. Any time limit that would otherwise expire, is extended to the next day if the expiry date occurs on:

- a) a Holiday/Statutory holiday; or
- b) a day on which the Township's offices are not open for business.

9.16. A person, owner or corporation claiming financial hardship under this By-law shall provide documented proof of the financial hardship to the Officer, their delegate, or anyone designated by the Township, the Screening Officer, or the Hearing Officer, as applicable.

9.17. Any schedule attached to this By-law forms part of this By-law.

10. SEVERABILITY

10.1. Should any provision, or any part of a provision, of this By-law be declared invalid, or to be of no force and effect by a court of competent jurisdiction, it is the intent of Council that such provision, or part of a provision, shall be severed from this By-law, and every other provision of this By-law shall be applied and enforced in accordance with its terms to the extent possible according to law.

11. SCHEDULES

11.1. The following schedules attached hereto form part of this By-law:

- a) Schedule 'A' Designated By-laws and Administrative Penalties
- b) Schedule 'B' AMPS Screening Review Request Form
- c) Schedule 'C' AMPS Hearing Review Request Form
- d) Schedule 'D' AMPS Time Extension Request for Screening Review Form
- e) Schedule 'E' AMPS Authorization to Act as Agent Form

12. EFFECTIVE DATE

12.1 That this By-Law shall come into force and take effect on the 14th day of June 2023.

READ a first and a second time on the 24th day of May 2023.

READ a third time and be finally passed this 14th day of June 2023.

MAYOR

CAO-CLERK

SCHEDULE "A"

Designated By-law Administrative Penalties under the AMP By-law

ANIMAL CONTROL BY-LAW 2023-30

Item	Column 1	Column 2	Column 3
	Short Form Wording	Provision creating or defining offence	Penalty Amount
1	Failure to register dog or cat	5.1	\$60.00
2	Failure to obey muzzle order	12.2 (a)	\$100.00
3	Failure to pay permit and registration fee	7.1 & 7.2	\$50.00

4	Failure to keep tag securely fixed on dog or cat	5.7	\$50.00
5	Fail to notify the Municipal By-Law Enforcement Officer of changes to owner information	12.2 (f)	\$50.00
6	Failure to remove excrement	9.1	\$50.00
7	Failure to restrain a dog in public	9.3	\$75.00
8	Allowing dog or cat to run at large or create nuisance	11.1	\$75.00
9	Owner fails to tether dog or cat	10.3	\$50.00
10	Unlawfully have dog or cat on a tether more than two (2) meters in length	10.3 (c)	\$50.00
11	Allowing a dog or cat to trespass on private Property	11.1	\$50.00
12	Allowing a dog within a municipal beach area when prohibited	9.3 (e)	\$75.00
13	Allowing a dog to damage public or private Property	9.3 (b)	\$75.00
14	Failure to restrain a dog in a municipal Park or on a municipal trail	9.3 (f)	\$75.00
15	Allowing dog into a municipal operated facility or building	9.3 (g)	\$75.00
16	Allowing a dog to persistent barking, calling or whining or other similar noises	9.3 (a)	\$75.00
17	Allowing a dog to scatter garbage	9.3 (c)	\$75.00
18	Allowing a dog to interfere with waste management activities	9.3 (c)	\$75.00
19	Allowing a dog to chase person	9.3 (d)	\$100.00
20	Allowing a dog to chase vehicle	9.3 (d)	\$100.00
21	Failure to obtain a hen coop permit	6.1	\$50.00
22	Owner fails to maintain hen coop & hen run	Schedule "B" 7.3	\$50.00
23	Unlawfully having more then the maximum allowance of hens (10)	Schedule "B" 6. (a)	\$75.00
24	Allowing hen to make noise	Schedule "B" 6 (I)	\$75.00
25	Allowing hen to be at large	11.1	\$75.00
26	Unlawfully keep a rooster	Schedule "B" 6 (B)	\$75.00
27	Hinder or obstruct an Officer/appointed person lawfully carrying out duties	13.1	\$300.00
28	Failure to identify themselves to an Officer/appointed person while in contravention of this By-law	13.2	\$200.00

29	Failure to comply with order	15.1	\$175.00
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SCHEDULE "A" - Designated By-law (continued)

REGULATE NOISE BY-LAW 2023-29

Item	Column 1	Column 2	Column 3
	Short Form Wording	Provision creating or defining offence	Set fine
1	Emit/cause/permit noise from amplified sound	Section 9 Schedule "A", item 1	\$50
2	Emit/cause/permit noise from fireworks	Section 9 Schedule "A", item 2	\$50
3	Permit dog to create noise	Section 9 Schedule "A", item 3	\$50
4	Permit noise from equipment without muffling device	Section 9 Schedule "A", item 4	\$50
5	Cause or Permit noise from domestic work activity	Section 9 Schedule "A", item 5	\$50
6	Permit noise from engine idling longer than five (5) minutes	Section 9 Schedule "A", item 6	\$50
7	Cause or Permit noise from revving an engine	Section 9 Schedule "A", item 7	\$50
8	Yelling when prohibited	Section 10 Schedule "B", item 1	\$50
9	Cause or permit amplified sound when prohibited	Section 10 Schedule "B", item 2	\$50
10	Cause or permit noise from construction equipment or activity when prohibited	Section 10 Schedule "B", item 3	\$50
11	Cause or permit noise from tool or equipment when prohibited	Section 10 Schedule "B", item 4	\$50
12	Emit, cause or permit noise from handling material for non-essential purposes when prohibited	Section 10 Schedule "B", item 5	\$50
13	Cause or permit noise from a toy, model or replica when prohibited	Section 10 Schedule "B", item 6	\$50
14	Emit, cause or permit noise from auditory signaling devices when prohibited	Section 10 Schedule "B", item 7	\$50
15	Cause or permit noise from the discharge of fireworks during a fire ban	Section 10 Schedule "B", item 8	\$100

16	Cause or permit noise from the discharge of fireworks when prohibited	Section 10 Schedule "B", item 8	\$100
17	Cause or permit noise without an approved exemption	Section 12	\$100
18	Providing false/misleading information on application form	Section 15	\$100
19	Cause or permit the breach of approved noise exemption	Section 26	\$100
20	Hinder or obstruct an Officer/appointed person lawfully carrying out duties	Section 32	\$300
21	Failure to identify themselves to an Officer/appointed person while in contravention of this By-law	Section 33	\$200

SCHEDULE "A" - Designated By-law (continued)

PROPERTY STANDARDS BY-LAW 2023-28

Item	Column 1	Column 2	Column 3
	Short Form Wording	Provision creating or defining offence	Penalty Amount
1	Owner fails to keep ground cover to less than 15 centimeters (about 5.91 in) in height	3.4 a)	\$75.00
2	Owner fails to keep property clear of garbage/refuse/domestic or industrial waste	3.4 b)	\$75.00
3	Owner fails to keep property clear of any refrigerator/freezer having unlocked lid	3.4 c)	\$75.00
4	Owner fails to keep property clear of a wrecked/dismantled/abandoned/inoperable appliance/machine	3.4 d)	\$75.00
5	Owner fails to keep property clear of a derelict motor vehicle	3.4 e)	\$75.00
6	Owner fails to maintain hedge/tree/branch on property to not hinder pedestrian traffic on public sidewalks	3.4 f)	\$75.00
7	Owner fails to keep property clear of accumulation of animal excrement	3.4 g)	\$75.00

8	Owner fails to keep property clear of dead/decayed/damaged trees/natural growth/branches/limbs which create unsafe condition	3.4 h)	\$75.00
9	Owner fails to ensure steps/pedestrian walkway/driveway/parking space/similar area on land is properly maintained	3.5 a)	\$75.00
10	Owner fails to remove hazardous ice/snow from the roof of building	3.5 b)	\$75.00
11	Owner fails to ensure naturalized area does not encroach above or onto adjacent property	3.5 c)	\$75.00
12	Owner fails to maintain landscaped feature in good repair	3.5 d)	\$75.00
13	Owner fails to properly store household waste	3.6	\$75.00
14	Deposit garbage/refuse/domestic or industrial waste on Township/District property	3.9	\$200.00
15	Use land/structure for dumping/burying/disposing of garbage/refuse/domestic or industrial waste	3.10	\$200.00
16	Owner fails to take necessary action to prevent open pit/excavation/well/hazard on property	3.11	\$100.00
17	Owner fails to maintain accessory building, retaining wall, sign, fence or required plantings	4.1 a)	\$75.00
18	Owner fails to prevent or remove any condition that may endanger person/property after a fire, storm, or other event	4.2 a) (i)	\$75.00
19	Owner fails to demolish the building after a fire	4.2.a) (v)	\$75.00
20	Owner fails to keep dwellings free of rodents and vermin	4.4 a)	\$75.00
21	Owner fails to maintain surface conditions of a yard	4.6 a)	\$75.00
22	Owner fails to secure the vacant building from entry by trespassers	4.7 b) (i)	\$75.00
23	Owner fails to provide a heating source suitable to maintain indoor temperature of 20 C	4.12 a)	\$75.00
24	Owner fails to provide a safe and adequate water supply	4.19 a)	\$75.00
25	Owner fails to maintain barrier-free design standards	5.1 a)	\$75.00

26	Hinder or obstruct an Officer/appointed person lawfully carrying out duties	6.4	\$300.00
27	Failure to properly identify themselves to an Officer/appointed person while in contravention of this By-law	6.4	\$200.00
28	Owner fails to comply with a notice	6.7	\$150.00
29	Owner fails to comply with emergency order	6.7	\$150.00



10. 3

By-Law No. 2023-42

Being a By-law to repeal By-Law No. 2007-17.

WHEREAS the Council of the Corporation of the Township of Dubreuilville deems it necessary to repeal By-Law No. 2007-17, being a By-law to authorize the execution of a purchase agreement with Bell Canada for telephone equipment.

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

1. That the Mayor and the CAO-Clerk be authorized to repeal By-Law No. 2007-17 accordingly.
2. That this By-law shall come into force and take effect upon its reading and being passed.

READ a first, second and third time and be finally passed this 14th day of June, 2023.

MAYOR

CAO-CLERK



10.4

By-Law No. 2023-43

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

WHEREAS Ontario Regulation No. 285/04 provides for the authorization of the Clerk of a local municipality to solemnize marriages under the authority of a license;

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

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

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

1. **THAT** the Council of the Corporation of the Township of Dubreuilville does hereby direct that civil marriage solemnization services be provided by the Municipality.
2. **THAT** Shelley B. Casey is the Clerk, and she is authorized to solemnize marriages set out under Ontario Regulation No. 285/04 and the Marriage Act, R.S.O. 1990, Chapter M.3, for the Province of Ontario.
3. **THAT** Brigitte Tremblay is the Deputy Clerk, and she is authorized to solemnize marriages set out under Ontario Regulation No. 285/04 and the Marriage Act, R.S.O. 1990, Chapter M.3, for the Province of Ontario.

4. **THAT** Council hereby supports the Clerk and Deputy Clerk in delegating the authority to provide civil marriage solemnization services to individuals named herein.
5. **THAT** Suzanne Bouchard is hereby authorized and delegated the authority to provide marriage solemnization services for the year 2023 and 2024.
6. **THAT** any by-law which is inconsistent with this by-law shall be hereby repealed and replaced with this by-law.
7. **THAT** by-law no. 2020-46 be and is hereby repealed.
8. **THAT** this by-law shall come into force and take effect upon its reading and the final passing thereof.

READ a first, second and third time and be finally passed this 14th day of June 2023.

BEVERLY NANTEL, MAYOR

SHELLEY B. CASEY, CAO-CLERK

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

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

1. Regulation 738 of the Revised Regulations of Ontario, 1990, is amended by adding the following section:
 - 1.1 For the purposes of subsection 24(1) of the Act, the Clerk of a local municipality is authorized to solemnize marriages under the authority of a license.

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

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

The Corporation of the Township of Dubreuilville appointed Brigitte Tremblay as Deputy Clerk through By-Law No. 2023-37 and defined her duties and responsibilities through By-Law No. 2014-13.

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

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

1. Brigitte Tremblay
2. Suzanne Bouchard (For the years 2023 and 2024)

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

1. Shelley B. Casey
2. Brigitte Tremblay
3. Suzanne Bouchard (For the years 2023 and 2024)

Dated at the Corporation of the Township of Dubreuilville, in the District of Algoma, in the Province of Ontario, this 14th day of June 2023.

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



By-Law No. 2023-44

Being a By-law to authorize the execution of an agreement for services to issue licenses between the Minister of Natural Resources and Forestry 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 His Majesty the King in Right of Ontario as represented by the Minister of Natural Resources and Forestry (the "Ministry") for the authorization to issue licenses on the Minister's behalf;

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

1. That the Mayor, the CAO-Clerk and/or a municipal designate of the Corporation of the Township of Dubreuilville be authorized to execute an agreement for services to authorize the issuance of licenses between the Ministry and the Township of Dubreuilville.
2. That the term of this agreement shall be for a period of five (5) years commencing on May 29, 2023.
3. That the proposed agreement for services shall appear as per Schedule "1" attached to this by-law and forming part of this by-law.
4. That any previous related By-law's to this effect are 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 14th day of **June, 2023**.

MAYOR

CAO-CLERK

AGREEMENT FOR SERVICES

This Agreement for Services (this "Agreement") made in duplicate is effective as of May 29, 2023 (the "Effective Date").

BETWEEN:

His Majesty the King in Right of Ontario as Represented by the Minister of Natural Resources and Forestry
(the "Ministry")

AND

Corporation of the Township of Dubreuilville – Casandra Levesque
(the "Licence Issuer")

WHEREAS:

Pursuant to Section 61(1) of the Fish and Wildlife Conservation Act 1997, S.O. 1997, c. 41 (the FWCA) the Minister of Natural Resources and Forestry (the "Minister") has the authority to authorize a person to issue Licences on the Minister's behalf; and

The Minister wishes to authorize the Licence Issuer to issue hunting and fishing Licences (collectively the "Services") and the Licence Issuer is willing to do so in accordance with the provisions of this Agreement.

In consideration of the mutual promises set out below and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Ministry and the Licence Issuer agree as follows:

DEFINITIONS

"**AODA**" means the Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11

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

"**Clients**" means anyone from the general public requiring products or services from the Licensing Issuer (e.g. anglers, hunters, farmer/landowners, etc.).

"**Confidential Information**" has the meaning specified in Section 6.1 below.

"**Fee(s) for Service**" has the meaning specified in Section 5.1 below.

“**FIPPA**” means the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31

“**FWCA**” means the Fish and Wildlife Conservation Act, 1997, S.O 1997, c. 41

“**Licence**” means a licence issued under Section 60 of the FWCA.

“**Licence Fee(s)**” has the meaning specified in Section 3.1 below.

“**Licence Issuer Address**” is 23 Pine St., Dubreuilville, ON P0S 1B0.

“**Licence Issuing Location**” is the physical location where the Licence Issuer is authorized to issue Licences.

“**Licence Issuers Product List**” means the document published by the Ministry entitled “Licence Issuers Product List” which sets out the Licence Fees chargeable by the Licence Issuer for each type of licence and the Fees for Service payable to the Licence Issuer, as amended from time to time.

“**Licence Issuer Representative**” is Casandra Levesque.

“**Ministry Address**” is 300 Water Street, 5th Floor North, Peterborough, Ontario, K9J 3C7.

“**Ministry Representative**” is Jayne Martin.

“**MOI**” means the Licence Issuer Manual of Instructions published by the Ministry as amended from time to time.

“**NSF**” means non-sufficient funds.

“**PAD**” means a pre-authorized debit.

“**PAD Schedule**” means the schedule provided by the Ministry to the Licence Issuer which sets out the dates upon which PADs for the Sales Revenues will occur.

“**Personal Information**” has the meaning set out in Appendix C – Privacy & Security Requirements of the MOI.

“**Principal**” means the individual designated as “Principal by the Licence Issuer and who is: (i) if the Licence Issuer is a sole proprietorship, the individual who is the owner of the Licence Issuer; (ii) if the Licence Issuer is a partnership, one of the partners of the Licence Issuer who is an individual; or (iii) if the Licence Issuer is a corporation, the individual employed by the Licence Issuer who is responsible for supervision of the issuing of Licences under the authority of the Licence Issuer.

“**Sales Revenues**” has the meaning specified in Section 4.1 below.

“**Services**” has the meaning specified in the recitals.

1. TERM

- 1.1 The term of this Agreement shall be for a period of five (5) years commencing on the Effective Date unless terminated earlier in accordance with Section 10. This Agreement shall automatically renew for one additional period of five (5) years, upon the five-year anniversary of the Effective Date.

2. SERVICES

- 2.1 The Licence Issuer shall issue Licences, as authorized by the Minister in accordance with Section 61(1) of the FWCA, to individuals in accordance with the MOI. The Licence Issuer acknowledges and confirms that it has received a copy of the MOI and has read and understands it.
- 2.2 The Licence Issuer shall ensure that any of its personnel issuing Licences under its authority shall comply with the provisions of this Agreement. The Licence Issuer is responsible for all sales of licences which are processed when logged in to its assigned account.
- 2.3 The Licence Issuer shall only issue a Licence to an individual who is eligible to receive the applicable Licence as specified in the MOI.
- 2.4 The Licence Issuer shall comply with the provisions of the MOI, including but not limited to the Licence Issuer obligations and responsibilities, as may be amended from time to time.

3. LICENCE FEES

- 3.1 The Licence Issuer shall charge individuals to whom it issues a Licence the applicable fee prescribed by the Ministry as set out in the Licence Issuers Product List (the "Licence Fee(s)").
- 3.2 The Licence Issuer shall not charge an individual any amount in excess of the Licence Fee in relation to the issue of a Licence including administration fees, printing charges or any other ancillary charges related to the process of issuing a Licence.
- 3.3 The Ministry may modify the Licence Fees at any time upon written notice to the Licence Issuer.
- 3.4 The Licence Fees include HST. The Licence Issuer shall ensure that it remits any HST that it receives to the Ministry.

4. LICENCE ISSUER PAYMENT OBLIGATIONS

- 4.1 The Licence Issuer shall ensure that all sales revenues from the sale of Licences (the "Sales Revenues") are held in trust for the Crown in accordance with subsection 61(3) of the FWCA and are paid into its bank account in a timely manner to ensure that sufficient funds are available to pay any PAD in respect of the Sales Revenues owed to the Ministry.
- 4.2 The Ministry will notify the Licence Issuer of the PAD Schedule which will set out the dates upon which the Ministry will make a PAD, in the amount of the Sales Revenues owing to the Ministry, from the Licence Issuer's bank account.
- 4.3 In the event that the Licence Issuer has insufficient funds in its bank account to pay the PADs, the Licence Issuer shall pay to the Ministry any resulting NSF charges that the Ministry may incur from its bank. This is without prejudice to the Ministry's rights under Section 10.
- 4.4 The Ministry shall not have any liability for any charges, penalties or fees charged by the Licence Issuer's bank to the Licence Issuer in relation to NSF or for any other reason.
- 4.5 The Ministry may charge the Licence Issuer interest on any amounts owing that are not paid in accordance with the PAD Schedule. The applicable rate of interest shall be the rate of interest on late payment and receipts set by the President of the Treasury Board.
- 4.6 The Licence Issuer shall provide the Ministry with at least four (4) weeks' written notice of any change to the bank account to which the PAD applies.
- 4.7 In the event that the Licence Issuer disputes any amounts paid in relation to its account, including any PAD, it must notify the Ministry of such dispute in writing within thirty (30) days of the disputed transaction. The Ministry will not consider any disputes where it is notified outside such thirty (30) day period. The records in the Ministry system shall be accepted by both parties as the definitive record as to the number of Licences issued and amounts owed by the Licence Issuer to the Ministry.

5. FEES FOR SERVICE

- 5.1 The Ministry shall pay the Licence Issuer the applicable fee for service per Licence issued and/or transaction type as set out in the Licence Issuer Product List, (Attached as Appendix A), as amended from time to time (the "Fee(s) for Service"). The Fees for Service are determined by the Ministry and are subject to change by the Ministry at any time. The Ministry will promptly notify the Licence Issuer of any update to the Fees for Service. Such notice will be provided in accordance with Section 15 or may be posted on the licensing system.

The Fees for Service payable to the Licence Issuer are calculated by the Ministry and deducted from the amount of the Sales Revenues that are transferred to the Ministry pursuant to the PAD.

6. CONFIDENTIALITY /PRIVACY

- 6.1 "Confidential Information" means any information provided by the Ministry to the Licence Issuer that is not generally available to the public; that is identified as confidential or proprietary; or which a reasonable person would consider to be confidential.
- 6.2 The Licence Issuer will protect any Confidential Information against any unauthorized use or disclosure to the same extent that the Licence Issuer protects its own Confidential Information of a similar nature against unauthorized use or disclosure; provided, however, that such protection is not less than a reasonable standard of care.
- 6.3 Upon request of the Ministry at any time, the Licence Issuer shall return all such Confidential Information together with all copies thereof in its possession, custody or control.
- 6.4 The Licence Issuer shall comply with Appendix C - Privacy and Security Requirements of the MOI. The Licence Issuer shall not retain, copy or disclose any Personal Information of any individual in relation to issuing Licences.

7. RETENTION OF RECORDS

- 7.1 For seven (7) years following the termination or expiry of this Agreement the Licence Issuer shall maintain proper financial records and books of accounts, including all financial expenditures relating to this Agreement. The Licence Issuer shall ensure that all such records are located and/or accessible within Ontario.

8. AUDIT AND INSPECTION

- 8.1 The Ministry shall have the right to access and inspect the Licence Issuer's premises and/or request any records or documentation for the purpose of the following:
- i. Review of the Licence Issuer's log-in controls;
 - ii. Review of processes and policies for staff training; and
 - iii. Verification of the Licence Issuer's compliance with the provisions of this Agreement.

Upon request, such records and books of accounts may be examined, audited and copied by the Ministry and the provincial Auditor during and following the term of this Agreement.

9. COMPLIANCE WITH LAWS

The Licence Issuer shall perform the Services in compliance with all applicable laws and regulations, including but not limited to the AODA, FIPPA and FWCA.

10. TERMINATION

- 10.1 The Ministry may immediately terminate this Agreement, in whole or in part, upon giving notice to the Licence Issuer where:

- (a) the Licence Issuer is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Licence Issuer's insolvency;
 - (b) the Licence Issuer breaches its privacy and security obligations under Appendix C - Privacy and Security Requirements of the MOI;
 - (c) the Licence Issuer, prior to or after executing this Agreement, makes a material misrepresentation or omission or provides materially inaccurate information to the Ministry;
 - (d) the Licence Issuer's acts or omissions constitute a substantial failure of performance;
 - (e) The Licence Issuer or any of its personnel providing services under this Agreement are charged with an offence under the FWCA;
 - (f) The Licence Issuer has repeatedly, (i.e., two times or more), failed to pay amounts owing to the Ministry in accordance with the PAD Schedule, even if not in consecutive months;
 - (g) the Licence Issuer has done anything which negatively impacts the integrity and reputation of the Ministry and/or the Licence issuing process; or
 - (h) the Licence Issuer acts in a manner that is abusive, discriminatory or unprofessional with Clients and/or Ministry personnel.
- 10.2 Subject to Section 10.1 above, where the Licence Issuer fails to comply with any of its obligations under this Agreement, the Ministry may terminate this Agreement upon ten (10) days written notice if the Licence Issuer fails to remedy such breach within the notice period.
- 10.3 Either party may terminate this Agreement without cause upon ten (10) Business Days prior written notice to the other party.
- 10.4 This Agreement shall automatically terminate upon the sale or transfer of the Licence Issuer's business to a third party or where the Licence Issuer ceases operating.
- 10.5 On termination of this Agreement, the Licence Issuer shall, in addition to its other obligations under this Agreement:
- (a) pay any amounts that the Licence Issuer owes to the Ministry pursuant to this Agreement;
 - (b) promptly return to the Ministry all Confidential Information and other materials, information, documents, equipment, machinery, software and other items supplied by the Ministry and all copies (as applicable) in the Licence Issuer's possession, custody or control; and

- (c) comply with any other instructions provided by the Ministry including, without limitation, instructions for facilitating the transfer of its obligations to another person.

11. SUSPENSION

11.1 The Ministry may suspend the Licence Issuer's right to issue Licences with immediate effect upon written notice to the Licence Issuer in the event that:

- (a) the Licence Issuer fails to pay the Sales Revenue owing to the Ministry in accordance with the PAD Schedule for two consecutive PAD dates;
- (b) the Licence Issuer has repeatedly, (i.e., two times or more), failed to pay the Sales Revenue owing to the Ministry in accordance with the PAD Schedule, even if not in consecutive months;
- (c) the Licence Issuer has disclosed or is suspected of disclosing any Personal Information relating to an individual in breach of its obligations under this Agreement and/or the MOI;
- (d) the Licence Issuer has done anything which negatively impacts the integrity and reputation of the Ministry and/or the Licence issuing process;
- (e) the Licence Issuer acts in a manner that is abusive, discriminatory or unprofessional with Clients and/or Ministry personnel; or
- (f) there is any other breach of the Licence Issuer's obligations under this Agreement.

The Ministry shall only lift such a suspension when it is satisfied that the Licence Issuer has rectified the issue which gave rise to the suspension, including but not limited to payment of all amounts owing to the Ministry, including any interest charges.

11.2 The Ministry's rights under Section 11.1 are without prejudice to the Ministry's right to terminate this Agreement in accordance with Section 10.

12. PROBATION

The Ministry shall have the right to place the Licence Issuer on probation at any time upon written notice to the Licence Issuer. The period of such probation is at the Ministry's sole discretion and may be extended if it considers that to be appropriate. This is without prejudice to any other rights that the Ministry may have under this Agreement.

13. SALE OF BUSINESS/CESSATION OF OPERATIONS

In the event that the Licence Issuer intends to sell or discontinue operating its business, it shall provide at least sixty (60) days written notice to the Ministry prior to the date of sale or cessation

of operations together with a resignation letter. The Licence Issuer shall ensure that the bank account to which the Ministry PAD applies remains open until such time as all amounts owed to the Ministry have been paid. The Licence Issuer shall not permit or allow any purchaser of its business or any of such purchaser's personnel to use or log onto its assigned account.

14. ACCESSIBILITY

The Licence Issuer's provision of the Services shall comply with all applicable requirements, specifications and standards for accessibility established in accordance with the Ontario Human Rights Code, R.S.O. 1990, c. H.19, the Ontarians with Disabilities Act, 2001, S.O. 2001, c. 32, and the Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11 (Integrated Accessibility Standards), any regulations made thereto and any direction from the Ministry. The Licence Issuer must meet the Government of Ontario's requirements on the Government of Ontario's schedule under the Integrated Accessibility Standards Regulation as directed by the Ministry.

15. NOTIFICATION

Any notice or other communication provided under this Agreement will be in writing and shall be delivered by postage-prepaid envelope, personal delivery, email or facsimile and shall be addressed to, respectively, the Ministry Address to the attention of the Ministry Representative and to the Licence Issuer Address to the attention of the Licence Issuer Representative. Notices shall be deemed to have been given:

- (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or
- (b) in the case of personal delivery, email or facsimile, one (1) Business Day after such notice is received by the other party.

In the event of a postal disruption, notices must be given by personal delivery, email or by facsimile. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this section. Either party may designate a different address and/or representative by giving notice to the other party in accordance with this Agreement.

16. SECURITY CLEARANCE

16.1 Definitions

Criminal Record and Judicial Matters Check (CRJMC) is a search through the Canadian Police Information Centre (CPIC) maintained by the Royal Canadian Mounted Police (RCMP) and a search through provincial and municipal police databases, using an individual's name and date of birth, for information relating to the offence provisions of federal legislation including the *Criminal Code (Canada)*, the *Controlled Drugs and Substances Act (Canada)* and the *Youth Criminal Justice Act (Canada)*. The search will include records of previous convictions, convictions for which a pardon has been granted (where disclosure is authorized under the *Criminal Records Act (Canada)*), findings of guilt under the *Youth Criminal Justice Act (Canada)*,

findings of guilt that have resulted in absolute or conditional discharges (disclosed within one (1) and three (3) years respectively, any outstanding charges and related information (e.g., an arrest warrant), as well as court orders (excludes mental health related orders and family court restraining orders). The RCMP may require verification of identity through fingerprint comparison before the information can be released.

16.2 Security Screening Check

- (a) The Criminal Record and Judicial Matters Check is not provided in perpetuity and is subject to revocation by the Ministry at its sole discretion at any time.
- (b) The Criminal Record and Judicial Matters Check conducted at the time of the Licence Issuer's application expires after five years. The Licence Issuer shall ensure that a new Criminal Record and Judicial Matters Check is completed for the Principal at that time and provided to the Ministry prior to the expiration of such five-year period.
- (c) In the event that the Principal changes, the Licence Issuer shall ensure that a new Criminal Record and Judicial Matters Check is completed for the new Principal and provided to the Ministry.
- (d) The Criminal Record and Judicial Matters Check shall be provided in form and content acceptable to the Ministry and shall include all required consents.

16.3 Default under Agreement

During the term of this Agreement, the Licence Issuer shall be in default under this Agreement if it fails to comply with the requirements of this Section 16.

17. MISCELLANEOUS

- 17.1 This Agreement is governed by the laws of the Province of Ontario.
- 17.2 No provision of this Agreement shall be deemed waived by a party unless such waiver is in writing and signed by the party giving such waiver. No waiver shall be construed as an amendment hereof or extend or be taken to affect any other breach or any other right of the party giving the waiver. The failure of a party to insist in one or more instances upon the performance by the other party of any provisions of this Agreement shall not be construed as a waiver by such party to require further performance of such provision and the obligations of the other party with respect to such future performance shall continue in full force and effect.
- 17.3 Notwithstanding anything to the contrary in this Agreement, on termination or expiration of this Agreement, Sections 4.1, 4.5, 4.7, 6, 7, 8, 10.5 and 13 shall survive and remain in full force and effect thereafter.
- 17.4 The Licence Issuer shall not assign, delegate, subcontract or otherwise transfer, in whole or in part, this Agreement or any of its rights or obligations hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

**His Majesty the King in right of Ontario, as
represented by the Minister of Natural Resources
and Forestry**



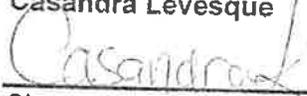
Signature

Name: Jayne Martin

Title: Manager, Licensing and Client Services

Date: May 30, 2023

**Corporation of the Township of Dubreuilville –
Casandra Levesque**



Signature

Name: Casandra Levesque

Title: Office Coordinator

Date: May 30, 2023

**APPENDIX A
LICENCE ISSUER PRODUCT LIST
FEES FOR SERVICE**

2023 LICENCE ISSUER PRODUCT LIST			
Product Code	Product Name	Fee (HST not included)	Fee for Service
121	ON Sport Fishing Licence-1 day	\$12.21	0.75
122	ON Sport Fishing Licence-3 yr	\$79.71	0.75
124	ON Sport Fishing Licence-1 yr	\$26.57	0.75
125	ON Conservation Fishing Licence-3 yr	\$45.21	0.75
127	ON Conservation Fishing Licence-1 yr	\$15.07	0.75
151	ON Upgrade to Sport Fishing Licence-3yr	\$49.57	0.75
221	CR Sport Fishing Licence-1 day	\$15.21	0.75
222	CR Sport Fishing Licence-3 yr	\$167.43	0.75
224	CR Sport Fishing Licence-1 yr	\$55.81	0.75
225	CR Conservation Fishing Licence-3 yr	\$100.29	0.75
227	CR Conservation Fishing Licence-1 yr	\$33.43	0.75
251	CR Upgrade to Sport Fishing Licence-3yr	\$100.57	0.75
321	NR Sport Fishing Licence-1 day	\$24.86	0.75
322	NR Sport Fishing Licence-3 yr	\$249.57	0.75
324	NR Sport Fishing Licence-1 yr	\$83.19	1.50
325	NR Conservation Fishing Licence-3 yr	\$158.13	0.75
327	NR Conservation Fishing Licence-1 yr	\$52.71	1.50
328	NR Sport Fishing Licence-8 day	\$54.38	1.50
329	NR Conservation Fishing Licence-8 day	\$31.52	1.50
351	NR Upgrade to Sport Fishing Licence-3yr	\$144.15	0.75

421	ON Small Game Licence-3 yr	\$68.28	0.75
423	ON Small Game Licence-1 yr	\$22.76	0.75
425	ON Wild Turkey Tag-Spring	\$26.33	1.75
428	ON Wild Turkey Tag-Fall	\$26.33	1.75
431	Antlerless Deer Draw Entry	\$0.00	0.75
434	ON Deer Licence	\$43.86	1.75
436	Controlled Deer Draw Entry	\$0.00	0.75
438	ON Farmer/Landowner Controlled Hunt Validation Application	\$0.00	0.75
441	ON Farmer's Deer Licence	\$25.14	1.75
446	ON Additional Deer Tag	\$43.86	1.00
449	ON Additional Controlled Deer Tag	\$43.86	1.00
462	ON Bear Licence	\$43.86	1.75
463	ON Second Bear Tag	\$43.86	1.75
470	Elk Licence	\$48.25	1.00
471	Elk Draw Entry	\$15.00	0.75
483	ON Dog Licence	\$12.21	0.75
484	ON Wolf/Coyote Tag	\$10.05	1.00
500	Outdoors Card	\$8.57	1.00
501	Outdoors Card (ON 12-15)	\$8.57	1.00
502	Outdoors Card (NR all ages)	\$8.57	1.00
540	ON Moose Licence	\$35.29	1.75
541	ON Moose Tag Application - Primary	\$15.00	0.75
542	ON Moose Tag Application - 2nd Chance	\$0.00	0.75
543	ON Moose Tag Application - 2nd Chance	\$15.00	0.75
544	ON Moose Tag - Bull	\$200.00	1.00
545	ON Moose Tag - Cow/Calf	\$150.00	1.00
546	ON Moose Tag - Calf	\$30.00	1.00
547	ON Moose Tag - Bull	\$200.00	1.00
548	ON Moose Tag - Cow/Calf	\$150.00	1.00

549	ON Moose Tag - Calf	\$30.00	1.00
550	ON Outfitter Moose Tag - Bull	\$200.00	1.00
551	ON Outfitter Moose Tag - Cow/Calf	\$150.00	1.00
552	ON Outfitter Moose Tag - Calf	\$30.00	1.00
553	ON Moose Tag Transfer	\$9.29	1.00
621	NR Small Game Licence-3 yr	\$364.56	2.00
623	NR Small Game Licence-1 yr	\$121.52	2.00
625	NR Wild Turkey Tag-Spring	\$30.33	1.75
627	NR Wild Turkey Tag-Fall	\$30.33	1.75
635	NR Deer Licence	\$240.81	2.00
650	NR Wolf/Coyote Tag	\$255.57	1.00
653	NR Export Permit	\$35.00	4.00
685	NR Moose Licence - Relative	\$479.86	2.50
686	NR Moose Licence - Outfitter	\$479.86	2.50
687	NR Outfitter Moose Tag - Bull	\$200.00	1.00
688	NR Outfitter Moose Tag - Cow/Calf	\$150.00	1.00
689	NR Outfitter Moose Tag - Calf	\$30.00	1.00
662	NR Bear Licence	\$240.81	2.00
669	NR Additional Deer Tag	\$240.81	2.00
683	NR Dog Licence	\$15.21	0.75
510	Replace your Outdoors Card	\$8.57	1.00
900	Non-Resident Hunter Accreditation Submission Fee	\$9.29	1.00
999	Replacement Licence Summary/Tag Fee	\$9.29	1.00