

# REGULAR MEETING OF COUNCIL To Be Held in the Council Chambers Tuesday, October 1st, 2019 at 7:00 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 September 16th, 2019
- **b)** Regular Meetings of the Community Policing Advisory Committee of May 8<sup>th</sup> and September 4<sup>th</sup>, 2019

#### 4. DELEGATIONS

a) Tracy Goldberg: EcoSolutions (teleconference)

#### 5. REPORTS

None

### 6. ACTION REQUIRED ITEMS

a) Accounts for Payment: General: \$126,640.99 Payroll: \$23,240.09

#### 7. INFORMATION ITEMS

- a) VCT: August Solar Report
- b) MEMA Commission: Budget to Actual Report: July 31, 2019
- c) Municipality of Mississippi Mills: Reducing Waste Suggestion

- d) Township of North Glengarry: PARG: Suggested Amendments
- e) Township of Springwater: Joint and Several Liability Consultation

## 8. BY-LAWS

- a. By-law # 19-15 Trimble Inc. GNSS at Arena Agreement
- b. By-law # 19-16 Amend By-law # 18-32 Planning Board Appointment
- c. By-Law # 19-17 Agreement with Northern 911: Dispatching Fire Department

#### 9. IN CAMERA

None

## **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 Monday, September 16, 2019 at 7:00 p.m.

Present:

Mayor Dave Ham

Councillor Hugh Moggy Councillor Dave McDowell Councillor Rob Maguire Councillor Christianna Jones

Staff:

Alton Hobbs, CAO, Deputy Clerk

Deb MacDonald, Treasurer

Ron Cooper, Public Works Superintendent Freda Bond, Tax and Utilities Manager

Jackie White, PEC

Public:

Mathieu Page

Mike, Christy Case

# **OPENING:**

# #226-17-19 C. Jones - R. Maguire

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 7:00 p.m., with Mayor Ham presiding in the Chair.

CARRIED

### **AGENDA:**

## #227-17-19 R. Maguire - C. Jones

THAT the agenda for this meeting be amended by adding:

- a) Trimble Inc: Antennae Installation Request
- b) Hydro One Cable Location Request

CARRIED

# **DISCLOSURE OF PECUNIARY INTEREST:**

None

# **ANNOUNCEMENTS:**

Hugh Moggy invited everyone of the Museum Open House on Sunday, September 22<sup>nd</sup> from 2 until 4 pm.

Staff asked Council to commit to serving a Senior's and Volunteers barbeque on the Sunday of the Pumpkin Festival. Staff also mentioned that the two entrances to Manitowaning needed decorations for the Harvest Glory Days and asked members to consider volunteering.

# **ADOPTION OF MINUTES:**

# #228-17-19 C. Jones – R. Maguire

THAT the Minutes of the Regular Council Meeting of September 3, 2019 be accepted.

**CARRIED** 

# #229-17-19 C. Jones - R. Maguire

THAT the Minutes of the Manitoulin East Municipal Airport Commission Meeting of September 9, 2019 be accepted.

CARRIED

# **DELEGATIONS:**

NONE

# **REPORTS:**

# #230-17-19 R. Maguire - C. Jones

THAT we accept the Treasurer's Report as at August 31, 2019.

CARRIED

# #231-17-19 C. Jones - R, Maguire

THAT we acknowledge receipt of the May 28, 2019 Sunsite Estates Drinking Water System Inspection Report from the Ministry of the Environment, Conservation and Parks.

#### **CARRIED**

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

## #232-17-19 D. McDowell - H. Moggy

THAT we declare 70 Queen Street as surplus to our needs.

CARRIED

# #233-17-19 H. Moggy - D. McDowell

THAT we inform the owner of Plan 31R-2865 that if there is no legal access through Leask Bay shores Lane to the subject property, that Council will grant permission for a driveway from the Birch Street Cul de Sac provided that the owner/purchaser provide survey evidence that the driveway is on the subject property only.

CARRIED

# #234-17-19 R. Maguire – H. Moggy

THAT we ask Staff to review the original Waterfront Development Study, consult with government bodies on its continued feasibility and report back to Council on revising and updating the Terms of Reference and to seek out potential funding and final costs.

CARRIED

# #235-17-19 D. McDowell – H. Moggy

THAT we inform Hydro One that we have no objection to the laying of a hydro cable from the end of the Lower Slash Road, pursuant to the attached drawing and with the final location of the cable and its depth approved ion writing by the Public Works Superintendent.

CARRIED

# #236-17-19 H. Moggy - D. McDowell

THAT we inform Trimble Inc that we have no objection in principle to allowing the placement of a GNSS Antenna at the Manitowaning Arena;

AND THAT Staff be requested to provide the necessary by-law.

CARRIED

# **INFORMATION ITEMS:**

#237-1	7-19 D. McDowell – H. Moggy
THAT	we acknowledge receipt of the following Correspondence Items
a)	Town of Wasaga Beach: Municipal Amalgamation

- b) MMAH: More Homes. More Choices Act
- c) Township of Larder Lake: Electronic Delegations
- d) Public Health Sudbury & Districts: Parity of Esteem
- e) Canadian Malnutrition Task Force: Malnutrition Awareness Week

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BY-LAWS:	
None	
CLOSED SESSION:	

# None

# **CLOSING:**

# #238-17-19 H. Moggy - D. McDowell

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

**CARRIED** 

David Ham, MAYOR	Alton Hobbs, CAO/DEPUTY CLERK
7:50 p.m.	

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

# MINUTES COMMUNITY POLICING ADVISORY COMMITTEE MEETING 08 May 2019 MINDEMOYA COUNCIL CHAMBERS 1900 hrs.

PRESENT:

Staff Sargeant - Terry FORESHAW

Al BOYD - NEMI

Steve SHAFFER, Central Manitoulin

Patricia BAILEY, Gore Bay Wayne BAILEY, Burpee/Mills Bryan BARKER, Billings

John TURNER - Gordon / Barrie Island

Dave MCDOWELL – Assiginack

ABSENT:

A/Inspector Megan CAVANAGH

Representative from Township of Tehkummah

Minutes Taken by:

Patricia BAILEY

## **CALL MEETING TO ORDER**

Al BOYD, chairperson called meeting to order at 1900hrs. He thanked everyone for attending.

#### ADDITIONS TO AGENDA

5.3 - ATVs on Public Roads

5.4 - School Bus Cameras.

Moved by Bryan BARKER and seconded by Wayne BAILEY that the addition to the agenda be accepted.

#### **ADOPTION OF AGENDA**

Moved by Dave MCDOWELL and seconded by John TURNER that the agenda be adopted. CARRIED.

#### **ADOPTION OF MINUTES**

Minutes of the 13 March 2019 meeting have been circulated and members were asked if there were any corrections needed.

Moved by Dave MCDOWELL and seconded by John TURNER that the minutes be adopted.

CARRIED.

#### **BUSINESS ARISING FROM LAST MEETING**

Lloyd Lackey Bridge Sign.

The Bridge sign was damaged over the course of the winter. Al BOYD advised that it has since been replaced.

#### **Rotating Venues**

It has been agreed in the past that Central Manitoulin is a central location. It saves people driving long distances from all locations. Al BOYD opened it up to the new committee for discussion.

Wayne BAILEY - prefers Mindemoya as he doesn't want the long driver

Patricia BAILEY - okay with it being in Mindemoya

Dave MCDOWELL - good with Mindemoya

John TURNER - okay with location, but inquired about the time of the meetings being at 1930 hrs instead of 1900 hrs

Steve SHAFER - okay with Mindemoya, and advised that Mindemoya is okay with the committee using the council chambers, and will continue to be if we choose to stay with Mindemoya

Bryan BARKER - okay with Mindemoya

Al BOYD - okay with Mindemoya

It was agreed that we will stay with 1900hrs for meeting time.

Patricia BAILEY will book council chambers for future meetings.

#### **NEW BUSINESS**

#### ATVs on Public Roads

Staff Sergeant. FORESHAW advised that there has been no direction on what the legislation is going to be so can not advise on what changes are being made. Will be a challenge due to the makes of different ATVs in the past decade. Will be a challenge for those communities that use ATVs for tourism.

#### **School Bus Cameras**

Staff Sergeant Terry FORESHAW advised that he has worked with Ranger family for the past few years working on changes to legislation for busses. The cost will be approximately \$10,000 a camera which will be hard to obtain and maintain for small bus lines. They owner of the vehicle caught on camera can be charged, even if they can not identify the driver. It is for the safety of the children and the staff. It will also help to enable court convictions - as most don't presently. It is currently not a huge issue on the island, but there has been a couple of complaints.

#### **Marine Patrol**

Staff Sergeant Terry FORESHAW advised that Marine Patrol will be more visible this summer than in the past. Starting the May long weekend they were to be out every weekend, and beginning in July they were to be out 4 days a week.

#### Community Well Being

Steve SHAFER suggested that we work as an Island not as individual communities as he feels we would just be duplicating each other.

Staff Sergeant Terry FORESHAW advised to reach out to the ministry for clarification as there are a lot of shared services on the island.

Dave MCDOWELL advised there may be funding if we work as a group and not individually.

#### Haweater

OPP are still in the planning stages for the event.

#### **New Detachment**

The new detachment in Little Current is estimated to be completed July of 2020.

#### Farmers of Ontario

It has been advised that if there is an accident on Highway 17 involving Livestock, there is a new response unit that will provide penning, fencing, trucks etc.

#### **ROUND TABLE**

Steve SHAFER representing Central Manitoulin asked about the ongoing issue of the parking at the intersection in Mindemoya. Staff Sergeant Terry FORESHAW advised that the Opp will be able to issue parking tickets at the intersection; hoevers, has to be issued to the operator not be affixed to the windshield.

Bryan BARKER representing Billings asked about the parking at Bridal Veil Falls. Staff Sergeant Terry FORESHAW advised that Billings will need to have the legislation changed for the police to enforce the No Parking signs that currently are in Kagawong. For the meantime, they can only continue what is being done.

Bryan BARKER representing Billings asked about Trespassing and if there is a provision to allow municipalities to issue a letter to act as an agent. Staff Sergeant Terry FORESHAW advised that trespassing can be defined as follows "enter when entry is prohibited or fail to leave when requested." He advised municipalities can serve a registered letter to the individual and the OPP.

John TURNER representing Gordon/Barrie Island advised they had an issue with a Dog at Large. Their By-Law officer contacted the OPP and was advised that it was not an issue with the OPP at the time. Their By-Law officer was able to come up with a resolution.

Al BOYD representing NEMI advised that they had an issue with a missing young girl. The family initiated the search and the OPP brought in Search Master who explained it well and answered all of the questions.

Dave MCDOWELL representing Assiginack, Wayne BAILEY representing Burpee/Mills and Patricia BAILEY representing Gore Bay had no issues to report.

Staff Sergeant Terry FORESHAW advised that staff levels are in a good place and haven't had this many people in a long time. Can call additional officers x Espanola if needed. There are 5 new recruits currently coming to the Island and Espanola.

Al BOYD to follow up with Tehkummah for a representative.

#### DATE and TIME OF NEXT MEETING

It was suggested to skip the next meeting July 10, 2019 and resume September 11, 2019 at 1900hrs at Central Manitoulin Council Chambers.

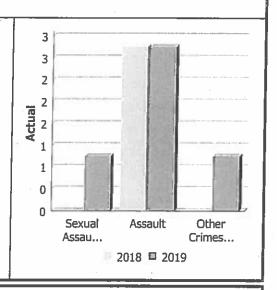
Moved by Bryan BARKER and seconded by Wayne BAILEY. Carried.

Moved by Steve SHAFER that the meeting be adjourned at 2000hrs.

## Police Services Board Report for Assiginack Township

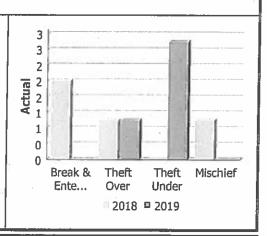
Records Management System
June to August - 2019

Violent Crime							
Actual	Ju	ne to A	August	Year	Year to Date - August		
	2018	2019	% Change	2018	2019	% Change	
Murder	0	0		0	0		
Other Offences Causing Death	0	0		0	0		
Attempted Murder	0	0		0	0		
Sexual Assault	0	1	_	3	1	-66.7%	
Assault	3	3	0.0%	4	6	50.0%	
Abduction	0	0	-	0	0		
Robbery	0	. 0		1	0	-100.0%	
Other Crimes Against a Person	0	1		1	3	200.0%	
Total	3	5	66.7%	9	10	11.1%	



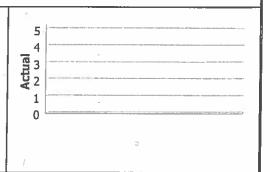
# **Property Crime**

Actual	Ju	ne to /	August	Year to Date - Augus		
70	2018	2019	% Change	2018	2019	% Change
Arson	0	0		0	0	
Break & Enter	2	0	-100.0%	4	1	-75.0%
Theft Over	1	1	0.0%	1	2	100.0%
Theft Under	0	3		2	7	250.0%
Have Stolen Goods	0	0		0	0	
Fraud	0	. 0	i	1	2	100.0%
Mischief	1	0	-100.0%	11	2	-81.8%
Total	4	4	0.0%	19	14	-26.3%



#### **Drug Crime**

2149 0111110						
Actual	June to August			Year to Date - August		
	2018	2019	% Change	2018	2019	% Change
Possession	0	0	1	0	0	
Trafficking	0	0	-	0	0	
Importation and Production	0	0		0	0	
Total	0	0		0	0	



Detachment: 4H - MANITOULIN (Manitowaning)

Location code(s): 4H00 - MANITOULIN (Manitowaning)

Area code(s): 4040 - Assiginack

Data source date:

2019/08/24

Report Generated by:

Ferguson, Carol A.

Report Generated on: Aug 30, 2019 9:43:27 AM PP-CSC-Operational Planning-4300

# Police Services Board Report for Assiginack Township

Records Management System
June to August - 2019

Clearance Rate	June to August			Year to Date - August			100%			
	2018	2019	Difference	2018	2019	Difference	80%			
Violent Crime	100.0%	60.0%	-40.0%	77.8%	60.0%	-17.8%	60% 40%			
Property Crime	25.0%	25.0%	0.0%	10.5%	28.6%	18.0%	20%			
Drug Crime		2			@	••	0%	Violent	Property	Total
Total (Violent, Property & Drug)	57.1%	44.4%	-12.7%	32.1%	44.0%	11.9%		Crim	Cri 2018 • 2019	(Viole

 Data contained within this report is dynamic in nature and numbers will change over time as the Ontario Provincial Police continue to investigate and solve crime.

#### **Data Utilized**

- Major Crimes
- Niche RMS All Offence Level Business Intelligence Cube

**Detachment:** 4H - MANITOULIN (Manitowaning) **Location code(s):** 4H00 - MANITOULIN (Manitowaning)

Area code(s): 4040 - Assiginack

Data source date:

2019/08/24

Report Generated by: Ferguson, Carol A.

Report Generated on: Aug 30, 2019 9:43:27 AM PP--CSC-Operational Planning-4300

# MINUTES COMMUNITY POLICING ADVISORY COMMITTEE MEETING 04 September 2019 MINDEMO YA COUNCIL CHAMBERS 7:00 P.M.

PRESENT:

A/Inspector Megan CAVANAGH

AI BOYD - NEMI

John TURNER – Gordon / Barrie Island

Dave MCDOWELL – Assiginack Steve SHAFFER – Central Manitoulin

Wayne BAILEY, Burpee/Mills Rick GORDON - Tehkummah

ABSENT:

Patricia BAILEY, Gore Bay

Bryan BARKER, Billings

Minutes Taken by

Allan Boyd

#### **CALL MEETING TO ORDER**

Al BOYD, chairperson called meeting to order at 7:03 p.m. He thanked everyone for attending. In the absence of Councilor Patricia Bailey, Al Boyd advised he would take the minutes.

#### ADOPTION OF AGENDA

Al BOYD stated an addition to the agenda item 5.2 Cannabis Funding and Dave MCDOWELL added 5.3 Bicycles and Paved Shoulder of Hwy 6 was added.

Moved by Steve SHAFFER and seconded by John TURNER that the agenda be adopted. CARRIED.

#### **ADOPTION OF MINUTES**

Minutes of the 08 May 2019 meeting have been circulated and members were asked if there were any corrections needed.

Steve SHAFFER wished some clarification on what S/Sgt. FORESHEW explained about OPP issuing E-Tickets in designated NO PARKING established zone rather than NO STOPPING zones.

Moved by Dave MCDOWELL and seconded by Wayne BAILEY that the agenda be adopted.

CARRIED.

#### **BUSINESS ARISING FROM LAST MEETING**

#### Marine Unit

**Insp CAVANAGH** advised that this summer the Marine patrols went extremely well with lots more hours than in previous years. With that brought more contacts. At the time of this meeting she did not have the statistics with the number of hours, charges etc. however would bring that with her to the next meeting.

Dave MCDOWELL inquired about a marine call in his area that was a bit confusing with location as call went to the London Communications Centre and had to be relayed back to North Bay and took officers a long time to respond. After discussion it was learned the call came in by calling either \*OPP or 911 from a plane. Al BOYD explained that depending on where the cell signal was received which cell tower if it was maybe in the Tobermory area it would route to the London PCC. Insp CAVANAGH advised she would look up the incident and get back to Dave MCDOWELL.

#### Community Well Being Program

Al BOYD asked members of the committee if anyone had any further follow-up about their municipality with the Community Well Being Program. We had talked about working as a group however since the last meeting it was learned that DSAB was taking a lead role and working with each municipality on it. Insp CAVANAGH asked if we had received the information on the training session that was taking place in Sudbury and all members were aware.

## Follow-Up with Tehkummah Township Representative

Al BOYD advised that he had called Tehkummah Township and was advised that the rep for the CPAC committee would be Councilor Rick GORDON. Al BOYD welcomed Rick on behalf of the committee and looked forward to his input and participation.

#### **NEW BUSINESS**

#### **Detachment Commanders Comments**

Insp. CAVANAGH asked if anyone had any questions in relation to their Police Services Board Report that was handed out earlier. She advised overall the summer was very good. The staffing level has been the highest in the past 5 years with retirements. New officers have arrived at the area and they are presently in a competition for a Sergeants position among the constables. Members of the committee did mention that the visibility of officers has improved.

Insp CAVANAGH also mentioned that there was a focused enforcement program on vehicles running the red lights at the swing bridge in Little Current. She advised that he program worked extremely well with officers stationed at each end of the bridge and observed vehicles running the red lights. They were stopped and charged at the other end. Many Disobey a Red-Light Charges were laid under the Highway Traffic Act.

This led to discussion about the merging lanes at the bridge and if any enforcement was done on those. It was explained that once a lane is clear then the next lane would be activated and turn green. Problem is everyone uses lane 1 which causes issues if people go into lane 2 and 3. Insp CAVANAGH advised no they have not enforced that as they did not receive complaints however suggested maybe MTO should do some educating to the public on the use of the lanes.

about sweeping the highway prior to their big Manitoulin Bike Ride that the municipality hosts each year.

Insp CAVANAGH was asked if bike patrols are still used and she advised that not the bikes were not used this year. She advised officers are required to be specially trained in the use of bikes for enforcement. All Boyd advised that in his experience in the past we had officers trained and two officers Constable MELLAN and HART who are both retired now use to work summer events on bicycles like Haweater etc. They were a very useful enforcement toll as for the stealth capability and the detection of drug and alcohol infractions. Also funding for the bikes can be obtained from Community organizations like Lion's and Kiwanis Clubs as a former CSO he campaigned with these groups to purchase the last two bikes for Manitoulin which still should be in good working order. Insp. CAVANAGH was glad to learn of this and advised she would investigate this and see about a bicycle patrol for next summer.

#### ROUND TABLE

Steve SHAFFER – Central Manitoulin the concern of vehicles parking near the intersection of Hey 542 and Hwy 551 in Mindemoya has been an ongoing concern in their municipality. He advised that he saw no enforcement with this issue, and it is a big safety concern. Since it is a no parking area perhaps these e-tickets could be issued. Insp CAVANAGH advised she would investigate it.

Also, his municipality has asked the MTO to see about reducing the speed limit coming into Mindemoya from the hospital from 70km/h to a lower speed level to the intersection. He asked if anything OPP could do as the MTO is still doing an evaluation to see if the limit needs to be reduced. Insp CAVANAGH asked to send her an e-mail with the issue and will look at following up on this.

#### Patricia BAILEY- Gore Bay - not in attendance

John TURNER – Gordon/Barrie Island asked about the issue of speeding and cell phones being used. Since his municipality have improved the roads, he is seeing an increase in speed. He wondered on what can be done. Insp CANANAGH advised that these issues are everywhere, and the officers are patrolling and doing the best they can. However, if there is a specific area in location and times you are seeing this happen please call us and le us know so we can take enforcement action.

John TURNER did mention and realized Bryan BARKER was not here from Billings however we wanted to mention he noticed a big improvement at Bridal Veil Falls this year with officers doing enforcement. Insp CAVANAGH thanked him for that and would pass it on to her officers.

John TURNER brought up the issue of not having the OPP Steno Carol FERGUSON not come to the meetings anymore and take minutes. He advised it takes lots of time to do minutes and concentration from one of our members doing that task from engaging in the meeting. For instance, here is Al chairing the meeting and taking minutes at the same time.

Insp CAVANAGH replied that with OPP cutback it cost a 4 hour call back for their steno to attend. This was the first time in her experience that this happened. All Boyd advised that Manitoulin OPP for the last 17 years supplied the steno for the meetings. Since this is the direction of the OPP now perhaps we can address the issue at the next meeting and see about what

can be done. Patricia BAILEY offered to do this however with her working schedule it was hard for her to find the time for the last minutes. Suggestion was made to maybe get a municipal employee to attend and take minutes however would this be fair for one municipality to take on. Perhaps rotating members of the committee. Al BOYD advised he would have it on the next agenda.

Dave MCDOW ELL — Assignack Mentioned what can be done with cows on the highway. As a farmer he has received calls from the OPP in the middle of the night to learn that these are not his cattle. Does the OPP want call backs to report of the process of the cattle. Also, he asked what the liability issues is if I stop to assist cattle on the highway. Insp CAVANAGH replied that stopping and assistance is very much appreciated however it is a personal decision to stop and help and safety is always a concern. If a call back can be made to the Communications Centre, then that may leave an officer free to attend another call waiting.

## Bryan BARKER - Billings - not in attendance

Wayne BAILEY – Burpee/Mills Wayne mentioned that the causeway at Wolsey has been under construction and a single lane with solar stop lights. He has noticed that some young drivers were getting impatient with having to wait for the light and when it turned green the increase in speed especially into the community of Evansville was a real safety concern. Also, many people stop and park their vehicles to go fishing in that area contributed to this safety concern. He advised now that the summer is over and when construction is completed it won't be an issue anymore. Insp CAVANAGH in reply advised that again if anyone has specific traffic issues or concerns to please call the OPP and let us know. This way we can set up a plan to deal with issues.

**Rick GORDON - Tehkummah** Rick wanted to thank everyone for their welcome to the committee and looked forward to attending the meetings. His municipality also has issues with parking in the South Bay Mouth area near the ferry docks. He is not sure about erecting all kinds of no parking signs as the issue is short lived during ferry operating times. Just wanted to make committee aware.

Allan BOYD - NEMI — Allan advised it was a good summer with no major issues other than we also have parking issues on the main streets downtown. Our municipality hired a security firm to issue parking tickets and will see how that goes. Also, he had a few constituents complain about speed in Wilson Street in Little Current. Wilson street is a main connecting link between Hwy 540 and Hwy 6. This summer many transport trucks were using this road and speeding. Again, Insp CAVANAGH advised to call the OPP. It was explained that this is my response to the complainants however the general public do not want to call police as they realize they are busy and don't want to bother them if not required. Having a councilor is sometimes easier to complain too as we are seen in the community but also realize the complaints sometime come in late.

#### **MEETING AJOURNED**

Meeting was adjourned at 8:25 pm

Moved by John TURNER and Wayne BAILEY Carried

#### DATE and TIME OF NEXT MEETING

Wednesday November 13, 2019 – 7 p.m., Mindemoya Council Chambers

17/09/2019 System: User Date: 17/09/2019

From:

First

InvNo: 09889928

InvNo: 09889917

InvDesc: fd-tel

InvDesc: fd interconnect

Ranges:

Vendor ID

9:42:29 AM

To:

Last

# The Township of Assiginack

Chequebook ID First

CHEOUE DISTRIBUTION REPORT Payables Management

From:

To: Last

InvAmt:

InvAmt:

\$103.76

\$78.90

User ID: deb

Page:

Cheque Number 0029195 0029234 Vendor Name First Last Cheque Date Last First Sorted By: Cheque Number Distribution Types Included: All Amount Vendor: AGAT LABORATORIES \$3,250.45 ChqNo: 0029195 Date: 16/09/2019 InvAmt: \$3,250.45 InvNo: 19618264E InvDesc: landfill eca water sampling Date: Vendor: ALLAN ELLIOTT Amount \$60.00 ChqNo: 0029196 16/09/2019 InvAmt: \$60.00 InvDesc: fd-reimb.driver's medical InvNo: SEPT 5 2019 Vendor: ALLEN'S AUTOMOTIVE GROUP Amount \$70.60 ChqNo: 0029197 Date: 16/09/2019 InvAmt: \$70.60 InvNo: 744733 InvDesc: depot-gloves/safety glasses Date: ChqNo: 0029198 16/09/2019 Vendor: ASSIGINACK MUSEUM BOARD Amount \$10,000.00 InvAmt: \$10,000.00 InvNo: 2019 2ND/3RD QTR InvDesc: 2019 2nd/3rd gtr museum Vendor: ASSIGINACK PUBLIC LIBRARY Amount \$20,842.50 ChqNo: 0029199 Date: 16/09/2019 InvDesc: InvAmt: \$20,842.50 InvNo: 2019 2ND/3RD LEVY 2019 2nd/3rd qtr library levy Date: 16/09/2019 Vendor: BELL CANADA Amount \$25.93 ChqNo: 0029200 InvAmt: \$25.93 InvNo: 2019 09 01 InvDesc: toll free line \$1,126.68 Date: Amount Vendor: CARRIER CENTERS ChqNo: 0029201 16/09/2019 InvAmt: \$563.34 InvNo: 05S503214 InvDesc: fd-2011 pumper pump test. InvAmt: \$563.34 InvNo: 058503213 InvDesc: fd='93 int'l pump test. Vendor: CHRISTIANNA JONES Amount \$109.20 ChqNo: 0029202 Date: 16/09/2019 InvAmt: \$109.20 InvNo: SEPT 12 2019 InvDesc: mileage-poa/glia meetings Amount ChqNo: Date: 16/09/2019 Vendor: COMPUTREK \$1,465.50 0029203 InvNo: 19951 InvDesc: InvAmt: \$726.03 sept it remote server mgmt InvAmt: \$89.72 InvNo: 20062 InvDesc: offsite backup data storage InvAmt: \$649.75 InvNo: 20027 InvDesc: preparatiion of new server Amount Vendor: EASTLINK \$1,983.42 ChqNo: 0029204 Date: 16/09/2019 InvAmt: \$79.41 InvNo: 09889946 InvDesc: marina Invant: \$173,77 InvNo: 09889938 InvDesc: ss wtp InvAmt: \$594.57 InvDesc: mun.office InvNo: 09889728 InvAmt: \$223.57 InvDesc: pw InvNo: 09889949 InvAmt: \$152.47 InvDesc: arena InvNo: 09889929 InvAmt: InvNo: 09889937 InvDesc: mtg wtp \$244.13 InvAmt: InvDesc: norisle \$69.91 InvNo: 09889935 InvAmt: \$94.87 InvNo: 09889919 InvDesc: info booth

System: 17/09/2019 User Date: 17/09/2019 9:42:29 AM

# The Township of Assiginack

CHEQUE DISTRIBUTION REPORT Payables Management

Page: User ID:

InvNo: 09889907

InvNo: 0165985

InvAmt:

\$168.06 InvDesc: man streams Amount Vendor: G. STEPHEN WATT, BARRISTER \$4,382.14 Date: 16/09/2019 ChqNo: 0029205 InvAmt: \$3,003.01 InvNo: 3485 InvDesc: general legal InvAmt: \$498.33 InvNo: 3515 InvDesc: general legal Date: Vendor: GERRY STRONG Amount \$307.70 ChqNo: 0029206 16/09/2019 InvAmt: \$307.70 InvDesc: bldg insp/planning mileage InvNo: SEPT 16 2019 Amount Vendor: HILLY GROVE CEMETERY BOARD \$4,000.00 ChqNo: 0029207 Date: InvAmt: \$4,000.00 InvNo: 2019 LEVY InvDesc: 2019 cemetery levy Amount Vendor: HYDRO ONE NETWORKS INC. \$11,923.44 Date: 16/09/2019 ChqNo: 0029208 InvAmt: \$6.10 InvNo: AUG 27 2019 InvDesc: pw-microfit InvAmt: \$2,924.94 InvNo: AUG 27 2019 LAGOON InvDesc: lagoon InvAmt: \$4,799.28 InvNo: AUG 26 2019 MTG WTP InvDesc: mtg wtp InvAmt: \$689.03 InvNo: AUG 21 2019 SS WTP InvDesc: as who InvAmt: \$56.24 InvNo: AUG 21 2019 TENNIS InvDesc: tennis courts InvAmt: \$164.66 InvDesc: marina showerhouse InvNo: AUG 21 2019 SHWRS InvAmt: \$728.00 InvNo: AUG 21 2019 ARENA InvDesc: arona InvAmt: \$476.70 InvNo: AUG 21 2019 ADMIN InvDesc: mun.office InvAmt: \$644.81 InvNo: AUG 21 2019 PO/BNK InvDesc: po/bnk InvAmt: 5112.79 InvNo: AUG 21 2019 DOCKS InvDesc: marina-docks InvAmt: \$667.60 InvNo: AUG 21 2019 LITES InvDesc: street lites InvAmt: InvNo: AUG 21 2019 INFO BTH InvDesc: info booth \$41.52 InvAmt: \$36.90 InvNo: SEPT 3 2019 NORISLE InvDesc: norisle heritage park InvAmt: \$215.22 InvNo: SEPT 3 2019 PW InvDesc: Dw InvAmt: \$99.49 InvNo: SEPT 3 2019 DEPOT InvDesc: rec.depot (estimate) InvAmt: \$260.16 InvNo: SEPT9 2019 OFFICE InvDesc: mun.office Amount ChqNo: 0029209 \$300.04 Date: Vendor: JACKIE WHITE 16/09/2019 InvAmt: \$12.00 InvNo: E23604 InvDesc: pec-reimb.training expense InvAmt: \$288.04 InvNo: 702-0968814-2478654 InvDesc: pec-threads club supplies ChqNo: 0029210 Date: 16/09/2019 Vendor: KNOX UNITED CHURCH Amount \$240.00 InvNo: AUG 2019 InvDesc: pec-theatre camp hall rental InvAmt: \$240.00 ChqNo: 0029211 Date: Vendor: MANITOWANING MILL & HOME BUILDING CENTRE Amount \$387.48 16/09/2019 InvAmt: InvNo: 0166387 \$4.50 InvDesc: clinic-key cutting

InvDesc: office/lib maint-vac.bags

InvAmt:

\$59.29

17/09/2019 System: User Date: 17/09/2019 9:42:29 AM

# The Township of Assiginack

Vendor: MANITOWANING PHARMACY

Vendor: MANITOWANING FRESHMART

Vendor: MINISTER OF FINANCE

Vendor: MINISTER OF FINANCE

Vendor: MINISTER OF FINANCE

CHEOUE DISTRIBUTION REPORT Payables Management

InvDesc: high falls-new lock InvAmt:

\$45.19

3

InvNo: 0163999

InvNo: 0165455

InvDesc: arena-cleaning supplies InvAmt: \$223.68

Page:

User ID:

InvNo: 0164876

InvDesc: clinic-register covers InvAmt: \$24.84

InvNo: 0165691

InvDesc: fd-shop vac filters InvAmt: \$11.70

InvNo: 0165612

InvDesc: fd-shop vac filters InvAmt: \$18.28

Amount

Amount

ChqNo: 0029212

Date:

16/09/2019 Vendor: MANITOULIN EXPOSITOR

InvAmt:

\$30.00 \$30.00

ChqNo: 0029213

InvNo: 103552 CORRECTION

InvDesc: advertising

16/09/2019

16/09/2019

16/09/2019

Amount \$282.50

InvNo: .4078

Date:

Vendor: MANITOULIN TOURISM ASSOCIATION 16/09/2019 InvDesc: membership fees

InvAmt:

\$282.50

ChqNo: 0029214 InvNo: 28824730

Date:

Vendor: MANITOULIN TRANSPORT arena-freight

InvAmt:

562.72

\$62.72

\$22,754.00

\$370.00

\$50.00

\$4,714.23

\$239.17

\$25,090.31

\$1,122.00

\$965.00

\$671.30

ChqNo: 0029215

ChqNo: 0029216

Amount \$11.06

InvNo: 241922

InvDesc: office-batteries

InvAmt:

\$11.06

InvNo: 00510884

InvDesc: pw-water

Date:

InvAmt:

Amount \$78.14 \$39.92

InvNo: 00516012

InvDesc: office-tea

InvAmt:

\$16.26

InvNo: 00178946

InvDesc: admin-water refill

InvAmt:

\$3.99

\$17.97

Amount

Amount

InvNo: 00176714

InvDesc: pw-water

InvAmt:

ChqNo: 0029217

InvNo: 110509191056019

16/09/2019 InvDesc: july policing costs

InvAmt:

\$22 754 00

ChqNo: 0029218

InvNo: 106966

16/09/2019 InvDesc: sign permits renewals

InvAmt:

\$150.00

InvNo: 106738

InvDesc: sign renwals

16/09/2019

InvAmt:

\$220.00

ChqNo: 0029219

Amount

InvNo: OCT 17 2019

InvDesc:

2019 treas.forum reg.(deb)

InvAmt:

\$50.00

ChqNo: 0029220

Date:

16/09/2019

InvNo: 512706

InvDesc:

Vendor: NEW NORTH FUELS INC marina-gasoline

Vendor: ONTARIO CLEAN WATER AGENCY

Amount

InvNo: 513673

InvDesc: pw-diesel

InvAmt: InvAmt:

\$1,258.85

\$3,455.38

ChqNo: 0029221

InvNo: 21216-09012019

16/09/2019 InvDesc:

Vendor: NORTHERN 911

Vendor: PAUL METHNER

Amount

ChqNo: 0029222

ChqNo: 0029225

16/09/2019

16/09/2019

16/09/2019

16/09/2019

fd-911 dispatch

InvAmt:

InvNo: INV000115440

InvDesc: july ss/mtg wtp/lift stn

InvAmt:

Amount \$25,090.31

\$239.17

ChqNo: 0029223

InvNo: #2019-08-31

InvDesc: august animal control

InvAmt:

Amount 51 122 00

ChqNo: 0029224

InvNo: 2019 PUMPKIN FEST

Vendor: PETTY CASH

Vendor: PUROLATOR COURIER

Amount

Amount

InvAmt: \$965.00

InvDesc: pumpkin festival prizes

System: 17/09/2019 User Date: 17/09/2019

9:42:29 AM

Date:

# The Township of Assiginack

CHEQUE DISTRIBUTION REPORT Payables Management

Vendor: SUDBURY & DISTRICT HEALTH UNIT

InvAmt:

User ID: deb

\$671.30

Page:

\$2,810.00

ChqNo: 0029226

InvDesc: depot-freight water test.samp

Amount

InvNo: RC020034541

InvDesc: sept sdhu levy

16/09/2019

InvAmt:

\$2,810.00

ChqNo: 0029227

InvNo: 442315149

Date: 16/09/2019

Vendor: SUPERIOR PROPANE INC.

\$2,390.99

\$565.00

\$423.75

\$258.31

\$408.14

\$162.00

\$362.54

InvNo: 26305458

InvDesc:

arena-propane

InvAmt:

\$1,377.00

InvNo: 26305459

InvAmt:

\$1,282.23

Amount

ChqNo: 0029228

Date:

16/09/2019 Vendor: DATAFIX InvDesc: 2019 voterview

InvDesc: arena-propane

InvAmt:

Amount \$565.00

InvNo: 8214

16/09/2019

Amount

InvNo: 1225

ChqNo: 0029229 Date:

InvDesc: website maint.plan

InvAmt:

\$423.75

ChqNo: 0029230

Date:

Vendor: ONTARIO SEED CO. LIMITED 16/09/2019

Vendor: SIMALAM

Amount \$2,344.75

InvNo: 56283

InvDesc: ball field seeding/fertilizer

InvAmt:

\$2,344.75

ChqNo: 0029231

InvNo: 4-039-02

16/09/2019

Vendor: GILLES THIBAULT InvDesc: reimb tax overpyt

16/09/2019 Vendor: WHITE'S SHELL

InvAmt:

\$258.31

ChqNo: 0029232

Date:

Date:

Date:

Date:

InvNo: 214358

16/09/2019

InvDesc: library-t.tissue/p.twls/soap

Vendor: WAT SUPPLIES

InvAmt:

\$268.62

InvNo: 214359

InvDesc: mun.office-p.twls

InvDesc: august copier usage

InvAmt:

\$139.52

Amount

Amount

ChqNo: 0029233

InvNo: 1528

InvNo: F54717621

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

InvDasc: pw-gas

16/09/2019

InvAmt:

Amount \$30.00

InvNo: 1517

ChqNo: 0029234

InvDesc: pw=gas

InvAmt:

InvAmt:

\$132.00

Amount

\$362.54

Report Total:

Vendor: XEROX CANADA LTD.

\$126,640.99

Payment #	Amount	Date	Batch #	Employee ID	Employee Name	Status	Payment Method
0029186		16/09/2019	09/16COMB	118	COOPER, RONALD	OUTSTANDING	Cheque
0029187		16/09/2019	09/16COMB	122	HOBBS, ALTON	OUTSTANDING	Cheque
0029188		16/09/2019	09/16COMB	126	MacDONALD, DEBORAH	OUTSTANDING	Cheque
0029189		16/09/2019	09/16COMB	133	BOND, FREDA	OUTSTANDING	Cheque
0029190		16/09/2019	09/16COMB	158	QUACKENBUSH, ASHLEY T	OUTSTANDING	Cheque
0029191		16/09/2019	09/16COMB	173	QUACKENBUSH, CHRYSTAL	OUTSTANDING	Cheque
0029192		16/09/2019	09/16COMB	219	JONES, CHRISTIANNA	OUTSTANDING	Cheque
0029193		16/09/2019	09/16COMB	369	PHILLIPS, CONNOR	OUTSTANDING	Cheque
0029194		16/09/2019	09/16COMB	371	BELL, NATALIA	OUTSTANDING	Cheque
1864		16/09/2019	09/16COMB	106	WOOD, STEVEN	OUTSTANDING	Direct Deposit
1865		16/09/2019	09/16COMB	134	VIRTANEN, ANNETTE	OUTSTANDING	Direct Deposit
1866		16/09/2019	09/16COMB	140	REID, WALTER	OUTSTANDING	Direct Deposit
1867		16/09/2019	09/16COMB	163	MACDONALD, ROBERT	OUTSTANDING	Direct Deposit
1868		16/09/2019	09/16COMB	168	STRONG, GERRY	OUTSTANDING	Direct Deposit
1869		16/09/2019	09/16COMB	169	MAGUIRE, KELSEY	OUTSTANDING	Direct Deposit
1870		16/09/2019	09/16COMB	211	MOGGY, HUGH	OUTSTANDING	Direct Deposit
1871		16/09/2019	09/16COMB	218	MCDOWELL, DAVID	OUTSTANDING	Direct Deposit
1872		16/09/2019	09/16COMB	220	HAM, DAVID	OUTSTANDING	Direct Deposit
1873		16/09/2019	09/16COMB	221	MAGUIRE, ROBERT	OUTSTANDING	Direct Deposit
1874		16/09/2019	09/16COMB	301	ROBINSON, DEBBIE	OUTSTANDING	Direct Deposit
1875		16/09/2019	09/16COMB	314	WOOD, JOAN	OUTSTANDING	Direct Deposit
1876		16/09/2019	09/16COMB	323	WHITE, JACQUELINE	OUTSTANDING	Direct Deposit
1877		16/09/2019	09/16COMB	329	OBRIEN, CHERYL	OUTSTANDING	Direct Deposit
1878		16/09/2019	09/16COMB	362	SAGLE, EDDY	OUTSTANDING	Direct Deposit
1879		16/09/2019	09/16COMB	364	BOND, KYLE	OUTSTANDING	Direct Deposit
1880		16/09/2019	09/16COMB	365	BOWERMAN, COLE	OUTSTANDING	Direct Deposit
1881		16/09/2019	09/16COMB	370	LENTIR, CRYSTAL	OUTSTANDING	Direct Deposit

Total: \$23,240.09

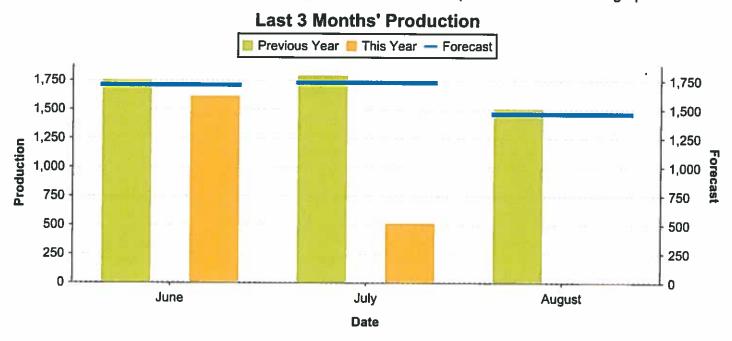




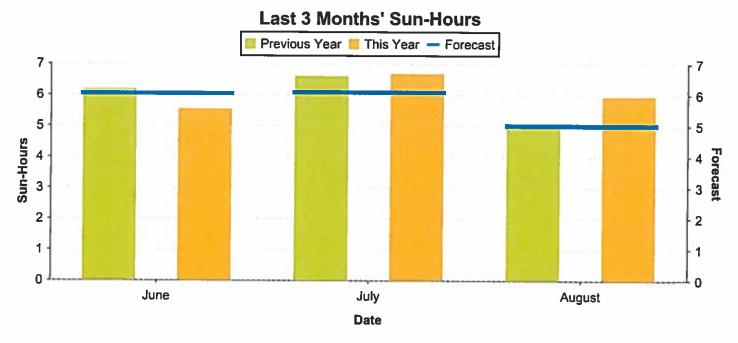
# REPORT: ENERGY PRODUCTION - August 2019

SITE: 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.



One factor producing variations between kilowatt-hours produced and kilowatt-hours forecast is the difference between actual and forecast sun-hours for a given month. When making forecasts we rely on NASA's irradiance data. If a month is not as sunny as expected, we will see a corresponding difference in production.





# REPORT: ENERGY PRODUCTION - August 2019

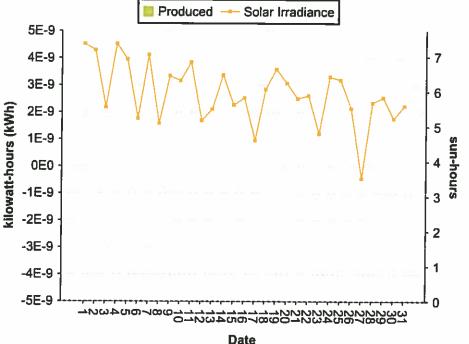
SITE: Manitowaning Public Works Garage

All aboard the school bus! Your solar array produced enough electricity to drive an electric school bus 1 kilometres!

Energy Performance - Last 3 Months

Month	Actual Production (kWh)	Forecast Production (kWh)	Actual Sun- Hours	Forecast Sun-Hours
June 2019	1,613	1,708	5.5	6.0
July 2019	514	1,729	6.7	6.1
August 2019	0	1,460	6.0	5.0
3 Month Summary	2,127	4,896	6.1	5.7





#### **Notes**

- 1. kWh is kilowatt-hours
- 2. a sun-hour =  $1,000 \text{ kWh/m}^2/\text{day}$
- 3. Sun-Hours represents daily average sun-hours of solar irradiance for a given month.
- 4. Production forecasts assume 0.4% system degradation per year.

Date	Production (kWh)	sun-
	The second second	hours
August 01	0.0	7.4
August 02	0.0	7.2
August 03	0.0	5.6
August 04	0.0	7.4
August 05	0.0	6.9
August 06	0.0	5.2
August 07	0.0	7.1
August 08	0.0	5.1
August 09	0.0	6.5
August 10	0.0	6.3
August 11	0.0	6.8
August 12	0.0	5.2
August 13	0.0	5.5
August 14	0.0	6.5
August 15	0.0	5.6
August 16	0.0	5.8
August 17	0.0	4.6
August 18	0.0	6.1
August 19	0.0	6.6
August 20	0.0	6.2
August 21	0.0	5.8
August 22	0.0	5.9
August 23	0.0	4.8
August 24	0.0	6.4
August 25	0.0	6.3
August 26	0.0	5.5
August 27	0.0	3.5
August 28	0.0	5.7
August 29	0.0	5.8
August 30	0.0	5.2
August 31	0.0	5.6





# For the Seven Months Ending 31-Jul-19 Manitoulin East Municipal Airport

2019
APPROVED Actuals
BUDGET
BUDGET
Suly
ACTUALS
APPROVED Actuals
BUDGET
YTD

		Jul	<u> </u>	- 111	<u> </u>
DEL (ENLICO					
REVENUES					
Manitoulin	East Municipal Air	port Operati	ons		
General Operational Revenue					
MEMA Municipal Funding Town of NEMI	96-90-610-475-4271	\$0.00	\$0.00	\$60,799,00	\$60,799.00
MEMA Municipal Funding Twp of Assiginack	96-90-610-475-4272	0.00	0.00	30,399.00	30,399.00
MEMA Cambrian College Job Connect Funding	96-90-610-475-4273	0.00	0.00	0.00	0.00
MEMA HRDC Canada Student Funding	96-90-610-475-4276	0.00	0.00	0.00	0.00
MEMA Grants - FEDNOR	96-90-610-475-4278	0.00	0.00	0.00	0.00
MEMA Grants - NOHFC	96-90-610-475-4279	0.00	0.00	0.00	0.00
MEMA Interest charged	96-90-610-475-4280	0.00	0.00	0.00	0.00
MEMA Donations & Advertising	96-90-610-475-4287	0.00	0.00	200.00	0.00
MEMA U.S. Exchange	96-90-610-475-4303	0.00	0.00	0.00	52.50
MEMA Miscellaneous Revenue	96-90-610-475-4304	0.00	0.00	500.00	0.00
MEMA Proceeds of Sale of Assets	96-90-610-475-4311	0.00	0.00	0.00	0.00
MEMA Interest	96-90-610-475-4315	0.00	1,013.79	1,000.00	2,475,57
MEMA Aircraft Tie-Downs	96-90-610-475-4345		145.00	600.00	877.50
MEMA Landing Fees		0.00			
	96-90-610-475-4346	0.00	800.00	1,500.00	2,070.00
MEMA MNR Weather Station Fees	96-90-610-475-4347	0.00	0.00	0.00	0.00
MEMA Transer from Airport Reserves for Capital	96-90-610-024-4508	0.00	0.00	0.00	0.00
Total General Revenue		0.00	1,958.79	94,998.00	96,673.57
Fly-In					
MEMA Fly-In Revenue Other Funding	96-90-610-481-4283	0.00	0.00	0.00	0.00
-	30-30-010-401-4203	0.00			0.00
Total Fly-In		0.00	0.00	0.00	0.00
Courtesy Vehicle					
MEMA Courtesy Vehicle Rental	96-90-610-482-4336	0.00	85.00	500.00	265.00
Total Courtesy Vehicle		0.00	85.00	500.00	265.00
Hangar Project					
nangai Project					
MEMA HRDC Hangar Project Funding	96-90-610-490-4276	0.00	0.00	0.00	0.00
MEMA Hanger Rental Revenue	96-90-610-490-4336	0.00	12,179.01	24,000.00	31,136,37
Total Hangar Project	•	0.00	12,179.01	24,000.00	31,136.37
Watermain Project					
MEMA Watermain Cap Project - FEDNOR Fed Funding	96-90-610-486-4278	0.00	0.00	0.00	0.00
MEMA Watermain Cap Project - NOHFC Prov Funding	96-90-610-486-4279	0.00	0.00	0.00	0.00
Total Funding Watermain Project	•	0.00	0.00	0.00	0.00
Transfer from Reserves- MEMA					
MEMA Transfer from Paganias to Operations	96-90-610-475-4405	0.00	0.00	0.00	0.00
MEMA Transfer from Reserves to Operations Total Transfers from Reserves	90-90-010-470-4400	0.00	0.00	0.00	0.00
Total Hansiers from Reserves		0.00	0.00	0.00	0.00
Sales					
MEMA SALES - Aviation Gas	96-90-610-475-4601	0.00	5,127.00	18,000.00	12,212.35
MEMA SALES - Jet Fuel	96-90-610-475-4602	0.00	5,789.25	24,000.00	17,755,70
MEMA SALES - Oil	96-90-610-475-4603	0.00	33.00	100.00	41.50
MEMA SALES - Miscellaneous	96-90-610-475-4604	0.00	259.99	1,000.00	1,331.99
MEMA COGS		0.00	11,209.24	43,100.00	31,341.54
		0.00	,	40,100.00	31,071.07

# For the Seven Months Ending 31-Jul-19 Manitoulin East Municipal Airport

		2019 APPROVED BUDGET July	Actuals	2019 APPROVED BUDGET YT	Actuals
Purchases for Resale					
MEMA PURCHASES - Aviation Gas MEMA PURCHASES - Jet Fuel MEMA PURCHASES - Oil MEMA PURCHASES - Miscellaneous Sales Items Total Purchases for Resale	96-90-610-475-5601 96-90-610-475-5602 96-90-610-475-5603 96-90-610-475-5604	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	13,000.00 18,000.00 200.00 330.00 31,530.00	8,019.00 8,676.40 0.00 21.00 16,716.40
GROSS PROFIT ON SALES		0.00	11,209.24	11,570.00	14,625.14
TOTAL REVENUES- MEMA Operations		0.00	25,432.04	131,068.00	142,700.08
EXPENDITURES					
General Operational Expenses					
MEMA DEPRECIATION EXPENSE MEMA Wages MEMA MERC MEMA OPERATIONS - GROUP LIFE MEMA OPERATIONS - OMERS MEMA OPERATIONS - OMERS MEMA CAPITAL GAIN/LOSS MEMA Advertising MEMA Advertising MEMA Admin Fee - NEMI MEMA Audit MEMA Bank / Credit Card Charges MEMA Opn's Bad Debts Written Off MEMA Cash Short & Over MEMA Operations - Dead Pennies MEMA Telephone MEMA Insurance MEMA Insurance MEMA Interest & Service Charges MEMA Legal & Consulting Fees MEMA Licences and Fees MEMA Operations Conferences MEMA Memberships & Subscriptions MEMA Miscellaneous Supplies MEMA NDB/DME Service & Mtce MEMA Office Supplies	96-90-610-001-6370 96-90-610-475-6110 96-90-610-475-6165 96-90-610-475-6166 96-90-610-475-6168 96-90-610-475-6168 96-90-610-475-6310 96-90-610-475-6310 96-90-610-475-6318 96-90-610-475-6318 96-90-610-475-6333 96-90-610-475-6334 96-90-610-475-6407 96-90-610-475-6411 96-90-610-475-6423 96-90-610-475-6423 96-90-610-475-6432 96-90-610-475-6432 96-90-610-475-6432 96-90-610-475-6441 96-90-610-475-6441	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00 5,310.19 357.74 0.00 0.00 0.00 0.00 0.00 0.00 488.10 0.00 (0.12) 0.00 193.34 0.00 0.00 0.00 0.00 0.00 0.00 0.00	0.00 57,000.00 2,500.00 0.00 0.00 0.00 400.00 1,700.00 1,500.00 0.00 2,000.00 17,000.00 200.00 15,500.00 15,500.00 17,000.00 17,000.00 200.00 17,000.00 250.00 600.00 500.00 1,700.00	0.00 34,925.75 2,106.14 0.00 0.00 0.00 0.00 0.00 1,450.00 1,365.60 0.00 45.01 0.00 1,351.15 9,624.32 0.00 0.00 41.00 0.00 349.59 1,534.00 465.55
MEMA Postage & Courier MEMA Special Promotion Costs	96-90-610-475-6459 96-90-610-475-6481	0.00 0.00	0.00 0.00	200.00 80.00	0.00 0.00
MEMA Operations Training MEMA Travel	96-90-610-475-6489 96-90-610-475-6516	0.00 0.00	0.00 92.39	500.00 1,500.00	0.00 626.20
Total Operational Expenses	55 55 610 47 6 60 10	0.00	6,441.64	91,430.00	53,884.31
BUILDING & GROUNDS MAINTENANCE					
MEMA Building Maintenance Wages MEMA Grounds Maintenance Gas MEMA Building Maintenance Utilities MEMA Building Maintenance Water Lab Testing MEMA Building Maintenance Material & Supplies MEMA Building Maintenance Propane MEMA Building Maintenance Taxes MEMA Grounds Mainteance Materials MEMA Building Maintenance Travel	96-90-610-476-6110 96-90-610-476-6390 96-90-610-476-6405 96-90-610-476-6418 96-90-610-476-6429 96-90-610-476-6465 96-90-610-476-6475 96-90-610-476-6516	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00 0.00 671.94 / 0.00 59.15 0.00 3,551.61 718.84 %	0.00	0.00 0.00 5,141.79 0.00 362.15 2,362.75 6,713.17 1,284.03 0.00
Total Building Maintenance		0.00	5,001.54 1	20,000.00	15,863.89

# For the Seven Months Ending 31-Jul-19 Manitoulin East Municipal Airport

		2019 APPROVED BUDGET July	Actuals	2019 APPROVED BUDGET YTI	Actuals	
RUNWAY MAINTENANCE						
MEMA Runway Maintenance Wages MEMA Runway Maintenance Materials/Supplies MEMA Runway Maintenance Materials Total Runway Maintenance	96-90-610-478-6110 96-90-610-478-6429 96-90-610-478-6450	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	7,000.00 0.00 7,000.00	0.00 539.50 0.00 539.50	
SNOW REMOVAL MAINTENANCE						
MEMA Snow Plow Wages MEMA Snow Removal Diesel MEMA Snow Removal Gas MEMA Snow Removal Materials Total Snow Removal Maintenance	96-90-610-479-6110 96-90-610-479-6360 96-90-610-479-6390 96-90-610-479-6429	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00	0.00 600.00 600.00 4.000.00 5,200.00	0.00 0.00 0.00 133.98 133.98	
FUEL SYSTEM MAINTENANCE						
MEMA Fuel System Maintenance Wages MEMA Fuel System Maintenance Materials Total Fuel System Maintenance	96-90-610-480-6110 96-90-610-480-6429	0.00 0.00 0.00	0.00 2,150.00 2,150.00	200.00 2,900.00 3,100.00	0.00 3,570.10 3,570.10	
FLY-IN COSTS						
MEMA Fly-In Wages MEMA Fly-In Advertising MEMA Fly-In Materials MEMA Fly-In Travel Total Fly-In Costs	96-90-610-481-6110 96-90-610-481-6303 96-90-610-481-6429 96-90-610-481-6516	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 300.00 538.00 0.00 838.00	0.00 0.00 0.00 0.00	
COURTESY VEHICLE MAINTENANCE						
MEMA Courtesy Vehicle Wages MEMA Courtesy Vehicle Gas MEMA Courtesy Vehicle Insurance MEMA Courtesy Vehicle Materials Total Courtesy Vehicle Maintenance	96-90-610-482-6110 96-90-610-482-6390 96-90-610-482-6411 96-90-610-482-6429	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 437.20 437.20	0.00 0.00 400.00 1,600.00 2,000.00	0.00 0.00 0.00 639.20 639.20	Wilst
WATER QUALITY STUDY						
MEMA Water Study Wages MEMA Water Study MERC MEMA Water Study Materials Total Water Quality Study	96-90-610-485-6110 96-90-610-485-6161 96-90-610-485-6429	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 400.00 400.00	0.00 0.00 0.00 0.00	
WATER MAIN / HANGER CONSTRUCTION						
MEMA Watermain/Hanger Project - Wages MEMA Watermain/Hanger Project - MERC MEMA Watermain/Hanger Project - MATERIALS Total Watermain / Hanger Construction Capital	96-90-610-486-6110 96-90-610-486-6161 96-90-610-486-6429	0.00 0.00 0.00 0.00	0.00 0.00 141.00 r	0.00 0.00 500.00 500.00	0.00 0.00 300.81 300.81	
AIRPORT CAPITAL						
MEMA Airport Capital Materials Total Runway Capital	96-90-610-487-6429	0.00	14,839.60	0.00	14,839.60	
HANGAR PROJECT						

12/08/2019 10:25 AM

# For the Seven Months Ending 31-Jul-19 Manitoulin East Municipal Airport

		2019 APPROVED BUDGET July	Actuals	2019 APPROVED BUDGET YTI	Actuals
MEMA Hangar Operations Utilities Total Hangar Project	96-90-610-490-6405	0.00	44.66 44.66	600.00	203.19 203.19
TRANSFERS TO RESERVES					
MEMA Transf to Resrv for Future Opn's Total Transfers to Reserves	96-90-610-482-6770	0.00	0.00	0.00	0.00
Total Expenses - MEMA Operations		0.00	29,055.64	131,068.00	89,974.58
MEMA Operations SURPLUS / (DEFICIT)		0.00	(3,623.60)	0.00	52,725.50





# **COUNCIL RESOLUTION**

**September 17, 2019** 

Resolution re: Reducing Litter & Waste in Our Communities

Resolution No. 520-19 Moved by Councillor Ferguson Seconded by Deputy Mayor Minnille

THAT That the Corporation of the Municipality of Mississippi Mills endorse and supports the resolution of the Municipality of Bluewater calling upon the Province of Ontario, through the discussion paper entitled "Reducing Litter and Waste in our Communities", to review and implement a deposit/return program for all single use plastic, aluminum and metal drink containers;

AND FURTHER THAT the Province of Ontario review current producer requirements and look for extended producer responsibility for all packaging:

AND FURTHER THAT a copy of this motion be sent to the Premier of Ontario; the Minister of the Environment, Conservation, and Parks; the Minister of Municipal Affairs; the Association of Municipalities of Ontario; the County of Huron, and all municipalities in the Province of Ontario.

**CARRIED** 

I, Jeanne Harfield, Deputy Clerk for the Corporation of the Municipality of Mississippi Mills, do hereby certify that the above is a true copy of a resolution enacted by Council.

Jeanne Harfield

Place to Crow

# CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

RECEIVED SEP 2 5 2019

RESOLUTION #	M DAT	E:	September 2	3, 2019
MOVED BY:	n			
SECONDED BY:				
WHEREAS, the Pupil Accommodation leads considerations.	Review Guideline (PA	RG	) in 2016 igno	ored important
And WHEREAS, Glengarry District Hig Glengarry were reviewed for possible cle		e Pu	blic School i	n the Township of North
And WHEREAS, the Government of On	tario is currently worl	cing	on new PAR	G guidelines.
Be it resolved that the Education Subcon Township of North Glengarry proposes t Guideline:	nmittee of the Commu he following changes	nity to th	Developmen ne Pupil Acco	nt Committee of the ommodation Review
<ol> <li>That the economic impact of a school</li> <li>That there be proven value to the stud- amenities, services, and learning opports</li> <li>That multiple options be allowed to be</li> </ol>	ent when considering mities (i.e., after school	a scl ol we	hool closure, ork, coop pro	including greater access to grams etc.)
4. That students being removed from the exhausted for school boards to share amo community.	ir community be the a enities and space before	bsol re a	ute last resor child is transp	t, with all efforts being ported out of their
Carned	Defeated		eferred	
	MAYOR / D	ÉPU	UTY MAYO	R
		3	/EA	NEA
Deputy Mayor: Carma Williams Councilior: Jacques Massie		_		
Councillor: Brenda Noble		==		
Councillor: Jeff Manley		_		
Councillor: Michel Depratto Councillor: Johanne Wensink		-		
Mayor: Jamie MacDonald		_		

Section 9 Item a



SEP 2 7 2019

www.springwater.ca 2231 Nursery Road Minesing, Ontario L9X 1A8 Canada

September 26, 2019

Ministry of the Attorney General McMurtry-Scott Building 720 Bay Street, 11th Floor Toronto ON, M7A 2S9

# Re: Joint and Several Liability Consultation

Please be advised that in response to your letter dated July 12, 2019, the Township of Springwater provides the following comments in regards to Joint and Several Liability.

# 1. Please describe the nature of the problem as you see it?

In response to the Province's request for consultation, the Township has a significant issue with Joint and Several Liability (JSL) and the impact it has on the municipality.

# a. No Requirement of Proof

JSL is a tool that is used by the legal industry without any discretion to the point that this municipality feels that its use is negligent and in fact unethical. Most law suits that municipalities see are frivolous and vexations as lawyers cast their nets wide and attempt to use shotgun justice for their clients that are more than often the sole cause of a claim. A statement of claim does not require any proof that there is fault. A plaintiff only has to state who they think is involved and a significant amount of court time is spent determining who should be a party to the legal claim.

# b. No Consequence for Being Wrongly Identified in a Statement of Claim

To add to this, there is no consequence that lawyers and their clients face for submitting a claim against a municipality when it is clear that a municipality is not involved. Municipalities incur significant administrative costs in managing these claims and the municipalities and their insurers pay significant costs to go through a lengthy process to prove that a claim was made in error (intentionally) only to find that a judge sees no reason to compensate a municipality for cost for incorrectly being named in a lawsuit by a plaintiff. Municipalities are seen as having deep pockets by the legal industry as well as the judicial system that makes decisions on these claims. Proof of innocence is often furnished to the plaintiff and lawyer by a municipality immediately upon notification of a pending legal action of statement of claim. This information is ignored by the plaintiff's lawyer. A plaintiff and their lawyer should have to reimburse a municipality for

all administrative and legal costs when the municipality is cleared of liability. Judges rarely compensate municipalities for being wrongly named in a legal action.

A recent example from 2019 occurred when a statement of claim was made against the Township of Springwater for an accident on a County Road (not the jurisdiction of Springwater). After legal and administrative costs totaling more than \$5,000, Springwater was dismissed from the claim. Unfortunately no costs were assigned to the plaintiff for wrongly naming Springwater in the statement of claim. The current system is broken and Springwater tax payers are left paying the bill.

# 2. What are the problems that you need addressed to benefit your community?

a. Ethical Standard of Due Diligence Required Before Submitting a Legal Action

Lawyer's representing plaintiff's should be required to submit documentation that provides significant research into why a claim is being made and a municipality is being named in a law suit. The claim should clearly prove authority and responsibility. The current practice of naming every party under the sun in a legal claim is negligent and unethical.

# b. Frivolous and Vexatious Suits are Costing Taxpayers

The Township of Springwater is seeing a significant waste of administrative time and cost in managing legal claims against the municipality that are predominantly frivolous and vexatious due to JSL. Over the last seven years, the municipality has had 55 claims made against the municipality. These claims range from trips/falls resulting in broken eyeglasses to cases that unfortunately involve loss of life. The Township has no problem dealing with claims that the municipality is responsible for; however the Township does have a problem dealing with claims it does not have any responsibility for. Of the 55 claims against the municipality, 42 of these claims are frivolous and vexatious. Claims that the municipality has no responsibility for. Over the past 7 years, Springwater has paid more than \$100,000 on these frivolous and vexatious claims as they work themselves through the legal process. Many of these files are still open. This does not include additional costs paid by Springwater's insurance company that are beyond the municipality's deductible.

# c. Negligent Legal Actions (Beyond Frivolous and Vexatious)

The Township of Springwater is currently named in 4 legal actions and an additional legal action (recently abandoned) for claims that occurred in another municipality (no where near Springwater). The Township is currently named in 3 claims that occurred in the Township of Clearview west of Stayner and one claim in the Township of Brock that have nothing to do with the Township. Springwater was named in a claim that occurred

in Wasaga Beach that was abandoned recently. All of these claims cost the Springwater taxpayer in administrative and legal costs as they work their way through the process.

#### d. Triage System for Claims

Before a claim makes it to a court date, the file should be triaged. It is at this stage that negligent of frivolous and vexatious claims will be filtered or thrown out. This process will trigger the reimbursement of costs to municipalities by unethical law firms.

#### e. Law Society of Ontario Charges

Lawyers that use JSL in an unethical way should be charged by the Law Society of Ontario. If a lawyer names a municipality in a legal action that should not be named, these lawyers should be suspended and potentially lose their license to practice law. There is a significant commonality when comparing frivolous and vexatious claims and the law firms/lawyers that submit them. The current code of ethics of the Law Society of Ontario should be updated by the Province to reprimand lawyers and law firms that negligently use JSL. The Province of Ontario should be involved in creating a new Code of Ethics for Ontario's legal industry.

# 3. Is it increased premiums? Rising deductibles?

A recent survey by CAO's in Simcoe County shows that insurance premiums are going up between 10% at the lowest to 59% being the highest in 2019. The Township of Springwater experienced a 10.8% increase in its 2019 insurance renewal. The area that typically sees an annual increase is related to the Municipal General Liability and Excess Liability lines of the business. The municipality was advised by its insurance broker that "over the past several years, insurance companies' appetite for Municipal Insurance has remained fairly stable. Insurance rates across all lines have seen only modest increases intended to simply keep pace with inflation and the rising cost of claims. Larger rate increases have been reserved for those accounts experiencing adverse claims development; either in frequency or severity (or both). However, starting in June 2018, the insurance market as a whole has shown clear signs of "hardening". Insurance companies for all sectors are putting stricter rules in place regarding the amount and breadth of coverage they will provide, and to which clients. Since the overall insurance supply is being reduced, the demand for insurer capacity is increasing, and as such, prices are elevating."

The table below provides at a high level (includes all lines of coverage) the Township's annual insurance premiums over the past five years.

2015	2016	2017	2018	2019
\$234,942	\$247,262	\$254,388	\$274,936	\$304,688

The Township continues to consult with its insurance broker in an effort to ensure that Springwater's constituents are receiving the best value for their tax dollar; however, the rising costs of insurance are not sustainable over the long run. Staff and its insurance broker have looked at increasing our deductibles in an effort to reduce the overall premium; however this has led to minimal reductions in the overall annual premium to the Township.

# 4. Being unfairly named in lawsuits?

As detailed above, Springwater continues to be unfairly named in legal actions. Issues here range from a complete absence of research by legal firms on causality to the municipality being named in legal action in completely separate jurisdictions (other municipalities).

# 5. Feeling you cannot offer certain services because of liability risks?

More recently, with the advice of the Township's insurance broker, the Township has changed the way in which it delivers some of its recreational programs/services, especially as it relates to children's programs/activities. For example, the Township in partnership with its Community Recreation Associations will host a number of community based events throughout the year, which includes children's activities. In order to allow inflatable Bouncy castles at community events, the Township now requires the service provider to indemnify the Township and to also provide staff to monitor the safety of participants while in the inflatable Bouncy castle. Some vendors are reluctant to take on this risk.

Thank you for allowing the Township to participate in this consultation. We are open to further dialogue should you feel it necessary.

Yours truly

Jeff Schmidt, CPA, CGA, B.A.S. Chief Administrative Officer

Cc: Ontario Municipalities

# THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK BY-LAW # 19-15

BEING A BY-LAW OF THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK TO AUTHORIZE AN AGREEMENT WITH TRIMBLE INC. TO ALLOW THE INSTALLATION OF A GLOBAL NAVIGATION SATELLITE SYSTEM AT THE MANITOWANING ARENA.

**WHEREAS** the necessary authority is found in Section 8 of the Municipal Act, SO,, 2001 Chapter 25 as amended;

**AND WHEREAS** Section 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 deems it beneficial to the community to enter into this agreement.

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

- 1. THAT we enter the Agreement, attached to and forming part of this by-law.
- 2. THAT this by-law shall come into force and take effect upon the third and final reading.

Read a first, second and third time and finally passed this 1st day of October, 2019.

	Mayor: Dave Ham

#### GNSS REFERENCE STATION FACILITY SITE LICENSE AGREEMENT

THIS GNSS REFERENCE STATION FACILITY SITE LICENSE ("License") is made as of September 17th, 2019, by and between The Corporation of the Township of Assiginack, as licensor ("Licensor"), and Trimble, Inc., a Delaware corporation, as licensee ("Trimble").

- 1. SITE. Licensor is the owner of that certain real property located at 59 Vankoughnet Street, Manitowaning, ON P0P 1N0, Province of Ontario, Canada shown on the plan attached hereto at Schedule 1 ("Plan")] (the "Property"). Licensor hereby grants permission to Trimble to occupy and use certain spaces and portions of the Property (collectively, the "Site") for the period described in Section 3 below on the terms of this License. The Site is more particularly described in schedule 1 hereto. Trimble shall have the right to use the Site for the purpose of installing, assembling, operating, retaining, removing, replacing, modifying, maintaining, and operating a GNSS Reference Station Facility including one (1) GNSS receiver on a rack-mounted shelf, one (1) GNSS antenna and associated antenna cabling (collectively the "Equipment").
- 2. EFFECTIVE DATE. The effective date of this License is the mutually agreed upon installation date, which may be set after this agreement is signed. ("Effective Date").
- 3. Period of License. The initial term of this License will commence on the Effective Date and continue through December 31st, 2019. Thereafter the License term will automatically renew for successive one (1) year periods on the same terms and conditions and at the same rental rate then in effect as of the renewal date, unless or until terminated in accordance with Section 10 below. The initial term and any renewal term are referred to as the "License Period".
- 4. Rent and Costs. Trimble shall pay Licensor one thousand five hundred US dollars and zero cents (\$1,500 USD) per annum by way of license fee. This license fee includes compensation for any and all ancillary and utility costs of the Licensor for providing access to and supply of electric power (at an approximate average of 60 watts) and DSL or any other broadband connection from the Property to the Equipment, applicable taxes, if any, and no additional contribution shall be required to be made to Licensor by Trimble in respect thereof.

The license fee shall be paid in installments as follows: The first payment shall be prorated for the initial license term from the installation date until December 31st and is payable within 30 days of the installation date. Subsequent annual payments will be payable in advance on or before January 31st of each year during the License Period. All payments due under this License shall be sent to Licensor at the address indicated in Section 11 below.

- 5. Access to Equipment and Services. Licensor grants to Trimble the following license rights ("Rights"):
- (i) the right to connect into and use (without any charge being made by the Licensor to Trimble additional to the license fee reserved by Section 4 above) the electricity supply at the Property and Site in order to obtain supply of electricity through any of the plug sockets present at the Property and to DSL connection or any other broadband;
- (ii) the right to install the Equipment on under or over the Site and to execute works on the Site reasonably required in connection with the installation, assembly, operation, maintenance,

- adjustment, alteration, repair, replacement, renewal, upgrading or removal of the Equipment and to retain and use such Equipment;
- (iii) the right for Trimble or its authorized employees or contractors of escorted access across the Property to and from the Site during normal working hours and at other times that are mutually convenient for all proper purposes including for the installation, assembly, operation, maintenance, adjustment, alteration, repair, replacement, renewal, inspection, upgrading or removal of the Equipment;
- (iv) the right to connect into and use for the purposes permitted by this License any conducting media and all ancillary equipment on the Property which serve or will come to serve the Site; [and]
- (v) The right to install and to connect retain and use an antenna cable from the antenna situated on the roof of the building on the Property to the Equipment.

On or before execution of this License, Licensor will provide Trimble with reliable evidence of sufficient electric utility services and supply to the Property and Site under a contract with the service provider to assure uninterrupted supply of electricity and DSL or broadband connection.

- 6. Insurance. Trimble at its own cost shall obtain and maintain at all times during the License Period public and third-party liability insurance in an amount not less than One Million Dollars (\$1,000,000) each occurrence and in an amount not less than One Million Dollars (\$1,000,000) annual aggregate.
- 7. Trimble Indemnity. Trimble shall indemnify Licensor against any and all claims, liabilities, judgments, costs, damages, and expenses, arising out of a breach by Trimble of Trimble's obligations in this License or Trimble's installation and use of the Equipment except to the extent that such claim, liability, judgment, cost, damage, or expense arises from the negligence or willful misconduct or fraud of Licensor, its employees, or representatives; provided that Licensor shall not compromise or settle such claims, costs, proceedings or demands without the prior written consent of Trimble and shall permit Trimble to defend and settle the same in the name of Licensor at Trimble's expense, should Trimble so elect.
- 8. Utilities. The Licensor will permit Trimble to have access to and to use the electricity supplied to the Property through plug sockets at the Property and Site and shall ensure that it makes prompt payment to the relevant suppliers for all such electricity supplies so as to ensure so far as it is able the uninterrupted supply of electricity to the Equipment. Trimble shall be entitled to install any additional utilities and services required for the Equipment which Trimble considers are required. Licensor shall provide Trimble, at Trimble's cost, with such reasonable assistance as is necessary to enable Trimble to arrange for such utilities, equipment and services to be connected and supplied including allowing Trimble or any utilities providers escorted access to and across the Property.
- 9. Installation, Operation and Removal of Equipment. Trimble will install the Equipment on the Site and will be responsible for making good any damage to the Site caused by Trimble's personnel, authorized contractors or their equipment. The Equipment is and shall remain the property of Trimble and Licensor shall not have a lien thereon or encumber or charge or otherwise deal with it. Upon the expiration or earlier termination of this License, Trimble shall, at Trimble's

sole cost and expense, remove the Equipment and return the Site to substantially the condition existing on the Effective Date, normal wear and tear excepted, or at Trimble's election leave it in its improved condition, as reasonably appropriate under the circumstances.

- 10. Termination Prior to Expiration. Either party may terminate this License upon not less than one hundred twenty (120) days prior written notice to the other party.
- 11. Notices. Any notice or demand required to be given herein shall be made in writing and sent by courier UPS, Fedex or DHL (providing for proof of service) to the address of the respective parties set forth below and shall be considered effective on the date that it is delivered.

Licensor:

Licensee:

Corporation of the Township of Assiginack
Attn: Alton Hobbs
Attn: Advanc
Box 238, 156 Arthur Street
Manitowaning, ON P0P 1N0
Canada

Trimble, Inc.
Networl
10368 Westminster.

Attn: Advanced Positioning
Network Operations Center
10368 Westmoor Drive
Westminster, CO 80021 USA

+1 (705) 859-3196

+1 (720) 887-6100

Either party may change its address by giving the other notice of a new address in accordance with the terms of this Section 11. All payments to Licensor required hereunder shall be sent to the address specified for Licensor above.

12. Applicable Law. This License and any matters arising from it shall in all respects be governed by and construed in accordance with the laws of the Province in which the Property is located without regard to its conflicts of laws principles.

# 13. Licensor's obligations and warranties. Licensor obliges and warrants:

- (i) that Licensor is the freehold owner of the Property and the Site or that Licensor holds a leasehold estate in the same under which Licensor has the right to enter into this License of the Site for their intended purposes hereunder without the need to obtain the consent of any third party to the entering into of such License (or that if such consent is needed the same has been obtained);
- (ii) that uninterrupted and sufficient supply of electricity exists in the Property and the Site for Trimble to use and to have access as agreed in this License, and that a DSL or other broadband connection exists thereon, and that the Licensor will use all reasonable efforts to ensure uninterrupted supply and connection of the same;
- (iii) that the person signing this License has the full authority to execute it as or on behalf of Licensor;
- (iv) that Trimble shall have access to the Property and the Site at all reasonable times throughout the License Period;

- (v) not to move, disconnect or otherwise tamper with the Equipment and to make reasonable efforts to prevent non-authorized persons from doing so and not to knowingly do or cause or permit to be done on the Property anything which causes damage to or destruction of the Equipment or materially interferes with the exercise of the Rights including building over or otherwise obstructing the cabling such that access to the same is restricted; and
- (vi) to indemnify, defend and hold Trimble, its officers, directors and employees harmless from and against any and all claims, liabilities and judgments (including legal fees), arising out of or related to Licensor's breach of the foregoing covenants, the negligence or willful misconduct of Licensor or Licensor's employees and agents, or incurred as a result of environmental contamination through no fault of Trimble.
- 14. Severability. If any one or more of the provisions of this License shall be held by court of competent jurisdiction in a final judicial action to be void, voidable, illegal or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this License and shall in no way affect the validity of the remaining provisions of this License. No waiver by any party hereto of a breach of any provision of this License shall constitute a waiver of any preceding or succeeding breach of the same or any other provision of this License.
- 15. Transfer; Relocation of Equipment. This License may be assigned or transferred by Trimble to any third party at any time. Licensor will provide Trimble with not less than 3 months notice should it intend to transfer or sell the Property to any third party. Should Licensor exercise its right to require relocation of the Equipment on the Site, Licensor agrees to provide Trimble with no less than thirty (30) days advance written notice thereof. In the event of a required relocation Trimble shall have the option of terminating this License upon no less than forty-five (45) days written notice, provided that Trimble shall have given Licensor written notice of its intent to exercise its option to terminate and the date of such termination within thirty (30) days of receipt of Licensor's relocation notice.
- 16. Entire Agreement; Amendments. This License, together with the schedule(s) hereto, constitute the entire understanding and agreement of the parties with respect to its subject matter; and there are no warranties, obligations, promises or agreements between the parties except those found in this agreement; and any and all prior agreements, understandings or representations with respect to its subject matter, whether written or oral, are hereby canceled in their entirety and are of no further force or effect. Any amendments to this License must be in writing and executed and delivered by both parties.
- 17. Survival. The expiration or termination of the License Period does not affect the enforceability of any outstanding obligation under this License.
- 18. Additional Terms. Additional Agreement terms, if any, are as set forth in Schedule 2 attached hereto.

Licensor:	Trimble:
Corporation of the Township of Assiginack	Trimble, Inc.
Ву:	Ву:
Print Name: ALTON HODBS	Print Name:
Title:	Title:
Date: SETTEMBER 21, 2019	Date:

# **SCHEDULE 1**

# **LOCATION OF SITE**

The Site comprises part of the Property shown in the photo below. Location of the antenna mount is at or near the rooftop peak, or any other location that is mutually agreed upon between Trimble's representative and Licensor's representative during the time of installation.



# **SCHEDULE 2**

# **ADDITIONAL TERMS**

Trimble and Licensor hereby agree to the following additional Agreement terms:

None

# **Licensor's Technical Contacts:**

During Business Hours	After Business Hours
Name:	Name:
Phone:	Phone:
Cell/PCS:	Cell/PCS:
Pager:	Pager:
Licensor's initials:	
Trimble's initials:	



Title:

SUPPLIER CLASSIFICATION CERTIFICATION

Page 1 of 2

Document Number: 84757-FM

Revision: C

ISO Level: 4

Company	v Name	Corporation	of the	Township	o of	<b>Assiginack</b>

Street Address 156 Arthur Street

City Manitowaning County Manitoulin State ON ZIP P0P 1N0 Country Canada

E-Mail ahobbs@assiginack.ca

Telephone 705 859 3196

Fax 705 859 3010

**REQUIRED:** North American Industry Classification Systems (NAICS) Major Group to assist you take a look at the Table of Small Business Size Standards at the following link:

http://archive.sha.gov/ide/groups/public/documents/sha homepage/serv sstd tablepdf.pdf

NAICS Code 1 NIA

PUBLIC GOMINISTRATION

Business Size/Type (Check all that apply. At least one category must be selected)

As defined in Federal Acquisition Regulation (FAR) Part 19.

Go to www.sba.gov for more information on SDB Certification and HUBZone qualifications.

YES NO
Foreign Business (Business headquartered or operated outside the US.)
If you choose yes to FB proceed to signature line.
YES NO
Large Business
If you choose yes to LB proceed to signature line.
YES NO
Small Business (includes 1099, Independent Contractors)
If you choose yes to Small continue to choose others that also fit.
Small Disadvantaged Business
Woman-Owned Small Business
<ul> <li>✓ Veteran-Owned Small Business</li> <li>✓ Service Disabled Veteran-Owned Small Business</li> </ul>
Historically Underutilized Business (HUB) Zone Small Business
If selected, Certification letter from U.S. Small Business Admin. or copy of CCR Profile is required.
Not for Profit (CRP)
PUBLIC ADMINISTRATION
Under 15 U.S.C.645(d) any person who misrepresents a firm's status in order to obtain a contract or subcontract pursuant to the Small
Business Act or Section 1207 of Public Law 95-507 and Public Law 99-661 or any other provision of Federal law shall 1) be punished by imposition of fine, imprisonment, or both; 2) be subject to administrative remedies, including suspension and debarment.
by imposition by fine, imprisonment, or both, 2) be subject to daministrative remedies, incliding suspension and deburment
Signature: Print Name: Alton Hobbs Date: September 23, 2019
Title: CAC/Clerk
Please return completed form to Buyer or Requestor:
Buyer or Requestor: email copy to Supplier Master Email alias

Trimble Use Only

Buyer Verified Certification or CCR Profile. Date

Buyer/requestor's name

Print name

# Form W-8BEN-E

(February 2014) Department of the Treasury

# Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities) For use by entities. Individuals must use Form W-8BEN. > Section references are to the Internal Revenue Code. Information about Form W-8BEN. = and its separate Instructions is at www.irs.documents.

OMB No. 1545-1621

	i Hevenue Service	t or payer. Do no	t send to the IRS.	
	OT use this form for:			Instead use Form:
• U.S.	entity or U.S. citizen or resident		( <b></b> .	W-9
• A for	reign individual			. W-8BEN (Individual)
	reign individual or entity claiming that income is effectively connected wit	h the conduct o	f trade or business within the U.	S.
• A for	reign partnership, a foreign simple trust, or a foreign grantor trust (unless	claimino treaty l	benefits) (see instructions for ex	ceptions) W-8IMY
A for foun	reign government, international organization, foreign central bank of issue dation, or government of a U.S. possession claiming that income is effect applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (unless claim	e, foreign tax-ex tively connected	empt organization, foreign prival d U.S. income or that is claiming	te
	person acting as an intermediary			W-BIMY
Pai 1			I 6 C	
'	Name of organization that is the beneficial owner		2 Country of incorporation or	organization
3	Name of disregarded entity receiving the payment (if applicable)	4 c.K	CANADA	
J	Marie or disregarded entity receiving the payment (if applicable)			
4	☐ Simple trust ☐ Grantor trust ☐ Co ☐ Central Bank of Issue ☐ Tax-exempt organization ☐ Pri If you entered disregarded entity, partnership, simple trust, or grantor tr	orporation omplex trust ivate foundation rust above, is th		Partnership Government
	claim? If "Yes" complete Part III.			Yes No
5	Chapter 4 Status (FATCA status) (Must check one box only unless certification below for the entity's applicable status).	_		
	Nonparticipating FFI (including a limited FFI or an FFI related to a Reporting IGA FFI other than a registered deemed-compliant FFI or participating FFI).	☐ Nonrepart deemed-c Complete	ing IGA FFI (including an FFI trea compliant FFI under an applicable Part XII.	ated as a registered e Model 2 IGA).
	Participating FFI.	Foreign go	overnment, government of a U.S.	. possession, or foreign
	Reporting Model 1 FFI.	central bar	nk of issue. Complete Part XIII.	Feedballeri, or toroign
	Reporting Model 2 FFI.	☐ Internation	nal organization. Complete Part >	av.
	Registered deemed-compliant FFI (other than a reporting Model 1 FFI or sponsored FFI that has not obtained a GIIN).	Exempt re	tirement plans. Complete Part X lly owned by exempt beneficial ow	v.
	Sponsored FFI that has not obtained a GIIN. Complete Part IV.		nancial institution. Complete Par	
	Certified deemed-compliant nonregistering local bank. Complete Part V.	☐ Nonfinanc	ial group entity. Complete Part X nonfinancial start-up company. (	WIII.
	Certified deemed-compliant FFI with only low-value accounts.  Complete Part VI.		nonfinancial entity in liquidation	
	Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII.		anization. Complete Part XXI. organization. Complete Part XXII	1
	Certified deemed-compliant limited life debt investment entity.  Complete Part VIII.	☐ Publicly tra	aded NFFE or NFFE affiliate of a n. Complete Part XXIII.	
	Certified deemed-compliant investment advisors and investment managers. Complete Part IX.	Excepted t	territory NFFE. Complete Part XX FE. Complete Part XXV.	av.
	Owner-documented FFI. Complete Part X.		FFE. Complete Part XXVI.	
	Restricted distributor. Complete Part XI.		nter-affiliate FFI. Complete Part	YXX/II
			orting NFFE.	W411.
			direct reporting NFFE. Complet	te Part XXVIII
6	Permanent residence address (street, apt. or suite no., or rural route). Do not	t use a P.O. box	or in-care-of address (other than	a registered address).
	156 ARTHUR STREET			
	City or town, state or province. Include postal code where appropriate.		Country	
	MANITO WANING ONTARIO			NAD 4
7	Mailing address (if different from above)  P ロ Box 738 MANTO いたいいも			
	City or town, state or province. include postal code where appropriate.	_	Country	
	Pop INO		CHAR	ρ <del>4.</del>
8	U.S. taxpayer identification number (TIN), if required 9a GIIN	b Foreig		mber(s) (see instructions)
Note.	Please complete remainder of the form including signing t	he form in P	art XXIX.	
	<del></del>			

rum v	A-00CIA-0	<u> </u>
Pai	rt II	Disregarded Entity or Branch Receiving Payment. (Complete only if disregarded entity or branch of an FFI in a country other than the FFI's country of residence.)
11		er 4 Status (FATCA status) of disregarded entity or branch receiving payment
	☐ Li	mited Branch.
		rticipating FFI. Reporting Model 2 FFI.
12	Addre regist	ss of disregarded entity or branch (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address (other than ered address).
	City or	town, state or province. Include postal code where appropriate.
	Count	у
13	GIIN (i	
Par		Claim of Tax Treaty Benefits (if applicable). (For chapter 3 purposes only)
14		y that (check all that apply):
а		e beneficial owner is a resident of within the meaning of the income tax
L		aty between the United States and that country.
Ь	red	e beneficial owner derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the quirements of the treaty provision dealing with limitation on benefits (see instructions).
C	of	e beneficial owner is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business a foreign corporation and meets qualified resident status (see instructions).
15		Il rates and conditions (if applicable—see instructions): The beneficial owner is claiming the provisions of Article
	of the	reaty identified on line 14a above to claim a % rate of withholding on (specify type of income):
	Explair	the reasons the beneficial owner meets the terms of the treaty article:
Part	IV	Sponsored FFI That Has Not Obtained a GIIN
16		of sponsoring entity:
17		whichever box applies.
	☐ I co	artify that the entity identified in Part I:
	• Is an	FFI solely because it is an investment entity;
	• Is no	a QI, WP, or WT; and
	• Has a	greed with the entity identified above (that is not a nonparticipating FFI) to act as the sponsoring entity for this entity.
		ontrolled foreign corporation as defined in section 957(a);
		a QI, WP, or WT;
	<ul> <li>Is when the entity;</li> </ul>	colly owned, directly or indirectly, by the U.S. financial institution identified above that agrees to act as the sponsoring entity for this and
	accour	es a common electronic account system with the sponsoring entity (identified above) that enables the sponsoring entity to identify all t holders and payees of the entity and to access all account and customer information maintained by the entity including, but not to, customer identification information, customer documentation, account balance, and all payments made to account holders or
Pari	V	Certified Deemed-Compliant Nonregistering Local Bank
18	□ la	ertify that the FFI identified in Part I:
	Operating or position or	ates and is licensed solely as a bank or credit union (or similar cooperative credit organization operated without profit) in its country of ration or organization;
	bank a	ges primarily in the business of receiving deposits from and making loans to, with respect to a bank, retail customers unrelated to such nd, with respect to a credit union or similar cooperative credit organization, members, provided that no member has a greater than five interest in such credit union or cooperative credit organization;
	• Does	not solicit account holders outside its country of organization;
	Has a advertise	no fixed place of business outside such country (for this purpose, a fixed place of business does not include a location that is not sed to the public and from which the FFI performs solely administrative support functions);
	• Has r than \$5	o more than \$175 million in assets on its balance sheet and, if it is a member of an expanded affiliated group, the group has no more 00 million in total assets on its consolidated or combined balance sheets; and
	• Does is incor	not have any member of its expanded affiliated group that is a foreign financial institution, other than a foreign financial institution that porated or organized in the same country as the FFI identified in Part I and that meets the requirements set forth in this Part V.

Form W	/-88EN-E (2-2014) Page 3
Par	
19	☐ I certify that the FFI identified in Part I:
	• Is not engaged primarily in the business of investing, reinvesting, or trading in securities, partnership interests, commodities, notional principal contracts, insurance or annuity contracts, or any interest (including a futures or forward contract or option) in such security, partnership interest, commodity, notional principal contract, insurance contract or annuity contract;
	• No financial account maintained by the FFI or any member of its expanded affillated group, if any, has a balance or value in excess of \$50,000 (as determined after applying applicable account aggregation rules); and
	• Neither the FFI nor the entire expanded affiliated group, if any, of the FFI, have more than \$50 million in assets on its consolidated or combined balance sheet as of the end of its most recent accounting year.
Part	VII Certified Deemed-Compliant Sponsored, Closely Held Investment Vehicle
20	Name of sponsoring entity:
21	I certify that the entity identified in Part I:
	<ul> <li>is an FFI solely because it is an investment entity described in §1.1471-5(e)(4);</li> <li>Is not a QI, WP, or WT;</li> </ul>
	• Has a contractual relationship with the above identified sponsoring entity that agrees to fulfill all due diligence, withholding, and reporting responsibilities of a participating FFI on behalf of this entity; and
	• Twenty or fewer individuals own all of the debt and equity Interests in the entity (disregarding debt interests owned by U.S. financial institutions, participating FFIs, registered deemed-compliant FFIs, and certified deemed-compliant FFIs and equity interests owned by an entity if that entity owns 100 percent of the equity interests in the FFI and is itself a sponsored FFI).
Part	VIII Certified Deemed-Compliant Limited Life Debt Investment Entity
22	☐ I certify that the entity identified in Part I:
	Was in existence as of January 17, 2013;
	<ul> <li>Issued all classes of its debt or equity interests to investors on or before January 17, 2013, pursuant to a trust indenture or similar agreement; and</li> <li>Is certified deemed-compliant because it satisfies the requirements to be treated as a limited life debt investment entity (such as the restrictions with respect to its assets and other requirements under § 1.1471-5(f)(2)(iv)).</li> </ul>
Part	IX Certified Deemed-Compliant Investment Advisors and Investment Managers
23	☐ I certify that the entity identified in Part I:
	<ul> <li>Is a financial institution solely because it is an investment entity described in §1.1471-5(e)(4)(i)(A); and</li> </ul>
	Does not maintain financial accounts.
Par	
	This status only applies if the U.S. financial institution or participating FFI to which this form is given has agreed that it will treat the FFI as an documented FFI (see instructions for eligibility requirements). In addition, the FFI must make the certifications below.
24a	[ (All owner-documented FFIs check here) I certify that the FFI identified in Part I:
	Does not act as an intermediary;
	<ul> <li>Does not accept deposits in the ordinary course of a banking or similar business;</li> </ul>
	<ul> <li>Does not hold, as a substantial portion of its business, financial assets for the account of others;</li> </ul>
	• Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
	<ul> <li>Is not owned by or in an expanded affiliated group with an entity that accepts deposits in the ordinary course of a banking or similar business, holds, as a substantial portion of its business, financial assets for the account of others, or is an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account; and</li> <li>Does not maintain a financial account for any nonparticipating FFI.</li> </ul>

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Par	t X Owner-Documented FFI (continued)	
	k box 24b or 24c, whichever applies.	
þ	☐ I certify that the FFI identified in Part I:	
	<ul> <li>Has provided, or will provide, an FFI owner reporting statement that contains:</li> </ul>	
	<ul> <li>The name, address, TIN (if any), chapter 4 status, and type of documentation provided (if required) of every individended person that owns a direct or indirect equity interest in the owner-documented FFI (looking through all entities oth persons);</li> </ul>	
	<ul> <li>The name, address, TIN (if any), chapter 4 status, and type of documentation provided (if required) of every individent person that owns a debt interest in the owner-documented FFI (including any indirect debt interest, which includes entity that directly or indirectly owns the payee or any direct or indirect equity interest in a debt holder of the pay financial account in excess of \$50,000 (disregarding all such debt interests owned by participating FFIs, registered decertified deemed-compliant FFIs, excepted NFFEs, exempt beneficial owners, or U.S. persons other than specified U.S.</li> </ul>	s debt interests in any yee) that constitutes a semed-compliant FFIs,
	<ul> <li>Any additional information the withholding agent requests in order to fulfill its obligations with respect to the entity.</li> </ul>	
C	I certify that the FFI identified in Part I has provided, or will provide, an auditor's letter, signed within four years of the	date of payment,
	from an independent accounting firm or legal representative with a location in the United States stating that the firm reviewed the FFI's documentation with respect to all of its owners and debt holders identified in §1.1471-3(d)(6)(iv) meets all the requirements to be an owner-documented FFI. The FFI identified in Part I has also provided, or will reporting statement of its owners that are specified U.S. persons and Form(s) W-9, with applicable waivers.	(A)(2), and that the FFI
	k box 24d if applicable.	
d	I certify that the entity identified in line 1 is a trust that does not have any contingent beneficiaries or designated classifications.	asses with unidentified
Part	t XI Restricted Distributor	
25a	(All restricted distributors check here) I certify that the entity identified in Part I:	
	<ul> <li>Operates as a distributor with respect to debt or equity interests of the restricted fund with respect to which this form is</li> </ul>	*
	• Provides investment services to at least 30 customers unrelated to each other and less than half of its customers are re-	·
	<ul> <li>Is required to perform AML due diligence procedures under the anti-money faundering faws of its country of organizate compliant jurisdiction);</li> </ul>	ion (which is an FATF-
	<ul> <li>Operates solely in its country of incorporation or organization, has no fixed place of business outside of that coun country of incorporation or organization as all members of its affiliated group, if any;</li> </ul>	try, and has the same
	<ul> <li>Does not solicit customers outside its country of incorporation or organization;</li> </ul>	
	<ul> <li>Has no more than \$175 million in total assets under management and no more than \$7 million in gross revenue on its the most recent accounting year;</li> </ul>	income statement for
	<ul> <li>Is not a member of an expanded affiliated group that has more than \$500 million in total assets under management or in gross revenue for its most recent accounting year on a combined or consolidated income statement; and</li> </ul>	more than \$20 million
	<ul> <li>Does not distribute any debt or securities of the restricted fund to specified U.S. persons, passive NFFEs with one or owners, or nonparticipating FFIs.</li> </ul>	more substantial U.S.
Check	box 25b or 25c, whichever applies.	
l furthe after D	er certify that with respect to all sales of debt or equity interests in the restricted fund with respect to which this form is furn recember 31, 2011, the entity identified in Part I:	ished that are made
b	Has been bound by a distribution agreement that contained a general prohibition on the sale of debt or securities to tresident individuals and is currently bound by a distribution agreement that contains a prohibition of the sale of debt specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI.	J.S. entities and U.S. or securities to any
С	Is currently bound by a distribution agreement that contains a prohibition on the sale of debt or securities to any specific passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI and, for all sales made prior to the time restriction was included in its distribution agreement, has reviewed all accounts related to such sales in accordance valentified in §1.1471-4(c) applicable to preexisting accounts and has redeemed or retired any, or caused the restricte securities to a distributor that is a participating FFI or reporting Model 1 FFI securities which were sold to specified U NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.	ne that such a with the procedures d fund to transfer the
Part	XII Nonreporting IGA FFI	
26	☐ I certify that the entity identified in Part I:	
	Meets the requirements to be considered a nonreporting financial institution pursuant to an applicable IGA between the	United States and
	Is treated as a under the provisions of the applicable IGA (s)	ee instructions): and
	e if you are an EFI treated as a registered deemed compliant EFI under an applicable Model 2 IGA provide your GINI	

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Part	XIII / Foreign Government, Government of a U.S. Possession, or Foreign Central Bank of Issue
27	certify that the entity identified in Part I is the beneficial owner of the payment and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in §1.1471-6(h)(2)).
Part	XIV International Organization
Check	t box 28a or 28b, whichever applies.
28a	☐ I certify that the entity identified in Part I is an international organization described in section 7701(a)(18).
b	I certify that the entity identified in Part I:
	Is comprised primarily of foreign governments;
	<ul> <li>Is recognized as an Intergovernmental or supranational organization under a foreign law similar to the International Organizations Immunities</li> <li>Act;</li> </ul>
	The benefit of the entity's income does not inure to any private person;
	<ul> <li>Is the beneficial owner of the payment and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in §1.1471-6(h)(2)).</li> </ul>
Part	XV Exempt Retirement Plans
	box 29a, b, c, d, e, or 1, whichever applies.
29a	I certify that the entity identified in Part I:
	<ul> <li>Is established in a country with which the United States has an income tax treaty in force (see Part III if claiming treaty benefits);</li> <li>Is operated principally to administer or provide pension or retirement benefits; and</li> </ul>
	<ul> <li>Is entitled to treaty benefits on income that the fund derives from U.S. sources (or would be entitled to benefits if it derived any such income) as a resident of the other country which satisfies any applicable limitation on benefits requirement.</li> </ul>
ь	☐ I certify that the entity identified in Part I:
	• Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
	No single beneficiary has a right to more than 5% of the FFI's assets;
	• Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operated; and
	<ul> <li>Is generally exempt from tax on investment income under the laws of the country in which it is established or operates due to its status as a ratirement or pension plan;</li> </ul>
	<ul> <li>Receives at least 50% of its total contributions from sponsoring employers (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, other retirement funds described in an applicable Model 1 or Model 2 IGA, or accounts described in §1.1471-5(b)(2)(i)(A));</li> </ul>
	<ul> <li>Either does not permit or penalizes distributions or withdrawals made before the occurrence of specified events related to retirement, disability, or death (except rollover distributions to accounts described in §1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or to other retirement funds described in this part or in an applicable Model 1 or Model 2 IGA); or</li> </ul>
c	• Limits contributions by employees to the fund by reference to earned income of the employee or may not exceed \$50,000 annually.
	• Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
	Has fewer than 50 participants;
	<ul> <li>Is sponsored by one or more employers each of which is not an investment entity or passive NFFE;</li> </ul>
	• Employee and employer contributions to the fund (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or accounts described in §1.1471-5(b)(2)(i)(A)) are limited by reference to earned income and compensation of the employee, respectively;
	• Participants that are not residents of the country in which the fund is established or operated are not entitled to more than 20 percent of the fund's assets; and
	• Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operates.
d	I certify that the entity identified in Part I is formed pursuant to a pension plan that would meet the requirements of section 401(a), other
	than the requirement that the plan be funded by a trust created or organized in the United States.
•	I certify that the entity identified in Part I is established exclusively to earn income for the benefit of one or more retirement funds

described in this part or in an applicable Model 1 or Model 2 IGA, accounts described in §1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), or retirement and pension accounts described in an applicable Model 1 or Model 2 IGA.

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# Part XV Exempt Retirement Plans (Continued)

- - Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in §1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are current or former employees of the sponsor (or persons designated by such employees); or
  - Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in §1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are not current or former employees of such sponsor, but are in consideration of personal services performed for the sponsor.

# Part XVI Entity Wholly Owned by Exempt Beneficial Owners

- - . Is an FFI solely because it is an investment entity;
  - Each direct holder of an equity interest in the investment entity is an exempt beneficial owner described in §1.1471-6 or in an applicable Model 1 or Model 2 IGA;
  - Each direct holder of a debt interest in the investment entity is either a depository institution (with respect to a loan made to such entity) or an exempt beneficial owner described in §1.1471-6 or an applicable Model 1 or Model 2 IGA.
  - Has provided an owner reporting statement that contains the name, address, TIN (if any), chapter 4 status, and a description of the type of
    documentation provided to the withholding agent for every person that owns a debt interest constituting a financial account or direct equity
    interest in the entity; and
  - Has provided documentation establishing that every owner of the entity is an entity described in §1.1471-6(b), (c), (d), (e), (f) and/or (g) without regard to whether such owners are beneficial owners.

# Part XVII Territory Financial Institution

I certify that the entity identified in Part I is a financial institution (other than an investment entity) that is incorporated or organized under the laws of a possession of the United States.

### Part XVIII Excepted Nonfinancial Group Entity

- 32 I certify that the entity identified in Part I:
  - Is a holding company, treasury center, or captive finance company and substantially all of the entity's activities are functions described in §1.1471-5(e)(5)(i)(C) through (E);
  - Is a member of a nonfinancial group described in §1.1471-5(e)(5)(i)(B);
  - Is not a depository or custodial institution (other than for members of the entity's expanded affiliated group); and
  - Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any
    investment vehicle with an investment strategy to acquire or fund companies and then hold interests in those companies as capital assets for
    investment purposes.

#### Part XIX Excepted Nonfinancial Start-Up Company

- 33 I certify that the entity identified in Part I:
  - Was formed on (or, in the case of a new line of business, the date of board resolution approving the new line of business)
     (date must be less than 24 months prior to date of payment);
  - Is not yet operating a business and has no prior operating history or is investing capital in assets with the intent to operate a new line of business other than that of a financial institution or passive NFFE;
  - . Is investing capital into assets with the intent to operate a business other than that of a financial institution; and
  - Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes,

#### Part XX Excepted Nonfinancial Entity in Liquidation or Bankruptcy

- - Filed a plan of liquidation, filed a plan of reorganization, or filed for bankruptcy on
  - During the past 5 years has not been engaged in business as a financial institution or acted as a passive NFFE;
  - Is either liquidating or emerging from a reorganization or bankruptcy with the intent to continue or recommence operations as a nonfinancial entity; and
  - Has, or will provide, documentary evidence such as a bankruptcy filing or other public documentation that supports its claim if it remains in bankruptcy or liquidation for more than three years.

#### Part XXI 501(c) Organization

- - Has been issued a determination letter from the IRS that is currently in effect concluding that the payee is a section 501(c) organization that is dated\_\_\_\_\_\_; or
  - Has provided a copy of an opinion from U.S. counsel certifying that the payee is a section 501(c) organization (without regard to whether the
    payee is a foreign private foundation).

Form V	-8BEN-E (2-2014)	Page 7
Part	XXII Non-Profit Organization	
36	I certify that the entity identified in Part I is a non-profit organization that meets the following requirements:	
	• The entity is established and maintained in its country of residence exclusively for religious, charitable, scientific, artistic, cultura	or educational purposes:
	<ul> <li>The entity is exempt from income tax in its country of residence;</li> </ul>	,
	• The entity has no shareholders or members who have a proprietary or beneficial interest in its income or assets;	
	. Neither the applicable laws of the entity's country of residence nor the entity's formation documents permit any incom-	ne or assets of the entity
	to be distributed to, or applied for the benefit of, a private person or non-charitable entity other than pursuant to the charitable activities or as payment of reasonable compensation for services rendered or payment representing the fair which the entity has purchased; and	conduct of the entity's
	<ul> <li>The applicable laws of the entity's country of residence or the entity's formation documents require that, upon the dissolution, all of its assets be distributed to an entity that is a foreign government, an integral part of a foreign government of a foreign government, or another organization that is described in this Part XXII or escheats to the government or residence or any political subdivision thereof.</li> </ul>	ment, a controlled entity
Part	XIII Publicly Traded NFFE or NFFE Affiliate of a Publicly Traded Corporation	·
Check	box 37a or 37b, whichever applies.	
37a	☐ I certify that:	
	The entity identified in Part I is a foreign corporation that is not a financial institution; and	
	The stock of such corporation is regularly traded on one or more established securities markets, including	
	(name one securities exchange upon which the stock is regularly traded).	
b	☐ I certify that:	
	■ The entity identified in Part l is a foreign corporation that is not a financial institution;	
	• The entity identified in Part I is a member of the same expanded affillated group as an entity the stock of which is established securities market;	regularly traded on an
	The name of the entity, the stock of which is regularly traded on an established securities market, is	; and
	The name of the securities market on which the stock is regularly traded is	
Part :	XIV Excepted Territory NFFE	· ·
38	☐ I certify that:	
	<ul> <li>The entity identified in Part I is an entity that is organized in a possession of the United States;</li> </ul>	
	The entity identified in Part I:	
	<ul> <li>Does not accept deposits in the ordinary course of a banking or similar business,</li> </ul>	
	<ul> <li>Does not hold, as a substantial portion of its business, financial assets for the account of others, or</li> </ul>	
	<ul> <li>Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make to a financial account; and</li> </ul>	3544 (2)
. <u>.</u> .	<ul> <li>All of the owners of the entity identified in Part I are bona fide residents of the possession in which the NFFE is organized.</li> </ul>	ed or incorporated.
Part :	Active NFFE	
39	☐ I certify that:	
	The entity identified in Part I is a foreign entity that is not a financial institution;	
	<ul> <li>Less than 50% of such entity's gross income for the preceding calendar year is passive income; and</li> </ul>	
	<ul> <li>Less than 50% of the assets held by such entity are assets that produce or are held for the production of passive weighted average of the percentage of passive assets measured quarterly) (see instructions for the definition of passive</li> </ul>	ncome (calculated as a income).
Part )		
40a	I certify that the entity identified in Part I is a foreign entity that is not a financial institution (other than an investment possession of the United States) and is not certifying its status as a publicly traded NFFE (or affiliate), excepted NFFE, direct reporting NFFE, or sponsored direct reporting NFFE.	entity organized in a iterritory NFFE, active
Check	box 40b or 40c, whichever applies.	
ь	☐ I further certify that the entity identified in Part I has no substantial U.S. owners, or	
e Part )	I further certify that the entity identified in Part I has provided the name, address, and TIN of each substantial U.S. owner of XVIII Excepted Inter-Affiliate FFI	the NFFE in Part XXX.
41	☐ I certify that the entity identified in Part I:	
	Is a member of an expanded affiliated group;	
	<ul> <li>Does not maintain financial accounts (other than accounts maintained for members of its expanded affiliated group);</li> </ul>	
	<ul> <li>Does not make withholdable payments to any person other than to members of its expanded affiliated group that limited branches;</li> </ul>	are not limited FFIs or
	<ul> <li>Does not hold an account (other than a depository account in the country in which the entity is operating to pay for expenses from any withholding agent other than a member of its expended efficient group; and</li> </ul>	penses) with or receive

• Has not agreed to report under §1.1471-4(d)(2)(ii)(C) or otherwise act as an agent for chapter 4 purposes on behalf of any financial institution, including a member of its expanded affiliated group.

Form W-8BEN	-E (2-2014)		Page 8
Part XXVII	Sponsored Direct I	Reporting NFFE	
42 Nam	e of sponsoring entity:		· ·
43 🔲	certify that the entity identif	ed in Part I is a direct reporting NFFE that is sponsored by the entity identified in line	42.
Part XXIX	Certification		
	s of perjury, I declare that I have enalties of perjury that:	examined the information on this form and to the best of my knowledge and belief it is true, corre	ct, and complete. I further
• The purpo	entity identified on line 1 of this uses, or is a merchant submitting	form is the beneficial owner of all the income to which this form relates, is using this form to come this form for purposes of section 6050W,	ertify its status for chapter 4
• The	entity identified on line 1 of this income to which this form relate abject to tax under an income tax	form is not a U.S. person, is is: (a) not effectively connected with the conduct of a trade or business in the United States, (b) It treaty, or (c) the partner's share of a partnership's effectively connected income, and	effectively connected but is
• For	broker transactions or barter exc	changes, the beneficial owner is an exempt foreign person as defined in the instructions.	
Furthermore, I	authorize this form to be provide	d to any withholding agent that has control, receipt, or custody of the income of which the entity of the property of the property of the income of which the entity on line 1 is the beneficial owner.	on line 1 is the beneficial
I agree that I v	vill submit a new form within 3	days if any certification on this form becomes incorrect.	
Sign Here	Signature of indiv	idual authorized to sign for beneficial owner Print Name	15 01 zel ?
	I certify that I have	re the capacity to sign for the entity identified on line 1 of this form.	
Part XXX	Substantial U.S. Ov	vners of Passive NFFE	
As required be substantial U	y Part XXVI, provide the name. S. owner.	ne, address, and TIN of each substantial U.S. owner of the NFFE. Please see instruction	ons for definition of
	Name	Address	TIN

Form W-8BEN-E (2-2014)

# THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK BY-LAW # 19-16

# BEING A BY-LAW OF THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK TO AMEND BY-LAW #18-32 COUNCIL APPOINTM, ENTS TO BOARDS AND COMMISSIONS

**WHEREAS** the necessary authority is found in Section 8 of the Municipal Act, SO,, 2001 Chapter 25 as amended;

**AND WHEREAS** Section 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 enacted By-law # 18-32 o the 18th day of December, 2018:

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

- 1. THAT By-law # 18-32 be amended by replacing 1.f Manitoulin Planning Board Dave Ham with the following: Manitoulin Planning Board Dave McDowell.
- 2. THAT this by-law shall come into force and take effect upon the third and final reading.

Read a first, second and third time and finally passed this 1st day of October, 2019.

# THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK BY-LAW # 19-17

BEING A BY-LAW OF THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK TO AUTHORIZE AN AGREEMENT WITH NORTHERN 911 FOR THE DISPATCHING OF THE ASSIGINACK FIRE DEPARTMENT.

**WHEREAS** the necessary authority is found in Section 8 of the Municipal Act, SO,, 2001 Chapter 25 as amended;

**AND WHEREAS** Section 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 deems it beneficial to the community to enter into this agreement.

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

- 1. THAT we enter the Agreement, attached to and forming part of this by-law.
- 2. THAT this by-law shall come into force and take effect upon the third and final reading.

Read a first, second and third time and finally passed this 1st day of October, 2019.

# AGREEMENT

#### BETWEEN:

The Township of Assiginack & the Assiginack Fire Department 156 Arthur Street Manitowaning, Ontario POP 1N0 (the "Organization")

# AND:

Northern Communication Services Inc., Operating as "Northern911" 230 Alder Street Sudbury, Ontario P3C 4J2 ("Northern")

# **THE PARTIES AGREE AS FOLLOWS:**

# 1.0 <u>DEFINITIONS</u>

For the purposes of this Agreement, the following terms have the meanings ascribed below:

- 1.1 "ALI" means Automatic Location Identification, a database feature that displays, to the PSAP or CERB and Remote Agencies, address/location data with respect to a telephone line from which the 9-1-1 call originates.
- 1.2 "ANI" means Automatic Number Identification, a database feature that displays the telephone number of the primary exchange service that originates the 9-1-1 call.
- 1.3 "CERB" means Central Emergency Reporting Bureau, a communication centre, which is the first point of reception of 9-1-1 calls. (Sometimes referred to as a Primary PSAP, in other documentation).
- 1.4 "CRTC" means The Canadian Radio-Television and Telecommunications Commission.
- 1.5 "ESZ" means Emergency Service Zone, the geographic area served by a fire, police or ambulance service.
- 1.6 "MSAG" means Master Street Address Guide, the database that contains street names, addresses, routing codes and other data required for the management of Selecting Routing and Transfer, ALI, and ANI.

Organization's Initials	Northern's Initials	
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- 1.7 "Remote Agency" means a communication centre to which emergency calls are transferred from the PSAP, and which will be the Police, Fire or Ambulance agency, within each ESZ, responsible for dispatching emergency personnel.
- 1.8 "Selective Routing and Transfer" means a feature that automatically routes 9-1-1 calls to the appropriate CERB or PSAP or Remote Agency based upon the ANI of the telephone line from which the 9-1-1 call originates.
- 1.9 "9-1-1 Service PERS" means Public Emergency Reporting Service, a telecommunications service provided by Bell pursuant to Bell Canada General Tariff Item 1400 to customers within a 9-1-1 Serving Area for the delivery of 9-1-1 calls to the PSAP and Remote Agencies.
- 1.10 "9-1-1 Serving Area" means the geographic area, as determined by a given Organization, from which 9-1-1 calls will be directed to a particular PSAP.
- 1.11 "PSAP" means Primary Service Answer Point, a communication centre, which is the first point of reception of 9-1-1 calls. (Sometimes referred to as a CERB in other documentation).
- 1.12 "Call" means an inbound call or event that is presented to Northern's telephone/computer system via SIP or PSTN and is counted regardless of if or how the Emergency Response Specialists handle it. This includes misdialed calls.

# 2.0 OBJECT

- 2.1 In accordance with the terms and conditions herein contained, Northern and the Organization agree that Northern will provide and operate both the "PSAP" and the "Remote Agency" (Fire Dispatch) for and on behalf of the Organization.
- 2.2 The Organization shall pay Northern, for providing and operating the PSAP and Fire Dispatch in accordance with the rates and charges as set out in Schedule "A".
- 2.3 The Organization shall also pay Northern's reasonable costs associated with this contract for any investigation, inquest, court appearances, etc. at the then current rates.
- 2.4 The Organization shall pay the amount due within thirty (30) days of the invoice date upon receipt of such invoice. On amounts for which payment has not been received within thirty (30) days after receipt of a satisfactory invoice, the Organization shall pay interest at a rate of 24% per annum as set by Northern Communications.
- 2.5 Should the Organization default on this agreement or not pay for services, Northern reserves the right to terminate services and send the account to a third party for collection. It is understood and agreed that Northern may do so for the entire amount remaining on the contract plus any associated costs it will incur in the process.

Organization's Initials	Northern's Initials	2
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# 3.0 OBLIGATIONS OF NORTHERN

Northern shall:

- 3.1 Manage and operate a PSAP and the Fire Dispatch, including all necessary equipment and personnel.
- 3.2 Provide, in its operation of the PSAP and the Fire Dispatch, terminal equipment that permits the utilization of "ALI", "ANI", "Selective Routing and Transfer" and "Call Control" features.
- 3.3 Operate the PSAP and the Fire Dispatch, twenty-four (24) hours a day, seven (7) days a week, 52 weeks a year.
- 3.4 Provide, during its operation of the PSAP and the Fire Dispatch, service for the hearing and voice impaired.
- 3.5 Use its best efforts to provide, whenever reasonably possible, and in response to a particular 9-1-1 or Fire call, the services of a third party for the purpose of providing a multi-language interpretation service. However, Northern does not warrant or represent that this multi-language service will always be available or capable of interpreting any particular language and Northern in no way accepts any liability for the acts or omissions of such a third party nor for its unsuccessful attempt to provide interpretation in any particular instances.
- 3.6 Retain voice records of all 9-1-1 calls recorded and an electronic copy of all Bell PERS E911 ANI/ALI data for one (1) year. Northern is prepared to provide authorized personnel, certified copies of audio recordings as it directly pertains to the Organization's PSAP operation for the purposes of civil litigation and/or criminal proceedings. When provided, Northern will retain the original recordings or records until such proceedings are complete.
- 3.7 Staff the PSAP and the Fire Dispatch Center, at a level appropriate to efficiently handle calls in a manner suitable for emergency situations.
- 3.8 Answer all 9-1-1 calls directed to the PSAP, through the 9-1-1 PERS, from people in the 9-1-1 Serving Area as specified in Schedule B, which is attached and forms part of this Agreement.
- 3.9 Route and transfer all 9-1-1 calls, and where applicable, the associated ANI/ALI information, to a designated Remote Agency within the proper ESZ, as routed by Bell Canada or as deemed appropriate by PASP personnel.
- 3.10 Maintain control of each 9-1-1 call until such call can be transferred to the appropriate Remote Agency.
- 3.11 When the call received is a "Fire" call, handle the dispatch portion of the call according to the instructions as mutually agreed on by the Fire Chief and Northern. When multiple stations are involved, as may be the case with highway calls, use information available and best efforts to dispatch the correct station(s).

Organization's Initials	Northern's Initials	3

- 3.12 Provide reports, the frequency and type of which shall be as mutually determined in consultation with the Organization.
- 3.13 Provide a back-up location to which 9-1-1 calls will be directed in the event that the primary location is unable to accept the calls for any reason.
- 3.14 Provide a back-up location to which Fire calls will be directed in the event that the primary location is unable to accept the calls for any reason.
- 3.15 Provide 60 days' written notice of an increase to the Organization's rates that does not relate to the CPI increase or the population adjustment in section 10 of this agreement.

# 4.0 RESPONSIBILITIES OF THE ORGANIZATION

The Organization shall:

- 4.1 Be responsible for payment for services as referred to in 2.2 of this agreement via automated payment from a bank or credit card or other mutually agreed upon method. Automated payments are taken on the first business day of the month. Should the payment be declined, the invoice amount plus the applicable administration fee is due within thirty (30) days of the invoice date.
- 4.2 Provide to Bell Canada and validate, in written form, all geographical information including the street names, addresses and borders of each and every ESZ within the 9-1-1 Serving Area.
- 4.3 Advise Bell Canada of all changes that may occur in any such geographical information during the term of this Agreement and provide updated information in a format consistent with Bell's requirements.
- 4.4 Designate Remote Agencies and co-ordinate the participation of all such Remote Agencies, within the 9-11 Serving Area.
- 4.5 Warrant and represent that each Remote Agency, within the 9-1-1 Serving Area, and each back-up/Remote Agency shall operate twenty-four (24) Hours a day, seven (7) days a week and will answer and respond to all 9-1-1 calls directed to it from the PSAP.
- 4.6 Provide to Northern, in written form, all geographical information including the street names, addresses and borders of the Fire Dispatch area, a list of all Fire Department personnel and their contact information as well as the names and the contact information of the closest neighboring departments on all sides.
- 4.7 Advise Northern of all changes that may occur in the ESZ as covered by the Fire department, Mutual aid agreements, department personnel etc. during the term of this Agreement.
- 4.8 Under no circumstances discriminate in any way against Northern's personnel nor shall it or any of its personnel or customers verbally abuse in any way Northern's personnel at any time. If events such as these arise, Northern shall, at its absolute discretion, have the right to terminate the Agreement with immediate effect.

Organization's Initials	Northern's Initials	4

# 5.0 <u>LIMITATION OF LIABILITY</u>

- 5.1 The Organization and Northern shall, during the term of this Agreement, maintain sufficient insurance to cover their respective obligations under this Agreement and shall provide evidence of the same to the other party or, if either the Organization or Northern is self-insured, provide to the other party evidence that is satisfactory to that party that the Organization and/or Northern, as the case may be, is and will be, at all relevant times, in a position to face successfully its monetary obligations stemming from liability under the Agreement.
- 5.2 The Organization agrees that Northern is not an insurer and that Northern is not assuming any risk of any damage, loss or injury that may result upon the failure of an emergency call to get to the intended party in a timely manner.
- 5.3 In the event of any loss or damage for any reason whatsoever the Organization's sources of reimbursement are their own resources or their property and liability insurers. The failure of a call to get to it's intended destination in a timely manner, for any reason whatsoever (including Northern's or its agents' or contractors' negligence or gross negligence or substantial or fundamental breach of this agreement), shall not give rise to any liability, for breach of contract, tort or otherwise on Northern's part except to return to the Organization payment of a reasonable value of services not performed fixed at and limited to the return of not more than the annual service fee in the year in which any such loss occurs.
- 5.4 Without limiting the generality of the foregoing in no circumstances shall Northern be responsible for any loss, damage, costs or expense suffered by the Organization or any person claiming through him on account of nor does any warranty given by Northern cover any of the following; (a) any error or omission in doing any act or services required to be done or provided by the Organization; (b) power failure, power surges, or variance or failure of telephone transmission lines or equipment.

# 6.0 FORCE MAJEURE

- 6.1 Northern shall not be held responsible for any damages or delays as a result of war, terrorist activity, invasions, insurrection, demonstrations, or as a result of decisions by civilian or military authorities, fire, flood, strikes and generally as a result of any event that is beyond Northern's reasonable control.
- 6.2 Neither party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. If a party seeks to excuse itself from its obligations under this Agreement due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance.

Organization's Initials	Northern's Initials	5
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# 7.0 IMPLEMENTATION

7.1 Implementation of the PSAP and Fire Dispatch services in the Northern Emergency Services Department described in this Agreement will occur about 60 to 90 days after receipt of all the Fire Department dispatch information requested and as detailed in section 4 of this Agreement. The final actual date must be agreed on by the Organization, Bell Canada and Northern.

# 8.0 CONFIDENTIALITY

- 8.1 Northern and the Organization agree to abide by all applicable legislation with respect to the protection of privacy in effect from time to time.
- Both parties agree to use any and all data and information whether in written, machine readable or other tangible form, or disclosed orally, that is of value to the disclosing party, is not generally known to competitors of the disclosing party, and which is communicated to another party in contemplation of this Agreement (the "Confidential Information") disclosed to them (the "Recipient") by the other party (the "Disclosing Party") (a) only for the purposes of, and in connection with, the performance of their obligations under this Agreement and, for greater certainty, not use Confidential Information for competitive purposes; and (b) hold the Confidential Information in confidence, with at least the same degree of care with which it protects its own confidential or proprietary information, and at a minimum in accordance with reasonably prudent standards. The restrictions in this Agreement on use and disclosure of Confidential Information shall not apply to information that: (c) shall become generally known through no act of the Recipient or is in the public domain or subsequently enters the public domain other than through unauthorized disclosure by the Recipient; (d) was disclosed to the Recipient on a non-confidential basis by a third party having lawful possession and the right to make such disclosure, who was not under an obligation of confidence regarding the information, who was not identified to the Recipient as an agent of the Disclosing Party and provided that the Recipient would not reasonably expect that such third party had obtained such information in a confidential manner from the Disclosing Party; (e) was in the legitimate possession of the Recipient prior to its disclosure hereunder, as evidenced by appropriate records; (f) is independently developed by the Recipient in the future without use of the Confidential Information, as evidenced by appropriate records; (g) is approved in writing by the Disclosing Party for release or other use by Recipient according to the terms set out in such written approval; or (h) upon request for purpose of regulation, program approval examination. or investigation upon order by applicable provincial or federal regulatory agencies and authorities, to the extent required by law or judicial or administrative process, provided that the Disclosing Party is given prior written notice of such order or law and given the opportunity to seek a protective order against such disclosure.

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## 9.0 **DISPUTES**

9.1 Any dispute regarding the interpretation, compliance with or breach of this Agreement will be negotiated in good faith between the parties commencing upon written notice from one party to the other containing a summary of the dispute (the "dispute notice"). All negotiations will be confidential and inadmissible in any subsequent proceeding without both parties' written consent. If the dispute is not resolved by negotiation the parties will refer the dispute to a mediator acceptable to both parties for non-binding mediation. The costs of mediation shall be shared equally by the parties. If the dispute is not settled by mediation the dispute shall be settled by binding arbitration as follows. The arbitration shall be held in accordance with the provisions of the Arbitration Act (Ontario).

# 10.0 TERM AND RENEWAL

- 10.1 This Agreement shall be effective from the 1<sup>st</sup> day of November 2019 and shall run for a term of three (3) years.
- 10.2 On an annual basis (January 1st) the rate may be adjusted by the Consumer Price Index (CPI).
- 10.3 It is agreed that the population number for the area served will be revisited at the end of each twelve (12) month period and adjustments to that number may be made at that time. If the population base has changed more than 10%, the invoiced amount is to be recalculated.
- 10.4 The Organization and Northern agree that at the completion of the initial term, this contract shall renew itself automatically on the same terms and conditions.
- 10.5 Prior to the end of any term, either party to this Agreement may terminate this Agreement upon ninety (90) days written notice prior to the commencement of any automatic renewal period. Should a notice to terminate be given, the Organization shall continue to be obligated to pay for the cost of the PSAP and Fire Dispatch services under this contract to and including the date of such termination and Northern shall continue to be responsible to provide the services outlined in this Agreement.

# 11.0 WAIVER

- 11.1 The failure of any party to this Agreement to enforce at any time any of the provisions of this Agreement or any of its rights in respect thereto or to insist upon strict adherence to any term of this Agreement shall not be considered to be a waiver of such provision, right or term or in any way to affect the validity of this Agreement.
- 11.2 The exercise by any party to this Agreement of any right provided by this Agreement shall not preclude or prejudice such party from exercising any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.
- 11.3 Any waiver by any party hereto of the performance of any of the provisions of this Agreement shall be effective only if in writing and signed by a duly authorized representative of such party.

Organization's Initials	Northern's Initials	7
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# 12.0 SUCCESSORS AND ASSIGNS

- 12.1 This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 12.2 Northern and the Organization may assign or contract their responsibilities as contained in this agreement.
- 12.3 Northern and the Organization shall perform their responsibilities hereunder in compliance with applicable laws.

# 13.0 INTERPRETATION

- 13.1 If any term of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining terms shall remain in full force and effect.
- 13.2 The section headings contained herein are for purposes of convenience only, and shall not be deemed to constitute a part of this Agreement or to affect the meaning or interpretation of this Agreement in any way.

# 14.0 NOTICE

14.1 Any notice required pursuant to this Agreement shall be in writing and delivered personally, emailed or sent by registered mail (with proper postage) to the following addresses:

Northern Communication Services Inc., Operating as "Northern911" 230 Alder Street Sudbury, Ontario P3C 4J2 Email: client.support@northern911.com

The Township of Assiginack & the Assiginack Fire Department 156 Arthur Street Manitowaning, Ontario POP 1N0

Email: assiginackfire@eastlink.ca; clerktreasurer@eastlink.ca

Or to such other addresses either of the parties may indicate in writing to the other. Any notice given in accordance with this shall be deemed to have been received upon delivery if delivered personally, or five (5) days after mailing, or on the Business Day following the day of emailing if sent by email.

Organization's Initials	Northern's Initials	8

# 15.0 ENTIRE AGREEMENT

15.1 Except as otherwise stated herein, this Agreement constitutes the entire agreement of the parties, with respect to the provision and operation of the PSAP and Fire Dispatch services and supersedes any previous agreement whether written or verbal. Should any provision, or any part of any provision, of this Agreement be declared null, void or inoperative, the remainder of the Agreement shall remain in full force and effect and shall be interpreted as a complete entity.

# 16.0 RELATIONSHIP OF THE PARTIES

16.1 The parties hereto do not intend this Agreement or the relationship established hereunder to constitute a partnership, joint venture, relationship of franchiser and franchisee, relationship of principal and agent, or relationship of employer and employee, between Northern and the Organization or between Northern and any officers, directors, employees, agents, clients or contractors of the Organization. The Organization shall have no obligation or authority to bind Northern or to assume or create any obligation or responsibility, expressed or implied, on Northern's behalf, or in its name, nor shall it represent to anyone that it has such power or authority and vice versa.

# 17.0 JURISDICTION

Organization's Initials

17.1 This Agreement shall be governed by and	I interpreted under the laws of the Province of Ontario
Dated thisday of2019	Dated this day of, 2019
The Township of Assiginack & the Assiginack Fire Department	Northern Communication Services Inc., Operating as "Northern911"
Signature of Signing Authority	Signature of Signing Authority
Printed Name	Printed Name
Printed Title	Printed Title

Northern's Initials

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# Schedule "A"

# Rates & Charges

The charges for the provision of services in this agreement are based on the population base in the area served.

The population figure as obtained from the 2016 Census of Population published by Statistics Canada for the initial year is 1,013.

All rates are plus applicable taxes.

The monthly rate for Fire Dispatch services is \$253.25. The monthly rate for PSAP services is \$40.52.

A monthly Telco (line) fee of \$4.96 per account will also be charged. This is to cover some of the telephone costs associated with handling your account. This fee may change on a yearly basis.

For the sake of the environment and quick/automated delivery, our policy is to email all invoices; however, should you require a paper invoice, a fee of \$4.95 per month will apply.

# The rates above include the following:

- Dispatch to a single Station via Page and/or SMS.
- An account in our system configured with an IS script (Intelligent Scripting) so that our Emergency Response Specialists can handle your calls efficiently. Note that your account can be customized according to your needs and specifications.
- Confirmation the dispatch has been received (normally must be confirmed within two minutes).
- Additional support from Northern such as taking status reports from the team (i.e. on scene, returning to hall, other), making support calls to the Police or Ambulance and calling Hydro for a disconnect.
   \*\*\* See note in Additional Services and Rates section below.
- Weekly testing. Note that since testing is a low priority item there will often be some variance between the time the test goes out and the scheduled test time.
- Standard changes to personnel information, account instructions etc.
- Calls are taken in our High Availability Critical infrastructure.
- Able to be dispatched from our completely redundant location should the primary site fail.
- Account is a part of our back up and Disaster recovery plan.

Organization's Initials	Northern's Initials	10
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# Additional Services and Rates for Fire Dispatch:

# IamResponding: The Organization does not require IamResponding.

IamResponding Emergency Responding Reply System<sup>TM</sup> allows the Fire Department to know immediately who is responding to calls and dispatches, where they are responding from, and when they will be responding. IAmResponding also allows for a secondary means of reaching the fire department increasing service reliability. This service is 100% web-based and can be downloaded for free on androids and iPhones.

For less than 100 dispatches per year

\$50 / month

For over 100 dispatches per year

\$100 / month

# Self-reporting: The Organization requires self-reporting at the rate of \$4.95 per month.

A secure Web Portal which provides access to a variety of account reports such as call statistics, call data, and call audio is available. Dual authentication including an RSA token is required. Fee is \$4.95 per month per web portal account.

# Testing: The Organization requires daily testing at the rate of \$150.00 per month.

Weekly testing is included in our Fire Dispatch rate. Daily testing is an additional \$150.00 per month per station. Note that since testing is a low priority item there will often be some variance between the time the test goes out and the scheduled test time.

# **Call-Outs**

The standard dispatch method is to Page all calls and follow-up with an SMS. If there is no response in 2 minutes Northern pages the Team and sends SMS again. If there is no response in 1 additional minute Northern pages the Team, sends SMS a third time and begins calling the list of firefighters immediately. If there is no pager, the standard is to dispatch the call via SMS (text-to-cell) and to immediately begin calling the list of firefighters due to the unreliability and potential delays of SMS.

The rates for call-outs is as follows:

Number of firefighters called	Rate per call-out event
10 or less	\$0.00
11 to 20	\$50.00
20 or more	\$75.00

<sup>\*\*\*</sup> Custom reports, programming, support, services, additional stations, etc. to be negotiated.

# **Discounts:**

The following discounts will be applied to the combined monthly fee as follows;

A 35% discount will be applied for the first six months of service.

A 25% discount will be applied for the following six months of service.

A 15% discount will be applied for the following six months of service.

Regular rates apply thereafter.

Organization	's Initials	Northern's Initials

# Schedule "B"

As determined	by the	Organization	and Be	ll Canada	and to	encompass	only the	ose resi	idents	as in
Schedule "A".		-				•	•			

For clarity, this generally means the Township of Assiginack and Manitowaning.

Organiz		



# Call today. Be live within 24 hours!

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"One of the most important tools we use every day at our station."

-Chief Ken Shuler

**FREE APPS** 









# Why lamResponding?

lamResponding is the original, most reliable and most complete responder tracking system in the industry!

Much more than an app, lamResponding is a complete system, providing more features, more functions, more communication pathways, more benefits, and more value than any other responder tracking product. lamResponding is also delivered via the most reliable web-based network in the industry, with complete local and geographically diverse redundancy and fail-over. With thousands of departments as subscribers, and more than a quarter-million users, lamResponding has been real-world proven for a decade, has processed many millions of calls and dispatches, and has delivered more than 250 million messages to our subscribers. When you need it most, lamResponding is there for you!

And so much more!

- Dispatches to your mobile devices Mapping
- Hydrants Messaging Incident Reporting
- AVL NFIRS Scheduling Member Mapping
  - Records Management
     Station Alerting



Desktop, tablet, mobile



# **BENEFITS AND FEATURES**

lamResponding.com reduces response times by letting you know immediately who is responding to your calls, where they are going, and when they will be there! This saves critical time for fire departments, EMS agencies, SAR and technical rescue teams, and any other incident response teams when responding to emergencies.

#### **HOW IT WORKS**

After receiving a dispatch notification (whether through lamResponding or any other, existing dispatch system), responders either press one button on lamResponding's free apps, or speed dial a pre-programmed toll-free number on any phone. Any Internet connected computer or mobile device instantly displays who is responding, their level of certification/qualification, the time that they are responding, and where they are responding (e.g. scene, station, or any other response location that your department or agency responds to). The whole process takes mere seconds, and any telephone calls are automatically disconnected so that no one is ever driving while on the phone. No one needs to enter any dispatch information. No one needs to answer any telephone or radio calls from any responders. It's that simple!

Desktop, tablet, mobile



#### **BENEFITS**

### With lamResponding.com, you will:

- Know immediately if you have a full crew on the way, or if you need to page additional personnel;
- Stop wasting valuable time waiting for members who are not coming;
- Stop leaving the station just as others are coming around the corner;
- Know who is responding to your station, scene or any other location;
- Make informed decisions about whether to wait for additional personnel who are on their way;
- Be able to assign duties to members before they even arrive at the station or scene;
- Plan your fire ground attack based on who is actually responding;
- Get out with more complete, more effective and safer crews faster; and
- Reduce Response Times!

# **KEY FEATURES**

- 100% web-based no software or unique hardware required, and you do not need to host anything on your computers.
- Works from any type of telephone, and any Internet connected device.
- Viewable simultaneously on an unlimited number of computers and devices.
- No limit to your number of members or number of devices.

# **ON-LINE DEMO**

Call or email today to schedule a live webinar at a time convenient for you!

Call today. Be live within 24 hours!

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# And so much more!

# DISPATCHES TO YOUR MOBILE DEVICES

Dispatches can be automatically sent to all of your mobile devices via many redundant methods, including text message, email, push notification to laR's apps, and alpha pagers. Members control all of their own settings and which devices to send to.

## **INCIDENT MAPPING**



Google Maps<sup>TM</sup> is fully integrated into IaR's mapping systems, displaying the incident location, directions to the scene, and turn-by-turn navigation. Your main station screens can display split maps, showing you both your responding members as they approach the station, and your incident location. IaR maps also include an easy measuring tool to measure structures and the distance to the nearest water source.

#### HYDRANTS AND MAP MARKERS



Easily mark or import all of your hydrants, and they all display on your maps, color coded by flow rate, with

full details available for each hydrant. You can also add 40+ other informative map markers to your maps, such as truss construction information, Knox Box<sup>TM</sup> locations and information, road closures, bridge height and weight restrictions, AED locations, solar panels, drafting sites, known hazards, and many more. Mutual aid departments can see all of each others' hydrants and map markers, making out of district responses much more efficient.

#### **PRE-PLANS**

Upload your pre-plan documents, and pin the applicable location right on your maps. Simply click on the icons to view the pre-plan information.

### **VEHICLE LOCATION MAPPING (AVL)**

See the current location, availability and response status of all of your apparatus right on your IaR maps.

### MASS MESSAGING

You can send unlimited messages to your members via text, email, alpha-pagers and push notifications, from anywhere, and from any Internet connected device. You can configure over 50 messaging groups, save message templates, and schedule messages for future delivery. Members maintain their own contact information, so keeping address information current is simple and easy.

"Best thing to happen to the volunteer fire and EMS service since the pager."

-Chief Fred Detoro

# And so much more!

# SCHEDULING / MEMBER AVAILABILITY



Members can post when they are available/unavailable, as well as formal duty crew scheduling, from any Internet connected device. Easily see who is on duty or available, where they are, what they are on duty for, and when their shift/availability ends. Fully customizable and reportable, with automated shift reminders.

#### **NFIRS / INCIDENT REPORTING**

Full incident reporting for all subscribers, and NFIRS compliant reporting for all US based subscribers, is included in all subscriptions, at no additional cost.

## **RECORDS MANAGEMENT**

Detailed, customizable records management tools are included for the tracking and reporting of training and drills, attendance at events, expiration dates (with automated reminders), apparatus status (in or out of service), and more.

#### **CALENDAR**

Easy, web-based calendar with automated notifications and event reminders, and on-screen and appbased displays of upcoming events.

#### LIVE MEMBER LOCATION MAPPING



When members are responding to an incident, you can see their live location to know quickly and easily where they are and determine whether to wait for them before rolling apparatus. No need to interpret moving dots on maps with laR; members display as color-coded cars that quickly identify Chiefs, officers, firefighters, medical personnel and more.

# STATION ALERTING

When dispatches are received, your station screens sound customized alert tones and verbalize the dispatch information. Hook up speakers to your monitor, and you're all set.

# SO MUCH MORE!

IaR is always innovating and releasing new features. Anything new is included in all subscriptions, at no additional cost. No per module or upgrade costs with IaR; it's all included!

#### **FREE APPS**









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