



TOWNSHIP OF ASSIGINACK

REGULAR MEETING OF COUNCIL

To Be Held in the Council Chambers

Tuesday, June 20, 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 June 6, 2017 (p.3)
- b) Manitoulin East Municipal Airport Commission Meeting of June 5, 2017 (p.8)
- c) Assiginack Museum Advisory Board Meetings of March 7, April 3, & May 9, 2017 (p.9)
- d) Manitoulin Centennial Manor Board of Management Meeting of May 18, 2017 (p.13)

4. DELEGATIONS

5. REPORTS

6. ACTION REQUIRED ITEMS

- a) Accounts of Payment: General: \$235,033.68 Payroll: \$20,508.96 (p.15)
- b) Seniors Month Proclamation (p.19)
- c) Authorize Library Building Lower Entrance Repairs & Roller Mills Painting
- d) Authorize Water & Sewer Expansion Review – Henley Boats (p.20)
- e) Authorize Proposal for Preliminary Engineering Review – Public Works Garage / Fire Hall Expansion (p.29)
- f) Award Tender No. 2017-03: Winter Sand & Gravel

7. INFORMATION ITEMS

- a) Municipality of Brockton Resolution (p.35)
- b) Ministry of Municipal Affairs Letter: Bill 68 (p.37)
- c) Wiikwemkoong Islands Boundary Claim (p.38)

8. BY-LAWS

- a) By-law #17-15: Memorandum of Understanding New North Fisheries (p.40)

9. CLOSED SESSION

10. ADJOURNMENT

THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK

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, June 6th, 2017 at 5:00 p.m.

Present: Mayor Paul Moffatt
Councillor Hugh Moggy
Councillor Les Fields
Councillor Robert Case

Regrets: Councillor Brenda Reid

Staff: Alton Hobbs, CAO
Jeremy Rody, Clerk
Ron Cooper, Public Works Superintendent

Press: Alicia McCutcheon, Expositor

OPENING:

#142-12-17 R. Case – H. Moggy

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:

#143-12-17 H. Moggy – R. Case

THAT the agenda for this meeting be amended by adding item 8-A) By-law #17-14: Appoint Municipal Investigators/Livestock Valuers;

AND THAT the agenda be accepted as amended. *CARRIED*

DISCLOSURE OF PECUNIARY INTEREST:

No disclosures of pecuniary interest were declared.

ANNOUNCEMENTS:

Councillor Fields commented on preparation work the Public Works Department did to the race track so that Assiginack Public School could host their Track

events at the Fairgrounds. The crew graded the track, removed rocks, and painted lines on the track. Staff, kids and parents in attendance had a great day at the event and this could be the start of a new use for the race track going forward.

Councillors Fields announced that St. Paul's Anglican Church will be holding Canada Day events in the morning of July 1st. They will start with a short service, followed by a historical presentation from David Smith, a free breakfast, and they will ring the Church Bell 150 times to commemorate Canada 150. All are invited to attend.

Councillor Moggy commented that the Canadian Flags decorating the streetlight poles throughout Manitowaning look beautiful.

ADOPTION OF MINUTES:

#144-12-17 R. Case – H. Moggy

THAT the minutes of the Regular Council meeting of May 16, 2017, be accepted.
CARRIED

#145-12-17 H. Moggy – R. Case

THAT the minutes of the Special Council meeting of May 25, 2017, be accepted.
CARRIED

#146-12-17 R. Case – L. Fields

THAT the minutes of the Assiginack Public Library Board meeting of February 20, 2017, be accepted. *CARRIED*

#147-12-17 L. Fields – R. Case

THAT the minutes of the Assiginack Public Library Board meeting of March 20, 2017, be accepted. *CARRIED*

#148-12-17 R. Case – L. Fields

THAT the minutes of the Community Policing Advisory Committee meeting of April 12, 2017, be received. *CARRIED*

#149-12-17 L. Fields – R. Case

THAT the minutes of the Sudbury and District Board of Health meeting of April 20, 2017, be received. *CARRIED*

#150-12-17 R. Case – L. Fields

THAT the minutes of the Sudbury and District Board of Health meeting of May 18, 2017, be received. *CARRIED*

DELEGATIONS:

There were no delegations.

REPORTS:

There were no reports.

ACTION REQUIRED ITEMS:

#151-12-17 H. Moggy – R. Case

THAT Council authorizes the following Accounts for Payment:

General: \$165,712.78

AND THAT the Mayor and administration be authorized to complete cheques #26664 through #26679 and #26686 through #26731 as described in the attached cheque register reports. *CARRIED*

#152-12-17 R. Case – H. Moggy

THAT Council authorizes the following Accounts for Payment:

Payroll: \$38,459.60

AND THAT the Mayor and administration be authorized to complete cheques #26659 through #26663 and #26680 through #26685 as described in the attached cheque register reports. *CARRIED*

#153-12-17 R. Case – H. Moggy

THAT Council recommends the Debajehmujig Storytellers contact the Information Booth Operator about using that property on Highway 6 for the Heritage Market in July and August. *CARRIED*

#154-12-17 H. Moggy – R. Case

WHEREAS the Council of the Corporation of the Township of Assiginack hereby supports the Township of North Frontenac Municipal Council Resolution #222-17 dated May 1, 2017 which reads;

WHEREAS Council passed Resolution #180-17 approving Councillor Hermer's Notice of Motion be brought forward at the April 28, 2017 Council Meeting regarding Hydro Rates including the 25% reduction not being applicable to seasonal residents, delivery charges, etc.;

AND WHEREAS the government has reduced Hydro One consumers' delivery charges by 17% with an additional 8% HST to Ontario Residents;

AND WHEREAS due to unreasonable requirements for reduction most seasonal residents do not qualify for the reduction;

AND WHEREAS all consumers residing within a native reserve are exempt from the delivery charges;

NOW THEREFORE BE IT RESOLVED that the Township of Assiginack supports the Township of North Frontenac to respectfully request that in the name of fairness and equality, these changes be removed from all Hydro One customers billing;

AND THAT a copy of this resolution be provided to the Premier of Ontario and the Minister of Energy. *CARRIED*

INFORMATION ITEMS:

#155-12-17 R. Case – H. Moggy

THAT we acknowledge receipt of the following correspondence items:

- a) Township of Sables-Spanish River Letter re: MSO Surface Treatment Quality
 - b) Ministry of Municipal Affairs and Housing re: Residential Tenancies Act
 - c) Ontario Provincial Police Letter
 - d) Champlain Township Letter re: Wind Turbines
 - e) Energy Production Report Public Works Garage
- CARRIED*

BY-LAWS:

#156-12-17 H. Moggy – L. Fields

THAT By-law #17-14, being a by-law to appoint Municipal Investigators/Livestock Valuers be given its first, second and third readings and finally passed in open Council. *CARRIED*

CLOSED SESSION:

#157-12-17 L. Fields – H. Moggy

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:

b) The security of the property of the Municipality or local board (Municipal Act, 2001, c.25, s.239(2)(a)). *CARRIED*

#158-12-17 H. Moggy – L. Fields

THAT we adjourn from our Closed Session at 5:28 p.m., approve the minutes of the closed session of May 25, 2017 and resume our regular meeting. *CARRIED*

CLOSING:

#159-12-17 L. Fields – H. Moggy

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

Paul Moffatt, MAYOR

Jeremy Rody, CLERK

5:30 p.m.

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

**Manitoulin East Municipal Airport Commission Inc.
Commission Meeting Minutes June 5, 2017**

Present: M. Gauthier, D. Williamson, P. Moffat, P. Skippen, B. Case, G. Dobbs, D. Orr
Meeting called to order by Marcel Gauthier

Declaration of pecuniary interest- nil

Motion 2017 06 29

Moved by P. Skippen

Second by B. Case

Resolved that the Commission approves the agenda for the meeting of June 5, 2017

Carried

Motion 2017 06 30

Moved by D. Orr

Second by P. Moffat

Resolved that the Commission approves the minutes of the meeting of May 1, 2017

Carried.

Motion 2017 06 31

Moved by P. Case

Second by P. Skippen

Resolved that the Commission accept the managers' report for May 2017.

Carried

Motion 2017 06 32

Moved by P. Moffat

Second by D. Orr

Resolved that the Commission accept the treasurers' report for May 2017.

Carried

Motion 2017 06 33

Moved by D. Orr

Second by P. Case

Resolved that the Commission accepts the auditors report for the year 2016.

Carried

Motion 2017 06 34

Moved by P. Skippen

Second by D. Orr

Resolved that the Commission meeting of June 5 does now adjourn.

Assiginack Museum Committee Meeting – March 7th, 2017 – 7:00pm

PRESENT – Hugh Moggy, Alice Pennie, Heather McKenzie, Kelsey Maguire, ; **Absent:** Natalie Hartley, John Pennie.

Alice motions to approve agenda, Hugh seconds.

Don't have the minutes yet from last meeting to approve.

AGENDA:

#1: Bus Tours – Denure Tours has booked 6 Bus Tours for 2017. Dates are July 31, August 14, September 25, September 26, September 29, and October 2.

#2: Summary of info requests made to museum over winter – Clover Valley UCW Membership from minutes, TVO asked for photos of Mastin's building/Queen street as part of a tv episode featuring Debaj Theatre, photo of Ida Ferguson for a book being published in France, 4 genealogy requests.

#3: Budget 2017- Kelsey, Alton and Deb went over the proposed budget for 2017. Mostly the same as last years. Some extra money proposed for local advertising. Considering a small laminator.

#4 Canada 150

- Alice has put together a list of ideas for celebrating Canada's 150th that the museum might be able to do/participate with. Some weekly activities? Museum displays? Activities at the Heritage Markets? Could do Seniors Days. Organize family tree displays. Everyone should try to think of some more ideas for the next meeting.
- What are other groups in town doing? What things could we participate with? Agriculture or Lions Club? Horticulture is planning to plant red & white flowers.
- The township will be having its usual summer activities: July 1st beach & fireworks, Pumpkin Fest.

#5 2017 Season

- At the end of last year, Bill Mullen had offered a WWII photo of the 227th Battalion from the Island to the museum. However, he had had it professionally framed with UV filter glass and was looking to be reimbursed for that for \$600. Since the last time it was discussed, Alice and Burke Pennie have found and offered a copy of the same picture that belonged to Sadie and George Chatwell. It was chosen by the committee to instead accept this offer of the piece as it has a more direct connection from someone from the community, as well as not having any conditions on its donation. Kelsey will inform Mr. Mullen of the decision and offer suggestion for other places that may be interested in his copy.
- The Museums of Manitoulin "Passport to Play" (a sort of passport that visitors would get stamps on from each museum) that was being planned seems to have been tabled due to a lack of feedback over the winter.

- Facebook Page: We should begin a new Facebook Page for the museum. It can be done as an open group so others can share photos and information through it. Heather has offered to set it up. Alice will begin posting photos that she has to it. Kelsey will gather some photos from the museum to give to Alice.

CLOSING: Meeting ended at 8:15pm. Next meeting tentatively scheduled for April 5th, 2017.

Assiginack Museum Committee Meeting – April 3rd, 2017 – 7:00pm

PRESENT – Hugh Moggy, Alice Pennie, Heather McKenzie, John Pennie, Kelsey Maguire,
;Absent:Natalie Hartley.

Meeting starts at 7:05 pm.

Alice motions to approve agenda, Hugh seconds.

Motion to Accept Minutes from March 7th, 2017 meeting: Hugh motions, Heather seconds.

AGENDA:

#1: FaceBook Group – The new FaceBook page has been having a lot of posts and interaction. Alice has been posting her own photos. Kelsey has put together a disc of more photos from the museum. Would it be better for it to be a completely open group? Heather will check how to better set it up.

#2 Canada 150

- The Township is having fireworks on Canada Day.
- Museum should do a Vimy Ridge display (100th Anniversary) and an enlarged Armed Forces display.
- The museum can do an open house day with the donation box out.
- What other activities could be done? Pot luck/old fashioned picnic day. Could Heritage Market be down on the Mill Lawn for Canada Day (Saturday) with the other activities at the beach going on then? Could the bottom floor of the Mill be cleaned and opened with Canada Day as the target date and what are the plans for the bookstore at the Wharf this year?
- Other events and planning: Hugh will talk to council. Kelsey will email Jackie to invite her to next Museum meeting.

#3 2017 Season

- Lauren Rohn has been rehired as the summer student.
- There has been discussion about moving the Tourist Information service from the highway info booth to the museum, but no final decisions have been made yet.
- The Museum sends its condolences at the passing of Jeanette Allen. Hugh will look after sending flowers. Heather will look into getting a card if one isn't included with the flowers.
- Could we set the Museum meetings to a regular schedule of the second Tuesday of each month?

CLOSING: Meeting ended at 8:00 pm. Heather motions, John seconds. Next meeting scheduled for May 9th, 2017 @ 7 pm.

Assiginack Museum Committee Meeting – May 9th, 2017 – 7:00pm

PRESENT – Alice Pennie, Heather McKenzie, John Pennie, Kelsey Maguire, Jackie White
;Absent:Natalie Hartley, Hugh Moggy

Meeting starts at 7:00 pm.

Alice motions to approve agenda, Heather seconds.

Motion to Accept Minutes from April 3rd, 2017 meeting: Heather motions, Alice seconds.

AGENDA:

#1: FaceBook Group – Alice has continued to put photos up on the Facebook page. Should also do more of buildings, old hockey teams, businesses, etc. Can't post school photos past 1945 as they are still in copyright. Heather will look into setting up account access for Kelsey.

#2 Museums of Manitoulin Meeting – May 17th at 1pm at Misery Bay interpretive centre. Kelsey and Alice are going.

#3 Canada 150

- Ongoing events: The Facebook page, community market.
- Something at Summer Fest?
- Do an open house (free admission) day at the Museum. Tentatively July 14th?

#3 2017 Season

- Water is turned on. Irrigation North coming to do sprinklers on Saturday.
- We've asked for a quote on the removal of the dying tree in front of the school.
- School trips. APS will probably come the first or second week of June. Wikwemikong sometime at the end of June. Should we try the free student passes again this year? There were only about 3 used last year.
- Museum will host Summer Rec activities on July 11, 13, 25, 27 and August 8, 10, 22, 24 from 10:30 till noon.

CLOSING: Meeting adjourned at 8:00 pm. Alice motions, Heather seconds. Next meeting scheduled for June 13th, 2017 @ 7 pm.

**Manitoulin Centennial Manor
Board of Management Meeting
Thursday, May 18th, 2017
“Unapproved Minutes”**

Present: Paul Moffat, Dawn Orr, Pat MacDonald, Wendy Gauthier, Bill Baker, Aurel Rivet, Connie Suite, Michelle Bond; Administrator, Sylvie Clark; DOC

Regrets: Pat MacDonald; Keith Clement; Extendicare Regional Director

1.0 Call to order

Meeting called to order at 10:02 a.m. by Chair, Paul Moffat

2.0 Approval of Agenda

31/17 Gauthier/Orr

That we approve the agenda as presented

...carried

3.0 Approval of Minutes

32/17 Baker/Rivet

That we approve the minutes of the April 20th, 2017 board meeting.

...carried

4.0 Business Arising from Minutes

No business to report at this time.

5.0 Board Elections

Deferred to next board meeting

6.0 Correspondence

A letter was received from a gentleman who worked on the Manor when it was built 50 years ago.

7.0 Fuel Oil Tenders

33/17 Gauthier/Rivet

That we accept the fuel tender from Manitoulin Fuels at a price of 77.46 cents per litre.

...carried

The other tenders received were from McDougall Energy at a price of 80.343 and New North Fuels at a price of 86.90 cents per litre.

8.0 Administrators Report

34/17 Baker/Orr

That we approve the Administrator's report as presented.

...carried

9.0 Extencicare Report

35/17 Rivet/Orr

That we approve the financial statements for the period ended April 30th, 2017 as presented by Michelle Bond.

...carried

10.0 Fundraising Update

Wendy provided the board with an update regarding the Golden Gala. This fundraising has raised \$35,580.29 YTD. She would like for the Board to send a letter to the Gala Committee recognizing their hard work and efforts in making this event such a huge success. Wendy also discussed the Manor's presence at the upcoming Trade Fair the weekend of May 26-28, 2017.

36/17 Orr/Rivet

That we accept the fundraising report as presented.

...carried

11.0 Meeting Date

The next regular board meeting will be held on Thursday, June 15th, 2017 at 10:00 a.m.

12.0 Adjournment

37/17 Orr

That we now adjourn the meeting at 10:37 a.m.

...carried

The Township of Assiginack
CHEQUE DISTRIBUTION REPORT
Payables Management

Ranges: **From:** **To:** **From:** **To:**
Vendor ID First Last Chequebook ID First Last
Vendor Name First Last Cheque Number 0026739 0026760
Cheque Date First Last
Sorted By: Cheque Number

Distribution Types Included: All

ChqNo:	0026739	Date:	12/06/2017	Vendor:	ALLEN'S AUTOMOTIVE GROUP	Amount:	\$438.50
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InvNo:	639515	InvDesc:	marina	InvAmt:	\$357.85
InvNo:	639550	InvDesc:	marina-fertilizer	InvAmt:	\$72.21
InvNo:	640613	InvDesc:	lib bldg-gas for lawnmower	InvAmt:	\$27.00
InvNo:	053117	InvDesc:	may s. chgs	InvAmt:	\$9.69

ChqNo:	0026740	Date:	12/06/2017	Vendor:	ALTON HOBBS	Amount:	\$275.00
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InvNo:	076498	InvDesc:	eyoglasses (alton)	InvAmt:	\$275.00
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ChqNo:	0026741	Date:	12/06/2017	Vendor:	BELL CANADA	Amount:	\$29.66
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InvNo:	2017 06 01	InvDesc:	toll free line	InvAmt:	\$29.66
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ChqNo:	0026742	Date:	12/06/2017	Vendor:	COMPUTREK	Amount:	\$1,181.87
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InvNo:	15076	InvDesc:	june it/remote server mgmt	InvAmt:	\$289.85
InvNo:	15192	InvDesc:	offsite backup data storage	InvAmt:	\$355.27
InvNo:	15137	InvDesc:	may it reconciliation	InvAmt:	\$536.75

ChqNo:	0026743	Date:	12/06/2017	Vendor:	EASTLINK	Amount:	\$1,879.64
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InvNo:	02535192	InvDesc:	mtg wtp	InvAmt:	\$152.54
InvNo:	02535157	InvDesc:	man streams	InvAmt:	\$159.76
InvNo:	02535182	InvDesc:	arena	InvAmt:	\$137.61
InvNo:	02535172	InvDesc:	info booth	InvAmt:	\$148.91
InvNo:	02535207	InvDesc:	bwt	InvAmt:	\$78.90
InvNo:	02535204	InvDesc:	marina	InvAmt:	\$78.90
InvNo:	02535194	InvDesc:	ss wtp	InvAmt:	\$78.90
InvNo:	02534970	InvDesc:	mun.office	InvAmt:	\$583.07
InvNo:	02535190	InvDesc:	ss norisle	InvAmt:	\$69.91
InvNo:	02535169	InvDesc:	fd-interconnect	InvAmt:	\$78.90
InvNo:	02535181	InvDesc:	fd-tel	InvAmt:	\$103.76
InvNo:	02535208	InvDesc:	pw-tel	InvAmt:	\$208.48

ChqNo:	0026744	Date:	12/06/2017	Vendor:	FALCON COMMUNICATIONS LTD.	Amount:	\$323.93
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InvNo:	4759	InvDesc:	fd-radio repairs	InvAmt:	\$323.93
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ChqNo:	0026745	Date:	12/06/2017	Vendor:	FIRE MARSHAL'S PUBLIC FIRE SAFETY COUNCIL	Amount:	\$224.87
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InvNo:	IN148315	InvDesc:	fd-fire prevention kit	InvAmt:	\$224.87
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The Township of Assiginack
CHEQUE DISTRIBUTION REPORT
Payables Management

ChqNo:	0026746	Date:	12/06/2017	Vendor:	GERRY STRONG	Amount:	\$307.70
InvNo:	JUNE 12 2017	InvDesc:	bldg insp/planning mileage	InvAmt:	\$307.70		
ChqNo:	0026747	Date:	12/06/2017	Vendor:	HYDRO ONE NETWORKS INC.	Amount:	\$4,376.46
InvNo:	MAY 26 2017 LAGOON	InvDesc:	lagoon	InvAmt:	\$2,361.09		
InvNo:	MAY 26 2017 PW	InvDesc:	pw-microfit	InvAmt:	\$6.10		
InvNo:	JUNE 5 2017 ADMIN	InvDesc:	mun.office	InvAmt:	\$313.37		
InvNo:	MAY 31 2017 ICE PLNT	InvDesc:	ice plant (estimate)	InvAmt:	\$1,270.27		
InvNo:	MAY 31 2017 PW	InvDesc:	pw	InvAmt:	\$298.68		
InvNo:	MAY 31 2017 NORISLE	InvDesc:	norislie heritage park	InvAmt:	\$30.86		
InvNo:	MAY 31 2017 DEPOT	InvDesc:	depot	InvAmt:	\$96.09		
ChqNo:	0026748	Date:	12/06/2017	Vendor:	JOHN W MAY	Amount:	\$16,972.60
InvNo:	394	InvDesc:	legal fees	InvAmt:	\$16,972.60		
ChqNo:	0026749	Date:	12/06/2017	Vendor:	MANITOWANING MILL & HOME BUILDING CENTRE	Amount:	\$2,323.83
InvNo:	0107231	InvDesc:	marina-plumbing supp	InvAmt:	\$31.62		
InvNo:	0107500	InvDesc:	bwt-plumb supp	InvAmt:	\$3.36		
InvNo:	0107994	InvDesc:	arena-dehumidifier	InvAmt:	\$248.59		
InvNo:	0108591	InvDesc:	marina-swim dock	InvAmt:	\$1,037.65		
InvNo:	0108818	InvDesc:	marina-docks	InvAmt:	\$515.00		
InvNo:	0108852	InvDesc:	marina-docks	InvAmt:	\$82.48		
InvNo:	0109004	InvDesc:	marina-docks	InvAmt:	\$3.86		
InvNo:	0109129	InvDesc:	marina-docks	InvAmt:	\$240.82		
InvNo:	0109140	InvDesc:	seniors park - 2x6's	InvAmt:	\$154.36		
InvNo:	0109306	InvDesc:	info booth-exit sign/open/clos	InvAmt:	\$6.09		
ChqNo:	0026750	Date:	12/06/2017	Vendor:	MANITOULIN-SUDBURY DISTRICT SOCIAL SERVIC	Amount:	\$31,128.50
InvNo:	1N000014650	InvDesc:	june amb/social assist	InvAmt:	\$31,128.50		
ChqNo:	0026751	Date:	12/06/2017	Vendor:	MANITOULIN EXPOSITOR	Amount:	\$46.50
InvNo:	93839	InvDesc:	pw-advertising	InvAmt:	\$59.75		
ChqNo:	0026752	Date:	12/06/2017	Vendor:	MANITOWANING PHARMACY	Amount:	\$4.51
InvNo:	195040	InvDesc:	arena-bandaids	InvAmt:	\$4.51		
ChqNo:	0026753	Date:	12/06/2017	Vendor:	MINISTER OF FINANCE	Amount:	\$23,294.00
InvNo:	17290517051	InvDesc:	april policing costs	InvAmt:	\$23,294.00		
ChqNo:	0026754	Date:	12/06/2017	Vendor:	MINISTER OF FINANCE	Amount:	\$1,947.64
InvNo:	MAY 2017 EHT	InvDesc:	may eht remittance	InvAmt:	\$1,947.64		
ChqNo:	0026755	Date:	12/06/2017	Vendor:	NORTHERN 911	Amount:	\$230.38
InvNo:	21216-06012017	InvDesc:	june 911 services	InvAmt:	\$230.38		

The Township of Assiginack
CHEQUE DISTRIBUTION REPORT
Payables Management

ChqNo:	0026756	Date:	12/06/2017	Vendor:	OMERS	Amount:	\$12,086.16
InvNo:	MAY 2017 OMERS	InvDesc:	may omers remittance	InvAmt:	\$12,086.16		
ChqNo:	0026757	Date:	12/06/2017	Vendor:	PITNEY WORKS	Amount:	\$2,280.30
InvNo:	06/29/2017	InvDesc:	postage meter refill	InvAmt:	\$2,280.30		
# 36758 - voided - reprinted as #36768							
ChqNo:	0026759	Date:	12/06/2017	Vendor:	RAINBOW DISTRICT SCHOOL BOARD	Amount:	\$88,895.42
InvNo:	2017 1ST QTR	InvDesc:	2017 1st qtr requisition	InvAmt:	\$88,895.42		
ChqNo:	0026760	Date:	12/06/2017	Vendor:	RECEIVER GENERAL	Amount:	\$27,292.40
InvNo:	MAY 2017	InvDesc:	may source deductions	InvAmt:	\$27,292.40		
ChqNo:	0026761	Date:	12/06/2017	Vendor:	RIVERSIDE ENTERPRISES	Amount:	\$3,904.15
InvNo:	17914	InvDesc:	may recycling transport	InvAmt:	\$3,904.15		
ChqNo:	0026762	Date:	12/06/2017	Vendor:	SHAW FARMS SUPPLY (manit.) LTD	Amount:	\$192.10
InvNo:	16008341	InvDesc:	meleans prk tank pumpout	InvAmt:	\$192.10		
ChqNo:	0026763	Date:	12/06/2017	Vendor:	SUPERIOR PROPANE INC.	Amount:	\$35.60
InvNo:	15942490	InvDesc:	pw-cylinder rental	InvAmt:	\$11.87		
InvNo:	15942491	InvDesc:	arena-cylinder rental	InvAmt:	\$23.73		
ChqNo:	0026764	Date:	12/06/2017	Vendor:	A.J. STONE COMPANY LTD.	Amount:	\$673.48
InvNo:	0000133643	InvDesc:	fd-foam (4)	InvAmt:	\$673.48		
ChqNo:	0026765	Date:	12/06/2017	Vendor:	NORTHSTAR FIREWORKS ENTERTAINMENT INC	Amount:	\$11,300.00
InvNo:	12835	InvDesc:	can.day fireworks display	InvAmt:	\$11,300.00		
ChqNo:	0026766	Date:	12/06/2017	Vendor:	WORKPLACE SAFETY & INSURANCE BOARD	Amount:	\$2,952.87
InvNo:	MAY 2017 WSIB	InvDesc:	may wsib remittance	InvAmt:	\$2,952.87		
ChqNo:	0026767	Date:	12/06/2017	Vendor:	XEROX CANADA LTD.	Amount:	\$211.51
InvNo:	F50920034	InvDesc:	may copier usage	InvAmt:	\$211.51		
ChqNo:	0026768	Date:	12/06/2017	Vendor:	PUROLATOR COURIER	Amount:	\$224.10
InvNo:	434782934	InvDesc:	man streams freight	InvAmt:	\$76.79		
InvNo:	434850000-	InvDesc:	PW-FREIGHT	InvAmt:	\$147.31		

*** End of Report ***

Report Total:

\$235,033.68

Date : 12/06/2017
Time : 1:28:56 PM

The Township of Assiginack

Page: 1

Payment #	Amount	Date	Batch #	Employee ID	Employee Name	Status	Payment Method
0026732		12/06/2017	06/12COXB	118	COOPER, RONALD	OUTSTANDING	Cheque
0026733		12/06/2017	06/12COXB	122	HOBBES, ALTON	OUTSTANDING	Cheque
0026734		12/06/2017	06/12COXB	126	MACDONALD, DEBORAH	OUTSTANDING	Cheque
0026735		12/06/2017	06/12COXB	133	BOND, FREDA	OUTSTANDING	Cheque
0026736		12/06/2017	06/12COXB	173	QUACKENBUSH, CRYSTAL	OUTSTANDING	Cheque
0026737		12/06/2017	06/12COXB	181	MELIAN, GARRETT	OUTSTANDING	Cheque
893		12/06/2017	06/12COXB	106	WOOD, STEVEN	OUTSTANDING	Direct Deposit
894		12/06/2017	06/12COXB	134	VIRTANEN, ANNETTE	OUTSTANDING	Direct Deposit
895		12/06/2017	06/12COXB	140	REID, WALTER	OUTSTANDING	Direct Deposit
896		12/06/2017	06/12COXB	152	PRAIRIE, JANET	OUTSTANDING	Direct Deposit
897		12/06/2017	06/12COXB	153	BECK, WILLIAM	OUTSTANDING	Direct Deposit
898		12/06/2017	06/12COXB	163	MACDONALD, ROBERT	OUTSTANDING	Direct Deposit
899		12/06/2017	06/12COXB	164	MIDDAUGH, WAYNE	OUTSTANDING	Direct Deposit
900		12/06/2017	06/12COXB	168	STRONG, GERRY	OUTSTANDING	Direct Deposit
901		12/06/2017	06/12COXB	169	MAGUIRE, KELSEY	OUTSTANDING	Direct Deposit
902		12/06/2017	06/12COXB	186	ROBY, JEREMY	OUTSTANDING	Direct Deposit
903		12/06/2017	06/12COXB	205	MOFFAT, PAUL	OUTSTANDING	Direct Deposit
904		12/06/2017	06/12COXB	206	CASE, ROBERT	OUTSTANDING	Direct Deposit
905		12/06/2017	06/12COXB	211	HOGGY, HUGH	OUTSTANDING	Direct Deposit
906		12/06/2017	06/12COXB	214	FIELDS, LESLIE	OUTSTANDING	Direct Deposit
907		12/06/2017	06/12COXB	216	REID, BRENDA	OUTSTANDING	Direct Deposit
908		12/06/2017	06/12COXB	301	ROBINSON, DEBBIE	OUTSTANDING	Direct Deposit
909		12/06/2017	06/12COXB	323	WHITE, JACQUELINE	OUTSTANDING	Direct Deposit
910		12/06/2017	06/12COXB	329	O'BRIEN, CHERYL	OUTSTANDING	Direct Deposit
0026738		29/05/2017	05/29JOE	322	O'BRIEN, JOSEPH	OUTSTANDING	Cheque & replace previous p4t voided

Total : \$20508.96

Seniors Month Proclamation

SENIORS MONTH IN ASSIGINACK IS JUNE 1 - 30, 2017

WHEREAS Seniors Month is an annual province-wide celebration;

AND WHEREAS seniors have contributed and continue to contribute immensely to the life and vibrancy of this community;

AND WHEREAS seniors continue to serve as leaders, mentors, volunteers, and important and active members of this community;

AND WHEREAS their contributions past and present warrant appreciation and recognition and their stories deserve to be told;

AND WHEREAS the health and well-being of seniors is in the interest of all and further adds to the health and well-being of the community;

AND WHEREAS the knowledge and experience seniors pass on to us continues to benefit all;

THEREFORE I, Mayor Paul Moffatt, do hereby proclaim June 1-30, 2017 Senior's Month in the Township of Assiginack and encourage all citizens to recognize and celebrate the accomplishments of our seniors.

Dated in the Mayor's Office on this 20th day of June, 2017.

Mayor



June 7, 2017

Email: clerktreasurer@eastlink.ca

Mr. Alton Hobbs, Clerk / Administrator
Municipality of Assiginack
25B Spragge Street, P.O. Box 238,
Manitowaning, ON, Canada
P0P 1N0

Re: Henley Building Expansion Review - Manitowaning, ON

Exp Services Inc. (exp) is pleased to provide this proposal to the Municipality for civil engineering services related to the expansion of Henley Boat Manufacturing building in Manitowaning, Ontario. The scope of work proposed is described below.

1.0 Background

An expansion of approximately 45,000 sq. ft. to the southwest side of the existing Henley Boats Manufacturing building is requested to allow Henley to improve production. The company has decided to expand their network further into Canada and will require more space to accommodate the increased demand for custom built vessels.

It is expected that a new sewer line or the installation of a pump line to the nearest existing line may be required to allow for the increased sewer capacity necessary to accommodate an expansion of the building. Furthermore, watermain capacity and flow volume will also need to be tested prior to expansion of the building for fire safety regulations. Both factors will require municipal consent and involvement in the project.

2.0 SCOPE OF SERVICES

2.1 Project Initiation, Site review, and Collection of Information

This phase encompasses the initial project start-up and efforts to gather existing information related to the logistics of expansion to the existing building, the municipal sewage system, and the watermain system. A site review will be undertaken to identify existing conditions and to

further understand the expansion of the existing building and sewer/water requirements. The following activities will be undertaken in this phase:

- Initial meeting undertaken TBD.
- Exchange of correspondence with Township Staff.
- Exchange of correspondence with Henley Boats MFG.
- Prepare and submit a list of documents to be reviewed.
- Contact OCWA and Ministry of Environment and Climate Change representatives, if required.
- Collect and organize documents provided.
- Review site

2.2 Review of Information and Documents

Information and documents provided by stakeholders will be reviewed with the objective of understanding the operation of the existing system and identifying the equipment and appurtenances that make up the existing system. It is anticipated that the following information and documents will be required for review:

- Existing sewer service line location and capacity.
- Existing water service line location and capacity.
- Nearest municipal sewer main and capacity.
- Nearest municipal watermain, and flow/capacity estimate.
- Preliminary calculation of Henley sewer and water demand.

2.3 Site review

A report will be prepared and submitted describing the subject study and any recommendations resulting from the findings. The components of the system will be reviewed:

- Feasibility of providing required water service.
- Feasibility of providing required sewer service.
- Preliminary water and sewer servicing plan, if applicable.
- Preparation and submission of a summary report.

2.4 Identification and Execution of Additional Site Studies

Additional tests or studies identified as necessary to complete the above described scope of services during the information assessment and site review will be undertaken on a time and material basis. Additional work will not be undertaken without approval in writing.

PROFESSIONAL FEES AND CHARGE OUT RATES

2.5 Professional Fees

We propose that the scope of work described above be done on a lump sum basis. The breakdown of the components of the project scope are described below:

TABLE 1: PROFESSIONAL FEE SUMMARY	
Item Description	Budget
2.1 Project Initiation, Site Review, and Collection of Information	50% of Lump Sum
2.2 Review of Information and Documents	30% of Lump Sum
2.3 Report Preparation	20% of Lump Sum
LUMP SUM SUB-TOTAL	\$6,000.00
Miscellaneous Disbursements (5%)	\$300.00
TOTAL (Excluding HST)	\$6,300.00

Any change of scope or new requirements will be charged at these hourly labour rates as well. Additional work will not be undertaken without written direction from the Municipality.

TABLE 2: HOURLY FEES		
Name of Staff	Category of Worker	Standard Hourly Rate*
Les Ranta, P.Eng.	Infrastructure Manager	\$140.00
Peter Firla, P.Eng.	Infrastructure Engineer	\$125.00
Chris Cornell, E.I.T.	Junior Engineer	\$85.00

Reimbursable expenses, including mileage charges at \$0.50 per kilometer, will be invoiced at cost. It is anticipated that two trips from Sudbury to Manitowaning return will be required.

2.6 Schedule

The following schedule has been prepared based on the scope of work described herewith. Any delay in receiving specified information will result in a delay of an equal time period for completion of subsequent phases.

TABLE 3: WORK SCHEDULE	
Item Description	Completion Date
Instruction to Proceed from Municipality	Assumed June 19, 2017
Completion of Project Initiation and Collection of Information	July 7, 2017
Complete Review of Information and Site Investigation	July 21, 2017
Deliver Final Report	August 4, 2017
Identification and Execution of Additional Site Studies	TBD

2.7 Assumptions

- All drawings and documents of and related to the existing sanitary and watermain infrastructure will be provided to exp for capacity and location of services.

2.8 Exclusions

The following work is excluded from this proposal:

- Work not described herewith.
- Construction cost estimates.
- Permit applications, or fees associated with permit applications.

2.9 Contract Arrangement

We trust that you find this proposal satisfies your requirements. We propose that this submission when signed and returned, (refer to the Terms and Conditions and Work Authorization form under Appendix A) will serve as the business agreement between your company and our firm, thereby confirming your acknowledgement and acceptance of the terms and conditions.

The work included in this proposal will be subject to the Harmonized Sales Tax (HST). All prices quoted are exclusive of HST which will appear as a separate item on our invoice.

Should you find this proposal acceptable, please indicate your acceptance of this proposal by signing the attached Work Authorization and return it to exp for final processing.

Thank you for the opportunity to submit this proposal and we look forward to working with you in the future.

Sincerely,

Exp Services Inc.



Prepared by:
Chris Cornell, EIT
Infrastructure E.I.T.



Reviewed By:
Les Ranta, P.Eng.
Infrastructure Manager

Enclosures:

Appendix A - Terms and Conditions and Work Authorization Form

WORK AUTHORIZATION

Client Name: (“CLIENT”)	Municipality of Assiginack		
Address	25B Spragge Street, Manitowaning, ON P0P 1N0 - Canada		
Attention:	Alton Hobbs		
Contact Email:	clerktreasurer@eastlink.ca	Client ID Number:	
Contact Phone:	705-859-3196	Contact Fax:	705-859-3010
exp Services Inc. (“CONSULTANT”) is authorized to provide services at:			
Project Name	Water and Sewer Expansion Review – Henley Boatworks		
Project Location	Manitowaning, ON		
The services to be performed are limited to: Civil Engineering Services as noted in Letter of June 7, 2017			
Project Manager	Les Ranta		
Charges for the services: as per Letter dated June 7, 2017 - Time and Material in the amount of \$6,300.00 plus HST			
Report Distribution	Alton Hobbs, Les Ranta, Peter Firla, Chris Cornell		
Please return one signed copy of this work authorization as confirmation of your requirement and as your authorization for exp to proceed.			
TERMS AND CONDITIONS			
Services to be provided in accordance with the Terms and Conditions and Letter attached. CLIENT’S signature below indicates acceptance of the attached Terms and Conditions and Proposal.			
EXP SERVICES INC.		Municipality of Assiginack	
Signature _____ <i>I have the authority to bind the company</i> Print Name _____ Signature _____ <i>I have the authority to bind the company</i> Print Name _____ Project No. _____ Date _____	Signature _____ <i>I have the authority to bind the company</i> Print Name _____ Signature _____ <i>I have the authority to bind the company</i> Print Name _____ Project No. _____ Date _____		

The CLIENT acknowledges and agrees that exp may, at its sole discretion, hold back issuance of final reports or other deliverables until payment of all past due amounts has been received.

TERMS AND CONDITIONS

1. **AUTHORIZATION TO PROCEED** The signing of the Work Authorization form attached to these Terms and Conditions, which together with CONSULTANT's proposal shall collectively be referred to as the Agreement, will serve as written authorization for CONSULTANT to proceed with the services called for in this Agreement.
2. **EXTENT OF AGREEMENT** This Agreement, including attachments incorporated herein by reference, represents the entire agreement between CONSULTANT and CLIENT and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be altered only by written instrument signed by authorized representatives of both CLIENT and CONSULTANT.
3. **CHANGES** Work beyond the scope of Services or redoing any part of the Services through no fault of CONSULTANT, shall constitute extra work and shall be paid for on a time and material basis in addition to any other payment provided for in this Agreement. In the event, CONSULTANT's work is interrupted due to delays other than delays caused by CONSULTANT, CONSULTANT shall be compensated based on CONSULTANT's current Fee Schedule for the additional labour or other charges associated with maintaining its work force for CLIENT's benefit during the delay, or at the option of the CLIENT, for charges incurred by CONSULTANT for demobilization and subsequent remobilization. If, during the course of performance of this agreement, conditions or circumstances are discovered which were not contemplated by CONSULTANT at the commencement of this Agreement, CONSULTANT shall notify CLIENT in writing of the newly discovered conditions or circumstances and the impact on the Agreement. CLIENT and CONSULTANT agree to negotiate in good faith any changes to the price, terms and conditions, or schedule of this Agreement. Written notice of changes will be provided by CONSULTANT to the CLIENT by Change Order for the CLIENT's approval.
4. **PAYMENT** CONSULTANT shall invoice CLIENT periodically for the services performed under this Agreement, including laboratory services, if required. Compensation for such services shall be in accordance with CONSULTANT's current Fee Schedule or the terms of the proposal, which do not include applicable taxes. CLIENT shall pay invoices upon receipt. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late payment charge of 1.5% per month (18% per year) from the date of billing until paid. The invoice amounts shall be presumed to be correct unless CLIENT notifies CONSULTANT in writing within fourteen (14) days of receipt. Progress billings, when paid, represent acceptance by CLIENT of the invoiced services performed by CONSULTANT. The CLIENT agrees to pay legal fees and costs necessary to collect on past due accounts. If CLIENT fails to pay an invoice when due, CONSULTANT may suspend all services until such invoice is paid in full.
5. **PERMITS, UTILITIES AND ACCESS** Unless otherwise provided, the CLIENT shall apply for and obtain all required permits and licenses. The CLIENT warrants that it has made all necessary arrangements for right to entry to provide CONSULTANT access to the site for all equipment and personnel at no charge to CONSULTANT. The CLIENT shall also provide CONSULTANT with the location of all underground utilities and structures in the vicinity of the work area, unless otherwise agreed in writing. While CONSULTANT will take all reasonable precautions to minimize any damage to the property, the CLIENT agrees to hold CONSULTANT harmless for any damages to any underground subsurface structures or any damage required for right of entry.
6. **COST ESTIMATES** If CONSULTANT provides an estimate of probable costs or a budget for the Work that is developed by CONSULTANT during the performance of the Scope of Services, the CLIENT hereby acknowledges that neither CONSULTANT nor CLIENT has control over other professional fees, land development, or other costs related to the entire Project. Therefore CONSULTANT does not warrant or represent the Project costs will not vary from the Project Budget. Neither CONSULTANT nor the CLIENT has control over the cost of labour, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. CONSULTANT therefore does not warrant or represent that bids or negotiated prices will not vary from the estimate of probable construction cost.
7. **DISPUTES** Any dispute arising under this Agreement shall first be resolved by taking the following steps: A successive step shall be taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each Party, 2) by executive management of each Party, 3) by mediation, 4) by arbitration if both Parties agree or 5) through the court system in the Province of Ontario.
8. **STANDARD OF CARE** CONSULTANT shall perform its services in a manner consistent with the standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services are performed. This Agreement neither makes nor intends a warranty or guarantee, express or implied.
9. **INDEMNITY** Notwithstanding any other provision of this Agreement, the CLIENT agrees to indemnify, defend and hold harmless CONSULTANT, its officers, directors, employees and subconsultants (collectively "CONSULTANT") against all damages, liabilities or costs including reasonable legal fees and defense costs arising out of or in any way connected with this Project or the performance of the services under this Agreement, excepting those damages, liabilities or costs attributable to the negligent acts or

omissions by CONSULTANT.

TERMS AND CONDITIONS

10. **LIMITATION OF LIABILITY.** Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees, to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damages from any cause in any way related to the project or the Agreement, shall not exceed the fees paid to the CONSULTANT. CONSULTANT shall not be liable for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. CLIENT and CONSULTANT agree that any legal actions arising directly or indirectly from this Agreement and/or CONSULTANT's performance of the Services shall be filed no later than two years from the date the Services have been performed.
11. **RESPONSIBILITY.** CONSULTANT is not responsible for the completion or quality of work that is dependent upon information provided by or services performed by the CLIENT or third parties not under the direct control of CONSULTANT. CONSULTANT is not responsible for the acts or omissions or for any damages resulting from the actions of such parties. CONSULTANT does not assert control or assume responsibility for a Contractor not retained directly by CONSULTANT or over a CLIENT's employees, work site, work methods or property.
12. **OWNERSHIP AND CONFIDENTIALITY.** Unless otherwise agreed to by the parties in writing, all documents (including reports, drawings and specifications, and electronic or digital copies) required to be prepared by or on behalf of CONSULTANT in connection with the Services will become the property of the CLIENT upon full and final payment of the Compensation. The copyright and all intellectual property in the documents and designs shall be retained by CONSULTANT. CONSULTANT hereby grants to CLIENT a non-exclusive right and royalty-free license to use, disclose and reproduce the documents solely for the purpose of the project. CLIENT will not distribute or convey CONSULTANT's reports or recommendations to any person or organization other than those identified in the project description without CONSULTANT's written authorization. CLIENT releases CONSULTANT from liability and agrees to defend, indemnify, protect and hold harmless CONSULTANT from any and all claims, liability, damages or expenses arising, in whole or in part, from unauthorized use. Information provided by either party with respect to the project's design, supplies, management, costs, description or other pertinent information are confidential. The parties agree not to disclose such information to third parties unless necessary to the project's execution or already a matter of public knowledge.
13. **FIELD REPRESENTATION.** The presence of CONSULTANT's or its subcontractors' field personnel, may be required for the purpose of providing project administration, assessment, observation and/or field testing. Should a contractor(s) not retained by CONSULTANT be involved in the project, CLIENT will advise such contractor(s) that CONSULTANT's services do not include supervision or direction of the means, methods or actual work of the contractor(s), its employees or agents. CLIENT will also inform contractor that the presence of CONSULTANT's field representative for project administration, assessment, observation or testing, will not relieve the Contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If a contractor is involved on the project, CLIENT agrees CONSULTANT shall not be responsible for working conditions on the job site including the safety and security of persons or property.
14. **ENVIRONMENTAL CONDITIONS.** CLIENT shall have responsibility and liability for the environmental conditions on the site. Without limiting the generality of the foregoing, CONSULTANT shall have no liability to the CLIENT or any third party for Mould Related Claims, contaminants, or any other hazardous, dangerous or toxic substance. For the purposes of this section, Mould Related Claims means any claim arising out of or resulting from the actual, alleged or threatened existence, effects, ingestion, inhalation, abatement, testing, monitoring, remediation, enclosure, decontamination, repair, removal or the actual or alleged failure to detect Mould, Mildew or other Fungus in any form. Mould, Mildew, or other Fungus means any plant-like group that does not produce chlorophyll and derives food either by decomposing organic matter from dead plants and animals or by parasitic attachment to living organisms or any substance specifically or commonly referred to as mould, mildew, or fungus, and includes any and all mycotoxins, spores, scents, or other byproducts that are produced by the above-described groups or substances. CLIENT shall be responsible for and promptly pay for the removal and lawful disposal of Mould, Mildew, or other Fungus, contaminants, hazardous materials, asbestos, samples and cuttings unless otherwise agreed in writing. The discovery of such conditions on the site shall result in the issuance of a Change Order to the extent that the services of CONSULTANT are impacted.
15. **TERMINATION.** This Agreement may be terminated by either party upon ten (10) days written notice to the other. In the event of termination, CLIENT shall pay for all charges for work performed and demobilization by CONSULTANT. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.
16. **SOLICITATION.** Neither Party will, directly or indirectly, for a period of two years from the expiration date of this Agreement, solicit for employment or any other engagement the services of any person who is now employed by the other Party or any affiliate, except in the course of general recruitment efforts.
17. **ASSIGNMENT.** Neither CLIENT nor CONSULTANT shall assign its interest in this Agreement without the written consent of the other.

18. **GOVERNING LAW.** This Agreement is governed by the laws of the Province of Ontario

June 5, 2017
17-1000

RECEIVED
JUN 07 2017

P.O. Box 238
156 Arthur Street
Manitowaning, ON
P0P 1N0

Attention: Mr. Alton Hobbs, C.A.O.
Township of Assignack

Re: Proposal for Preliminary Engineering Review
Proposed Public Works Department/Fire Hall Expansion
Township of Assignack

Dear Mr. Hobbs:

TULLOCH Engineering Inc. (TULLOCH) appreciates the opportunity to provide this proposal for the above noted project. Provided herein is our proposed scope of work and associated fees in regards to completing Preliminary Engineering Review for the Proposed Expansion to the Public Works Department / Fire Hall in the Township of Assignack, ON.

We thank you for the opportunity to provide a proposal for engineering services for this project. If you have any questions, do not hesitate to contact the undersigned at your convenience.

Sincerely,

TULLOCH Engineering Inc.



Dan Moody, A.Sc.T.
Project Manager

DM/dm

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Letter of Transmittal

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1.0 CORPORATE PROFILE

With clients across North America, TULLOCH Engineering Inc. is a well-established consulting engineering firm in Ontario. Our ambition is to provide a better life for the communities around us. Our employees are dedicated to one aim: to design and build world-class infrastructure and natural environments by providing a full range of integrated consulting services.

We have embraced this purpose by adhering to our core values. We treat our clients with the goodness and respect that characterizes the work we do. We strive for the highest standards in client and colleague relationships. We are dedicated to fostering long-term working relationships built on mutual respect and superior performance.

Shaped from several of Ontario's finest engineering, environmental and geomatics companies, TULLOCH offers clients unrestricted access to a deeply knowledgeable and integrated team of professionals. Simply put, our staff is the reason for our success. With a passion for tackling large-scale challenges, we cultivate a collaborative team approach.

Our diverse and knowledgeable staff work together to following-through on our commitments. The relentless pursuit of client satisfaction; that is the TULLOCH trademark.

2.0 DEFINITION OF WORK

It is our understanding that The Township of Assiginack wishes to expand the current Public Works Department / Firehall. TULLOCH Engineering Inc. was requested to provide architectural/engineering consulting services as required to complete preliminary site investigations, conceptual floor plan/elevations and a Class "D" (-20% to +30%) cost estimate.

We propose the following scope of work:

Topographic Survey

- Conduct topographic survey of the site for the purpose of providing information to be used in the preparation of existing site plans
- Perform search of Ontario Lands Survey Records for relevant plans and field notes
- Perform limited retracement of property limits sufficient for site plan
- Survey locations of any identified underground utilities
- Site plan to be used for preliminary design activities and final site design

Geotechnical Investigation

During the course of the Geotechnical Investigation, if it poor soil/rock conditions are encountered, a more comprehensive Geotechnical Soils Investigation may be required. TULLOCH would be pleased to provide The Township of Assiginack a proposal for a comprehensive Geotechnical Investigation, should one be required.

- Conduct on site, visual verification of in situ soil conditions to determine allowable soil bearing capacity.
- Arrange field locates of underground services prior to commencing with test pit excavation.

Note: We have not included for the provision of asphalt/concrete saw cutting or removal, or for the provision of an excavator and operator to advance test pits. Should The Township of Assiginack wish for Tulloch to provide these services, we would be please to provide a price to The Township of Assiginack, additional to this proposal.

Architectural Consulting

- Attend the site to review and document existing conditions within the current PWD garage
 - Details to be used in the preparation of existing floor plans and exterior elevations
 - Details of the existing construction are necessary to facilitate interior and exterior renovations, as well as to determine code compliance.
- Conduct preliminary review of the Ontario Building Code
- Conduct preliminary review of applicable zoning by-laws
- Based on teleconference discussions with the Township, develop conceptual floor plan for the proposed addition (incorporating calculated space requirements)
- Complete Class "D" (-20% to +30%) cost estimate

Structural Consulting

- Develop conceptual foundation design, to be used in the preparation of the cost estimate
- Develop conceptual structural framing design, to be used in the preparation of the cost estimate

Civil Consulting

- Determine costs associated with anticipated site development and site servicing
- Review septic system requirements
- Review water supply requirements
- Develop site plan showing existing features
 - To be used for space planning of the proposed addition(s)

Mechanical/Electrical Consulting

- Attend the site to review and document existing conditions within the current PWD garage
 - Details to be used in the preparation of existing mechanical/electrical plans
 - Details of the existing mechanical/electrical arrangements are necessary to facilitate interior and exterior renovations, as well as to determine code compliance.
- Obtain all available background information regarding existing services on or near the site
- Determine availability of heating fuel sources on or near the site
- Develop conceptual mechanical/electrical design, to be used in the preparation of the cost estimate
- Review electrical service requirements
- Review oil interceptor requirements
- Review gas detection requirements

3.0 PROJECT TEAM

The project will be executed from both the Sault Ste. Marie & Thessalon offices of TULLOCH. The following key personnel are proposed for the work:

PRIMARY CONTACT Dan Moody, A.Sc.T. - Project Manager

Mr. Moody is an experienced civil technologist and will assume the role of lead technologist and overall lead member of the TULLOCH team. He will be the main contact and be responsible for all TULLOCH activities.

Cole Howson, P.Eng. – Senior Structural Engineer

Mr. Howson will be responsible for providing structural review and commentary for this assignment and providing Quality Assurance reviews of all deliverables.

Josh Lelievre, P.Eng. – Civil Engineer

Mr. Lelievre will take the role as civil engineer for this project. He will be responsible for conducting the civil site investigation and preparing the preliminary civil design and servicing cost estimate.

Tim Janzen, P.Eng. – Mechanical/Electrical Engineer

Mr. Janzen will take the role as mechanical/electrical engineer for this project. He will be responsible for conducting the mechanical/electrical servicing site investigation and cost estimate.

Mechanical/Electrical consulting services shall be provided by MET Energy Systems
Refer to Appendix B for Professional Credentials of the project team.

4.0 DELIVERABLES

We expect the following to be the key deliverables for our services;

- Summary design review letter/cost estimate & conceptual drawings for review, issued at 90% completion (.pdf format)
- Final summary design review letter/cost estimate & conceptual drawings (.pdf format & hard copy)
 - We will provide up to 8 copies of each deliverable.

5.0 FEES

We propose to perform the services outlined previously on a lump sum basis, subject to the exclusions made and limitations outlined. The estimated fees for our services are as follows:

Task	Cost
Architectural/Structural Consulting	\$ 9,850.00
Mechanical/Electrical Consulting	\$ 5,000.00
Civil Consulting	\$ 3,800.00
Topographic Survey	\$ 3,850.00
Geotechnical Investigation	\$ 1,500.00

Sub Total \$ 24,000.00

Above costs are inclusive of all travel, vehicle mileage and expenses.
Above costs are exclusive of HST.

Should the scope of work need altering during the course of the project, TULLOCH will endeavor to fairly negotiate with The Town of Assiginack a scope amendment including an adjusted budget and schedule.

6.0 EXCLUSIONS

At the request of The Township of Assiginack, TULLOCH Engineering is providing this quotation for architectural/engineering consulting services as required to complete preliminary site investigations, conceptual floor plan and a Class "D" (-20% to +30%) cost estimate only.

The following list of exclusions represents services or items that TULLOCH has not included as part of our price. Should you wish to engage TULLOCH to provide or arrange for the provision of any or all of these services or items, we would be please to provide a price to you, additional to this quotation.

- Final architectural design or working drawings
- Engineering design or working drawings
- Project Tendering
- Legal Survey
- Environmental engineering
- Environmental Site Assessments
- Permit applications or application fees
- Archeological Investigations

7.0 LIMITATIONS

TULLOCH will perform all professional services with the standard of care customarily observed by Professional Consulting firms performing similar services at the same time and location. The standard of care will include adherence to all applicable published standards of the profession and laws, regulations, by-laws, building codes and government rules.

In no event, will TULLOCH be liable for indirect or consequential damages including, without limitation loss of use or production, loss of profits or business interruption.

8.0 SCHEDULE

TULLOCH would be willing to proceed with this assignment within 2-3 weeks of receiving approval to proceed. We will provide a draft submission of the report within 6 weeks of receiving approval to proceed. Final submission of all deliverables will be provided within 2 weeks of receiving comment from the draft submission.

9.0 CLOSURE

For over 24 years, TULLOCH Engineering has been providing clients throughout Ontario with a diverse range of engineering experience.

If The Township of Assiginack should award this project to TULLOCH, our team will work had to ensure that all work is of the highest quality.

We thank you for the opportunity to provide a proposal for engineering design services for the project, and look forward to working together in the future.

The Corporation of the Municipality of Brockton

Number: 17-14-

Session: May 23, 2017

Moved By: [Signature]

Seconded By: Bill Bell

12.3 Oppose Amendment to the Conservation Authorities Act

Whereas the provincial government has proposed to amend the Conservation Authorities Act.

Whereas the amendment will require Conservation Authority Boards to have a composition of 50% members with scientific backgrounds.

Whereas the amendment will restrict the ability of municipal councils to appoint board members.

Be it resolved that the municipality of Brockton oppose the amendment to the Conservation Authorities Act.

Member of Council	Yea	Nay
Adams, Steve		
Bell, Bill		
Gieruszak, Dan		
Inglis, David		
Leifso, Dean		
Oberle, Chris		
Peabody, Chris		
Totals		

Carried

[Signature]

Defeated

Bill 86, Conservation Authorities Amendment Act, 2016



Forster, Cindy

Current Status: First Reading Carried

View the Bill

Bill 86

2016

An Act to amend the Conservation Authorities Act

Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. Section 14 of the *Conservation Authorities Act* is amended by adding the following subsections:

Same

(3.1) At least half of the members of an authority shall have significant training, experience or employment history in an environmental or natural resource field.

.

Termination of existing appointments

(4.1) Despite subsection (1), within six months after the appointment requirement in subsection (3.1) comes into force, the respective councils of the participating municipalities shall terminate all existing appointments and make new appointments in accordance with this section.

Eligibility for reappointment

(4.2) A member whose appointment is terminated in accordance with subsection (4.1) is eligible for reappointment to fill the vacancy created by the termination if they meet the qualifications in this section.

Deemed to be continuously appointed

(4.3) For the purpose of the term limit in subsection (4), a member whose appointment is terminated in accordance with subsection (4.1) and who is reappointed to fill the vacancy created by the termination is deemed to have been continuously appointed from the time the terminated appointment began, minus the time between the termination and reappointment.

Commencement

2. This Act comes into force six months after the day it receives Royal Assent.

Short title

3. The short title of this Act is the *Conservation Authorities Amendment Act, 2016*.

EXPLANATORY NOTE

The Bill amends the *Conservation Authorities Act* to require that at least half the members of a conservation authority have significant training, experience or employment history in an environmental or natural resource field. The Bill also requires that all existing appointments be terminated and allows those members whose appointments are terminated in this manner to be reappointed if they meet the new qualifications.

**Ministry of
Municipal Affairs**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M5G 2E5
Tel.: 416 585-7000
Fax: 416 585-6470

**Ministère des
Affaires municipales**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto ON M5G 2E5
Tél. : 416 585-7000
Télec. : 416 585-6470



17-73965

Dear Head of Council,

I am pleased to announce Bill 68 – the *Modernizing Ontario's Municipal Legislation Act, 2017* received Royal Assent on May 30, 2017.

The *Modernizing Ontario's Municipal Legislation Act, 2017* is the result of the review of three key elements of Ontario's municipal legislative framework: the *Municipal Act, 2001*, *City of Toronto Act, 2006* and the *Municipal Conflict of Interest Act*. This package of amendments includes feedback that we heard from municipalities, the public and other stakeholders during 2015's Municipal Legislation Review.

The legislation, as amended, helps make our local governments more open, accountable and flexible in responding to the needs of residents. These changes will:

- Increase fairness and reduce barriers for women and parents elected to municipal governments and school boards by allowing time off for pregnancy or parental leave
- Provide broader municipal investment powers to eligible municipalities that may help raise more revenue to improve local infrastructure
- Ensure the public and municipal councillors have access to integrity commissioners with a broadened role related to conflicts of interest and municipal codes of conduct
- Enhance local government accountability and integrity across the province by requiring municipalities to have a code of conduct for members of municipal councils and local boards

For a copy of Bill 68 – the *Modernizing Ontario's Municipal Legislation Act, 2017* please visit the Legislative Assembly of Ontario website: www.ontla.on.ca.

Thank you for your help to ensure that our communities remain vibrant and strong, and have the tools they need to address their changing needs. Please accept my best wishes.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Mauro".

Bill Mauro
Minister



June 2017

RE: Wiikwemkoong Islands Boundary Claim

To whom it may concern,

Wiikwemkoong Unceded Territory and the Government of Ontario ("the Parties") are in negotiations to resolve the outstanding Boundary claim relating to the islands off the eastern shore of Manitoulin Island.

At this time, I am writing to inform you about the progress made on these negotiations to date. The Parties have identified a package of proposed settlement lands which may be transferred to Wiikwemkoong Unceded Territory as part of the settlement of the claim. The enclosed Draft Environmental Study Report (ESR) provides a description of the project proposal and alternatives. The Draft ESR was prepared in accordance the requirements for Category C projects under the Class Environmental Assessment for Stewardship and Facility Development Projects. It is available for review and comment between June 12 and August 11, 2017.

Ontario will not take away private property from third parties to settle land claims. Any acquisition of private property is on a willing-seller/willing-buyer basis. Access to private property will be protected.

Public consultation is an integral component of the land claim negotiation process. Existing Crown land uses are taken into consideration during the negotiations and we are committed to maintaining an open process for information sharing with interested parties as negotiations proceed.

If you would like to discuss this further, or require a hard copy of the materials, please contact me at wutclaim@ontario.ca, or (705) 755-3316. I can also be reached by mail, at the address identified in this letterhead.

General information about land claims and the negotiation process is available on the Ministry of Aboriginal Affairs website at: <http://www.ontario.ca/aboriginal/land-claim-negotiation-process>.

Sincerely,

Alison McLaren
Senior Negotiator
Ministry of Aboriginal Affairs

c Michael Webb, Aboriginal Affairs and Northern Development Canada
10 Wellington St. Gatineau, QC, K1A 0H4

NOTICE OF OPPORTUNITY TO INSPECT THE DRAFT ENVIRONMENTAL STUDY REPORT (ESR)

Wiikwemkoong Islands Reserve Boundary Claim Negotiations

The Ontario Ministry of Indigenous Relations and Reconciliation (MIRR), supported by the Ontario Ministry of Natural Resources and Forestry (MNRF) Sudbury District Office, proposes a disposition of Crown land to Wiikwemkoong Unceded Territory (Wiikwemkoong), in settlement of the Wiikwemkoong Islands Boundary Claim. The proposed settlement lands are located in the Districts of Killarney and Sudbury, as well as unorganized areas. The Wiikwemkoong Islands Boundary Claim is a land claim relating to the islands off the eastern shore of Manitoulin Island. The Council of Wiikwemkoong and the Government of Ontario are working together to resolve this outstanding land claim.

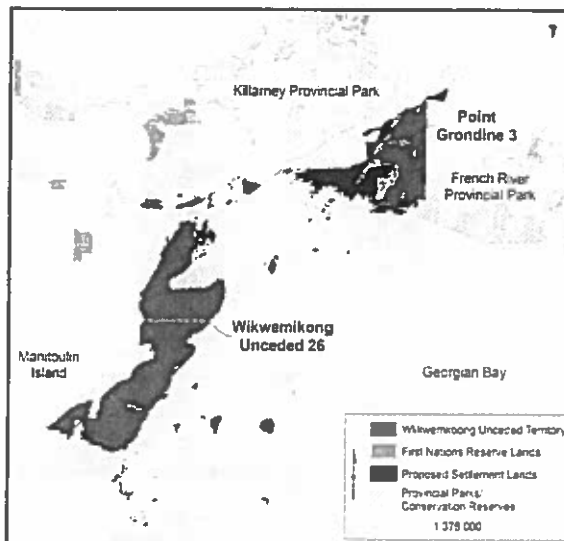
The Ministry invites comments on a Draft Environmental Study Report (ESR) for the proposal. The Draft ESR was prepared in accordance with the requirements for Category C projects under the Class Environmental Assessment for MNR Resource Stewardship and Facility Development Projects. It is available for review and comment between **June 12, 2017** and **August 11, 2017**.

The two alternatives to be evaluated are as follows. Alternative 1: Ontario does not pursue a negotiated settlement of the Wiikwemkoong Islands Boundary Claim. Alternative 2: Re-Negotiate Proposed Settlement Lands. Should the proposed settlement lands be transferred, public use of the Proposed Settlement Lands may occur with the authorization of Wiikwemkoong.

Following the public comment period, all comments received will be considered and a final Environmental Assessment Study Report will be prepared, and released for public inspection.

To obtain a copy of the Draft ESR, provide comments, discuss the project, or to be placed on the project mailing list, please **contact**:

Alison McLaren, Senior Negotiator, MIRR
160 Bloor St. E Suite 920
Toronto, ON M7A 2E6
tel: 705-755-3316, fax: 416-325-1066
e-mail: wutclaim@ontario.ca



Comments and personal information concerning the claim and proposed disposition of Crown land are collected to assist with decision making and to allow for follow-up with individuals as required. This activity occurs under MIRR's mandate to resolve land claims and is in compliance with the requirements of the *Environmental Assessment Act*. MIRR will provide MNRF and MOECC with copies of comments received. Comments not constituting personal information as defined by the *Freedom of Information and Protection of Privacy Act*, will be shared with others as appropriate, and may be included in documentation available for public review. Personal information will only be used/disclosed in accordance with the *Freedom of Information and Protection of Privacy Act*. If you have questions regarding the collection, use or disclosures of your personal information please contact Alison McLaren (contact information above).

THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK

BY-LAW #17-15

BEING A BY-LAW to Authorize a Memorandum of Understanding between the Corporation of the Township of Assiginack and New North Fisheries

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 WHEREAS 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 New North Fisheries, for the use of the Campbell Street public road allowance, excluding the shore road allowance, as an access road for an aquaculture pilot project in Manitowaning Bay;

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 New North Fisheries, and the Mayor and CAO 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 20th day of June, 2017.

Mayor – P. Moffatt

Clerk – J. Rody

Seal



MEMORANDUM OF UNDERSTANDING

Between

THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK

and

NEW NORTH FISHERIES

This Memorandum of Understanding (MOU) will govern the terms and understanding between the Township of Assiginack and Jeff Tuerk of New North Fisheries as they seek to use a municipally owned road allowance for a fish aquaculture pilot project.

WHEREAS Jeff Tuerk and Ross Herbert of New North Fisheries, made a delegation to Council at the May 25th Special Meeting of Council regarding a fish aquaculture project;

AND WHEREAS New North Fisheries has identified Manitowaning Bay as an area that possesses the ideal environmental conditions for the aquaculture project;

AND WHEREAS New North Fisheries has requested permission to use the Campbell Street road allowance, owned by the Township, as an access point to install fish cages in Manitowaning Bay and to place a sea container on the road allowance for storage;

AND WHEREAS this pilot program would be the first of its kind and has the potential to be a successful;

NOW THEREFORE BE IT RESOLVED THAT THE PARTIES AGREE TO THE FOLLOWING:

1. **Term**

This MOU shall become effective for a period of one (1) year from the date of signature by the authorized officials of the Township of Assiginack and New North Fisheries. This MOU may be reviewed for extension after the tenth (10th) month has passed should it be mutually agreeable to both parties. The extension of this MOU must be completed as per Section 4 below. This MOU may be terminated, without cause, by either party upon four (4) weeks written notice, which notice shall be delivered by hand or by certified mail to the address listed below.

2. **Road Allowance Use**

New North Fisheries is permitted by the Council of the Township of Assiginack to use the Campbell Street public road allowance as is, where is, as an access point to their fish cages in Manitowaning Bay. Council will not entertain any requests for road improvements or upgrades from New North Fisheries or otherwise in relation to this project.

New North Fisheries must keep the site clean during use and at the conclusion of this agreement, must return the site to its original state as agreed upon by the parties.

3. **Storage**

New North Fisheries is permitted to place one (1) sea container for storage on the road allowance. The sea container size at a maximum will be no longer than forty (40) feet. At the conclusion of this agreement the sea container must be removed from the road allowance.

4. **Amendments**

Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

5. Notice / Contact Information

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) Corporation of the Township of Assiginack
PO Box 238, 156 Arthur Street
Manitowaning, Ontario P0P 1N0
Fax: 705-859-3010 Phone: 705-859-3196 Email: clerktreasurer@eastlink.ca
- (b) New North Fisheries
6271 Hwy 542
Mindemoya, Ontario P0P 1S0
Fax: 705 3680440 Phone: 705 282 7304 Email: JEFF TUERK @ HOTMAIL . COM

6. Applicable Law

The construction, interpretation and enforcement of this MOU shall be governed by the laws of the Province of Ontario. The courts of the Province of Ontario shall have jurisdiction over any action arising out of this MOU and over the parties.

7. Entirety of Agreement

This MOU, consisting of two (2) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

8. Severability

Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

9. Signatures

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

MEMORANDUM OF UNDERSTANDING made this 9 day of JUNE, 2017

THE CORPORATION OF THE
TOWNSHIP OF ASSIGINACK


PAUL MOFFATT, MAYOR


ALTON HOBBS, CAO

NEW NORTH FISHERIES


JEFF TUERK, PRESIDENT