

THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK

BY-LAW # 2026-05

**BEING A BY-LAW TO ADOPT A MEMORIAL BENCH PROGRAM POLICY
FOR THE TOWNSHIP**

WHEREAS Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that Section 8 and Section 11 shall be interpreted broadly so as to confer broad authority on municipalities to: a) enable municipalities to govern their affairs as they consider appropriate; and b) enhance their ability to respond to municipal issues;

AND WHEREAS the Council of the Corporation of the Township of Assiginack recognizes the importance of providing accessible, transparent, and fair procedures for the submission, investigation, and resolution of customer feedback from members of the public;

NOW THEREFORE, the Council of the Corporation of the Township of Assiginack enacts as follows:

1. THAT By-law 2026-05 shall be called the “Memorial Bench Policy By-law;
2. Council adopts the Memorial Bench Policy as presented and attached hereto as Appendix “A” and forming part of this by-law;
3. THAT any other by-law of this nature is hereby appealed;
4. THAT this by-law shall be enacted and come into effect on its day of passing;

Read a First, Second, and Third time and finally passed this 17th day of March 2026.

Mayor: Brenda Reid

SEAL

Clerk: Stasia Carr

MEMORIAL BENCH PROGRAM: POLICY & APPLICATION

PART 1: PROGRAM POLICY

1. Purpose

The Town’s Memorial Bench Program provides an opportunity for individuals and organizations to commemorate loved ones or significant events by donating a bench for placement in public parks or along town pathways.

2. Location Selection & Authority

To ensure the aesthetic harmony and operational efficiency of public spaces:

- **Final Authority:** The Town reserves the absolute right to determine the final location of all memorial benches.
- **Requests:** Donors may suggest a preferred park or general area; however, the Town will make the final selection based on landscaping plans, maintenance requirements, and existing bench density.
- **Relocation:** The Town reserves the right to relocate a bench at any time if required for construction, safety, or site redevelopment.

3. Costs and Fees

The donor is responsible for the total cost of the bench, memorial plaque, and installation.

- **Standard Bench Package:** \$2,500 (Includes bench, custom plaque, concrete pad, and installation).
- **Payment:** Full payment is required at the time the application is approved.
- **Maintenance:** The initial fee covers routine maintenance for a period of **10 years**. After this period, the bench may be removed, or the donor may choose to pay a renewal fee for continued placement.

4. Ownership

While the bench is donated in memory of an individual, it becomes the property of the Town. The Town is not responsible for replacing benches or plaques damaged by vandalism or extreme weather beyond standard repair efforts.

5. Installation

Installation will occur at a time determined by the Town based on seasonal conditions, staff availability, and operational priorities. Installation timelines are not guaranteed.

6. Design Standards & Uniformity

All benches shall conform to Town-approved design, material, and colour standards to ensure uniformity and compatibility with existing infrastructure. Designs will be selected as such to discourage a person from being able to sleep on a bench.

7. Plaque Content Restrictions

Plaque inscriptions shall be subject to Town approval and shall not include political messages, commercial advertising, offensive language, or content deemed inappropriate by the Town.

8. Termination Clause

The Town reserves the right to remove any memorial bench that becomes unsafe, unsightly, damaged beyond repair, or no longer appropriate for the location.

9. No Guarantee of Replacement

Replacement of benches or plaques due to vandalism, weather damage, or aging is not guaranteed.

PART 2: DONATION APPLICATION

donor Information

Name: _____

Address: _____

Phone: _____ Email: _____

Commemoration Details

Name of Honoree: _____

Requested Plaque Inscription: *(Subject to Town approval)*

Location Preferences

Preferred Park/Area: _____ *Note: The Town retains final authority over exact placement.*

Agreement & Signature

I acknowledge that I have read the Memorial Bench Policy. I understand that the Town has the final authority over location and that the bench becomes Town property upon installation.

☐ I acknowledge that I have read and fully understand the Memorial Bench Program Policy.

☐ I understand that the Town retains **absolute authority over final bench location and any future relocation.**

☐ I understand that **full payment of \$2,500 is required upon approval.**

☐ I understand that the bench becomes **property of the Town upon installation.**

☐ I understand that the bench is covered by a **ten (10) year maintenance period**, after which renewal or removal may occur.

Signature: _____ Date: _____

Part C – Memorial Bench Donation & Maintenance Agreement (10-Year Contract)

THIS AGREEMENT made this ____ day of _____, 20__.

BETWEEN:

The Corporation of the Township of _____
(hereinafter called the “Town”)

AND

Name(s): _____
Address: _____

(hereinafter called the “Donor”)

1. Purpose

The Donor wishes to donate a memorial bench in accordance with the Town’s Memorial Bench Program Policy, and the Town agrees to accept the donation subject to the terms and conditions of this Agreement.

2. Donation & Payment

- 2.1 The Donor shall pay the full fee of **\$2,500** upon approval of the application.
- 2.2 This fee includes the bench, memorial plaque, concrete pad, installation, and routine maintenance for a period of **ten (10) years**.
- 2.3 No installation shall occur until full payment is received.

3. Location & Authority

- 3.1 The Town retains **absolute authority** to determine the final location of the memorial bench.
- 3.2 The Town reserves the right to **relocate the bench at any time** due to construction, safety, maintenance, or redevelopment needs.
- 3.3 The Donor acknowledges that no guarantee is provided regarding permanence of location.

4. Ownership

- 4.1 Upon installation, the memorial bench shall become the **sole property of the Town**.
- 4.2 The Donor waives all ownership claims upon installation.

5. Maintenance & Term

5.1 The Town shall provide routine maintenance for a period of **ten (10) years** from the installation date.

5.2 At the end of the ten (10) year term, the Town may:

- (a) Remove the bench; or
- (b) Offer the Donor an opportunity to renew the agreement for an additional term, subject to applicable renewal fees.

6. Damage, Vandalism & Replacement

6.1 The Town shall not be responsible for replacing benches or plaques damaged by vandalism, severe weather, or normal aging.

6.2 Repairs may be undertaken at the Town’s discretion.

7. Indemnification & Liability

7.1 The Donor agrees to indemnify and save harmless the Town from any claims, demands, actions, or damages arising from the installation or presence of the memorial bench.

8. Termination

8.1 The Town reserves the right to remove the bench if it becomes unsafe, unsightly, or incompatible with future site use.

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations or representations.

Signatures

For the Town:

Clerk

Date: _____

Donor:

Signature

Print Name: _____

Date: _____
