



**TOWNSHIP OF ASSIGINACK**  
MEETING OF THE COMMITTEE OF THE WHOLE  
IN CHAMBERS  
Tuesday, December 02, 2025 07:00 PM  
AGENDA

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**1. OPENING AND DECLARATIONS**

- 1.a Land Acknowledgement
- 1.b Adoption of Agenda

**2. Disclosure of Pecuniary Interest and General Nature Thereof**

**3. ADOPTION OF MINUTES**

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- 3.a Minutes of the Committee of the Whole Meeting of November 4, 2025. Page 5

**4. ADMINISTRATION/FINANCE/PLANNING**

- 4.a Potential Used Garbage Truck Purchase
- 4.b Annual Christmas Hours and Bonuses
- 4.c Banger Severance re: Enter Encroachment Agreement - Approval In Principle Page 7
- 4.d Request for Significant Event Status Re: Hockey Tournament - Lions Club
- 4.e Annual Year End Surplus Allocations

4.f Arena Accessible Entrance and Washroom Tender

4.g Memorial Bench Program

4.h 2026 Capital Budget Considerations

4.h.1 Pothole Grant

4.h.2 EV Station Grant

4.h.3 Waterfront Stairs

4.h.4 Park Washrooms Replacement/Renovations

**5. ENTER CLOSED SESSION**

**6. EXIT CLOSED SESSION**

**7. ADJOURNMENT**

**THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK**

**COMMITTEE OF THE WHOLE MINUTES**

**Tuesday, November 4, 2025 7:00 pm.**

PRESENT: Members Brenda Reid, Janice Bowerman, Dwayne Elliott, Jennifer Hooper,  
Rob Maguire

Staff: Alton Hobbs CAO/Deputy Clerk, Deb MacDonald Treasurer, Freda Bond Tax  
Utilities Manager, T.J. Tilcox, Superintendent of Public Works and  
Infrastructure

Steve Watt, Municipal Solicitor

**OPENING:**

Moved by Councillor Maguire:

THAT the meeting of the Committee of the Whole of the Corporation of the Township of  
Assignack be opened for business at 7:00 pm, with a quorum of members present with  
Mayor Reid in the Chair.

CARRIED.

Mayor read Land Acknowledgement

Disclosures: None

Moved by Councillor Bowerman:

THAT we approve the agenda as presented.

CARRIED.

Moved by Councillor Hooper:

THAT the Minutes of the Committee of the Whole meeting of October 7, 2025 be  
adopted as presented.

CARRIED.

Moved by Councillor Elliott:

THAT in accordance with Section 239 of the Municipal Act as amended, the Committee of the Whole proceed to a closed session at 7:05 pm in order to attend to matters relating to Solicitor Client Privilege re: Waste Disposal/Landfill.

CARRIED.

Moved by Councillor Maguire:

THAT we adjourn from our closed session and resume our regular meeting. At 8:10 pm.

CARRIED.

Moved by Councillor Bowerman:

THAT Council advise staff to follow the direction that was provided to them during the closed session.

CARRIED.

Recorded Vote:

Bowerman	yea
Elliott	yea
Hooper	yea
Maguire	yea
Reid	yea

Moved by Councillor Elliott:

THAT we adjourn until the next regular meeting or Call of the Chair.

CARRIED.

8:10 pm

No other matters were discussed.

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Chair:

Recording Officer

**THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK**

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Hooper	yea
Maguire	yea
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Chair:

Recording Officer

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2025

BETWEEN:

THE MUNICIPALITY OF ASSIGINACK

hereinafter called the "Municipality"  
of the First Part,

-and-

DENE AND

FRANCES BANGER

hereinafter called the "Owner"  
of the Second Part

WHEREAS the Owner represents and warrants that he is the owner of certain lands and premises situate, lying and being in the municipality and municipally known as 525 and 653 Bidwell Road, Manitoulin Island and being more particularly described in Schedule and "A" attached hereto;

AND WHEREAS the Municipality represents and warrants that it is the owner of the Road Allowance shown on the Site Plan Illustration attached hereto as Schedule B ;

AND WHEREAS there are certain structures which have been erected which encroach onto the Shore Road Allowance, which structures are shown on the Site Plan Illustration attached hereto as Schedule "B" Street, hereinafter referred to as the "Building Encroachment";

AND WHEREAS the Owner has requested the Municipality to allow the use and maintenance of the Building Encroachment for so long as the said structures remain in their locations;

AND WHEREAS the Municipality is of the opinion that the Building Encroachment would not be in the public interest unless certain undertakings and covenants are entered into on the part of the Owner;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and covenants and undertakings herein contained the Parties hereto agree as follows:

1. The Municipality agrees to allow the Owner and his successors in title to the lands described in Schedule "A" attached hereto the right to use and maintain the Building Encroachment for so long as the Building Encroachment shall remain in its present locations, provided that the Owner shall not acquire any right of easement, or any possessory rights in the Building Encroachment, apart from those specifically granted in this Agreement.
2. The Owner acknowledges that no representation is made by the Municipality to grant the right and privilege to use and maintain the Building Encroachment and any such use and maintenance shall at all times be at the Owner's risk.

**The Owner acknowledges and confirms that the Municipality cannot grant exclusive use of the road allowance to the Owner or to the Owner of any property abutting the shore road allowance or to any party.**

4. The right to use and maintain the Building Encroachment shall terminate upon the destruction or demolition of the building located on the Building Encroachment, and the Owner shall not be entitled to demolish and rebuild any structure on the Building Encroachment. Upon the destruction or demolition of any such structure, the Owner agrees to remove all parts of the encroaching structure forthwith at his expense and agrees that, in the event of failure to remove the encroaching structure, the same may be removed by the Municipality and the cost of the said removal shall be a first lien and charge upon lands described in Schedule "A" attached hereto and may be recovered in a like manner as municipal taxes.

5. The Municipality agrees to allow the Owner access to its property in order for the Owner to make any repairs to the Building Encroachment, provided that the Owner returns the Municipality's property to its original state, failing which the Municipality may complete the necessary work and the cost of such work shall be a first lien and charge upon the lands described in Schedule "A" attached hereto and may be recovered in a like manner as municipal taxes.
6. The Owner, its successors and assigns, and all owners and occupiers from time to time of the said lands described in Schedule "A" attached hereto, will at all times indemnify and save harmless the Municipality from any loss, costs or damages that the Municipality may suffer, due in any respect to the existence of the Building Encroachment, or anything done or purported to be done pursuant to this Agreement, or any act or neglect in carrying out anything to be done pursuant to this Agreement, or by reason of the existence, use maintenance or repair or lack of repair of the Building Encroachment. The Owner shall maintain liability insurance coverage over the lands in the amount of TWO MILLION DOLLARS (\$2,000,000.00) and shall provide proof of same as required. The Municipality shall be named as an additional insured and the policy shall contain a cross liability clause to the satisfaction of the Municipality. The owners agree to forward to Municipality the original or a certified copy of the policy of such insurance and the annual renewals thereof. Any sums as may become due as an indemnity to the Municipality herein shall be a first lien and charge upon the lands described in Schedule "A" attached hereto and may be recovered in a like manner as municipal taxes.
7. The Owner shall pay to the Municipality Treasurer annually, so long as the Building Encroachment is used and maintained, the sum ONE (\$1.00) DOLLAR as an annual charge or fee for such privilege, the sufficiency of which is hereby acknowledged and such fee or charge shall form a lien and charge upon the lands described in Schedule "A" attached hereto and may be recovered in a like manner as municipal taxes.
8. This Agreement shall be binding upon the Owner, his successors, assigns, heirs, executors, administrators, as owners and occupiers from time to time of the lands and premises described in Schedule "A" attached hereto and the covenants herein contained shall be deemed to run with the lands and premises and bind the owners and occupiers thereof

AS WITNESS the Seal of THE MUNICIPALITY OF ASSIGINACK has attested by the hands of its proper signing officers,

) THE MUNICIPALITY OF ASSIGINACK  
)  
) Per: .....  
) Mayor - Seal  
)  
  
) Per: .....  
) Clerk - Seal

IN WITNESS WHEREOF the Owner has hereunto set his hand and seal.

SIGNED, SEALED AND DELIVERED ) .....  
) Dene Banger  
) .....  
) Frances Banger



**SCHEDULE "A"**

Part of Lots 14 and 15 Concession 1

Surveyed as Part 2, Plan 31R-594 excepting Part 1 on Plan 31R-3141 and including Part 1, Plan 31R-3870 Township of Sheguiandah, Municipality of Assiginack, District of Manitoulin

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**SCHEDULE "B"**