

#### TOWNSHIP OF ASSIGNACK

# REGULAR MEETING OF COUNCIL To Be Held in the Council Chambers Tuesday, February 7, 2017 at 5:00 p.m. Council's Regular Meeting Agenda

#### For consideration:

#### 1. OPENING

- a) Adoption of Agenda
- b) Disclosure of Pecuniary Interest and General Nature Thereof

#### 2. ANNOUNCEMENTS

#### 3. ADOPTION OF MINUTES

- a) Regular Council Meeting of January 17, 2017 (p.3)
- b) Special Council Meeting of January 26, 2017 (p.7)
- c) Assiginack Public Library Board Meeting of December 19, 2016 (p.10)

#### 4. DELEGATIONS

#### 5. REPORTS

a) Staff Report: Automatic Greaser / Grader Repairs (p.12)

#### 6. ACTION REQUIRED ITEMS

- a) Accounts of Payment: General: \$213,438.05 Payroll: \$18,038.39 (p.18)
- b) Donation Request: Fixing our Felines (p.25)
- c) Donation Request: Ride Manitoulin Motorcycle Rally 2017 (p.26)
- d) Appointment of a Water & Wastewaster Committee
- e) Accept 2016 Financial Audit Preparation Letter (p.28)

#### 7. INFORMATION ITEMS

- a) Ministry of Housing: Promoting Affordable Housing Act, 2016 (p.32)
- b) Leask Bay Shores Lane Request Correspondence (p.35)

- c) Phoenix Emergency Management Logic (p.38)
- d) City of Owen Sound Resolution: Gas Tax Funding Formula (p.39)
- e) Sudbury & District Health Unit Resolution Correspondence (p.40)
- f) CPAA: Postal Banking Letter (p.46)
- g) Ministry of Agriculture, Food, and Rural Affairs: RED Program (p.48)
- h) Public Works Garage Energy Production Report (p.50)

#### 8. BY-LAWS

- a) By-law #17-03: Authorize an Agreement with Xplornet Communications Inc. (p.52)
- b) By-law #17-04: Memorandum of Understanding: Chief Building Official (p.63)

#### 9. CLOSED SESSION

a) Litigation, potential litigation, including matters before administrative tribunals affecting the Municipality or local board (*Municipal Act*, 2001, c.25, s.239(2)(e))

#### **10.ADJOURNMENT**

# THE CORPORATION OF THE TOWNSHIP OF ASSIGNACK MINUTES OF THE REGULAR COUNCIL MEETING

The Regular Meeting of the Council of the Corporation of the Township of Assiginack was held in the Council Chambers on Tuesday, January 17<sup>th</sup>, 2017 at 5:00 p.m.

Present:

Mayor Paul Moffatt

Councillor Les Fields Councillor Robert Case Councillor Brenda Reid Councillor Hugh Moggy

Staff:

Alton Hobbs, CAO

Jeremy Rody, Clerk

Press:

Alicia McCutcheon, Expositor

#### **OPENING:**

#### #001-01-17 H. Moggy – B. Reid

THAT the Regular Meeting of the Council of the Corporation of the Township of Assiginack be opened for business with a quorum of members present at 5:00 p.m., with Mayor Moffatt presiding in the Chair. CARRIED

#### AGENDA:

#### #002-01-17 B. Reid – H. Moggy

THAT the agenda for this meeting be accepted as presented. CARRIED

#### **DISCLOSURE OF PECUNIARY INTEREST:**

Councillor Reid disclosed a direct pecuniary interest in Agenda Item 6A Payroll as her husband is an employee of the Township. She did not take part in any discussion, attempt to influence the vote or vote on the matter.

Councillor Case disclosed a direct pecuniary interest in Agenda Item 6A General as he had received payment for providing horse and wagon rides on New Year's Eve. He did not take part in any discussion, attempt to influence the vote or vote on the matter.

#### **ANNOUNCEMENTS:**

Councillor Fields announced that there will be a presentation and celebration for Kelsey Mellan and Matt Bedard between hockey games at the Assiginack Arena on Sunday, February 5<sup>th</sup>, 2017 from 2 to 3 pm. There will be coffee and cupcakes in the arena atrium and the entire community is invited to come out and celebrate the achievements of our local athletes and wish them good luck as they prepare to participate in the World Winter Games in Austria.

#### **ADOPTION OF MINUTES:**

#### #003-01-17 H. Moggy – B. Reid

THAT the minutes of the Regular Council meeting of December 20, 2016, be accepted. CARRIED

#### #004-01-17 B. Reid – H. Moggy

THAT the minutes of the Assiginack Public Library Board meeting of October 17, 2016, be accepted. CARRIED

#### #005-01-17 H. Moggy – B. Reid

THAT the minutes of the Community Policing Advisory Committee meeting of December 7, 2016, be received. CARRIED

#### #006-01-17 B. Reid - H. Moggy

THAT the minutes of the Manitoulin East Municipal Airport Commission meeting of January 9, 2017, be accepted. CARRIED

#### #007-01-17 H. Moggy - B. Reid

THAT the minutes of the Provincial Offences Act Board of Management meeting of October 26, 2016, be received. CARRIED

#### **DELEGATIONS:**

There were no delegations.

#### **REPORTS:**

#### #008-01-17 B. Reid - H. Moggy

THAT the Manitowaning Drinking Water System Inspection Report for 2016-17, be accepted. CARRIED

#### #009-01-17 H. Moggy - B. Reid

THAT the Chief Building Official's 2016 Building Permit Report, be accepted. CARRIED

#### **ACTION REQUIRED ITEMS:**

#### #010-01-17 B. Reid - H. Moggy

THAT Council authorizes the following Accounts for Payment:

General: \$283,265.34

AND THAT the Mayor and administration be authorized to complete cheques #26250 through #26285 and #26290 through #26337 as described in the attached cheque register reports. CARRIED

#### #011-01-17 R. Case - L. Fields

THAT Council authorizes the following Accounts for Payment:

Payroll: \$36,369.04

AND THAT the Mayor and administration be authorized to complete cheques #26246 through #26249 and #26286 through #26289 as described in the attached cheque register reports. CARRIED

#### #012-01-17 L. Fields - R. Case

THAT the following draft policies have been accepted by Council and staff is instructed to prepare by-laws for formal adoption once the necessary consultations and due diligence has been completed:

- 1. Concussion Prevention and Management Policy;
- 2. Criminal Record Check Policy; and,
- 3. Volunteer Management Policy. CARRIED

#### **INFORMATION ITEMS:**

#### #013-01-17 R. Case - L. Fields

THAT we acknowledge receipt of the following correspondence items:

- a) Ministry of Municipal Affairs: Order Notice
- b) AMO's 2017-18 Strategic Objectives
- c) Manitoulin Sudbury DSB: One Central Ambulance Communication Centre
- d) Manitoulin Health Centre Recruitment Update
- e) Ministry of Citizenship and Immigration: 2017 Volunteer Recognition Programs
- f) Vigor Clean Tech: Monthly & Annual Energy Production Report
- g) Town of Fort Frances Resolution: Railway Property Taxation
- h) Town of Bancroft Resolution: Municipal Revenue Tools. CARRIED

#### **BY-LAWS:**

#### #014-01-17 L. Fields - R. Case

THAT By-law #17-01, being a by-law to provide for an interim tax rate and the payment of taxes and for penalty and interest of 1.25% be given it's first, second, and third readings and finally passed in open Council. CARRIED

#### #015-01-17 R. Case - L. Fields

THAT By-law #17-02, being a by-law to authorize a lease renewal agreement with the Canada Post Corporation be given its first, second, and third readings and finally passed in open Council. CARRIED

#### **CLOSED SESSION:**

#### #016-01-17 L. Fields - R. Case

THAT in accordance with By-law #15-30 and Section 239 of the Municipal Act, as amended, Council proceeds to a "Closed Session" at 5:20 p.m. in order to attend to a matter pertaining to:

- e) Litigation, potential litigation, including matters before administrative tribunals affecting the Municipality.
- b) Personal matters about an identifiable individual, including municipal of local board employees. CARRIED

#### #017-01-17 R. Case - L. Fields

THAT we adjourn from our Closed Session at 5:40 p.m., approve the minutes of the Closed Session of December 20, 2016 and resume our regular meeting. CARRIED

#### **CLOSING:**

#### #018-01-17 L. Fields - R. Case

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

Paul Moffatt, MAYOR	Jeremy Rody, CLERK

5:45 p.m.

These Minutes have been circulated but are not considered Official until approved by Council.

# THE CORPORATION OF THE TOWNSHIP OF ASSIGNACK MINUTES OF THE SPECIAL COUNCIL MEETING

The Special Meeting of the Council of the Corporation of the Township of Assiginack was held in the Council Chambers on Thursday, January 26<sup>th</sup>, 2017 at 9:30 a.m.

Present:

Councillor Les Fields

Councillor Robert Case Councillor Brenda Reid Councillor Hugh Moggy

Excused:

Mayor Paul Moffatt

Staff:

Alton Hobbs, CAO

Jeremy Rody, Clerk

Others:

Dr. Michael Bedard

Danika Hawthorne

#### **OPENING:**

#### #019-02-17 L. Fields - R. Case

THAT the Special Meeting of the Council of the Corporation of the Township of Assiginack be opened for business with a quorum of members present at 9:30 a.m., with Deputy Mayor Moggy presiding in the Chair. CARRIED

#### **AGENDA:**

#### #020-02-17 R. Case - L. Fields

THAT the agenda for this meeting be accepted as presented. CARRIED

#### **DISCLOSURE OF PECUNIARY INTEREST:**

There were no disclosures of pecuniary interest declared at this meeting.

#### **ANNOUNCEMENTS:**

There were no announcements made at this meeting.

**Note:** Dr. Bedard's delegation was moved to follow Action Required Items on the agenda.

#### **ACTION REQUIRED ITEMS:**

#### #021-02-17 L. Fields - R. Case

THAT Council instructs staff to write a letter to Mrs. Leeson indicating that the Township will look at constructing an adequate parking lot for McLean's Park in the Spring of 2017. CARRIED

#### #022-02-17 R. Case - L. Fields

THAT all Council meetings in February, March, and April will start at 5 p.m. CARRIED

**Note:** Staff informed Council that not all Canada 150 grants have been finalized and that certain activities will require that supplies are ordered early, especially for Canada Day. Council agreed to set aside some money for the next budget to purchase these items in advance.

#### **DELEGATION:**

Dr. Bedard attended this meeting with NOSM medical student, Danika Hawthorne, currently stationed with the Assiginack Family Health Team to discuss the recent changes to the health care system via Bill 41: Patients First Act, which has proven to be very controversial and confusing even to those in the medical field. He explained that the Local Health Integration Networks (LHINs) now have all the authority over their contracts rather than the Ministry of Health. The Ministry has added 78 sub-LHIN's to act as more regional branches of the 14 original LHINs, which has added another bureaucratic layer to the already complex system. Manitoulin District has its own sub-LHIN.

Recently Manitoulin health care has been well funded however Dr. Bedard is concerned how that might change going forward. Manitoulin Health Centre, CEO Derek Graham has set up a committee called the Collaborative which will be monitoring the on-going changes, the Assiginack Family Health Team Executive Director sits on this committee and will be asked to communicate with Council when there are items to report. He asked Council to start thinking about what they want for the community to have in terms of Health Care. Mr. Bedard presented Council with a report that showed annual average cost of treating a patient, where Assiginack's number were much lower than the Provincial and Peer averages.

#### #023-02-17 R. Case – B. Reid

THAT we thank Dr. Bedard for meeting with Council and presenting his concerns regarding Bill 41: Patients First Act;

AND THAT Council supports his position on the matter. CARRIED

#### **CLOSED SESSION:**

#### #026-02-17 L. Fields - B. Reid

THAT in accordance with By-law #15-30 and Section 239 of the Municipal Act, as amended, Council proceeds to a "Closed Session" at 10:35 a.m. in order to attend to a matter pertaining to:

b) Personal matters about an identifiable individual, including municipal of local board employees. CARRIED

#### #027-02-17 R. Case – L. Fields

THAT we adjourn from our Closed Session at 10:38 a.m., approve the minutes of the Closed Session of January 17, 2017 and resume our special meeting. CARRIED

#### **CLOSING:**

#### #028-02-17 L. Fields - R. Case

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

Hugh Moggy, DEPUTY MAYOR	Jeremy Rody, CLERK

10:40 a.m.

These Minutes have been circulated but are not considered Official until approved by Council.

#### ASSIGINACK PUBLIC LIBRARY BOARD MEETING

#### **MONDAY DECEMBER 19, 2016**

The meeting was called to order by the board chair at 3:05 in the council chambers.

Present: Brenda, Alison, Irma, Catherine, Les and Deb

Regrets: Jane, Heather

38-16 Irma/Alison

That the minutes of the October 17/16 meeting be approved as presented.....cd

39-16 Alison/Catherine

That the financial reports from October and November 2016 be approved as presented.....cd

40-16 Catherine/Alison

That the librarian's reports from October and November be received....cd

#### **OLD BUSINESS**

The GIC account, #9110-754 (\$6303.35) has been closed out and moved in to the Memorial Account to cover costs associated with the final renovations of the library. Friends of the Library donated \$300 toward the current renovations. All items identified within the Canada Post Grant have been received and paid for. Funding for technical support, \$2929.00, has arrived from OLCF and will be used in that capacity before the end of March. The LOL event in November was well attended and another one will be planned for the new year....possible Australia.

#### **Old Business**

The Provincial Grant should be transferred to our General Account. The new, movable, maple shelving has been constructed and is now in use. It was agreed that we would match the new countertop with the countertop installed in the first stage of renovations. The library will be ready to re-open for normal hours on December 27/16.

#### 41-16 Irma/Catherine

That we reimburse the Township of Assiginack \$5240.64 to cover the cost of the new shelving.....cd

#### 42-16 Catherine/Alison

That we allocate up to \$1250 toward the purchase of a new countertop to match the one purchased in the first phase of renovations; to be paid on delivery and installation in 2017...cd

#### 43-16 Catherine/Irma

That we purchase up to five \$10 gift certificates from Loco Beanz for the young people who assisted with re-shelving books....cd

The next meeting will be on January 16, 2017 at 3:00 in the Library.

#### 44-16

The meeting was adjourned at 2:50 on a motion from Alison.

#### Township of Assiginack

### Report

To:

Council

From:

Ron Cooper, Public Works Superintendent

cc;

CAO, Clerk

**Date:** 

January 31, 2017

Re:

Automatic Greaser, Grader Repairs

#### **Automatic Greaser:**

I expect council has the same questions I had originally. We first installed one in 2003 on number 4 and then again on number 7 in 2006. Essentially an automatic greaser is just that. It injects a small amount of grease every hour while the vehicle is in operation. The benefits are that grease is being injected during operation not while the vehicle is stopped. In the 14 years since we started using one I don't believe we have had a wear part go down. The price of parts is one thing but the lack of down time is priceless. It is the new industry standard and almost all vehicles and most equipment have automatic greasers.

#### **Grader Repairs:**

We have a detailed report on what was done to the grader. I will give this to Jeremy to include. In a nut shell the clutch was completely gone and two of the eight cylinders had very little compression leaving the motor with very little power. Strongco report attached.

STRONGCO LIMITED PARTNERSHIP 1640 ENTERPRISE ROAD MISSISSAUGA ONTARIO L4W 4L4 TEL: (905) 670-5100 FAX: (905) 670-7869

CUSTOMER #: 150380
MUNICIPALITY OF ASSIGNACK
BOX 238
MANITOWANING, Ontario, POP 1N0

#### Invoice Preview 8000077390

Date Opened: 24 January, 2017 20:17:01am

Opened By: Nancy Melnychuk

#### REPAIR LOCATION:

Repair Location: Contact Name: Deb Telephone:

Customer Purchase Order: Ron Cooper

Job Code #: Y009-Customer Charge

Terms: NT30

Responsible Group: Multi-Line Shop Service

Pay GST: Y

Equipment #: 82089

Customer Unit #:

Pay PST: Y

Make: CHAMPION

Model: 740A

Mig Serial #: 27796

Engine Model:

Engine Serial #:

Hour Meter: 10044

Warranty:

Machine Down: No

#### Description

Repair clutch and motor.

OK TO PROCEED WITH REPAIRS GIVEN BY RON COOPER 09/21/2018

#### September 22, 2016

- Cut boits off rear in order to remove panel
- Removed doors and side panels
- Removed rear wing mast brace
- Opened radiator door and removed lower panel
- Unit taken to wash bay and cleaned, coolant drained

#### September 23, 2016

- Removed hood and piping off engine
- Removed fuel tank for replacement
- Disconnected hosing and driveline and electrical from engine and removed engine, sat on stands

#### September 26, 2016

- Removed clutch housing
- Removed clutch from engine, inspected (sent to Mississauga for repair)
- Pressure washed engine area
- Washed radiator and cooler and condensor (condensor damaged and plugged)
- Removed bad housing from new fuel tank and made parts list for coolant hoses needing to be changed
- Coleaned and removed filter housing for intake
- Removed filters and prepped for cleaning of inside of filter housing
- Delivered engine to be rebuilt

#### September 28, 2016

- Removed A/C compressor, condensor, evaporator and receiver dryer and lines
- Removed shroud to better clean radiator and oil cooler

#### September 29, 2016

- Pressure washed rad and shroud, also did fan, fan guard, Intake housing and cleaned mejority of parts, cleaned clutch housing

#### Invoice Preview 8000077390

Date Opened: 24 January, 2017 20:17:01em

Opened By: Nancy Melnychuk

STRONGCO LIMITED PARTNERSHIP 1640 ENTERPRISE ROAD MISSISSAUGA ONTARIO L4W 4L4 TEL: (905) 870-6100 FAX: (905) 670-7869

- Used torches to remove broken botts for shroud
- Installed rad shroud
- Changed cap and screen on hydraulic tank
- Removed broken bolts
- Changed engine mounts
- Changed throw out bearing in clutch housing
- Changed clutch slave cylinder and fittings
- Took fuel hosing from fuel tank and hose to clutch slave and had new ones made up, installe lines onto fuel tank, re-installed intake housing and filters onto fuel tank

#### September 30, 2016

- Drained and re-filled both tandems
- Drained and re-fill rear axie
- Changed hydraulic and transmission filters
- Drained and re-filled hydraulic tank

#### October 3, 2016

- Changed transmission oil, had to drop belly pan to get at drain plug
- Refilled oil
- Removed left hand circle turn cylinder rod
- Dismantied and cleaned parts, assembled rod and installed in tube

#### October 4, 2016

- Installed left circle turb cylinder rod and greased
- Removed, re-sealed and installed right circir turb cylinder rod and greased
- Removed pins and removed right articulation cylinder (front bushing gone and bore is oblong)
- Removed cylinder from unit (will have to setup putter for rear pin

#### October 12, 2016

- Removed articulation cylinder pin on left side, removed cylinder, found 2 bad hoses
- installed clutch on rear of engine after changing pilot bearing, tightened boits on clutch

#### October 24, 2016

- Plugged hoses for articulation cylinders
- Put cylinders and pins and hoses in box
- Cut and ground spacers to lock articulation on unit
- Straightened unit and installed spacers between pins and fram
- Recunded up and cleaned parts for engine installation

#### October 26, 2016

- Cleaned and lubed adjusters for alternator belt and fan beit
- Moved engine out of stand
- Installed tranmsission oil pump on engine
- Installed engine in frame
- Put fan into radiator shroud and bolted on guard
- Start to hook up engine

#### October 27, 2016

- Bolt down engine mounts
- Hook up pump driveshaft and tighten pump bracket
- Installed fan and pulley, torque to 50 ft/lbs and adjust fan beit
- Installed new hoses to radiator

#### Invoice Preview 8000077390

Date Opened: 24 January, 2017 20:17:01am

Opened By: Nancy Melnychuk

STRONGCO LIMITED PARTNERSHIP 1640 ENTERPRISE ROAD MISSISSAUGA ONTARIO L4W 4L4 TEL: (905) 670-6100 FAX: (905) 670-7869

- Installed heater hoses on engine
- Start to hook up wiring on left side of angine

#### October 28, 2016

- Began plumbing engine and running electrical
- Finish wiring on left side of engine
- Hooked up lines on clutch housing
- Re-route brake lines through hangers
- Order new temeprature sensor (damaged)

#### October 31, 2016

- Cleaned and Installed fuel tank on unint
- Moved screen from old tank to new tank
- Installed engine temperature sensor and wired in
- Started to connect wiring to fuel tank, torqued down fuel tank and ran lines accordingly
- Retrieved fuel from fuel tank in yard and manually filled 100 L Into tank so we can start and run unit for test

#### Novgember 1, 2016

- Continued plumbing of engine
- Gave park brake thorough pressure washing in area for park brake pads to be changed

#### November 2, 2016

- Finished wiring up fuel tank, clamped wires to tank
- Install u-belt to hold hoses up
- Installed guards in fan shroud
- Cleaned bolt holes in panels for hood

#### November 3, 2016

- Installed engine hood
- Hooked up hoses to expansion tank, coolant filled, engine oil filled, hoses to expansion tank hooked up to hoo "P" clips

#### November 4, 2018

- Checked all levels and hooked up batteries
- Bled clutch slave cylinder and topped upo master cylinder
- Started engine, transmission cooler blew out at rear fitting
- Drained coolant, removed cooler and cleaned (sent out for repair)
- Dismantled and cleaned air inlet, installed air inlet
- Installed exhaust pipe and stack, hooked up dirt ejector line between exhaust and inlet
- Removed transmission pan and cleaned park brake pad

#### November 7, 2016

- Removed park brake cable to remove caliper (had to use torch on one mounting bolt but upper stripped naide - alien bolt)
- Setup weider to weld nut on to try and remove bott but upper stripped inside (Allen bott)

#### November 8, 2016

- Using welder, welded nut to stuf with stripped Allen key, removed bolt (ordered 2 new)
- Cleaned caliper and changed pads, adjusted to fit with new pads and will finish install once bolts arrive
- Installed cooler on unit and filled fluids (cooler leaking, removed

#### Invoice Preview 8000077390

Date Opened: 24 January, 2017 20:17:01am

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#### STRONGCO LIMITED PARTNERSHIP 1640 ENTERPRISE ROAD MISSISSAUGA ONTARIO L4W 4L4 TEL: (905) 670-6100 FAX: (905) 670-7869

#### cooler for repair)

#### November 10, 2016

- Removed bad cooler line and had new one made
- Ran new hose in machine
- Pressure washed oil off unit that spilled from line on removal

#### November 11, 2016

- Installed cooler and filled coolant
- Tested tube and main pressure to transmission to prevent any possible over pressure to cooler (all within spec)
- Installed mounting bolts for park brake caliper and adjusted
- Installed belly pan under transmission
- Mounted park brake cable
- Topped up transmissionm check transmission pressures (in spec 215 PSI)
- Welded midship lock pins in place, tested unit (low range only to test

#### engine)

#### November 14, 2016

- Installed panel over backup alarm
- Closed and bolted rad door
- Installed wing bracke and tightened (used zip ties to clean up wiring)
- Installed side covers on engine
- installed doors
- Topped up hydraulic oil and transmission oil
- Checked coolant and engine oil levels
- Put air in both front tandem tires 48 PSI
- Greased drive shaft

Product kd	Description	Qty		Unit Price	Net Value
CH-63419	BELT	1	EA	57.95	57.95
CH-49076	HYDRAULIC FLUID FILTER	2	EA	98.69	197,38
CH-37398	PRIMARY FILTER	1	EA	110.66	110.68
CH-63268	AIR FILTER	1	EA	72.21	72.21
CH-26866	AIR FILTER INSERT	1	EA	54.18	54,18
UU-CH-74930R	SLAAVE CYLINDER	1	EA	649.26	649.28
CH-97117	MASTER CYLINDER	1	EA	847.22	847.22
VOE12724304	REPAIR KIT	2	EA	107.26	214.52
VOE7011024	BEARING	1	EA	51.65	51.65
CH-3865	BALL BEARING	1	EA	190,43	190.43
CH-48476	BRAKE PAD KIT	2	EA	116.93	233.85
VOE11988316	Wet Brake Transaxle Oil (WB101)	5	EA	151.25	756.23
VOE11988314	Super Hydraulic Oil 48	5	EA	140.45	702.24
RR-UNIVIS-HVI-13	MINERAL OIL	1	EA	6.58	6.58
SNA60201324	GEAR OIL 60W90	2	EA	153.10	306.20
CH-400372	FILLER CAP-HYD TANK	1	EA	143.22	143.22
UU-CH-95561	FUEL TANK GRADER	1	EA	1,200.00	1,200.00
CH-62460	BALL JOINT	2	EA	81.52	163.03
CH-30081	RUBBER CUSHION	4	EA	58.41	233.62
CH-30075	WASHER	2	EA	12.22	24.43
CH-25285	GASKET	1	EA	15.92	15.92
CH-62388	SET SCREW	1	EA	6.29	6.29
CH-95375	RADIATOR HOSE	1	EA	69.72	69.72
CH-95241	HOSE-ENGINE/OIL COOLER-MI	1	EA	32.46	32.46
SUBLET1	Hoses				140,58
VOE15018520	Volvo Super Transmission Oil	2	EA	146.06	292.11
SUBLET2	AC Quote				299.25
DZ-37677RU	CLUTCH REBUILT 4 DISC	1	EA	1,615.00	1,615,00
SUBLET2	Engine rebuild	N ->-			19,950.00

The Unmistakable Power of Strongco

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#### Invoice Preview 8000077390

STRONGCO LIMITED PARTNERSHIP 1840 ENTERPRISE ROAD MISSISSAUGA ONTARIO L4W 4L4 TEL: (905) 570-5100 FAX: (905) 670-7869

Oate Opened: 24 January, 2017 20:17:01am
Opened By: Nancy Melnychuk

Product ld	Description	Qty		Unit Price	Net Value
RM-59616322	TEMPERATURE SENSOR	1	EA	36.55	
VOE15120803	Ultra Diesel Engine Oil 15W40 VDS-4	,	EA		36.65
SUBLET2	Transmission cooler repair	•	EA	124.75	249.50
CH-50G-1028	HEXAGON SCREW	_	<b>5</b> 0		389.03
SUBLET2		2	EA	23.19	46.37
SUBLET2	2nd transmission cooler repair				266.00
SNA60201330	Hoses (cooler repair)				192.00
	ANTIFREEZE COOLANT	2	EA	37.58	75.15
SUBLETZ	SUBLET				458.00-
	Parts:				29,432.91
	Labour,				15,187.50
	Travel Labour:				0.00
	Mileage:	0.000			0.00
	Expenses:				
	Environmental Fees:				0.00
	Consumables Fees:				200.00
					1,215,00
	Sub-Total;				46,035.41

HST:	5,984.60
Total;	52,020,01

System: 23/01/2017 User Date: 23/01/2017

Ranges:

Vendor ID

Vendor Name

2:30:14 PM

To:

Last

Last

Last

#### The Township of Assiginack

CHEQUE DISTRIBUTION REPORT

Payables Management

From:

Chequebook ID First Cheque Number 0026343

To: Last 0026371

Page:

User ID: deb

Cheque Date First Sorted By: Cheque Number Distribution Types Included: All

From:

First

First

Challe	10026244	Date	22/01/	2017	Vandar.	CT DRILLE ANGLICAN CHIPCH	<del></del>	Amount	625 00	1
ChqNo:	0026344	Date:	23/01/:			ST. PAULS ANGLICAN CHURCH	InvAmt:	Amount	\$25.00	l
	InvNo: JAN 19 2017		TuAnesc:	pec-hal	ll renta	l cooking class	THANKS.	\$25.00		
ChqNo:	0026345	Date:	23/01/	2017	Vendor:	TOWNSHIP OF ASSIGINACK		Amount	\$274.87	l
	InvNo: HGDM37		InvDesc:	mun pri	hilly	grove drain main	InvAmt:	\$274.87		
ChqNo:	0026346	Date:	23/01/2	2017	Vendor:	ASSIGINACK MUSEUM BOARD		Amount	\$5,000.00	
	InvNo: 2016 4TH QTR		InvDesc:	2016 4t	th qtr 1	evy	InvAmt:	\$5,000.00		
ChqNo:	0026347	Date:	23/01/2	2017	Vendor:	BELL CANADA		Amount	\$21.30	l
	InvNo: 20170101		InvDesc:	toll fr	ee line		InvAmt:	\$21.30		
ChqNo:	0026348	Date:	23/01/2	2017	Vendor:	CITY OF GREATER SUDBURY		Amount	\$944.87	
	InvNo: 00073805		InvDesc:	dec red	yl mate	rial	InvAmt:	\$944.87		
ChqNo:	0026349	Date:	23/01/2	2017	Vendor:	COMPUTREK		Amount	\$19.78	
	InvNo: 14284		InvDesc:	jan bit	defende	r virus proct	InvAmt:	\$19.78		
ChqNo:	0026350	Date:	23/01/2	2017	Vendor:	EASTLINK	·	Amount	\$97.08	l
	InvNo: JAN 10 2017 M	ARINA	InvDesc:	marina-	dsl		InvAmt:	\$48.54		
	InvNo: JAN 10 2017 P	W	InvDesc:	pw-dsl			InvAmt:	\$48.54		
ChqNo:	0026351	Date:	23/01/2	2017	Vendor:	G. STEPHEN WATT, BARRISTER		Amount	\$249.17	l
	InvNo: 3141		InvDesc:	general	legal		InvAmt:	\$249.17		
ChqNo:	0026352	Date:	23/01/2	017	Vendor:	EXP SERVICES INC.		Amount	\$3,095.74	ļ
	InvNo: 354431		InvDesc:	landfil	l expans	sion	InvAmt:	\$3,095.74		
ChqNo:	0026353	Date:	23/01/2	017	Vendor:	FREDDIE'S WELDING INC		Amount	\$1,562.10	
	InvNo: 145596		InvDesc:	welding	on bac	khoe #14	InvAmt:	\$1,562.10		
ChqNo:	0026354	Date:	23/01/2	017	Vendor:	GERRY STRONG		Amount	\$153.85	,
	InvNo: JAN 23 2017		InvDesc:	bldg in	sp milea	age	InvAmt:	\$153.85		
ChqNo:	0026355	Date:	23/01/2	017	Vendor:	GIN-COR INDUSTRIES		Amount	\$11,087.56	
	InvNo: 40424		InvDesc:	upgrade	s to nev	v truck	InvAmt:	\$11,087.56		
ChqNo:	0026356	Date:	23/01/2	017	Vendor:	HYDRO ONE NETWORKS INC.		Amount	\$426.33	
	InvNo: JAN 6 2017 ADM	MIN	InvDesc:	mun.off	ice		InvAmt:	\$426.33		
ChqNo:	0026357	Date:	23/01/2	017	Vendor:	LESLIE FIELDS		Amount	\$78.00	
	InvNo: JAN 11 2017		InvDesc:	poa-mil	eage		InvAmt:	\$78.00		
ChqNo:	0026358	Date:	23/01/2	017	Vendor:	MANITOWANING MILL & HOME BUT	LDING CENTRE	Amount	\$9.01	
	InvNo: 0101661		InvDesc:	admin-g	.bags		InvAmt:	\$9.01		

System: 23/01/2017 2:30:14 PM User Date: 23/01/2017

InvNo: 14097712

### The Township of Assiginack

CHEQUE DISTRIBUTION REPORT Payables Management

Page:

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\$4,568.82

InvNo: 00281746 InvDesc: supplies-Kelsey/Matt appr.evnt InvAmt: \$19.28

InvNo: 00280651 InvDesc: admin-supp InvAmt: \$2.25

InvNo: 00279036 InvDesc: admin-water refill InvAmt: \$3.99

InvNo: 00282342 InvDesc: pec-snacks for kids snowshoe InvAmt: \$65.92

ChqNo: 0026360 Date: 23/01/2017 Vendor: METAL AIR MECHANICAL SYSTEMS Amount \$1,924.69

InvNo: 124531 InvDesc: arena-compressor oil InvAmt: \$140.09

InvNo: 124530 InvDesc: arena-install auto dialer plan InvAmt: \$1,677.25

InvNo: 124580 InvDesc: arena-supply brine anaylsis InvAmt: \$107.35

 ChqNo:
 0026361
 Date:
 23/01/2017
 Vendor:
 MINISTER OF FINANCE
 Amount:
 \$91.31

InvNo: JAN 23 2017 InvDesc: salary garnishmnet invAmt: \$91.31

 ChqNo:
 0026362
 Date:
 23/01/2017
 Vendor:
 NEW NORTH FUELS INC
 Amount

 InvNo:
 396061
 InvDesc:
 po-furnace oil
 InvAmt:
 \$523.14

InvNo: 395882 InvDesc: pw-dyed diesel InvAmt: \$527.29

InvNo: 395883 InvDesc: pw-diesel InvAmt: \$1,803.74

InvNo: 397359 InvDesc: pw-dyed diesel InvAmt: \$768.21

InvNo: 397327 InvDesc: pw-diesel InvAmt: \$946.44

ChqNo: 0026363 Date: 23/01/2017 Vendor: NORTH CHANNEL MARINE TOURISM COUNCIL INC. Amount: \$678.00

InvNo: 2017 MEMBERSHIP InvDesc: 2017 membership InvAmt: \$678.00

ChqNo: 0026364 Date: 23/01/2017 Vendor: ONTARIO CLEAN WATER AGENCY Amount \$425.87

InvNo: INV000091324 InvDesc: dec extras ss/mtg wtp InvAmt: \$425.87

ChqNo: 0026365 Date: 23/01/2017 Vendor: PAUL MOFFAT Amount: \$54.08

InvNo: JAN 23 2017 InvDesc: mma meeting mileage InvAmt: \$54.08

ChqNo: 0026366 Date: 23/01/2017 Vendor: SUDBURY & DISTRICT HEALTH UNIT Amount: \$2,688.00

InvNo: RC020033409 InvDesc: feb sdhu health levy InvAmt: \$2,688.00

fd-service contract

InvDesc:

 ChqNo:
 0026367
 Date:
 23/01/2017
 Vendor:
 SUPERIOR PROPANE INC.
 Amount:
 \$3,710.99

InvAmt:

\$71.19

InvNo: 14097714 InvDesc: pw-service contract InvAmt: \$58.66

InvNo: 14097715 InvDesc: lib bldg-service contract InvAmt: \$71.19

InvNo: 14284843 InvDesc: fd-propane InvAmt: \$810.01

InvNo: 14284844 InvDesc: pw-propane InvAmt: \$1,831.44

InvNo: 14284845 InvDesc: lib bldg-propane InvAmt: \$868.50

InvNo: 1581682 InvDesc: arena-annual fire alrm insp InvAmt: \$429.40

InvNo: 169 InvDesc: pec-filipino cooking class InvAmt: \$150.00

System: 23/01/2017 User Date: 23/01/2017 2:30:14 PM

## The Township of Assiginack CHEQUE DISTRIBUTION REPORT

Payables Management

Page: 3 User ID: deb

 ChqNo:
 0026370
 Date:
 23/01/2017
 Vendor:
 VERSUS BUSINESS FORMS & LABELS
 Amount:
 \$762.57

 InvNo:
 42209
 InvDesc:
 tax bill forms
 InvAmt:
 \$762.57

ChqNo: 0026371 Date: 23/01/2017 Vendor: WINDOWS UNLIMITED Amount: \$12,356.13

InvNo: 296119 InvDesc: rdside park maint.2017 InvAmt: 512,322.23

InvNo: 296120 InvDesc: po/bnk bldg-repair downspout InvAmt: \$33.90

\*\*\* End of Report \*\*\*

Report Total:

\$53,012.21

System: 31/01/2017 User Date: 31/01/2017 8:57:21 AM

Last

#### The Township of Assiginack

CHEQUE DISTRIBUTION REPORT Payables Management

Page: User ID: deb

Ranges:

Cheque Date First

From: Vendor ID First Vendor Name First To: Last Last

From: Chequebook ID First Cheque Number 0026372

To: Last 0026392

Sorted By: Cheque Number

Distribution Types Included: All

ChqNo:	0026372	Date: 25/0	1/2017 Vendor: MSC INDUSTRIAL SUPPLY ULC		Amount	\$40.69
	InvNo: 8918347001	InvDesc	hst not billed on #8867083001	InvAmt:	S40.69	
ChqNo:	0026373	Date: 25/0	1/2017 Vendor: REGIONAL SPRING SERVICE		Amount	\$24.28
	InvNo: 400642	InvDesc	: pw-nut/rim studs/wheel studs	InvAmt:	\$24.28	
ChqNo:	0026374	Date: 27/0	1/2017 Vendor: ALLEN'S AUTOMOTIVE GROUP		Amount	\$1,798.42
	InvNo: 622218	InvDesc	def fluid	InvAmt:	\$49.22	
	InvNo: 622045	InvDesc	I light #5	InvAmt:	\$15.29	
	InvNo: 621804	InvDesc	fuel line	InvAmt:	\$20.45	
	InvNo: 621262	InvDesc	: battery #3	InvAmt:	\$166.66	
	InvNo: 621021	InvDesc	: fuel	InvAmt:	\$71.01	
	InvNo: 620981	InvDesc	: fuel	InvAmt:	\$115.00	
	InvNo: 620976	InvDesc	: fuel	InvAmt:	\$149.99	
	InvNo: 620829	InvDesc	connector trailer	InvAmt:	\$18.78	
	InvNo: 620569	InvDesc	grade 8 bolts	InvAmt:	\$7.67	
	InvNo: 620352	InvDesc	rain x	InvAmt:	\$6.16	
	InvNo: 620154	InvDesc:	midlink #7	InvAmt:	\$12.02	
	InvNo: 619859	InvDesc:	hydraulic fluid	InvAmt:	\$30.87	
	InvNo: 619718	InvDesc:	sprayer	InvAmt:	\$7.90	
	InvNo: 619290	InvDesc:	anti-corosion spray	InvAmt:	\$184.28	
	InvNo: 618952	InvDesc:	bolts	InvAmt:	\$0.63	
	InvNo: 618812	InvDesc:	workboots (walter)	InvAmt:	\$216.91	
	InvNo: 618811	InvDesc:	workboots (bcb)	InvAmt:	\$216.91	
	InvNo: 618719	InvDesc:	spark plug	InvAmt:	\$8.43	
	InvNo: 621110	InvDesc:	fuel	InvAmt:	\$150.00	
	InvNo: 621025	InvDesc:	fuel	InvAmt:	\$189.00	
	InvNo: 619598	InvDesc:	fuel	InvAmt:	\$109.00	
	InvNo: 619032	InvDesc:	coffee	InvAmt:	\$27.98	
:	InvNo: 618185	InvDesc:	tread depth gauge	InvAmt:	\$5.64	

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InvNo: 1333

InvDesc: chains #2

8:57:21 AM

#### The Township of Assiginack

CHEQUE DISTRIBUTION REPORT Payables Management

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InvNo: 618062 InvDesc: paint InvAmt: \$18.62 ChqNo: 0026375 Date: Vendor: ATHLETICA SPORTS SYSTEMS INC 27/01/2017 Amount \$366.12 InvDesc: arena-gasket InvAmt: InvNo: 306811 \$366.12 ChqNo: 0026376 Date: Vendor: BJ'S & ADDISONS 27/01/2017 Amount \$119.78 InvNo: 97814 InvDesc: grader tire repair InvAnt: \$119.78 ChqNo: 0026377 Date: 27/01/2017 Vendor: CAMBRIAN TRUCK CENTRE INC. Amount \$14.26 InvNo: SLW70841 InvAmt: InvDesc: ring #4 \$14.26 ChqNo: 0026378 Date: 27/01/2017 Vendor: EXP SERVICES INC. Amount \$24,916.50 InvNo: 357573 InvAmt: InvDesc: option analysis ss/mtg wtps \$24,916.50 ChqNo: 0026379 Date: 27/01/2017 Vendor: HUGHES SUPPLY COMPANY Amount \$49.66 InvAmt: InvNo: 37636 InvDesc: garbage bags \$49.66 ChqNo: 0026380 Date: 27/01/2017 Vendor: HYDRO ONE NETWORKS INC. Amount: \$5,407,60 InvAmt: InvNo: JAN 20 2017 InvDesc: \$1,747.70 arena InvAmt: InvNo: JAN 20 2017 TENNIS InvDesc: tennis courts \$34.18 InvAmt: InvNo: JAN 20 2017 SS WTP InvDesc: \$1,345,21 ss wtp InvAmt: InvNo: JAN 20 2017 SHOWERS InvDesc: marina showerhouse \$70.30 InvAmt: InvNo: JAN 20 2017 INFO InvDesc: \$36.69 info booth InvNo: JAN 20 2017 LITES InvAmt: InvDesc: street lites \$806.82 InvNo: JAN 20 2017 DOCKS InvDesc: marina docks InvAmt: \$84.89 InvNo: JAN 20 2017 LIBRARY InvDesc: library InvAnt: \$539.91 InvAmt: InvNo: JAN 20 2017 PO/BNK InvDesc: po/bank \$741.90 Date: ChqNo: 0026381 27/01/2017 Vendor: MANITOWANING MILL & HOME BUILDING CENTRE Amount \$33.03 InvNo: 0102427 InvDesc: lib-paint supplies InvAmt: \$33.03 ChqNo: 0026382 Date: Vendor: MANITOWANING FRESHMART 27/01/2017 Amount \$19.74 InvNo: 00283405 InvDesc: pec-snacks aps snowshoeing InvAmt: \$19.74 ChqNo: Date: 0026383 Vendor: MIKE VAREY EXCAVATING & EQUIPMENT 27/01/2017 Amount \$2,017.05 InvNo: 904325 InvDesc: snow removal InvAmt: \$2,017.05 ChqNo: 0026384 Date: 27/01/2017 Vendor: MINISTER OF FINANCE Amount \$1,006.17 InvAmt: InvNo: JAN 2017 InvDesc: jan eht remittance \$1,006.17 ChqNo: 0026385 Date: 27/01/2017 Vendor: MSC INDUSTRIAL SUPPLY ULC Amount \$20.23 InvAmt: InvNo: 9005014002 InvDesc: safety glasses s20.23 ChqNo: 0026386 Date: 27/01/2017 Vendor: OMERS Amount \$8,356.56 InvNo: JAN 2017 InvDesc: jan omers remittance InvAmt: \$8,356.56 ChqNo: 0026387 Date: Vendor: RAINBOW DISTRICT SCHOOL BOARD 27/01/2017 Amount \$88,469.11 InvDesc: 2016 4th qtr req InvNo: 2016 4TH OTR InvAmt: \$88,469.11 ChqNo: 0026388 Vendor: RALF ISLAND TRUCK PARTS Date: 27/01/2017 Amount: \$899.40

InvAmt:

\$655.87

31/01/2017 System: User Date: 31/01/2017 8:57:21 AM

#### The Township of Assiginack

CHEQUE DISTRIBUTION REPORT

Payables Management

InvAmt:

Page: User ID: deb

InvNo: 1291

InvDesc: 24 volt light (loader)

\$49,26

InvNo: 1304

InvDesc: def fluid/washer fluid/light

InvAmt:

\$194.27

ChqNo: 0026389	Date: 27/01/2017 Vendor: RECEIVER GENERAL	Amount \$15,351.45
InvNo: JAN 2017	InvDesc: jan source deductions	InvAmt: \$15,351.45

ChqNo: 0026390 Date: Vendor: TULLOCH ENGINEERING Amount 27/01/2017 InvAmt: \$270.00 InvNo: 165-328-3A InvDesc: corr. on #165328-3

InvAmt:

InvNo: 155319-16

InvDesc: drain supt

\$1,754.89

\$1,654.35

InvNo: 165328-5

InvDesc: arthur/queen st

InvAmt:

\$6,424.05

ChqNo: 0026391 Vendor: KEN HARTLEY FINE CARPENTRY Date: 27/01/2017 Amount \$1,412.50 InvNo: JAN 24 2017 InvDesc: lib-supp/install countertop InvAmt: \$1,412.50

ChqNo: 0026392

Date: 27/01/2017 InvDesc: jan wsib

Vendor: WORKPLACE SAFETY & INSURANCE BOARD InvAmt: Amount

\*\*\* End of Report \*\*\*

InvNo: JAN 2017

Report Total:

\$160,425.84

\$8,448.94

\$1,654.35

C 0•

53,012-21

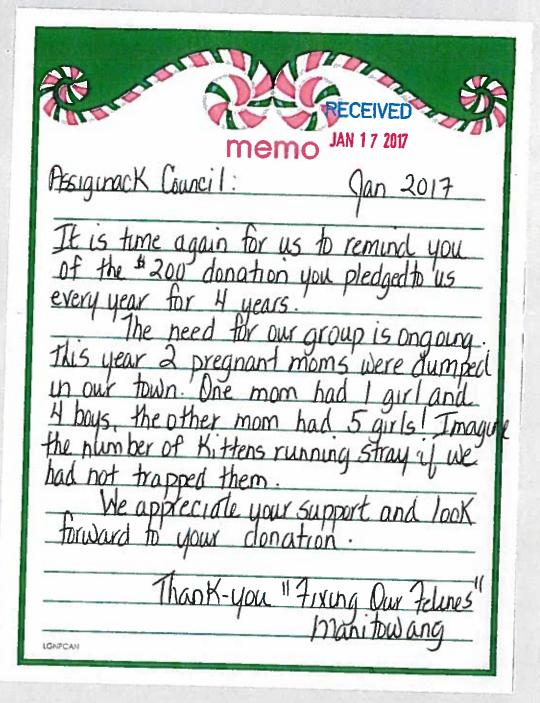
160,425.84

213,438.05

Date : 23/01/2017 Time : 10:40:59 AM

Payment #	Amount	Date	Batch #	Employee ID	Employee Name	Status	Payment Method
0026338	1	23/01/2017	01/23COMB	118	COOPER, RONALD	OUTSTANDING	Cheque
0026339		23/01/2017	01/23COMB	122	HOBBS, ALTON	OUTSTANDING	Cheque
0026340		23/01/2017	01/23COMB	126	MacDONALD, DEBORAH	OUTSTANDING	Cheque
0026341		23/01/2017	01/23COMB	133	BOND, FREDA	OUTSTANDING	Cheque
0026342		23/01/2017	01/23COMB	158	QUACKENBUSH, ASHLEY T	OUTSTANDING	Cheque
719		23/01/2017	01/23COMB	106	WOOD, STEVEN	OUTSTANDING	Direct Deposit
720		23/01/2017	01/23COMB	134	VIRTANEN, ANNETTE	OUTSTANDING	Direct Deposit
721		23/01/2017	01/23COMB	140	REID, WALTER	OUTSTANDING	Direct Deposit
722		23/01/2017	01/23COMB	152	PRAIRIE, JANET	OUTSTANDING	Direct Deposit
723		23/01/2017	01/23COMB	155	BECK, WILLIAM	OUTSTANDING	Direct Deposit
724		23/01/2017	01/23COMB	163	MACDONALD, ROBERT	OUTSTANDING	Direct Deposit
725		23/01/2017	01/23COMB	164	MIDDAUGH, WAYNE	OUTSTANDING	Direct Deposit
726		23/01/2017	01/23COMB	168	STRONG, GERRY	OUTSTANDING	Direct Deposit
727		23/01/2017	01/23COMB	186	RODY, JEREMY	OUTSTANDING	Direct Deposit
728		23/01/2017	01/23COMB	205	MOFFAT, PAUL	OUTSTANDING	Direct Deposit
729		23/01/2017	01/23COMB	206	CASE, ROBERT	OUTSTANDING	Direct Deposit
730		23/01/2017	01/23COMB	211	MOGGY, HUGH	OUTSTANDING	Direct Deposit
731		23/01/2017	01/23COMB	214	FIELDS, LESLIE	OUTSTANDING	Direct Deposit
732		23/01/2017	01/23COMB	216	REID, BRENDA	OUTSTANDING	Direct Deposit
733		23/01/2017	01/23COMB	301	ROBINSON, DEBBIE	OUTSTANDING	Direct Deposit
734		23/01/2017	01/23COMB	322	OBRIEN, JOSEPH	OUTSTANDING	Direct Deposit
735		23/01/2017	01/23COMB	323	WHITE, JACQUELINE	OUTSTANDING	Direct Deposit

Total: \$18,038.39



#### **Jeremy Rody**

From: Sent: Ann Auxier <anobleauxier@gmail.com> Saturday, January 28, 2017 11:44 AM

To:

irody@eastlink.ca

Subject:

Ride Manitoulin

Ride Manitoulin Motorcycle Rally 2017

#### Hello:

On July 14 and 15, 2017, Ride Manitoulin Motorcycle Rally is having their annual rally in Providence Bay on Manitoulin Island.

The event will include a poker run, adventure ride, motorcycle games, live entertainment, community vendors, dances and more.

This year we are raising money for the Manitoulin chapter of the Alzheimer's Society

We would be grateful if you could support our event. We anticipate over 300 people attending this event which will also have a Canada 150 spin.

If you choose to support us monetarily, your business will be listed on our website and at the rally itself.

Also, for a minimum price \$250 you can be a stop on our poker run and market your business in person.

Make cheques out to Township of Central Manitoulin for a charitable receipt. (Ride Manitoulin in memo). Also, the sooner we get your donation we will put your info on our website under 2007 Sponsors. Email request if you would like more info or if you would like a pick up from a committee member.

Thank you very much for your time and I hope to hear from you soon. Check out our website: www.ridemanitoulin.net or on FB

Sincerely,

Ann Auxier

Committee Member

P.0. Box 242

Mindemoya, ON P0P 1S0 anobleauxier@mail.com



BERNIE R. FREFLANDT, FCPA, FCA EDWIN P. REILLY, CPA, CA SAM P. LOLAS, CPA, CA KIRBY W. HOULE, CPA, CA

#### January 26, 2017

Members of Council Corporation of the Township of Assiginack P.O. Box 238 25 B Spragge Street Manitowaning, Ontario P0P 1N0

#### Dear Members of Council:

We are writing this letter in connection with our audit of the financial statements for the year ended December 31, 2016.

Our purpose in writing is to ensure effective two-way communication between us in our role as auditors and yourselves with the role of overseeing the financial reporting process. In this letter we will:

- a) Address our responsibilities as independent auditors and provide information about the planned scope and timing of our audit.
- b) Request a response to some audit questions and any additional information you may have that could be relevant to our audit.

#### **Auditor Responsibilities**

The respective responsibilities of ourselves and of management in relation to the audit of financial statements are set out in the engagement letter that was signed by management on January 26, 2017. This engagement letter is included with this letter.

#### Planned Scope and Timing of Our Audit

Our objective as auditors is to express an opinion on whether the financial statements are prepared, in all material respects, in accordance with .

In developing our audit plan, we worked with management to understand the nature of Corporation of the Township of Assiginack and to identify and assess the risks of material misstatement in the financial statements, whether due to fraud or error. Our audit plan has been designed to focus on the identified areas of risk.

#### Materiality

For the current period, we have determined an overall materiality amount of \$70,000. This amount will be used to:

- a) Plan and perform the audit; and,
- b) Evaluate the effects of identified and uncorrected misstatements on the audit procedures performed as well as on the financial statements.

The materiality amount will be reassessed prior to the end of the engagement to ensure it remains appropriate.

#### Significant Changes During Period

The significant changes that we addressed in planning the audit for the current period are set out below:

- a) entity operations and personnel
- b) accounting and control systems
- c) accounting and auditing standards

#### **Internal Control**

To help identify and assess the risks of material misstatement in the financial statements, we obtain an understanding of internal control relevant to the audit. This understanding is used in the design of appropriate audit procedures. It is not used for the purpose of expressing an opinion on the effectiveness of internal control. Should we identify any significant deficiencies in the internal control and accounting systems, we will communicate them to you in our audit findings letter.

#### Significant Risks

In planning our audit, we identify significant financial reporting risks that, by their nature, require special audit consideration. The significant risks we have identified and our proposed audit response is outlined below:

Significant Risks	Proposed Audit Response
Landfill closure and post-closure liability	- Discuss policies and procedures over measurement and recognition of the liability - Review and recalculate liability - Obtain an understanding of assumptions used in calculation - Review engineering reports and assess capacity of experts used
Appropriate cut-off of expenses	- Perform substantive tests of detail including a search for unrecorded liabilities - Review cut-off procedures - Assess the reasonability of accruals - Analytical procedures
Capital Expenditures	- Perform substantive tests to vouch the existence of expenditures and ensure that they are appropriately classified as capital - Review cut-off of any projects in process - Inquire of management regarding policies for capitalization and controls around these projects

Significant Risks	Proposed Audit Response
Management Override	- Obtain an understanding of policies and procedures in place over financial reporting and journal entries - Sampling of journal entries - Review of management's estimates and accounting policy choices

If there are specific areas that warrant our particular attention during the audit or where you would like us to undertake some additional procedures, please let us know.

#### **Uncorrected Misstatements**

Where we identify uncorrected misstatements during our audit, we will communicate them to management and request that they be corrected. If not corrected by management, we will then request that you correct them. If not corrected by you, we will also communicate the effect that they may have individually, or in aggregate, on our audit opinion.

#### Timing

The proposed timing of our audit (as discussed with management) is as follows:

Action	Planned Date	
Present audit planning letter to council	January 2017	
Present engagement letter to council	January 2017	
Conduct year-end field work	February 14-16th, 2017	
Present audit findings report to council	April 2017	
Provide an audit opinion of the financial statemetrs and present to council	April 2017	

#### **Engagement Team**

Our engagement team for this audit will consist of the following personnel:

Name	Role	Contact Details
Corey Houle	Partner	
Tony McGregor	Manager	
Farrell Flintoff	Preparer	
Leah Legault	Preparer	

#### **Audit Findings**

At the conclusion of our audit, we will prepare an audit findings letter to assist you with your review of the financial statements. This letter will include our views and comments on matters such as:

- · Significant matters, if any, arising from the audit that were discussed with management;
- · Significant difficulties, if any, encountered during the audit;
- Qualitative aspects of the entity's accounting practices, including accounting policies, accounting estimates and financial statement disclosures;
- Uncorrected misstatements: and
- Any other audit matters of governance interest.

#### **Audit Questions and Requests**

Fraud

To help us in identifying and responding to the risks of fraud within the entity, we would appreciate your responses to the following questions:

- 1. What oversight, if any, do you provide over management's processes for identifying and responding to fraud risks? Management's processes could include policies, procedures, programs or controls that serve to prevent, detect and deter fraud.
- 2. Do you have any knowledge of any actual, suspected or alleged fraud, including misappropriation of assets or manipulation of the financial statements, affecting the entity? If so, please provide details and how the fraud or allegations of fraud were addressed.

#### Other Matters

Would you please bring to our attention any significant matters or financial reporting risks, of which you are aware, that may not have been specifically addressed in our proposed audit plan. This could include such matters as future plans, contingencies, events, decisions, non-compliance with laws and regulations, potential litigation, specific transactions (such as with related parties or outside of the normal course of business) and any additional sources of audit evidence that might be available.

We recognize your significant role in the oversight of the audit and would welcome any observations on our audit plan.

This letter was prepared for the sole use of those charged with governance of Corporation of the Township of Assiginack to carry out and discharge their responsibilities. The content should not be disclosed to any third party without our prior written consent, and we assume no responsibility to any other person.

Yours very truly,

FREELANDT CALDWELL REILLY LLP

Corey Houle, Principal

49700

Ministry of Housing

Minister Responsible for the Poverty Reduction Strategy

Office of the Minister

777 Bay Street, 17<sup>th</sup> Floor Toronto ON M5G 2E5 Tel.: 416 585-6500 Fax: 416 585-4035 Ministère du Logement

Ministre responsable de la Stratégie de réduction de la pauvreté

Bureau du ministre

777, rue Bay, 17° étage Toronto ON M5G 2E5 Tél.: 416 585-6500 Téléc.: 416 585-4035



17-72182

Dear:

Heads of Council

Re: The Promoting Affordable Housing Act. 2016

The Promoting Affordable Housing Act, 2016 received Royal Assent on December 8, 2016. The Act amends the Planning Act, the Development Charges Act, 1997, the Housing Services Act, 2011 and the Residential Tenancies Act, 2006.

#### **Inclusionary Zoning**

Inclusionary zoning would help to serve more people in need of housing by increasing the supply of affordable units based on local/municipal needs. When proclaimed, the *Planning Act* will give municipalities the option of requiring affordable housing units as part of residential developments. The government plans to consult on a proposed regulation for inclusionary zoning before the *Planning Act* amendments are proclaimed.

When proclaimed, the inclusionary zoning framework will provide that:

- A municipal assessment report is to be prepared prior to adopting official plan
  policies for inclusionary zoning, subject to any criteria set out in regulation, which
  is to be reviewed every five (5) years.
- Municipal inclusionary zoning requirements must be set out in municipal official plan policies.
- While inclusionary zoning by-laws cannot be appealed to the Ontario Municipal Board, except by the Minister, appeals of typical zoning matters, such as building height and density, are permitted even when used as measures and incentives.
- Municipalities may permit affordable housing units to be located on another site, subject to criteria set out in regulation.
- Municipalities cannot accept cash in lieu of affordable units.

.../2

- Municipalities may use section 37 of the *Planning Act* (building height and density in exchange for community benefits) in combination with inclusionary zoning, subject to criteria set out in regulation.
- Landowners must enter into agreements with the municipality that are to be registered on title and enforceable against subsequent owners to ensure the units remain affordable over time.
- The Minister is provided with regulatory authority to exempt certain developments from inclusionary zoning.
- Municipalities must establish procedures for the administration of affordable housing units so that they remain affordable over the long term and for reporting on affordable housing units.

I would like to take this opportunity to thank you for your efforts, input and advice in helping us develop an inclusionary zoning framework for Ontario. I anticipate that proposed regulations will be posted on the Environmental Registry in early 2017 for public consultation. I look forward to your continued involvement in this upcoming consultation.

If you have any questions related to the Planning Act, please contact Thelma Gee at 416-585-6330 or send an e-mail to InclusionaryZoning@ontario.ca.

#### Secondary Suites

Secondary suites are a potential source of affordable rental housing and could allow homeowners to earn extra income. As noted in my letter dated November 1, 2016, the ministry is working on a number of initiatives to support the creation of second units, including through the *Promoting Affordable Housing Act, 2016.* 

When proclaimed, changes to the *Development Charges Act, 1997* will require municipalities to exempt development charges for second units in new homes. This could help reduce the cost of constructing second units in new homes by exempting such developments in the same manner as second units in existing homes are exempted.

These changes would also require enabling regulatory amendments that may be proposed in the new year.

If you have any questions related to the *Development Charges Act, 1997*, please contact Ruchi Parkash at 416-585-6348 or send an e-mail to Ruchi.Parkash@ontario.ca.

.../3

#### **Residential Rental Maintenance Standards**

With *Promoting Affordable Housing Act, 2016* proclamation, municipalities not currently enforcing residential rental maintenance standards would be required to do so by July 1, 2018. In early 2017, the ministry will provide further details on how it will partner with your municipalities to develop training and capacity-building plans. This work will draw upon existing best practices and shared services approaches used throughout the province.

For more information on the amendments, please contact your local Municipal Services Office:

Central Municipal Services Office General Inquiry: 416-585-6226

Toll Free: 1-800-668-0230

Municipal Services Office - North (Sudbury)

General Inquiry: 705-564-0120 Toll Free: 1-800-461-1193

Western Municipal Services Office General Inquiry: 519-873-4020

Toll Free: 1-800-265-4736

Eastern Municipal Services Office General Inquiry: 613-545-2100

Toll Free: 1-800-267-9438

Municipal Services Office - North (Thunder Bay)

General Inquiry: 705-564-6862 Toll Free: 1-800-465-5027

A copy of the Promoting Affordable Housing Act, 2016 can be viewed online at: <a href="https://www.ontla.on.ca/web/bills/bills/bills/detail.do?locale=en&Intranet=&BillID=4118">https://www.ontla.on.ca/web/bills/bills/bills/detail.do?locale=en&Intranet=&BillID=4118</a>.

Please visit the Ministry of Housing's website periodically for further updates: www.ontario.ca/page/ministry-housing.

Chris Ballard

Minister

C:

Chief Planning Officials
Chief Administrative Officers

Dear Council Members,

It has been requested by many occupants of Leask Bay Shores Lane, that you consider taking over winter maintenance of the road. The reasons being:

There are several full time residents and many occasional winter occupants and visitors.

There are now schoolchildren residing full time on the road.

We have people going to work, on a daily basis, in Manitowaning and surrounding areas.

During winter months there are times emergency vehicles will not be able to traverse the road. As a retired Fire Chief in a rural community in Southern Ontario, I'm familiar with negotiating fire trucks down non-maintained roads. It never ends well when emergency vehicles are unable to reach their destination. The number of residents now on the road makes this scenario more likely every day.

Residents need to be able to access their mailboxes.

Even though the road has been brought up to township standards, consistent winter maintenance is beyond the scope of our community. The township is issuing more building permits in the area and therefore we believe the town will also benefit by winter maintenance. Winter maintenance will allow more people to build and visit bringing more tax revenue to the township and more revenue to businesses in Manitowaning.

We do not have the ability to plow and sand the road to the extent required for this amount of regular traffic. Our volunteers are getting up in age and the task has become onerous for them. Also, we do not have a covered area for sand and salt like the township does.

Due to the tax revenue collected on the road, I believe the sum is in excess of \$100,000.00, we hope you will feel there is sufficient tax revenue coming from our road to justify this request.

Yours sincerely,

Paul Heastont

Road Co-ordinator, Leask Bay shores Lane

P.O. BOX 238 MANITOWANING, ON, POP 1NO (705) 859-3196 or fax 859-3010 www.assiginack.ca

January 26, 2017

Paul Heastont 285 Concession 4 Fisherville, ON NOA 1G0

Re: Leask Bay Shores Lane Maintenance Request

Dear Mr. Heastont:

Thank you for your letter requesting that the Township assume winter maintenance of Leask Bay Shores Lane.

I need to preface my reply with the understanding that whatever the Municipality determines it can do on Leask Bay Shores Lane, would set a precedent for other 'private roads' within our Municipality where we also receive requests for winter maintenance.

Leask Bay Shores Lane is not a 'road' per say. It is a series of rights of way across a number of land owner's properties where the owners have given particular people the right to cross their property. For a long stretch of this lane, the right of way is only 50 feet wide and then moves to 60 feet.

Council is not completely adverse to examining this situation and want to clearly outline its general conditions in order to do so. The title to the road would have to be conveyed to the municipality and become in effect, public property. This would mean each landowner would have to survey and convey their section of the right of way to the Municipality. This would have to be at the owners' expense. The Municipality would require all of the land over which the lane passes. An Engineering Report would have to be prepared confirming that the lane is currently built to municipal standards or listing the work required to do so. It would not be unrealistic to expect that the costs associated with these requirements would be borne by the area residents, either directly or charged back as a special area charge.

When all of this is completed, I would anticipate that the Municipality would assume all maintenance on this lane.

COPY

I would be more than happy to sit down with you and discuss these positions in greater detail at a mutually convenient time.

Yours truly,

Mon Hobbs

Chief Administrative Officer

c.c.: Council

Public Works Superintendent



December 13th 2016

Reeve Paul Moffat Township of Assiginack Box 238 Manitowaning ON POP 1N0

Dear Reeve Moffat: As you know, every municipality in Ontario must comply annually with the Emergency Management and Civil Protection Act (EMCPA) and its associated Regulation 380/04. Unfortunately, only meeting the minimum standards in the act leaves many real gaps in emergency management programs for municipalities that could pose serious problems when responding to actual emergencies.

Phoenix Emergency Management Logic (PEML) would like to propose to your municipality, and the other 7 Manitoulin municipalities, the idea of a coordinated emergency response plan. Not only will an improved, coordinated plan help your municipality respond to emergencies, it will also provide guidance for all 8 municipalities in assisting one another during an emergency.

The advantages of such an emergency response plan are numerous, including sharing of resources and personnel, cost savings, equal levels of training for all municipalities, mirrored plans, and better response capacity and capabilities. It would ensure municipalities are prepared and trained to the same level across the Island.

The new emergency response plan would be written in a manner that makes emergency response much easier, less stressful, and require little emergency response experience or training in order to implement. The emergency response plan would also include plans regarding emergency information, emergency telecommunications (including 911 outages), and evacuation planning.

Similar letters have been sent to Gordon/Barrie Island, Gore Bay, NEMI, Billings, Burpee & Mills, Central Manitoulin, and Tehkummah.

To discuss how PEML can make your municipality's emergency management program better and/or to discuss how PEML can guide the 8 Manitoulin municipalities in assisting one another, please contact PEML anytime at 705-849-7226 or at <a href="mailto:edwardsjeff2003@yahoo.ca">edwardsjeff2003@yahoo.ca</a>. I look forward to hearing from you.

Regards,

Jeff Edwards

Owner



Telephone: (519) 376-4440 ext. 1247 Facsimile: (519) 371-0511

E-mail: bbloomfield@owensound.ca
Website: www.owensound.ca

January 23, 2017

The Honourable Steven Del Duca Minister of Transportation 77 Wellesley Street West Ferguson Block, 3<sup>rd</sup> Floor TORONTO ON M7A 1A8

Dear Minister Del Duca:

Re: Gas Tax Funding Formula

City Council, at its meeting held on January 16, 2017 considered the above noted matter and the following Resolution No. R-170116-008 was adopted:

## "THAT City Council:

- 1. forward a letter to the Ministry of Transportation encouraging the provincial government to review the gas tax funding formula recognizing that there has been no increase since 2006 and that with the implementation of Cap and Trade January 1, 2017 it is more expensive for municipalities consuming the fuel; and
- 2. forward the subject letter to the Association of Municipalities of Ontario, all Ontario municipalities and the Bruce-Grey-Owen Sound M.P.p."

Thank you for your attention to this important matter.

Yours truly,

Briana Bloomfield, B.A. (Hons.)

**Deputy Clerk** 

/bb

c: Association of Municipalities of Ontario (AMO)
All Ontario Municipalities
Bill Walker, M.P.P. Bruce-Grey-Owen Sound
Owen Sound City Council
K. Allan, Director of Corporate Services



Sudbury & District

January 25, 2017

# Health Unit

Service de santé publique

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☎: 705.860.9200
Æ: 705.864.0820

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Ile Manitoulin Island 6163 Highway / Route 542 Box / Boite 87 Mindemoya ON POP 180 #: 705.370.9200 #: 705.377.5580

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> Toll-free / Sans frais 1.866.522.9200

www.sdhu.com

VIA EMAIL

The Honourable Jane Philpott
Minister of Health
Health Canada
70 Colombine Driveway, Tunney's Pasture
Ottawa, ON K1A 0K9

Dear Minister Philpott:

Re: Restricting the Marketing of Unhealthy Foods and Beverages to Children

The link between the marketing of unhealthy foods and beverages to children and obesity is a significant public health concern.

At its meeting on November 24, 2016, the Sudbury & District Board of Health carried the following resolution #60-16:

WHEREAS children are particularly susceptible to commercial marketing and need to be protected from marketing influences on their food and beverages choices; and

WHEREAS Health Canada, through the newly introduced multiyear Healthy Eating Strategy, is committed, following a review of the evidence and consultation with experts in the field, to introducing restrictions on the commercial marketing of unhealthy food and beverages to children; and

WHEREAS the Stop Marketing to Kids Coalition's Ottawa Principles outline the components required for effective policies and regulations on any form of commercial advertisement or otherwise promotion of food and beverages to children age 16 years and younger; and

WHEREAS the Association of Local Public Health Agencies endorsed The Ottawa Principles, and has written a letter of support for Senator Nancy Green-Raine's Bill S-228, Child Health Protection Act, which if passed would ban food and beverage marketing to children under 13 years of age; and The Honourable J. Philpott January 25, 2017 Page 2

THEREFORE BE IT RESOLVED THAT the Sudbury & District Board of Health encourage Members of Parliament to endorse Bill S-228, and commend the Honourable Jane Philpott, Minister of Health, for introducing the multi-year Healthy Eating Strategy; and

FURTHER THAT this motion be forwarded to local, provincial and federal health and non-health sector partners as appropriate.

Dietary patterns are established early in life and consistent exposure to unhealthy food and beverage advertisements have a significant negative impact on child food preferences, purchase requests and consumption patterns<sup>1</sup>.

Regulation of food and beverage marketing to children is an effective and cost saving population based intervention to improve health and prevent disease<sup>2</sup>. The Sudbury & District Board of Health commends Senator Nancy Green-Raine for this bill and strongly urges the federal government to implement a legislative framework to protect child health by ensuring protection from aggressive marketing of unhealthy food and beverages.

Sincerely,

Penny Sutcliffe, MD, MHSc, FRCPC

Medical Officer of Health and Chief Executive Officer

cc: The Honourable Kathleen Wynne, Premier of Ontario

The Honourable Eric Hoskins, Minister of Health and Long-Term Care

Ms. Roselle Martino, Assistant Deputy Minister, Population and Public Health Division

Dr. David Williams, Chief Medical Officer of Health

Ms. Nancy Green-Raine, Senator

Mr. Marc Serré, MP, Nickel Belt

Mr. Paul Lefebvre, MP, Sudbury

Ms. Carol Hughes, MP, Algoma-Manitoulin-Kapuskasing

Mr. Glenn Thibeault, MPP, Sudbury

Ms. France Gélinas, MPP, Nickel Belt

Mr. Michael Mantha, MPP, Algoma-Manitoulin

Ms. Linda Stewart, Executive Director, Association of Local Public Health Agencies Ontario Boards of Health

Mayors/Reeves, Sudbury & District Health Unit Constituent Municipalities Stop Marketing to Kids Coalition

<sup>&</sup>lt;sup>1</sup> McGinnis JM, Gootman JA, Kraak VI (Eds.) Food Marketing to Children and Youth: Threat or Opportunity? Committee on Food Marketing and the Diets of Children and Youth. Washington, DC: IOM; 2006.

<sup>&</sup>lt;sup>2</sup> Cecchini M, Sassi F, Lauer JA, Lee YY, Guajardo-Barron V, Chisholm D. Tackling of Unhealthy Diets, physical inactivity, and obesity: Health effects and cost-effectiveness. *Lancet* 2010; 376 (9754): 1775-84.



Sudbury & District

# Health Unit

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January 25, 2017

VIA EMAIL

Mayors/Reeves
Constituent Municipalities within the
Sudbury & District Health Unit Catchment Area

Dear Mayor/Reeve:

Re: Anti-Contraband Tobacco Campaign

In late 2016, public health units received information about the tobacco industry's 2012 anti-contraband campaign in Ontario and Quebec. The information made clear that, in addition to contraband reduction, the campaign objectives included prevention of further tobacco excise tax increases and blocking of additional tobacco regulation.

About 40-50 Ontario municipalities supported the campaign without being fully aware of the background and context. Front groups continue to lobby the Provincial Government against tobacco taxes and other regulations.

At its meeting on Thursday January 19, 2017, the Sudbury & District Board of Health carried the following resolution #03-17:

WHEREAS the Sudbury & District Board of Health has reviewed information indicating that recent anti-tobacco contraband campaigns from the National Coalition Against Contraband Tobacco and the Ontario Convenience Store Association were supported by the tobacco industry with the intention of blocking tobacco excise tax increases and regulation of tobacco products generally; and

WHEREAS Ontario municipalities including the City of Greater Sudbury have endorsed such campaigns without being informed of tobacco industry support; and

WHEREAS municipalities within the SDHU service area are longstanding advocates for measures to protect the public from exposure to environmental tobacco smoke;

Mayors/Reeves January 25, 2017 Page 2

THEREFORE BE IT RESOLVED THAT the Sudbury & District Board of Health advise area municipalities of this information and urge municipalities to not endorse tobacco industry supported campaigns; and

THAT the Sudbury & District Board of Health request municipalities to call on the Ontario Ministry of Finance to raise tobacco excise taxes and enhance enforcement activities designed to reduce the presence of contraband tobacco in Ontario communities; and

FURTHERMORE THAT this resolution be shared with municipal councils, local MPPs, the Ontario Ministry of Finance, the Association of Local Public Health Agencies, Ontario public health units, and the Ontario Campaign for Action on Tobacco.

Local municipalities have supported various tobacco control measures in the past, including smoke free legislation, the protection of the public from second-hand smoke and the protection of our youth from tobacco industry products. Thanks to efforts like these, we have seen smoking rates decline and exposure to second-hand smoke in both indoor and many outdoor places greatly reduced. There remains much work to be done. Smoking is the number one cause of preventable deaths in Ontario and Canada and ongoing vigilance and action are required to reduce this still staggering statistic.

Sincerely,

Penny Sutcliffe, MD, MHSc, FRCPC

Medical Officer of Health and Chief Executive Officer

cc: The Honourable Charles Sousa, Minister of Finance

Ms. France Gélinas, MPP, Nickel Belt

Mr. Michael Mantha, MPP, Algoma-Manitoulin

Mr. Glenn Thibeault, MPP, Sudbury

Dr. David Williams, Chief Medical Officer of Health

Ms. Linda Stewart, Executive Director, Association of Local Public Health Agencies

Ontario Boards of Health

Mr. Michael Perley, Director, Ontario Campaign for Action on Tobacco



Sudbury & District

January 25, 2017

# Health Unit

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www.sdhu.com

The Honourable Eric Hoskins
Minister – Minister's Office
Ministry of Health and Long-Term Care
Hepburn Block, 10th Floor
80 Grosvenor St
Toronto, ON M7A 2C4

**Dear Minister Hoskins:** 

Re: Cannabis Regulation and Control

At its meeting on January 19, 2017, meeting the Sudbury & District Board of Health carried the following resolution #04-17:

### CANNABIS REGULATION AND CONTROL

WHEREAS the Final Report of the Task Force on Cannabis Legalization and Regulation, A Framework for the Legalization and Regulation of Cannabis, recommended to the federal government that current restrictions on public smoking of tobacco products be extended to the smoking of cannabis products and to cannabis vaping products; and

WHEREAS the recently amended Smoke Free Ontario Act permits certain products and substances to be prohibited under the regulatory framework of the Act; and

WHEREAS Sudbury & District Board of Health motion #54-15 called for a public health approach to the forthcoming cannabis legalization framework, including strict health-focused regulations to reduce the health and societal harms associated with cannabis use; and

WHEREAS a public health approach focuses on high-risk users and includes strategies such as controlled availability, age limits, low risk use guidelines, pricing, advertising restrictions, and general and targeted prevention initiatives and allows for more control over the risk factors associated with cannabis-related health and societal harms; and

The Honourable Eric Hoskins January 25, 2017 Page 2

WHEREAS by prohibiting the smoking of all cannabis in all places where the smoking of tobacco is prohibited, children, youth and adults in our communities will result in reduced public and second-hand exposure to cannabis;

THEREFORE BE IT RESOLVED THAT the Sudbury & District Board of Health call for the inclusion of marijuana (medicinal and recreational) as a prescribed product or substance under the Smoke Free Ontario Act; and

FURTHER THAT this resolution be shared with the Honourable Prime Minister of Canada, local Members of Parliament, the Premier of Ontario, local Members of Provincial Parliament, Minister of Health and Long-Term Care, Federal Minister of Health, the Attorney General, Chief Medical Officer of Health, Association of Local Public Health Agencies, Ontario Boards of Health, Ontario Public Health Association, the Centre for Addiction and Mental Health, and local community partners, including constituent municipalities.

Members of the Sudbury & District Board of Health respectfully request that the province employs a public health approach to the regulation and legalization of cannabis in Ontario. We look to your continued strong leadership to protect and promote the health of Ontarians.

Sincerely,

Penny Sutcliffe, MD, MHSc, FRCPC

Medical Officer of Health and Chief Executive Officer

cc: The Right Honorable Justin Trudeau, Prime Minister

The Honorable Jody Wilson-Raybould, Minister of Justice and Attorney General

The Honorable Jane Philpott, Minister of Health

Ms. Carol Hughes, MP, Algoma, Manitoulin, Kapuskasing

Mr. Paul Lefebvre, MP, Sudbury

Mr. Marc Serré, MP, Nickel Belt

The Honorable Kathleen Wynne, Premier of Ontario

The Honorable Madeleine Meilleur, Attorney General of Ontario

Mr. Glenn Thibeault, MPP, Sudbury

Ms. France Gélinas, MPP, Nickel Belt

Dr. David Williams, Chief Medical Officer of Health

Ms. Linda Stewart, Executive Director, Association of Local Public Health Agencies

Ms. Pegeen Walsh, Executive Director, Ontario Public Health Association

Dr. Catherine Zahn, President and Chief Executive Officer, Centre for Addiction and Mental Health

Ontario Boards of Health

Mayors/Reeves, Sudbury & District Health Unit Constituent Municipalities

#### Canadian Postmasters and Assistants Association



l'Association canadienne des maîtres de poste et adjoints

January 23, 2017

Mayor Paul Moffat Township of Assiginack PO Box 238 156 Arthur St Manitowaning ON POP 1N0

Dear Mayor Paul Moffat,

The Canadian Postmasters and Assistants Association (CPAA) is the voice of rural post office employees since 1902. It is the second-largest bargaining unit under the Canada Post umbrella; representing members who work in post offices in towns, reserves and villages throughout rural Canada. We are in touch with over 6 million rural customers on a regular basis. Most often we are the only federal presence and the hub of the community.

CPAA members, 95% of them women, operate 3,260 post offices across Canada; 566 of these offices are in your province.

We write to you today to share our concerns over the Federal Government Standing Committee on Government Operations and Estimates' (OGGO) report regarding Canada Post, released on December 13, 2016. If you have not seen it yet, you can access the report at the following web address:

### http://bit.ly/OGGO EN

Amongst the many recommendations made by the Committee, most of which we support, we note the absence of a recommendation on postal banking. In your province alone 44% of the communities do not have a financial institution, yet they have a corporate post office. Often your constituents have to travel long distances to receive banking services. If your citizens have to travel out of town for banking services, it is almost certain that they will also patronize other businesses in that town or city, thereby losing earning opportunities from your own town's businesses.

We at CPAA strongly feel that the resurrection of the postal bank, which was closed in 1969 when large banks were expanding in rural Canada, is a perfect fit for Canada Post. More importantly for the businesses and the citizens of your community, it is a means to ensure access to financial services. You may remember that prior to the OGGO's report, the Government had set up a Task Force to examine the challenges of Canada Post and to provide options for the future of the Corporation. The Task Force report<sup>1</sup>, which preceded the OGGO's report, mentioned that 39% of Canadian businesses would use a postal bank. It also mentioned that 38% of Canadian citizens would use a postal bank.

1

<sup>1</sup> http://bit.ly/tpsgc

According to the 2011 Census, Canada's rural population consisted of 6,329,414 citizens. What bank could not succeed with 38% of that number of customers?

If like us at CPAA, you feel that a postal bank would benefit your community, we ask you to write to Minister Judy Foote to voice your views and concerns. We recommend that you also copy your letter or email it to Ms. Karine Trudel, the New Democrat MP who sat on the OGGO Committee, as she was a strong supporter of the postal bank. Their postage-free addresses and email addresses are as follows:

The Honourable Judy Foote

Minister of Public Services and Procurement

House of Commons

Ottawa, Ontario

Canada K1A 0A6 or judy.foote@parl.gc.ca

Ms. Karine Trudel (MP)
House of Commons
Ottawa, Ontario
Canada K1A 0A6 or karine

or karine.trudel@parl.gc.ca

Canada Post is uniquely positioned to offer financial services to rural Canada. When Canada Post can make money, and offer more services to Canadians who need them, we have a perfect opportunity. Let's not lose it!

Thank you for your time. Should you have any questions or wish to discuss this issue with a local CPAA representative, we invite you to reach out to our Ontario CPAA President as follows:

President Connie A. Kelloway Box 2121 Angus ON L0M 1B0 (705) 424-1107 connie4cpaa@sympatico.ca

Sincerely,

Brenda McAuley, CPAA National President

281 Queen Mary St. Ottawa ON K1K 1X1 Ministry of Agriculture, Food and Rural Affairs

Office of the Minister

77 Grenville Street, 11<sup>th</sup> Floor Toronto, Ontario M7A 1B3 Tel: 416-326-3074 Fax: 416-326-3083 Ministère de l'Agriculture, de l'Alimentation et des Affaires rurales

Bureau du ministre

77, rue Grenville, 11<sup>e</sup> étage Toronto (Ontario) M7A 1B3 Tél. : 416 326-3074 Téléc. : 416 326-3083



January 30, 2017

His Worship Paul Moffatt Mayor Assiginack c/o jrody@eastlink.ca

**Dear Mayor Moffatt:** 

On behalf of the Ontario government, I am pleased to announce the launch of the renewed community-focused Rural Economic Development (RED) program. Applications are now being accepted for the program and the current intake will conclude on March 31, 2017.

As we have heard from our municipal partners, the RED program helps remove barriers to economic development for communities in rural Ontario. This program is designed to help rural communities become better positioned to attract investment, retain and create jobs, and sustain a highly skilled workforce.

The renewed RED program is part of a range of initiatives that address infrastructure, health care, education and other issues of importance to rural Ontario residents. The Ontario government supports rural communities by delivering on its commitment to create jobs, make economic growth more inclusive and ensure Ontario's growing economy delivers real benefits in the lives of workers and families.

Applications are welcome from rural communities, Indigenous communities and organizations, regions and not-for-profit organizations. While partnerships are not required, we are encouraging collaborative approaches to create more competitive and diverse rural and regional economies across the province.

For more information visit <u>ontario.ca/REDprogram</u> or contact the Agricultural Information Contact Centre (1-877-424-1300).

.../2

I look forward to working with you to help strengthen Ontario's rural economy, create jobs and make everyday life easier for rural Ontarians.

Sincerely,

Original signed by

Jeff Leal Minister of Agriculture, Food and Rural Affairs

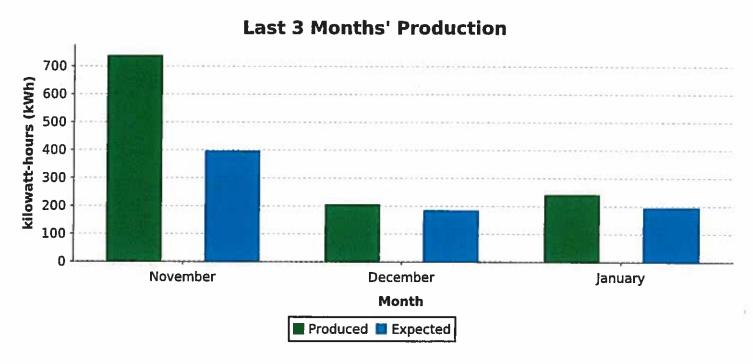


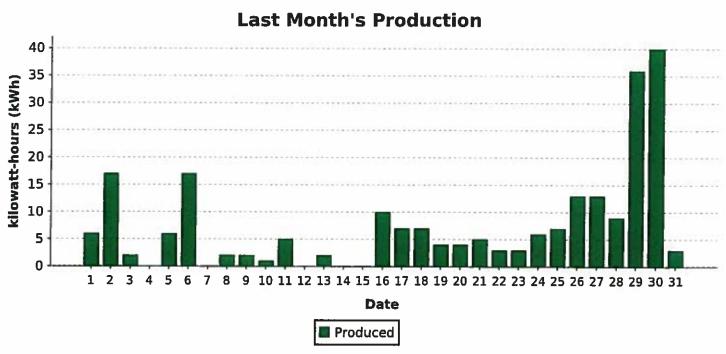
Good Things Grow in Ontario À bonne terre, bons produits

# Energy Production Manitowaning Public Works Garage



Congratulations on generating clean, green energy! Your solar photovoltaic system is powering Ontario with renewable energy, while earning you income. Below is this month's performance monitoring update.





# Energy Production Manitowaning Public Works Garage



It's almost Super Bowl Sunday. Get ready for football! Did you know that the electricity your solar panels produced in January is like 5125000 hard hitting tackles? Ouch!

Day	Produced
January 01	6.0
January 02	17.0
January 03	2.0
January 04	0.0
January 05	6.0
January 06	17.0
January 07	0.0
January 08	2.0
January 09	2.0
January 10	1.0
January 11	5.0
January 12	0,0
January 13	2.0
January 14	0.0
January 15	0.0
January 16	10.0
January 17	7.0
January 18	7.0
January 19	4.0
January 20	4.0
January 21	5.0
January 22	3.0
January 23	3.0
January 24	6.0
January 25	7.0
January 26	13.0
January 27	13.0
January 28	9.0
January 29	36.0
January 30	40.0
January 31	3.0
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Month	Produced	Expected
November 2016	738.0	397.0
December 2016	205.0	185.0
January 2017	241.0	195.0
Total	1,184.0	777.0

#### THE CORPORATION OF THE TOWNSHIP OF ASSIGNACK

#### BY-LAW #17-03

BEING A BY-LAW of the Corporation of the Township of Assiginack to Authorize an Agreement with Xplornet Communications Inc. for the lease of real property owned by the Township.

WHEREAS Section 9 of the Municipal Act, S.O. 2001, c. 25, as amended, 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 WHERES Subsection 5(3) of the Municipal Act, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS the Council of the Corporation of the Township of Assiginack desires to execute an agreement with Xplornet Communications Inc. for the lease of property owned by the Township for the erection of a telecommunications tower;

NOW THEREFORE THAT the Council of the Corporation of the Township of Assiginack ENACTS AS FOLLOWS:

- 1. THAT we enter into this ground site agreement with Xplornet Communications Inc., and the CAO is hereby authorized to execute the agreement.
- 2. THAT the agreement be attached to and form part of this by-law as Schedule A.
- 3. THAT this by-law shall come into force and take effect upon third and final reading.

Read a First, Second, and Third time and finally passed this 7th day of February, 2017.

Seal

#### GROUND SITE AGREEMENT

Site Name: ON7496

THIS AGREEMENT dated the 12th day of January, 2017,

BETWEEN:

Municipal Corporation of the Township of Assiginack

(Hereinafter referred to as the "Licensor")

- and -

#### XPLORNET COMMUNICATIONS INC.

(Hereinafter referred to as the "Licensee")

WHEREAS the Licensor is the owner or lessee of the real property described in Schedule A (the "Premises") or is the duly authorized agent of such owner or lessee;

AND WHEREAS the Licensee wishes to license from the Licensor, and the Licensor wishes to license to the Licensee, a portion of the Premises, being the area(s) described in Schedule B (the "Site");

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the respective covenants and agreements of the parties herein contained and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each party), the parties agree as follows:

- 1. <u>License</u>. The Licensor hereby grants to the Licensee (a) the exclusive right to use the Site for the purpose of constructing, installing, operating, maintaining, occupying, using, repairing, replacing and reconfiguring such equipment, devices, towers, shelters and facilities (collectively, the "Equipment") as may be necessary or useful from time to time for the purpose of carrying on the telecommunications business of the Licensee and (b) access to the Site and Equipment on a 24/7 basis, on over and through the Premises, with personnel, vehicles and equipment as required in the sole judgment of the Licensee. The Licensor shall register such easements, servitudes and right of ways as are necessary to give effect hereto.
- 2. <u>Term.</u> The term of this Agreement shall commence on the date the Licensee notifies the Licensor that installation of the Equipment at the Site is complete and commercial operation of the Site has begun (the "Commencement Date") and shall continue for a period of ten (10) years (the "Initial Term"). The term of this Agreement shall automatically renew at the end of the Initial Term for two (2) additional terms of five (5) years each (each, a "Renewal Term"). Collectively, the Initial Term and any Renewal Terms shall hereinafter be referred to as the "Term". Each Renewal Term shall commence automatically unless the Licensee provides prior written notice to the Licensor of its intention not to renew the Agreement.
- 3. <u>Fees.</u> In consideration for the rights granted by the Licensor to the Licensee hereunder, the Licensee shall, during the Term, pay to the Licensor the amounts set out in Schedule C plus any applicable provincial sales, goods and services or harmonized sales taxes (the "Fees"). The Fees shall be paid by the Licensee within six weeks of the Commencement Date and thereafter within thirty (30) days of each anniversary of the Commencement Date at the address set out in section 21 or at such other address as the Licensor may specify to the Licensee in writing.

#### 4. Site Approval Process. the Licensor acknowledges that:

- (a) the Site is one of several locations that are under consideration by the Licensee for use as a telecommunications site;
- (b) the Licensor has discussed and agreed with the Licensee upon the proposed location on the Site for a telecommunications tower, the height and physical base structure of such tower and the factors in determining tower painting and lighting requirements;
- (c) The Licensor may have to undertake a public consultation process in accordance with applicable local land-use authority or Industry Canada procedures that may include providing notifications to property owners or in the local newspaper identifying the location of the Site. At the end of such public consultation process, the local land-use authority will review any concerns raised; and
- (d) IF THE LOCAL LAND-USE AUTHORITY DOES NOT APPROVE THE SITE, OR IF THE LICENSEE IN ITS SOLE DISCRETION DOES NOT SELECT THE SITE FOR ITS TELECOMMUNICATIONS TOWER, THE LICENSEE MAY EXERCISE ITS TERMINATION RIGHT UNDER SECTION 12 AND NEITHER THE LICENSEE NOR THE LOCAL LAND-USE AUTHORITY SHALL HAVE ANY OBLIGATION TO PAY ANY FEES OR COMPENSATE THE LICENSOR FOR ANY REASON UNDER THIS AGREEMENT.

#### 5. Covenants of the Licensor.

- (a) The Licensor covenants that the Licensee shall peaceably and quietly hold and enjoy the Site, subject to the terms and conditions of this Agreement. The Licensor shall not make any change to the Premises that could adversely affect access to or use of the Site by the Licensee at any time throughout the Term without the prior written consent of the Licensee, which may not be unreasonably withheld.
- (b) The Licensor shall provide to the Licensee and its authorized representatives and agents such additional rights of access as are necessary to construct, install, operate, maintain, use, repair, replace or reconfigure the Equipment, including but not limited to the right to connect the Equipment to local utilities, to install underground or overhead telephone or power lines and to install conduits for fibre or telephone cabling, as agreed to from time to time.
- (c) The Licensee shall have the right to install, operate and maintain an emergency power generator and such voltage regulating equipment as may be required to ensure proper regulation of electrical voltage to the Equipment.
- (d) The Licensor shall provide not less than thirty (30) days prior written notice to the Licensee of any repairs, additions or maintenance (collectively the "Work") to take place at the Premises which may affect operation or use of the Equipment. The Licensor further agrees to meet on-site with the Licensee and to make available the contractor(s) involved in the Work not less than fifteen (15) days prior to the commencement of the Work to review the Work and the related impact on the Equipment, except in the case of an emergency situation requiring immediate intervention to preserve the structural integrity of the Premises. The Licensor shall inform the Licensee as soon as possible of an emergency situation that may have an adverse effect on the Equipment.
- (e) During the Term, the Licensor shall not use the Premises or adjacent lands owned or leased by the Licensor, or license for use or lease space at the Premises or at such adjacent lands to any person, for the purpose of the installation and operation of telecommunications towers, shelters or equipment without the prior written consent of the Licensee.

#### 6. Covenants of the Licensee.

- (a) The Licensee shall ensure that the installation, operation and maintenance of the Equipment complies with all applicable federal and provincial laws and regulations.
- (b) The Licensee shall provide and pay for the costs of electricity consumption attributable to the operation of the Equipment at the Site by having installed a separately metered electrical service. In the event that this is not possible due to the remote location of the Site, the Licensor shall authorize the installation of a check meter (at the sole cost of the Licensee) and the costs of electricity consumption shall be added to and be payable as part of the Fees. It shall be the sole responsibility of the Licensor to read the check meter, if installed, and provide invoices for payment. The Licensor shall provide such documentation as the Licensee may reasonably request from time to time in support of such invoices.
- (c) The Licensee shall maintain during the Term public liability and property damage insurance coverage in an amount not less than five million (\$5,000,000) dollars.
- (d) The Licensee shall remove the Equipment from the Site within ninety (90) days after the expiration or earlier termination of this Agreement and restore the Site to its original condition, allowing for reasonable wear and tear.
- 7. Ownership of the Premises. The Licensor represents and warrants that it is the owner or lessee of the Premises or is the duly authorized agent of such owner or lessee and has the authority to enter into this Agreement.
- 8. Ownership of Equipment. The Equipment shall remain at all times the personal and moveable property of the Licensee and not become fixtures, notwithstanding the attachment to any degree or in any manner of any part of the Equipment to the Site. The Licensee shall have the right to make alterations, replacements, additions or improvements to the Equipment at the Site at any time and from time to time during the Term.
- 9. Environmental. The Licensor represents and warrants that there is not contained, within, on or under the Premises any substance, material or waste that is regulated, listed or prohibited (collectively, "Hazardous Substances") under all applicable federal, provincial, territorial, municipal and local laws, statutes, ordinances, by-laws, regulations, judgments, decrees, common laws and principles thereof, and orders, directives and decisions rendered or issued by any government, governmental or regulatory authority or agency, tribunal, court or any other body exercising or entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power of any nature relating to the protection of human health, natural resources or the environment (collectively, "Environmental Laws"). The Licensor shall indemnify and hold the Licensee, its directors, officers, employees and agents harmless from and against any and all claims, demands, proceedings, fines, losses, damages, liabilities, deficiencies, costs and expenses (including, without limitation, all legal and other professional fees and disbursements, interest, penalties, judgments and amounts paid in settlement) suffered or incurred as a result of or arising directly or indirectly out of or in connection with (a) any event occurring or existing conditions at or prior to the date hereof relating to the Premises which constitute a violation of, or gives rise to liability under Environmental Laws and (b) any generation, manufacture, processing, distribution, use, presence, treatment, storage, disposal, release, transport or handling of any Hazardous Substance within, on, under or from the Building or the Premises, whether by the Lessor or any tenant or any other person prior to the date hereof. The Licensee shall have the right to conduct environmental testing at the Site at any time and to terminate the Agreement immediately without liability should any Hazardous Substances be present at the Site.

#### 10. Liability.

- (a) The Licensee shall indemnify the Licensor for any damage caused to the Site by virtue of the negligent installation, maintenance, operation or removal of the Equipment and shall repair such damage forthwith upon notice thereof.
- (b) The Licensor shall take reasonable precautions to guard the Equipment against damage, theft or loss. If any damage, theft or loss is observed by the Licensor, it shall be reported to the Licensee as soon as possible. Notwithstanding the foregoing, the Licensor shall not be liable for any damage, theft or loss of the Equipment, save for the gross negligence or wrongful acts or omissions of the Licensor.
- (c) Except for the gross negligence or wrongful acts or omissions of the Licensee, the Licensee shall not be liable to the Licensor for any costs incurred or losses or damages or injury suffered by the Licensor.
- (d) Notwithstanding anything to the contrary in this Agreement, in no event will either party or their respective directors, officers, employees, affiliates, agents or contractors be liable for any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to this Agreement however caused, regardless of the theory of liability (contract, tort or otherwise).
- 11. Default. Either party may at its option and without further liability, to the other party terminate the Agreement (a) upon the material default by such other party in the performance of its obligations under this Agreement if such default is not remedied within thirty (30) days of the defaulting party receiving written notice of such default, or within such longer period as is reasonable in the circumstances as long as the defaulting party is diligently working to implement remedial action or (b) if (i) such other party commits any act of bankruptcy, becomes insolvent or admits its insolvency (as defined or provided for in any applicable statute), (ii) such other party ceases to do business as a going concern, (iii) any proceeding, voluntary or involuntary, is commenced respecting such other party pursuant to any statute relating to bankruptcy, insolvency, reorganization of debts, liquidation, winding up or dissolution, (iv) such other party passes any resolution for its liquidation, winding up or dissolution, or (v) any receiver, manager, receiver and manager, trustee, sequestor, custodian or liquidator or person with similar powers is appointed judicially or extra judicially for such other party or for any of its property.
- 12. <u>Termination</u>. This Agreement may be terminated by the Licensee at any time on at least thirty (30) days' prior notice to the Licensor. Upon termination of the Agreement both parties shall be released from all further obligations and liabilities, save for such obligations and liabilities that arose during the Term. THE PARTIES ACKNOWLEDGE AND AGREE THAT IF THE AGREEMENT IS TERMINATED PRIOR TO THE COMMENCEMENT DATE, THE LICENSOR SHALL NOT BE PAID ANY FEES AND THE LICENSEE SHALL NOT BE LIABLE TO THE LICENSOR IN RESPECT OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT. Should this Agreement be terminated by the Licensee prior to the end of the Term, adjustment will be made to the Fees on a *pro rata* basis to the date of termination.
- 13. Registration: This Agreement relates to and attaches to the Premises. The Licensee may register a notice, caveat or other appropriate instrument in the land registry office of the province or territory in which the Premises are situated and the Licensor shall execute any documents required to effect such registration. Such registration may be effected on behalf of the Licensee by an affiliated corporation, partnership, or other person as bare nominee for registration purposes only, at the Licensee's expense. The Licensor also agrees to obtain a non-disturbance agreement at the Licensee's expense from any mortgagee on the Premises in such form as the Licensee may reasonable require. If the Licensor sells, assigns or transfers any interest in the Premises, the Licensor shall (a) give the Licensee at least sixty (60) days prior written notice of such sale, assignment or transfer, (b) assign this Agreement to the transferee and (c) provide the Licensee with written notice of the identity of the transferee and the address at which the Fees shall be tendered and notices given pursuant to this Agreement.

#### 14. Encumbrances. Intentionally Deleted

- 15. Financing Arrangements. The Licensor acknowledges that the Licensee has or may enter into financing arrangements which may require an assignment, mortgage, pledge, lien, hypothecation, deed of trust, security interest, deemed trust, charge, statutory lien, privilege or other encumbrance of any kind or nature (a "Lien") in respect of the Licensee's rights and obligations under this Agreement or the personal or moveable property of the Licensee located at the Premises, including without limitation the Equipment. The Licensor hereby consents to any such Lien and to any transfers occurring on the enforcement of the same. The Licensor shall, at the request of the Licensee, acknowledge in writing the foregoing in such form as the relevant financier may require. For the purposes of this section, the Licensee is executing this Agreement for itself and as agent for the financiers for whom the Licensee may be entering into financing arrangements from time to time as acknowledged herein.
- 16. <u>Authorization</u>. The Licensor hereby authorizes the Licensee to obtain any information from any person with respect to the Premises that the Licensee may require for the purposes of exercising its rights under this Agreement and the Licensor agrees to execute written authorizations in the form provided by the Licensee to confirm the foregoing.
- 17. <u>Confidentiality</u>. The Licensor shall ensure that the terms and conditions of this Agreement, including without limitation the amount of the Fees, remain strictly confidential and shall not be disclosed to any third party without the Licensee's prior written consent.
- 18. Assignment. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, the Licensee may, without the consent of the Licensor (a) assign its rights or obligations under this Agreement to an affiliate or an entity acquiring all or substantially all of the assets of the Licensee, (b) license all or any portion of the Site to an affiliate (c) license all or any portion of the Site or the Equipment to a third party for use as a telecommunications site and (d) such assignment is subject to the new entity agreeing to the bound by the terms of this Agreement. Whenever the Licensor's consent is required by virtue of this section, such consent is deemed granted if the Licensor does not respond within fifteen (15) days to the written request of the Licensee for such consent.
- 19. Successors and Assigns. This Agreement shall enure to the benefit of and shall be binding on and enforceable by the parties and their respective successors, personal representatives and permitted assigns and no assignee or successor of the Licensor shall challenge the validity or enforceability of any provision of this Agreement and every assignee or successor of the Licensor shall be bound by the obligations of the Licensor hereunder.

#### 20. Expropriation. Intentionally Deleted

- 21. Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in person, by commercial courier service, transmitted by facsimile or similar means of recorded electronic communication or sent by registered mail, charges prepaid, addressed as follows:
  - (a) If to the Licensor:

Municipal Corporation of the Township of Assiginack PO Box 238, 156 Arthur Street Manitowaning, Ontario POP 1N0

Attention: Clerk

Fax: 705-859-3010 Phone: 705-859-3196

(b) If to the Licensee:

Xplornet Communications Inc.
300 Lockhart Mill Rd.
Woodstock, NB, E7M 5C3
Attention: Vice President, Engineering and Operations

Fax: 506-328-1582

Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a business day or if delivery or transmission is made on a business day after 5:00 p.m. at the place of receipt, then on the next following business day) or, if mailed, on the third business day following the date of mailing; provided, however, that if at the time of mailing or within three business days thereafter there is or occurs a labour dispute or other event which might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication hereunder shall be delivered or transmitted by means of recorded electronic communication as aforesaid. Any party may at any time change its address for service from time to time by giving notice to the other parties in accordance with this section 21.

- 22. Entire Agreement and Legal Review. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as provided herein. EACH PARTY ACKNOWLEDGES HAVING OBTAINED ADEQUATE EXPLANATION OF THE NATURE AND SCOPE OF EACH OF THE SECTIONS OF THIS AGREEMENT AND HAVING HAD THE OPPORTUNITY TO CONSULT LEGAL COUNSEL WITH RESPECT THERETO.
- 23. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct.
- 24. Governing Law and Jurisdiction. This Agreement shall be interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable in that province. Each of the parties irrevocably and unconditionally (a) submits to the exclusive jurisdiction of the courts of the Province of Ontario over any action or proceeding arising out of or relating to this Agreement, (b) waives any objection that it might otherwise be entitled to assert to the jurisdiction of such courts and (c) agrees not to assert that such courts are not a convenient forum for the determination of any such action or proceeding.
- 25. <u>Interpretation</u>. The use of sections and the insertion of headings are for reference purposes only and are not to affect the interpretation of this Agreement. Unless otherwise indicated, any reference herein to a particular section refers to the specified section to this Agreement. In this Agreement, words importing the singular number will include the plural and vice versa, words importing gender will include all genders and words importing persons will include individuals, corporations, partnerships, associations, trust, unincorporated organizations, governmental bodies and other legal or business entities. All monetary amounts in this Agreement are expressed in Canadian funds unless expressly otherwise indicated.
- 26. <u>Time</u>. When calculating the period of time under this Agreement, the date that is the reference date in calculating such period is to be excluded. If the last day of any period is not a business day, the period will

end on the next business day. If any payment or calculation is to be made or any action taken on a day that is not a business day, it will be made or taken on or as of the next day that is a business day.

- 27. <u>Amendment and Waiver</u>. No amendment or waiver of any provision of this Agreement shall be binding on the Licensee unless consented to in writing by an authorized signing officer of the Licensee. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.
- 28. English Language Contract. Each party agrees that the English language will be the language of this Agreement and all documents in connection with this Agreement, and each party waives any right (whether statutory or otherwise) to use and rely upon any other language, or translations. Il est de la volonté expresse des parties que le présent contrat et tous les documents qui s'y rattachent soient rédigés en langue anglaise.
- 29. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, by electronic signature and by facsimile or scanned computer image file (such as PDF), each of which shall be deemed to be an original, notwithstanding that all of the parties are not signatory to the same counterpart, facsimile or scanned computer image. In the event this Agreement is executed by a party by facsimile or scanned computer image, such party will as soon as reasonable possible deliver to the other parties an original of this Agreement executed by such party.

IN WITNESS WHEREOF this Agreement has been executed by the parties as of the date first above written.

bу		
	Name:	·
	Title:	
<b>XPI</b> by		COMMUNICATIONS INC.
	Name:	CJ Prudham
	Title:	Executive Vice President, Legal

# SCHEDULE A DESCRIPTION OF PREMISES

Real property located in the Town of Assiginack, in the Province of Ontario, known municipally as and with the following legal description:

Municipal Address:

95 Sucker Lake Rd., Manitowaning, Ontario POP 1N0

Lot Plan:

PT LT 44 CON 2 ASSIGINACK AS IN T12230; ASSIGINACK

Site Coordinates:

Latitude:

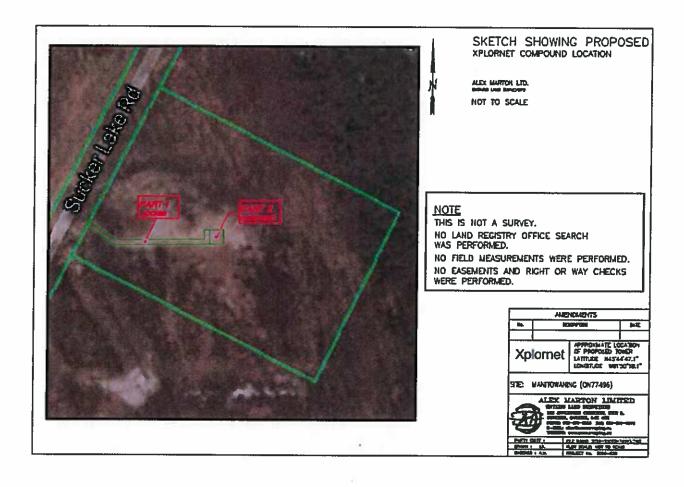
45.746313

Longitude:

-81.838091

#### SCHEDULE B SITE AND EASEMENT

Prior to the initial installation of the Equipment on the Property, the Licensse shall deliver to the Licensor updated Schedule "B" sketch(s), if any (the "Professional Survey"). The Professional Survey(s) shall substitute and replace the sketch(s) originally attached to this Lease as Schedule "B".



#### SCHEDULE C FEES

The Fees for the Term of the Agreement are as follows:

TOTAL	\$650.00 /month
To cover hydro consumption by the Equipment	\$150.00 /month
Use of the Site	\$500.00 /month

The annual rent payable for each subsequent lease year after the first anniversary of the Commencement Date, including lease years in any extension terms, shall be increased by 2.5 %.

#### THE CORPORATION OF THE TOWNSHIP OF ASSIGNACK

#### BY-LAW #17-04

BEING A BY-LAW of the Corporation of the Township of Assiginack to Authorize a Memorandum of Understanding between the Township of Assiginack and Gerry Strong

WHEREAS Section 9 of the Municipal Act, S.O. 2001, c. 25, as amended, 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 WHERES Subsection 5(3) of the Municipal Act, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS the Council of the Corporation of the Township of Assiginack desires to execute a memorandum of understanding with Gerry Strong, Chief Building Official, for the preparation of new comprehensive Zoning By-Laws for the Municipality:

**NOW THEREFORE THAT** the Council of the Corporation of the Township of Assiginack ENACTS AS FOLLOWS:

- 1. THAT we enter into this memorandum of understanding with Gerry Strong, and the Mayor and Clerk are hereby authorized to execute the agreement.
- 2. THAT the agreement be attached to and form part of this by-law as Schedule A.
- 3. THAT this by-law shall come into force and take effect upon third and final reading.

Read a First, Second, and Third time and finally passed this 7th day of February, 2017.

Mayor - P. Moffatt
Clerk - J. Rody
Olen - D. Hody

Seal

By-law 17-04: Schedule "A"





## **OF ASSIGINACK**

# P.O. BOX 238 MANITOWANING, ON, P0P 1N0 (705) 859-3196 or fax 859-3010 www.assiginack.ca

January 19, 2017

#### MEMORANDUM OF UNDERSTANDING

#### Between

The Corporation of the Township of Assiginack

#### And

#### Gerry Strong

This document will govern the terms and understanding between the two parties as the Municipality seeks to have Mr. Strong prepare new Zoning by-laws for the Municipality while he continues to perform the duties of the Chief Building Official.

WHEREAS with the adoption of a new Official Plan for the District of Manitoulin in 2016, the need was created for new Zoning By-laws;

AND WHEREAS previous Zoning By-laws date back to 1980 and 1981;

AND WHEREAS Mr. Strong has the background and necessary expertise to draft these required by-laws;

# NOW THEREFORE THAT both parties agree as follows:

- 1. In addition to the annual compensation (wages, allowances and expenses) for the performance of the duties of the Municipal Chief Building Official, Mr. Strong will receive an additional annual compensation of \$ 16,000.00 per annum, paid out on a bi weekly basis, to prepare a comprehensive zoning by-law. In addition, the mileage allowance will be increased by an additional \$ 2,000.00.
- 2. Mr. Strong will prepare a comprehensive zoning by-law with specific schedules for the town site of Manitowaning and one for the remainder of the Municipality.
- 3. The by-law shall be substantially completed prior to June 30, 2018, although this date may be extended by mutual agreement of both parties.
- 4. By-laws shall be text only, although Mr. Strong will coordinate with the Manitoulin Planning Board for the creation of the required schedules and maps for the new by-law and schedules.

- 5. Mr. Strong agrees to provide bi-monthly update reports to Council and the Municipality agrees to provide direction and answers to questions in a timely manner so as not to cause delays in the process.
- 6. The Municipality agrees to provide technological and other assistance to Mr. Strong as needed through the office of the Chief Administrative Officer.
- 7. Both parties agree that this Memorandum of Understanding can be amended by mutual agreement from time to time as necessary.

Dated in Manitowaning, Ontario:

Gerry Strong:

Township of Assiginack:

Mayor Paul Moffatt: \_\_\_

Clerk: Jeremy Rody: