

MUNICIPALITY



OF ASSIGINACK

BOX 238, MANITOWANING, ONT., P0P 1N0

(705) 859-3196 or 1-800-540-0179

www.assiginack.ca

REGULAR MEETING OF COUNCIL

Tuesday, April 19, 2022 5:00 pm

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 Meeting of March 15, 2022

4. DELEGATIONS

5. REPORTS

- a) Manitoulin Planning Board Report: Amended Consent Application B 22-01

6. ACTION REQUIRED ITEMS

- a) Accounts for Payment : General \$ 100,708.81
Payroll: \$ 22,010.52
- b) POA Provincial Funding Request
- c) Household Hazardous Waste Day and Clean Up Week
- d) Wishing Well Donation

7. INFORMATION ITEMS

- a) Ministry Solicitor General: 2021 EMCPA Compliance
- b) CEMC: 4th Dose Eligibility
- c) Ministry Municipal Affairs: Emergency Order Ending April 27, 2022
- d) Expositor: Salmon Classic
- e) Manitoulin Special Olympics

- f) OMAFRA: H5N1
- g) MOECP: Cybersecurity: Municipal Water Systems

8. BY-LAWS

- a) By-law # 2022-07 Short Term Rental Policy
- b) By-law # 2022-12 Amend Procedural By-law
- c) By-law # 2022-14 Subdivision Agreement
- d) By-law # 2022-15 DataFix Voter View Agreement (Election 2022)

9. CLOSED SESSION

Personnel

10. ADJOURNMENT

**THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK
MINUTES OF THE REGULAR COUNCIL MEETING**

The Regular Meeting of the Council of the Corporation of the Township of Assiginack was held in the Council Chambers on Tuesday, April 5, 2022 at 5:00 pm.

Present: Mayor Dave Ham
Councillor Dave McDowell
Councillor Rob Maguire
Councillor Christianna Jones: Teleconference
Councillor Hugh Moggy

Staff: Alton Hobbs, CAO, Deputy Clerk
Deb MacDonald, Treasurer
Ron Cooper, Public Works Superintendent
Freda Bond, Tax and Utilities Manager
Jackie White, Project & Events Coordinator
Dwayne Elliott, Fire Chief

Press: Tom Sasvari, Expositor

Public: Brenda Reid

OPENING:

075-08-2022 D. McDowell - H. Moggy

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

CARRIED

AGENDA:

#076-08-2022 C. Jones - R. Maguire

THAT we adopt the agenda as presented.

CARRIED

DISCLOSURE OF PECUNIARY INTEREST:

NONE

ANNOUNCEMENTS:

NONE

ADOPTION OF MINUTES:

#077-08-2022 D. McDowell – C. Jones

THAT the Minutes of the Regular Council Meeting of March 15, 2022 be accepted.

CARRIED

#078-08-2022 D. McDowell – R. Maguire

THAT the Minutes of the Public Library Board Meeting of March 2, 2022 be accepted.

CARRIED

DELEGATIONS:

NONE

REPORTS:

#079-08-2022 R. Maguire - D. McDowell

THAT we acknowledge receipt of the Manitowaning Lagoon 2021 Annual Report from the OCWA.

CARRIED

A question was raised regarding a monthly mean treated effluent sample contained in the report. Council agreed to ask OCWA for the explanation.

#080-08-2022 C. Jones – H. Moggy

THAT we acknowledge receipt of the Assiginack Public Library Annual Report 2021 and thank the Board and Staff for their efforts.

CARRIED

ACTION REQUIRED ITEMS:

#081-08-2022 D. McDowell - H. Moggy

THAT Council authorizes the following Accounts for Payment:

General: \$553,180.14;

AND THAT the Mayor and administration be authorized to complete cheques #31806 through #31835 and #31845 through #31890 as described in the attached cheque register report.

CARRIED

A question was raised regarding the High Falls Bridge project timetable. Staff agreed to provide a summary.

#082-08-2022 C. Jones - R. Maguire

THAT Council authorizes the following Accounts for Payment:

Payroll: \$45,696.58;

AND THAT the Mayor and administration be authorized to complete cheques #31797 through #31805 and #31836 through #31844 as described in the attached cheque register report.

CARRIED

#083-08-2022 H. Moggy – D. McDowell

THAT we inform the OPP Manitoulin Detachment that we will provide a \$1,000.00 contribution to offset the equipment costs to implement Project Lifesaver in 2022.

CARRIED

#084-08-2022 H. Moggy - R. Maguire

THAT we confirm the availability of the Arena and grounds to the Southeast Manitoulin Lions Club, at no cost for the Annual Summerfest Weekend, July 15th through 17th, 2022;

AND THAT we also waive any Lions Club lottery license fees for the remainder of 2022.

CARRIED

#085-08-2022 R. Maguire – C. Jones

THAT the following lottery license be issued, subject to the application submitted:

Southeast Manitoulin Lions Club: Raffle

CARRIED

#086-08-2022 C. Jones – R. Maguire

THAT we confirm the 2022 Operating and Capital Budget as presented and ask Staff to prepare and give notice of the required tax ratios and rates by-laws.

CARRIED

INFORMATION ITEMS:

#087-08-2022 H. Moggy – C. Jones

THAT we acknowledge receipt of the following correspondence items:

- a) MMAH: More Homes for Everyone
- b) City of Barrie: Joint and Several Liability
- c) Minister of Canadian Heritage: Ties to Russia and Belarus
- d) MMA: POA Subsidization of Deficits

CARRIED

BY-LAWS:

#088-08-2022 D. McDowell – H. Moggy

THAT By-law # 2022-08, being a by-law to establish a Method of Voting in the 2022 Municipal Election be given first, second, third and final reading and enacted in Open Council.

CARRIED

#089-08-2022 R. Maguire – C. Jones

THAT By-law # 2022-09, being a by-law to establish a Municipal Election Accessibility Plan be given first, second, third and final readings and enacted in Open Council.

CARRIED

#090-08-2022 H. Moggy – D. McDowell

THAT By-law # 2022-10, being a by-law to establish 'Lame Duck' provisions during the 2022 Election period be given first, second, third and final readings and enacted in Open Council.

CARRIED

#091-08-2022 C. Jones – R. Maguire

THAT By-law # 2022-11, being a by-law to establish a Compliance Audit Committee for the 2022 Municipal Election Period be given first, second, third and final readings and enacted in Open Council.

CARRIED

CLOSED SESSION:

NONE

CLOSING:

#092-08-2022 C. Jones - R. Maguire

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

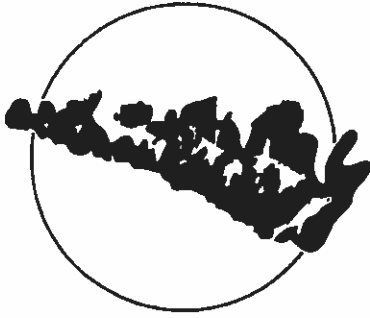
CARRIED

David Ham, MAYOR

Alton Hobbs, CAO/DEPUTY CLERK

5:30 pm

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



MANITOWLING PLANNING BOARD

40 WATER STREET - UNIT 1 - P.O. BOX 240 - GORE BAY - ONTARIO - POP 1H0

☎ 705-282-2237 ☎ 705-282-3142

April 11, 2022

RECEIVED
APR 13 2022

Municipality of Assiginack
Mr. Alton Hobbs, CAO
P.O. Box 238
Manitowaning ON POP 1N0

Dear Mr. Hobbs:

Subject: Amendment to Zoning By-law No. 80-20
Re: Ryan Yiu
File No. 8020ZBL-22-001

Please find the following for your Public Meeting, scheduled for Tuesday, April 19th, 2022 at 5:00 p.m. and for inclusion with your agenda package:

1. Zoning By-law Amendment- Planning Report
2. **Draft By-law (waiting for Plan of Survey to describe the severed and retained parcels)**

The amendment application with sketch and other documentation, including a list of property owners circulated, was sent to you on March 28th, 2022.

Notice of Public Meeting was given to the Municipality, The Rainbow and District School Board, The Ontario Power Generation, The Metis Nation of Ontario, Bell Canada, and all property owners within 120 metres as prescribed by Ontario regulation 545/06.

No objections or concerns have been received in response to notice given to adjacent property owners or to the circulated agencies, etc. We will notify you of any responses, which may be received prior to the Public Meeting scheduled for April 19th, 2022.

By this letter, I hereby certify that proper Notice was given in accordance with Ontario Regulation 545/06, as amended.


Theresa Carlisle, ACST
Secretary-Treasurer

I have written the responses as I would respond to the questions. However, you may wish to deviate using your own words, etc.

Municipality of Assiginack - Alton Hobbs, CAO
April 11, 2022 - continued

Responses to Questions- Meeting Procedure

1. Method Used to Give Notice of Public Meeting

Notice was given in accordance with Ontario Regulation 545/06, Sec. 5(4).

-Prepaid first class mail to every owner of land within 120 meters of the area to which the proposed by-law would apply and the posting of a Notice, clearly visible to the general public

2. Date of Notice - March 28, 2022

- Notice given 22 days in advance of Public Meeting	}	22 days
- Public Meeting - April 19, 2022		
- Notice Given - March 28, 2022		

- 20 days required in advance of Public Meeting - Planning Act Sec. 34(13)

3. Purpose and Reason of By-law Amendment

The Restricted Area Zoning By-law No. 80-20 is to be amended to fulfill conditions of Consent to Sever, File No. B29-21, as imposed by the Manitoulin Planning Board to:

- a) *rezone the subject land from Agriculture (A) Zone to Rural (R) Zone; and*
- b) *permit by Special Provision:*
 - i) *one single family detached dwelling on the proposed severed land and one single family detached dwelling on the proposed retained land; and*
 - ii) *despite section 6.3 c) to permit four (4) accessory wood sheds to be located in the front yard (in front of the dwelling) within the proposed retained land,*

for a parcel of land described as being Part of Lot 20, Conc IV, excepting Part 1, Hwy Plan T-21123, **(TO BE FURTHER DESCRIBED BY SURVEY)**, Township of Sheguiandah Municipality of Assiginack, District of Manitoulin.

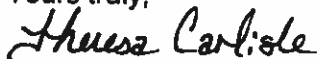
The Public Meeting must be held as scheduled. However, Council may defer Decision should they wish to consider any comments, concerns, or objections that may result from the Public Meeting.

It is advised that a By-law not be approved until the required Plan of Survey, to describe the proposed severed and the proposed retained land, deposited at the Land Registry Office and is received by the Municipality.

Following the Public Meeting and Council Meeting(s) and if a By-law is approved, please email and mail this office the signed By-law as soon as possible. We will then proceed immediately to give Notice of Passing, which must be given within 15 days, as required by the Planning Act of Ontario, Section 34(18), Ontario Regulation 545/06.

Should you have any questions or wish any clarification, do not hesitate to call.

Yours truly,



Theresa Carlisle, ACST
Secretary-Treasurer

Enclosures

MANITOULIN PLANNING BOARD

ZONING BY-LAW AMENDMENT - PLANNING REPORT

April 11, 2022

Applicant/Owner: Ryan Yiu
File No.: 8020ZBL-22-001
Related Files: B29-21
Property Description: Part Lot 20, Conc. IV
Excepting Part 1 Hwy Plan T-21123
Located at #93 High Falls Road
Township of Sheguiandah
Municipality of Assiginack, District of Manitoulin

1. PROPOSAL:

A Zoning Amendment application has been received from Ryan Yiu to fulfill conditions of Consent to Sever, File No. B29-21, as imposed by the Manitoulin Planning Board to:

- a) *rezone the subject land from Agriculture (A) Zone to Rural (R) Zone; and*
- b) *permit by Special Provision:*
 - i) *one single family detached dwelling on the proposed severed land and one single family detached dwelling on the proposed retained land; and*
 - ii) *despite section 6.3 c) to permit four (4) accessory wood sheds to be located in the front yard (in front of the dwelling) within the proposed retained land (#93 High Falls Road),*

for a parcel of land described as being Part of Lot 20, Conc IV, excepting Part 1, Hwy Plan T-21123, **(TO BE FURTHER DESCRIBED BY SURVEY)**, Township of Sheguiandah, Municipality of Assiginack, District of Manitoulin.

2. REASON:

The subject land is within an Agriculture (A) Zone and Conservation (02) Zone. Zoning By-law No. 80-20 for the Township of Assiginack does not permit residential uses in the Agriculture Zone or the Conservation Zone, or permit accessory structures to be located in the front yard (in front of the dwelling). Consent to Sever, File No. B29-21, was conditionally approved subject to approval of a By-law Amendment permitting the above mentioned uses, which will bring the subject land into conformity with the Zoning By-law.

Therefore an Amendment is required.

3. SUBJECT LANDS:

- i) History:

The subject ± 5.12 Hec. parcel of land is an existing lot of record and has been owned by the applicant since July 2020. The land is zoned Agriculture with the exception of a small portion at the northerly part that follows the stream and is within an Conservation (02) Zone.

The applicant proposes to sever a ± 2.5 Hec. parcel of land at the southerly part of the lot and retain a ± 2.6 Hec. parcel of land at the northerly part of the lot (#93 High Falls Road). Residential uses are proposed for both the severed and the retained land. According to the application there are currently four (± 2.4 m. X ± 1.8 m.) wood sheds on the proposed retained land.

Originally (November 2021) the applicant was proposing seasonal residential uses, as the access, known as High Falls Road, was only maintained on a seasonal basis. The condition of approval from the Manitoulin Planning Board (November 2021) was intended for seasonal residential uses. The Municipality have advised (February 2022) that they will now be maintaining the access year round. The applicant now wishes to obtain building permits for year round residential uses. A request to change to the conditions of the Consent to Sever approval from seasonal residential uses to year round residential uses received approval from the Manitoulin Planning Board.

**ZONING BY-LAW AMENDMENT
- PLANNING REPORT - April 11, 2022 - Continued**

- ii) Access: Access is via High Falls Road, a year round maintained municipal road from Hwy No. 6
- iii) Servicing: private individual sewage disposal systems and private well
- iv) Fire Protection: Available
- v) School Bussing: Available
- vi) Garbage Collection/ Disposal: No collection - Disposal at Municipal Waste Disposal Site

4. OFFICIAL PLAN POLICIES:

- i) Official Plan Designation: Rural Area
- ii) Proposed Designation: Same
- iii) Comments:

The lands subject to this proposal will remain designated as being within a Rural Area and all Official Plan Policies applicable thereto will continue to apply. The proposed provisions are considered to be consistent with the policies of the Official Plan for the District of Manitoulin.

5. ZONING BY-LAW (BY-LAW NO. 80-20):

- i) Current Zoning: Agriculture (A) Zone and Conservation (02) Zone
- ii) Proposed Zoning: Rural (R) Zone and Conservation (02)
- iii) Comments:

The proposed amendment to Comprehensive Zoning By-law No. 80-20, if approved, will fulfill conditions of Consent, File No. B29-21, as imposed by the Manitoulin Planning Board and will reflect the proposed uses. There will be no changes to the Conservation (02) Zoning.

6. PROVINCIAL POLICY STATEMENT 2020

This land has not been identified as Prime Agricultural Land by the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) and is therefore considered to be in conformity with the Provincial Policy Statement 2020. With approval of this proposed amendment, there does not appear to be any conflict or adverse impacts to policies expressed by the Provincial Policy Statement 2020.

7. RECOMMENDATIONS:

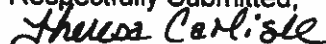
Notice of the Public Meeting was given to the Municipality, the Rainbow and District School Board, Hydro One, Ontario Power Generation and , all property owners within 120 metres as prescribed by Ontario Regulation 545/06. There have no concerns received as a result of the circulation.

Providing there is no extenuating or additional information to be considered, this proposal does not appear to precipitate or cause any undesirable affects on the Planning Area.

Therefore, based on the aforementioned analysis it is recommended the subject application for Zoning By-law Amendment may be approved by Council, if in their judgement the proposal is favourable to the advancement and well being of the Municipality.

However, it is advised that a By-law not be approved until the required Plan of Survey, to describe the subject land, has been deposited at the Land Registry office and is received by the Municipality.

Respectfully Submitted,



Theresa Carlisle, ACST
Secretary-Treasurer

THE TOWNSHIP OF ASSINIBOIA
 CHEQUE DISTRIBUTION REPORT
 Payables Management

ChqNo:	0031911	Date:	2022-04-11	Vendor:	MINISTER OF FINANCE	Amount:	\$22,507.00
	InvNo: 302403221323011		InvDesc: february policing costs			InvAmt:	\$22,759.00
ChqNo:	0031912	Date:	2022-04-11	Vendor:	MUNICIPAL PROPERTY ASSESSMENT CORP.	Amount:	\$10,045.89
	InvNo: 1800030473		InvDesc: 2022 2nd qtr installment			InvAmt:	\$10,045.89
ChqNo:	0031913	Date:	2022-04-11	Vendor:	NEW NORTH FUELS INC	Amount:	\$4,266.53
	InvNo: 611352		InvDesc: pw-nozzle			InvAmt:	\$134.47
	InvNo: 614251		InvDesc: pw-dyed diesel			InvAmt:	\$999.09
	InvNo: 614252		InvDesc: pw-diesel			InvAmt:	\$3,132.97
ChqNo:	0031914	Date:	2022-04-11	Vendor:	NORTHERN 911	Amount:	\$460.08
	InvNo: 21216-04012022		InvDesc: april 911 dispatch			InvAmt:	\$460.08
ChqNo:	0031915	Date:	2022-04-11	Vendor:	PACIFIC TIER SOLUTIONS INC	Amount:	\$32.44
	InvNo: 7674		InvDesc: march ecommerce fees			InvAmt:	\$32.44
ChqNo:	0031916	Date:	2022-04-11	Vendor:	PERRY NEWMAN	Amount:	\$255.85
	InvNo: APRIL 4 2022		InvDesc: mleca membership reimb			InvAmt:	\$120.00
	InvNo: APRIL 11 2022		InvDesc: bylaw enforcement mileage			InvAmt:	\$135.85
ChqNo:	0031917	Date:	2022-04-11	Vendor:	PITNEY BOWES	Amount:	\$219.98
	InvNo: 3201952221		InvDesc: postage meter lease			InvAmt:	\$219.98
ChqNo:	0031918	Date:	2022-04-11	Vendor:	RECEIVER GENERAL	Amount:	\$19,080.74
	InvNo: MARCH 2022		InvDesc: march source deductions			InvAmt:	\$19,080.74
ChqNo:	0031919	Date:	2022-04-11	Vendor:	SUPERIOR PROPANE INC.	Amount:	\$1,225.72
	InvNo: 38313416		InvDesc: arena-cylinder rental			InvAmt:	\$23.73
	InvNo: 38313415		InvDesc: pw-cylinder rental			InvAmt:	\$11.87
	InvNo: 38462124		InvDesc: fd-propane			InvAmt:	\$1,190.12
ChqNo:	0031920	Date:	2022-04-11	Vendor:	JAMES MACKENZIE	Amount:	\$102.00
	InvNo: MARCH 2022		InvDesc: fd-firewrks certification			InvAmt:	\$102.00
ChqNo:	0031921	Date:	2022-04-11	Vendor:	LES HUGHSON	Amount:	\$50.00
	InvNo: APRIL 5 2022		InvDesc: coyote pred (1) claim			InvAmt:	\$50.00
ChqNo:	0031922	Date:	2022-04-11	Vendor:	KATELYN LENTIR	Amount:	\$84.75
	InvNo: 2022 SUMMER		InvDesc: marina student - training			InvAmt:	\$84.75
ChqNo:	0031923	Date:	2022-04-11	Vendor:	CANDICE IRWIN	Amount:	\$632.80
	InvNo: 241		InvDesc: pec march dance classes			InvAmt:	\$632.80
ChqNo:	0031924	Date:	2022-04-11	Vendor:	MANITOULIN NORTHSHORE VICTIM SERVICES	Amount:	\$1,000.00
	InvNo: 2022 DONATION		InvDesc: donation project lifesaver			InvAmt:	\$1,000.00
ChqNo:	0031925	Date:	2022-04-11	Vendor:	WINDOWS UNLIMITED	Amount:	\$11,350.05
	InvNo: 885227		InvDesc: admin/lib cleaning			InvAmt:	\$3,003.92
	InvNo: 885248		InvDesc: 2 mmth adv prk main/grass cutt			InvAmt:	\$6,735.88
	InvNo: 885249		InvDesc: po cleaning (advance)			InvAmt:	\$1,610.25

THE TOWNSHIP OF ASSINIBOIA
CHEQUE DISTRIBUTION REPORT
Payables Management

ChqNo: 0031926	Date: 2022-04-11	Vendor: WOOD WYANT CANADA INC	Amount: \$274.59
InvNo: 895865	InvDesc: arena-blades/hose for flr clnr	InvAmt: \$274.59	
ChqNo: 0031927	Date: 2022-04-11	Vendor: WORKPLACE SAFETY & INSURANCE BOARD	Amount: \$6,274.59
InvNo: JAN-MAR 2022	InvDesc: jan-march 2022 wsib contrib	InvAmt: \$6,274.59	
ChqNo: 0031928	Date: 2022-04-11	Vendor: MCDUGALL FUELS	Amount: \$165.43
InvNo: 5748923A	InvDesc: arena-propane(zamboni)	InvAmt: \$165.43	

*** End of Report ***

Report Total:

\$100,708.81

Payment #	Amount	Date	Batch #	Employee ID	Employee Name	Status	Payment Method
0031891		2022-04-11	04/11COMB	122	HOBBS, ALTON	OUTSTANDING	Cheque
0031892		2022-04-11	04/11COMB	126	MacDONALD, DEBORAH	OUTSTANDING	Cheque
0031893		2022-04-11	04/11COMB	133	BOND, FREDA	OUTSTANDING	Cheque
0031894		2022-04-11	04/11COMB	219	JONES, CHRISTIANNA	OUTSTANDING	Cheque
0031895		2022-04-11	04/11COMB	367	QUACKENBUSH, MICHAEL	OUTSTANDING	Cheque
0031896		2022-04-11	04/11COMB	378	MILLETTE, SHELBA	OUTSTANDING	Cheque
0031897		2022-04-11	04/11COMB	383	MENDE, JONATHAN	OUTSTANDING	Cheque
2985		2022-04-11	04/11COMB	106	WOOD, STEVEN	OUTSTANDING	Direct Deposit
2986		2022-04-11	04/11COMB	118	COOPER, RONALD	OUTSTANDING	Direct Deposit
2987		2022-04-11	04/11COMB	168	STRONG, GERRY	OUTSTANDING	Direct Deposit
2988		2022-04-11	04/11COMB	211	MOGGY, HUGH	OUTSTANDING	Direct Deposit
2989		2022-04-11	04/11COMB	218	MCDONELL, DAVID	OUTSTANDING	Direct Deposit
2990		2022-04-11	04/11COMB	220	HAM, DAVID	OUTSTANDING	Direct Deposit
2991		2022-04-11	04/11COMB	221	MAGUIRE, ROBERT	OUTSTANDING	Direct Deposit
2992		2022-04-11	04/11COMB	301	ROBINSON, DEBBIE	OUTSTANDING	Direct Deposit
2993		2022-04-11	04/11COMB	323	WHITE, JACQUELINE	OUTSTANDING	Direct Deposit
2994		2022-04-11	04/11COMB	362	SAGLE, EDDY	OUTSTANDING	Direct Deposit
2995		2022-04-11	04/11COMB	364	BOND, KYLE	OUTSTANDING	Direct Deposit
2996		2022-04-11	04/11COMB	365	BOWERMAN, COLE	OUTSTANDING	Direct Deposit
2997		2022-04-11	04/11COMB	370	LENTIR, CRYSTAL	OUTSTANDING	Direct Deposit
2998		2022-04-11	04/11COMB	381	COOPER, JEREMY	OUTSTANDING	Direct Deposit
2999		2022-04-11	04/11COMB	386	NEWMAN, PERRY	OUTSTANDING	Direct Deposit

Total : \$22,010.52

Manitoulin Municipal Association

8 Bailey Line Road

Evansville, Ontario

POP 1EO

705-282-0624

burpeemills@vianet.ca

RESOLUTION 2022-10 Moved by Hugh Moggy, Seconded by Dan Osborne

WHEREAS Northeastern Manitoulin and the Islands has submitted a resolution as follows to the Federation of Northern Ontario Municipalities.

WHEREAS the Town of Gore Bay on behalf of the Board of Management known as the District of Manitoulin Provincial Offences Act (POA) Management Board has entered into an agreement with the Attorney General of Ontario to oversee the administration and prosecution relating to proceedings commenced under Parts I and II of the POA Act and the administration of Part III;

And whereas the cost of providing the service has outpaced the revenue generated from the services provided;

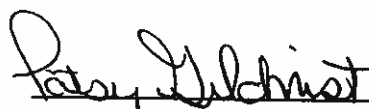
And whereas downward trends occurring in the balance between revenue and expenses stem from ongoing systemic issues in the tickets and court processes that were becoming evident prior to the advent of COVID-19 issues;

And whereas the administration and prosecution of Provincial Offences is a Provincial responsibility that should not be subsidized by the municipalities through local property taxation;

Now therefore be it resolved that the Town of Northeastern Manitoulin and the Island petition the Province of Ontario to adequately fund the operation of the POA and reimburse the Board of Management for current and past deficits.

The Manitoulin Municipal Association supports this resolution. A copy will be sent to each Manitoulin Municipality requesting their council's support for the NEMI resolution and submission to the Federation of Northern Ontario Municipalities.....carried.

This is a true copy of Resolution 2022-10 passed at the Manitoulin Municipal Association Meeting on March 16, 2022.



Patsy Gilchrist, Secretary-Treasurer

RECEIVED

MAR 21 2022

Municipality of
CENTRAL MANTOULIN

P.O. BOX 187, 6020 HWY #542
MINDEMOYA, ON POP ISO
PHONE: (705) 377-5726 FAX: (705) 377-5585
EMAIL: centralm@amtelecom.net



April 6, 2022

Township of Assiginack
P.O. Box 238,
Manitowaning, ON
POP 1N0

Attn: Participant Municipality

Dear Council

RE: Household Hazardous Waste Day

The Municipality of Central Manitoulin is once again preparing for Household Hazardous Waste Day. To avoid conflict with Canada Day, the HHWD scheduled date for 2022 will be Saturday July 23, 2022 from 1:00 p.m. to 4:00 p.m. It will still be located at 7 Lakeshore Rd in Mindemoya (municipal road shed). In partnership with the Town of N.E.M.I. we will continue to utilize Drain-All, which is the same company as last year.

Central Manitoulin would like to ensure that your municipality will be participating this year. The division of costs will still be based on number of households from your municipality, who attend the event. **As in past events it is expected that all participating municipalities will send a volunteer to help in the event.** Please let us know by May 27, 2022 if you will be participating, as advertisements will need to be prepared. We will also be preparing a mass mailer for our municipality and we can supply you with a copy so that you can mass mail to your municipality if you so choose.

If you have any questions or require any further information I can be contacted at the above phone number or you can e-mail me at centraldc@amtelecom.net.

Sincerely,

A handwritten signature in black ink that reads "Denise Deforge".

Denise Deforge
Treasurer



RECEIVED
APR 13 2022

To: Township of Assiginack

From: TerraStar Building Products Inc

Date: April 19, 2022

Subject: Wishing Well Donation

Good morning:

The Management and Staff of TerraStar Building Products have constructed a Wishing Well (picture attached) which we would like to donate to the community, to be installed at the Manitowaning Waterfront, adjacent to the existing parking area.

It has been a labour of love from the staff at TerraStar and we feel it would be both an added attraction and benefit to the community as it is functional as well as attractive. It is designed to accept coin offerings that can be directed to support various community beneficiaries or groups at the Township's discretion.

We can deliver it at your convenience and only ask the Municipality place and maintain it.

Best Wishes!

Management & Staff

TerraStar Building Products



35C Meredith Street / P.O. Box 130 Manitowaning, Ontario P0P 1N0
Telephone: 705.859.3637 / Email: terrastar@eastlink.ca / Website: www.terrastar.ca

Ministry of the Solicitor General

Office of the Fire Marshal and
Emergency Management

25 Morton Shulman Avenue
Toronto ON M3M 0B1
Tel: 647-329-1100
Fax: 647-329-1143

Ministère du Solliciteur général

Bureau du commissaire des incendies
et de la gestion des situations
d'urgence

25 Morton Shulman Avenue
Toronto ON M3M 0B1
Tél. : 647-329-1100
Télééc. : 647-329-1143



RECEIVED

APR 01 2022

April 01, 2022

Your Worship David Ham
Township of Assiginack
P.O. Box 238, 156 Arthur Street
Manitowaning, ON P0P1N0

Dear Mayor David Ham:

As the Chief of Emergency Management for Ontario, it is incumbent on me to monitor, coordinate and assist municipalities with their respective municipal emergency management programs in accordance with the Emergency Management and Civil Protection Act (EMCPA). To confirm municipalities are in compliance with the EMCPA, every municipality in Ontario submits a compliance package to Emergency Management Ontario on a yearly basis.

Emergency Management Ontario (EMO) has reviewed the documentation submitted by your Community Emergency Management Coordinator (CEMC) and have determined that your municipality was compliant with the EMCPA in 2021.

The safety of all our citizens is important, and one way to ensure that safety is to ensure that your municipality is prepared in case of an emergency. We congratulate you on your municipality's efforts in achieving compliance in 2021. I look forward to continuing to work with you to support your continued compliance on an ongoing basis.

If you have any questions or concerns about this letter, please contact our Emergency Management Field Officer assigned to your Sector; their contact information is below.

Name: SarahJacob
Email: sarah.jacob@ontario.ca
Phone: 249-878-5920

Sincerely,

Teepu Khawja
Assistant Deputy Minister and Chief, Emergency Management

cc: Jeff Edwards - CEMC
Sarah Jacob - Field Officer - Killarney Sector

From: Jeff Edwards <edwardsjeff2003@yahoo.ca>
Sent: April 6, 2022 8:34 AM
To: Pam Lortie; Municipal Clerk; Alton Hobbs; Mike Pichor
Subject: Fw: Ontario Expanding Fourth-Dose Eligibility

RECEIVED
APR 06 2022

FYI

----- Forwarded Message -----

From: Ontario News <newsroom@ontario.ca>
To: "edwardsjeff2003@yahoo.ca" <edwardsjeff2003@yahoo.ca>
Sent: Wednesday, April 6, 2022, 08:03:05 a.m. EDT
Subject: Ontario Expanding Fourth-Dose Eligibility



NEWS RELEASE

Ontario Expanding Fourth-Dose Eligibility

Additional booster dose will provide an extra layer of protection against severe illness and hospitalization

April 06, 2022
[Ministry of Health](#)

TORONTO — The Ontario government, in consultation with the Chief Medical Officer of Health, is expanding eligibility for fourth doses of the COVID-19 vaccine to individuals aged 60 and over as well as First Nation, Inuit and Métis individuals and their non-Indigenous household members aged 18 and over starting on April 7, 2022. Expanding booster eligibility will provide an extra layer of protection against the Omicron and BA.2 variants and, in addition to antivirals, are another tool the province is using to live with and manage COVID-19.

"As we continue to live with COVID-19, we are using every tool available to manage this virus and reduce its impact on our hospitals and health system, including by expanding the use of booster doses," said Christine Elliott, Deputy Premier and Minister of Health. "Vaccines are our best defence against COVID-19 and its variants. Because of our exceptionally high vaccination rates and Ontario's cautious approach, we currently have one of the lowest hospitalization rates in the country and have performed well throughout this pandemic when compared to other similar sized provinces and states. I encourage everyone who's eligible to get boosted as soon as you're able."

Starting on Thursday, April 7 at 8:00 a.m., eligible individuals will be able to book their fourth dose appointment through the [COVID-19 vaccination portal](#) or by calling the Provincial Vaccine Contact Centre at 1-833-943-3900, directly through public health



units that use their own booking systems, through Indigenous-led vaccination clinics, [participating pharmacies](#), and participating primary care settings.

Locations and timing for additional boosters may vary by public health unit based on local planning and considerations.

Ontario has been offering fourth doses of the COVID-19 vaccine since [December 30, 2021](#) to vulnerable populations including residents of long-term care homes, retirement homes, First Nation elder care lodges and older adults in other congregate care settings that provide assisted-living and health services. Providing additional boosters to these groups has helped to prevent serious outcomes in the population during the Omicron wave.

All eligible Ontarians are encouraged to get their fourth dose as soon as possible. As with vaccines for other diseases, you are protected best when you stay up to date.

Quick Facts

- As of April 5, 2022, Ontario has administered more than 32 million doses of the COVID-19 vaccine, with more than 92 per cent of Ontarians aged 12 and over having received at least one dose, more than 91 per cent having received a second dose and more than 55 per cent having received a booster.
- If you have questions about your eligibility, please contact the Provincial Vaccine Contact Centre at 1-833-943-3900 (TTY for people who are deaf, hearing-impaired or speech-impaired: 1-866-797-0007), which is open seven days a week from 8 a.m. to 8 p.m. and capable of providing assistance in more than 300 languages.
- As of April 5, over 72 per cent of long-term care residents have received their fourth dose.

Additional Resources

- [Staying Up to Date with COVID-19 Vaccines: Recommended Doses](#)
- For public inquiries, please contact the Provincial Vaccine Contact Centre at 1-833-943-3900 (TTY for people who are deaf, hearing-impaired or speech-impaired: 1-866-797-0007).
- For resources in multiple languages to help local communication efforts in responding to COVID-19, visit Ontario's [COVID-19 communication resources webpage](#).
- Visit Ontario's [website](#) to learn more about how the province continues to protect the people of Ontario from COVID-19.

Media Contacts



Chelsea Tucker

Minister Elliott's Office

chelsea.tucker@ontario.ca

Anna Miller

Communications Division

media.moh@ontario.ca

416-314-6197

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**Ministry of
Municipal Affairs
and Housing**

Office of the Minister
777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7000

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre
777, rue Bay, 17^e étage
Toronto ON M7A 2J3
Tél. : 416 585-7000



RECEIVED
APR 06 2022

234-2022-1674

April 6, 2022

Dear Head of Council:

For the past two years, you, your council colleagues and municipal staff have been at the forefront of the response to COVID in Ontario. I deeply appreciate your continued collaboration with the province and your inspiring dedication.

With key public health and health system indicators continuing to remain stable or improve, Ontario is cautiously and gradually easing public health and workplace safety measures with [all remaining measures, directives and orders to end by April 27, 2022](#).

Today I am writing to inform you of the status of the emergency orders that were led by my ministry and made in early 2020 under the *Emergency Management and Civil Protection Act*, and later continued under the *Reopening Ontario Act, 2020*, to help municipalities address some of the challenges brought on by the pandemic.

The Work Deployment Measures for Municipalities Order will end on April 27, 2022

Since April 16, 2020, [O. Reg. 157/20](#), Work Deployment Measures for Municipalities (order) provided municipalities with the flexibility to deploy certain staff to where they were needed most in response to COVID-19 pressures.

The order was a temporary measure and, in line with the province's lifting of public health measures, it will end on April 27, 2022.

Any deployments your municipality has made using the authority in the order will need to end by April 27, 2022. If your municipality is relying on the order to deploy staff, it is important to work collaboratively and in good faith with your bargaining agents to develop staffing plans beyond April 27, 2022.

The Patios Order will end on April 27, 2022

[O. Reg. 345/20](#), Patios, eliminated Planning Act requirements for notice and public meetings and removed the ability to appeal when municipalities passed temporary use by-laws for new or expanded restaurant and bar patios. This allowed municipalities to pass or amend these by-laws quickly to address local circumstances and needs as they evolved.

The order was a temporary measure and, in line with the province's lifting of public health measures, will end on April 27, 2022.

As the order will end on April 27, 2022, your municipality may wish to consider making any necessary changes to temporary use by-laws for restaurant and bar patios prior to this date. Changes were made as part of Bill 13, the *Supporting People and Businesses Act, 2021* in December 2021 to help streamline the planning system and provide municipal councils broader authority to allow more planning decisions to be made by committees of council or staff. Municipalities can now delegate decisions dealing with minor amendments to zoning by-laws, such as temporary use by-laws, should they choose to (and subject to having appropriate official plan policies in place).

Temporary Health or Residential Facilities

[O. Reg 141/20](#) came into effect on April 9, 2020. It has exempted temporary shelters and health facilities, established to respond to the effects of the pandemic, from the requirement to obtain a building permit or a change of use permit under the Building Code Act, from complying with the technical requirements of the Building Code and with certain by-laws and approvals under the Planning Act, subject to certain conditions related to protecting public health and safety.

This order will also end on April 27, 2022. I understand that some of these temporary facilities are still in use to respond to the effects of the pandemic. I intend to make amendments to the Building Code that would continue to exempt these facilities from the need for a building permit and compliance with the Building Code on a temporary basis, while ensuring they continue to be regularly inspected. Your municipality may wish to consider if any new temporary use or zoning by-laws or amendments to existing temporary use or zoning by-laws may be needed before the order ends on April 27, 2022.

There may be other emergency orders that are ending and may impact your municipality. For the latest information, please visit the government's page on [COVID-19 emergency information](#).

If your municipality has any questions about any of the changes outlined above, we encourage your staff to contact [your local Municipal Services Office](#).

Thank you again for your continued support in protecting the health and well-being of Ontarians while delivering the services they depend upon.

Sincerely,



Steve Clark
Minister of Municipal Affairs and Housing

C: Chief Administrative Officers
Municipal Clerks
Kate Manson Smith, Deputy Minister of Municipal Affairs and Housing
Brian Rosborough, Executive Director, Association of Municipalities of Ontario

THE MANITOULIN EXPOSITOR SALMON CLASSIC

RECEIVED
APR 06 2022

Dear friend in tourism,

After a two-year hiatus because of the pandemic, we are pleased to announce that we're finally organizing the fifth edition of The Manitoulin Expositor Salmon Classic. (That would have been the 2020 event in ordinary times.)

The 2022 event will run from Saturday, July 30 until noon on Sunday, August 21.

The original concept was to create a summer event that would appeal to a cadre of anglers who hadn't been fishing these waters for a generation.

We are pleased to say that this has proved to be very successful and that, in 2019, we had almost exactly 850 participants, most of whom travelled to Manitoulin expressly to participate in this event.

Our goal was and remains bringing this niche group of tourists here to enjoy our waters, compete for substantial cash prizes and to enhance the Island economy as participants purchase lodging, food, fuel, bait and make use of our fine marinas. We aim to eventually reach a goal of 1,000 participants.

Once again, we are soliciting cash sponsorships and prizes, which is used exclusively to promote the event off-Island.

For Manitoulin, The Expositor provides print marketing, social media campaigns, website advertising and plenty of posters placed prominently on the Island, the North Shore and in Sudbury.

Your contribution is welcome and essential to building Manitoulin's Salmon Classic to the major event it can be. In fact, when the decision was made to cancel the 2020 event because of COVID-19 regulations and concerns, the Ontario Association of Anglers and Hunters commented prominently in its Ontario Out of Doors Magazine that this was unfortunate because ours is one of the three main salmon derby events in Ontario. It's time to bring it back.

You will see that we have decided this summer to shorten the length of the Classic from nearly a month to three weeks and this decision has been made in the interests of conservation, to move back from the time that salmon in particular are massing to swim up streams to spawn. We live and we learn!

The cash prizes will remain the same.

If you have any questions, please call or email me.

Thanks very much for your support,

Dave Patterson
The Manitoulin Salmon Classic Coordinator
Phone: 705-368-2744 • Cell 705-968-0237
Email: info@fishmanitoulin.com



Please consider a sponsorship this year.

Below are the sponsorship packages. Please select your level of sponsorship by ticking the appropriate box and filling out the form of sponsorship (Monetary or Prize).
(Please return this sheet in the envelope supplied.)

\$100 – Contributor

- One (1) Entry Ticket to 2022 Salmon Classic
- Logo on fishmanitoulin.com sponsor page

\$200 – Bronze

- One (1) Entry Ticket to 2022 Salmon Classic
- Logo on fishmanitoulin.com sponsor page
- Small Logo on posters, handouts and some advertisements

\$500 – Silver

- Two (2) Entry Tickets to 2022 Salmon Classic
- Logo on fishmanitoulin.com sponsor page with link back to your website or email
- Medium Logo on posters, handouts and all advertisements

\$1,000 – Gold

- Five (5) Entry Tickets to 2022 Salmon Classic
- Logo on fishmanitoulin.com sponsor page with link back to your website or email
- Logo on main page of fishmanitoulin.com with link back to your website or email
- Large Logo on posters, handouts and all advertisements

\$2,500 – Platinum

- Ten (10) Entry Tickets to 2022 Salmon Classic
- Logo on fishmanitoulin.com sponsor page with link back to your website or email
- Logo on main page of fishmanitoulin.com with link back to your website or email
- Large Logo on posters, handouts and all advertisements
- Sponsorship of the live leaderboard. Large logo

I will be making a monetary sponsorship.

I will be making a prize sponsorship.

Name: _____

Address: _____

Phone: _____ Email: _____

Description of Prize (if sponsoring with prize):



To discuss being part of the 2022 Salmon Classic please contact Dave (705) 368-2744 or email info@fishmanitoulin.com

Please use the enclosed pre-paid and addressed envelope for your reply.

We are want to collect sponsorships, in all forms, by **April 22, 2022.**

Thank you for your consideration and support as we all try together to grow the Island economy.

Sincerely,

Dave Patterson,
The Manitoulin Expositor Salmon Classic Coordinator



RECEIVED

APR 08 2022

Manitoulin Special Olympics has shared the love of sport and sportsmanship to over 60 athletes on Manitoulin Island. *Special Olympics* itself provides sports training and competition for children and adults with intellectual disabilities. However, it has become so much more than that! It has created a confidence in our individuals. It has gotten many to smile and laugh without being judged. It has provided a feeling of inclusion and accomplishment. It has had the ripple effect here on Manitoulin and we have developed an even larger community of supporters.

We run 7 sport programs, all of which require funds to provide equipment, training, transportation and registration to compete. We came up with an enjoyable way to raised funds 13 years ago by having one large fundraiser that our athletes can volunteer with instead of the many bake sales and raffles of the past.

Bluegrass in the Country is run by volunteers and 100% of all the money raised go directly into the Manitoulin Special Olympics bank account.

We are grass roots but have managed to obtain some quality coaches that have provided opportunity for our athletes to qualify at Regionals, Provincials, Nationals and have even medaled at the World Games.

Bluegrass in the Country is held at the fairgrounds in beautiful Providence Bay, Manitoulin Island. It will be held from Thursday to Sunday: June 9-12, 2022. This year we are have the amazing Claire Lynch headlining our show, she is a three time award winning Female Vocalist of the year for the International Bluegrass Music Association's. Claire has recorded with the likes of Dolly Parton, Linda Ronstadt and Emmy Lou Harris. Also performing will be Rescue Junction, Sweetgrass, Robbie Shawana, Double Barrel, Bonita Mercer, The Schotts, Alicia Robicheau and Avery Drive.

It takes a lot of **volunteers** and of course, **financial support**. We know the past two years have been very difficult times for many individuals and businesses so we ask that you take time to consider our request and if possible, become a "Bluegrass in the Country" sponsor. If you are unable to financially support this endeavor we totally understand and wish you all the best as the province begins to open up.

In becoming an official sponsor for our event, this will allow us to get the ball rolling and cover the start-up costs associated with the bands. In return, your business will be featured at our event over the four day period. We will continually promote your business by using a large advertising screen beside the stage at our event. Your company name will also be displayed on our Bluegrass in the Country website for a year and official receipts will be issued.

\$500 PLATINUM SPONSOR will receive 6 weekend passes to our event and Platinum advertising coverage at the event.

\$100 GOLD SPONSOR will receive 2 weekend passes to our event and Gold advertising coverage at the event.

\$50 SILVER SPONSOR will receive Silver advertising coverage at the event..

We need your help to keep our programs running.

Please make cheques payable to:

Manitoulin Special Olympics 13339 Hwy 540 Gore Bay, ON P0P 1H0

If you have any further questions, please contact me at (705) 282-7282.

Thank you for your support,

John Featherstone
Bluegrass in the Country Organizer

Please include a Business Card with
your payment for our Electronic
Sponsor Board
Or email to : hastrain1963@gmail.com

Ministry of Agriculture,
Food and Rural Affairs

Ministère de l'Agriculture, de
l'Alimentation et des Affaires rurales

Office of the Minister

Bureau du ministre

77 Grenville Street, 11th Floor
Toronto, Ontario M7A 1B3
Tel: 416-326-3074
www.ontario.ca/OMAFRA

77, rue Grenville, 11^e étage
Toronto (Ontario) M7A 1B3
Tél. : 416 326-3074
www.ontario.ca/MAAARO



April 8, 2022

Alton Hobbs
CAO
Township of Assiginack
ahobbs@assiginack.ca

RECEIVED
APR 11 2022

Dear Mr. Hobbs,

The Canadian Food Inspection Agency (CFIA) has confirmed cases of highly pathogenic avian influenza (H5N1) in Ontario.

While the CFIA leads the disease response for highly pathogenic avian influenza, and has imposed permitting requirements in defined areas of the province, I am writing to inform you and your constituents that Ontario is taking action to help limit the spread of the virus in the province.

On the advice and recommendation of the Chief Veterinarian for Ontario, I have issued a Minister's Order under the *Animal Health Act, 2009*, for the purpose of limiting the commingling of birds from different locations in Ontario, in order to reduce the likelihood of disease transmission in domestic birds by limiting direct contact.

Effective April 9, 2022, this Order temporarily prohibits events where birds commingle, such as bird shows, bird sales and swaps, portions of fairs where birds are exhibited, sport and educational displays where birds are brought from multiple locations, vaccination gatherings for birds from multiple locations, and prohibits the movement of birds to those events. Temporarily reducing direct contact between birds from different locations will limit the spread of avian influenza and protect flock health. This Order will expire on May 9, 2022, but may be extended if required.

This Order builds on the government's actions to limit the spread of avian influenza, including increasing surveillance and testing capacity and providing education and resources for all those along the poultry supply chain. As well, the Ontario government has expanded mental health supports for farmers and their families.

I also continue to encourage your constituents to further enhance their biosecurity measures.

If your municipality permits backyard flocks, I strongly encourage you to share these essential resources with them. Additionally, I am asking you to take a proactive approach in limiting public events that involve the commingling of birds.

Avian influenza subtype H5N1 has been identified in Ontario, and eight other provinces, including Nova Scotia, and Alberta, as well as numerous US states Avian influenza is not a threat to food safety but impacts domesticated and wild birds. Ontario poultry and eggs are safe to eat when, as always, proper handling and cooking takes place. People working with poultry should take additional precautions and are strongly encouraged to follow all public health guidelines and maintain strict biosecurity.

I understand that temporarily stopping participation in these activities is disappointing news for many Ontario farmers, bird owners and hobbyists. By pausing these activities in the short term, I firmly believe we will help protect the poultry industry for the long term.

For more information on the Minister's Order, please visit [NEWSROOM](#) and [OMAFRA's Avian Influenza webpage](#).

The Ontario Ministry of Agriculture, Food and Rural Affairs continues to monitor this quickly developing situation and may implement further measures as part of the response to this disease.

I appreciate your cooperation as we continue to work together to enhance biosecurity and reduce the spread of avian influenza.

Sincerely,



Lisa M. Thompson

Minister of Agriculture, Food and Rural Affairs

Resources:

- [OMAFRA Avian Influenza Website](#)
- [CFIA Avian Biosecurity – Protect Poultry, Prevent Disease](#)
- [Checklist to Implementing an Effective Biosecurity Plan](#)
- [Suggested Solutions for Farmers – Deterring Migratory Birds](#)
- [Biosecurity Recommendations for Small Flock Poultry Owners](#)
- [How to prevent and detect disease in backyard flocks and pet birds](#)
- [Biosecurity for Small Poultry Flocks During High Risk Periods for Avian Influenza](#)
- [Mental health resources for farmers](#)

THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK

By-Law # 22-07

SHORT-TERM ACCOMODATIONS

BEING a by-law to licence, regulate and govern short term rental and/or accommodation uses within the Township.

WHEREAS The Municipal Act S.O. 2001, authorizes a municipality to provide for a system of licences with respect to a business and to regulate and govern any business carried on within the municipality;

AND WHEREAS the Municipal Act S.O. 2001 authorizes a municipality to require the payment of licence fees and to pass By-laws to impose fees or charges for permits and services;

AND WHEREAS the Municipal Act S.O. 2001 authorizes a municipality to add outstanding fees and charges to the tax roll and collect them in the same manner as municipal taxes;

AND WHEREAS notice of a public meeting was given, and a public meeting was held, at which time any persons who attended had an opportunity to make representation with respect to this By-law or to provide written comments;

AND WHEREAS the Council of the Corporation of the Township of Assiginack has duly considered representations and written comments with respect to this By-law;

AND WHEREAS the Council of the Corporation of the Township of Assiginack considers it desirable to exercise its licencing powers, including the imposition of setting out the conditions as presented in this By-law;

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

1. **Short Title:** This By-law may be cited as the "Short-Term Accommodation By-law" or "STA By-law" or "Accommodations By-law"
2. **Definitions:** Words or phrases contained herein this By-law, and which are not defined by this By-law, are firstly to be assigned the definition or meaning attributed to them in the applicable zoning By-law and failing such a definition or meaning prescribed there, the everyday meaning of such a word or phrase shall be used.

In this by-law:

- 2.1. **Action** means a prosecution or proceeding under Part I or Part III of the Provincial Offences Act;
- 2.2. **Agencies** means those agencies, authorities, boards, commissions, departments and ministries that are involved in the review of an application; commenting on an application; or, where applicable, the inspection of a premise;
- 2.3. **Agent** means a person duly appointed by the owner to act on their behalf;
- 2.4. **Applicant** includes a person seeking a licence or renewal of a licence or a person whose licence is being considered for revocation or suspension;
- 2.5. **Bedroom** means a room or spatial area used, designed, equipped or intended for sleeping;
- 2.6. **Camping Establishment** means lands used for the parking and temporary use for at least five (5) campsites occupied by tents, trailers, motor homes, truck campers and recreation vehicles and accessory uses and facilities such as administrative offices, sanitary facilities, recreational facilities.
- 2.7. **Chief of Police** means the local Ontario Provincial Police Detachment Commander;
- 2.8. **Council** means Council of the Corporation of the Township of Assiginack;
- 2.9. **Disturbance** means an event where an action has commenced with respect to nuisance, noise or other disturbance;

- 2.10. **Fire Chief** means the individual appointed to this position by Council or his/her designate;
- 2.11. **Health Unit** means Public Health Sudbury and Districts
- 2.12. **Licence** means a licence used under this By-law;
- 2.13. **Licensee** means a person who holds a licence under this By-law;
- 2.14. **Medical Officer of Health** means the Medical Officer of Health for Public Health Sudbury and Districts or his/her designate;
- 2.15. **Officer** means the person, or persons, who have been appointed to enforce the provisions of this By-law and includes the provincial offences officer as defined by the Provincial Offences Act;
- 2.16. **Owner** means the person holding title to the lands on which the short-term accommodation premises is located;
- 2.17. **Parking Management Plan** means a plan, drawn to scale, depicting the size and location of all parking spaces intended to be used for parking;
- 2.18. **Premises** means any place, premises or location, or part thereof, in which a trade, business or occupation of short-term accommodation is carried on;
- 2.19. **Property Management Plan** means a detailed plan that identifies those measures the Owner will implement so as to ensure good waste disposal practices, emergency response, compliance with the Township Standards for Maintenance of Property By-law 12-09, as amended (referred to herein as the Property Standards By-law) and any other By-law related to property maintenance and/or management;
- 2.20. **Property Standards By-law** means the Property Standards By-law formally know as the Standards for the Maintenance of Property By-Law #12-09, as amended, enacted under Section 15.1 of the Building Code Act that prescribes the standards for the maintenance and occupancy of property;
- 2.21. **Renter** means the person responsible for the rental of the premises by way of concession, permit, lease, licence, rental agreement or similar commercial arrangement;
- 2.22. **Renter's Code** means a document that has been prepared by the Owner that has been approved by the Township that is agreed to in writing by a renter that sets out the roles and responsibilities of the renter, including behavioral expectations as they relate to non-disturbance; which provides a warning related to the making of a disturbance; and, which identifies applicable Township By-laws that the renter must comply with including the provision of this By-law as they relate to, amongst other things, the Parking Management Plan;
- 2.23. **Responsible Person** means the person assigned by the owner or operator of a short-term accommodation premises to ensure the premises are operated in accordance with the provision of this By-law, the licence and the relevant provisions of this By-law, the licence and the relevant provisions of the Fire Code;
- 2.24. **Short Term Accommodation** means a building or structure or any part thereof that operates or offers a place of temporary residence, lodging or occupancy by way of concession, permit, lease, rental agreement, or similar arrangement for any period equal to or less than 30 consecutive calendar days, throughout all or any part of the calendar year. **Short-Term Accommodation** uses shall not mean or include a motel, hotel, authorized bed and breakfast establishments, authorized tourist cabin or cottage, authorized **camping establishments**, hospital, authorized commercial resort unit, village commercial resort unit or similar authorized commercial or institutional uses.
- 2.25. **Town, Township or Municipality** shall mean the Corporation of the Township of Assinack and shall be defined as the lands and premises within the corporate limits.
- 2.26. **Zoning By-law** means a By-law enacted under section 34 of the Planning Act that restricts and/or regulates the use of land.

3. Application

- 3.1. The requirements of this By-law apply to the trade, business or occupation of providing short-term accommodation within the geographic limits of the Township as of the date that this By-law comes into effect.
- 3.2. Short-term accommodation is only permissible in the main structure on the property, not including trailers, tents or accessory buildings.
- 3.3. Persons who own, operate and/or offer a premises for **short-term accommodation** within the municipal boundaries as of the effective date of this By-law must file an application for a licence under this By-law within 60 days of it passing and recurrent by calendar year.
- 3.4. The determination of whether a licence application is “complete” in accordance with the requirements of this By-law shall be within the sole discretion of the Officer.

4. Licencing Requirements

- 4.1. No person shall carry on any trade, business or occupation of short-term accommodation unless that person has first obtained a licence.
- 4.2. A person who obtains a licence shall comply with the regulations set out in this By-law for such licence. Failure to comply with the regulations constitutes an offence.
- 4.3. An agent of persons who own, operate, or offer a premise for short-term accommodation purposes without a licence shall also be personally liable for the compliance of his principal, beneficiary or persons he represents. Failure by such a person to comply with this By-law constitutes an offence.
- 4.4. Licences issued pursuant to this By-law are conditional upon compliance by the Licensee with all municipal By-laws and compliance with all Provincial and Federal Laws and Regulations and any conditions imposed to the holding of a licence.

5. Administration

- 5.1. The Clerk and/or By Law Enforcement Officer is responsible for the administration and enforcement of this By-law.
- 5.2. Every application for a new licence or renewal or extensions of an existing licence shall be submitted to the Officer on the forms prescribed.
- 5.3. Every application for a new licence or renewal or extension of an existing licence shall include:
 - 5.3.1. Each owner, applicant and/or agent’s name, address, telephone number, fax number and email address.
 - 5.3.2. A copy of the transfer deed evidencing the ownership of the premises.
 - 5.3.3. In the instance of an applicant or agent acting on behalf of the Owner, an Owner’s written authorization permitting the applicant or agent to act on their behalf.
 - 5.3.4. The rental agent’s or agency’s name, address and telephone number and email address
 - 5.3.5. In the instance of a corporation or partnership, the name, address, telephone number and email address for each director and officer or partner of the Owner and / rental agent or agency.
 - 5.3.6. The name, address, telephone number and e-mail address of a person who has been assigned by the owner or operator to be the responsible person for the operation and conduct of the inhabitants of the proposed licenced **short-term accommodation** premises;
 - 5.3.7. A statement from the Owner certifying the accuracy, truthfulness, and completeness of the application;

- 5.3.8.** Proof of placement of insurance specific to the rental nature of the property that includes a limited liability of not less than \$2 million per occurrence for property damage and bodily injury and includes provisions that the Town will be notified of any intended cancellations by the insurer no fewer than 15 days prior to such cancellation;
- 5.3.9.** Floor plans and a site plan are required to follow all current Provincial and Federal regulation included in the listing at 6.6 of this by-law. They may be drawn to scale and fully dimensioned, of the short-term accommodation premises, depicting the use of the premises including the proposed occupancy of each room; location of smoke detection and early warning devices; location of fire extinguishers, and related site amenities including parking, landscaping and other buildings or structures on the land;
- 5.3.10.** A Parking Management Plan that complies with the applicable Township Zoning By-law;
- 5.3.11.** A Property Management Plan identifying measures the Owner will implement for the purposes of complying with the Township's property standards By-law, waste collection By-law and any other By-law related to property management and / or maintenance;
- 5.3.12.** A Renter's Code;
- 5.3.13.** The prescribed fees, and;
- 5.3.14.** Any outstanding fees or fines owed to the Township by the Owner respecting any short-term accommodation premises.
- 5.4.** A Licensee shall inform the Officer of any changes to the information provided in Section 5.3 within a period of 15 days.
- 5.5.** In addition to the requirements of Section 5.3, an applicant shall provide, if requested, evidence that the use of the short-term accommodation premises is protected by virtue of S.34(9)(b) of the Planning Act with such evidence including, but not be limited to, a sworn Statutory Declaration confirming the continued use of the premises for **short-term accommodation** purposes from prior to the enactment of a By-law that prohibited such use through to the present; rental receipts, advertisements and any other records that may be relevant that are supportive of the establishment and continued use of the premises for **short-term accommodation** purposes; and, an opinion, from a solicitor licenced to practice in Ontario, as to whether the premises is protected by virtue of S. 34 (9)(b) of the Planning Act and, in support of that opinion, the reasons why.
- 5.6.** Every application for a licence will be reviewed by the Officer to determine whether it meets the requirements of this By-law.
- 5.7.** As part of the review referenced at Section 5.6., the application will be circulated to those agencies deemed necessary and/or relevant by the Officer. Including but not limited to Public Health Sudbury and Districts, Assignack Fire Department, Assignack Public Works, etc.
- 5.8.** Those agencies referenced in Section 5.7. may require an inspection of the premises prior to the provision of comments and prior to the consideration of the application by the Officer. The Applicant shall cooperate and facilitate in arranging the inspection of the premises in a timely manner and shall be in attendance during the inspection. In the instance of the requirement of the payment of fees for such inspection(s), the applicant shall pay the applicable fees prior to the inspection to the relevant agency.
- 5.9.** If it is determined that an application does not meet the requirements of this By-law and the requirements of all the circulated agencies, the Officer shall refuse the issuance of the licence.
- 5.10.** A licence shall be issued to the Owner of the short-term accommodation premises upon meeting the requirements of this by-law.

- 5.11. A licence is valid only for the calendar year in which it was issued.
- 5.12. Adjustments in the fees prescribed shall be automatically affected each year based on the percentage change in the Consumer Price Index of Statistics Canada.
- 5.13. A Licensee is not eligible for the renewal or extension of an existing licence unless the Licensee has provided an annual application form complete with fees assigned.
- 5.14. A licence is not transferable. For greater clarity, should a licenced premise be sold, the licence becomes void, and the new owner would have to apply for their own licence for the premise.
- 5.15. No person shall enjoy a vested right in the continuance of a licence.
- 5.16. Applications and Licences shall remain the property of the Township.
- 5.17. If at any time the Officer determines, because of evidence that is provided, that the operation of a licenced **short-term accommodation** premises does not conform to the requirements of this By-law, the Officer may revoke the licence.
- 5.18. If at any time the Officer determines, because of evidence that is provided, that the operation of a **short-term accommodation** premises does not conform to the requirements of this By-law, the Officer may commence with proceedings pursuant to the Provincial Offences Act.

6. General Regulations

- 6.1. No person shall carry on any trade, business or occupation of short-term accommodation for which a licence is required under this By-law unless that person has first obtained a licence.
- 6.2. No person shall carry on any trade, business or occupation of short-term accommodation for which a licence is required under this By-law if the licence has expired or been revoked; or while the licence is under suspension.
- 6.3. A person is not eligible to hold a licence if the proposed use of the land, building or structure is not permitted by the zoning By-law that applies to the property.
- 6.4. No licence shall be issued for any property where the maximum occupancy would allow more than ten (10) guests per licenced property. Maximum occupancy is calculated by the allowance of 2 persons per registered room.
- 6.5. A person is not eligible to hold a licence unless the person has provided a certificate from the Electrical Safety Authority dated within a period of 24 months of the date of the application for a licence indicating that the premises conforms to the Electrical Safety Code.
- 6.6. A person is not eligible to hold a licence if the property to be used for carrying on the trade, business or occupation does not conform with the applicable Federal and Provincial Law and regulations or municipal By-laws, including but not limited to, the Zoning By-law; the Property Standards By-law; the Building Code Act; the Building Code; the Fire Protection and Prevention Act; the Fire Code; the Ontario Electrical Safety Code; or, an order of the Medical Officer of Health.
- 6.7. A person is not eligible to hold a licence unless a Renter's Code for the premises has been submitted to and approved by the Officer.
- 6.8. The Owner shall operate the short-term accommodation premises in accordance with the Parking Management Plan and Property Management Plan that has been approved by the Officer.
- 6.9. The Owner, Operator or Agent of a Short-Term Accommodation premises shall keep a record of the renter with such record containing the date of entry, length of stay, home address of the renter and the signed Renters Code of conduct. With such records readily available for inspection at all times by an Officer for a period of one year.
- 6.10. The owner shall display the licence permanently in a prominent place in the short-term accommodation premises to which it applies.

- 6.11.** Each licence shall include the following:
- 6.11.1.** Building/site/location address/identifier (i.e. Emergency or 911 number);
 - 6.11.2.** Licence number;
 - 6.11.3.** Effective date and expiry date of the licence;
 - 6.11.4.** Owner's name and contact information
 - 6.11.5.** Rental Agent or agency's name and contact information
 - 6.11.6.** Responsible person's name and contact information; and,
 - 6.11.7.** An approved plan is laminated, plaqued or framed, and will depict the location of each bedroom, smoke alarm, extinguisher and exit/egress door or window.
- 6.12.** The owner of a short-term accommodation premise shall ensure that there is a responsible person available to attend to short-term accommodation premises at all times within a period of no greater than one hour from the time of contact by way of telephone or e-mail.
- 6.13.** No person shall obstruct, hinder or otherwise interfere with an authorized agent or employee of the Township while carrying out an investigation, making inquires, or performing an inspection for the purposes of enforcing this By-law or any other municipal By-law or Provincial Legislation or Regulation.
- 6.14.** No person shall construct or equip a place of business or premises used for the business as to hinder the enforcement of this By-law.
- 6.15.** Every owner shall maintain the short-term accommodation premises in a clean and sanitary condition, with adequate measures for the storage and disposal of garbage and waste and sufficient levels of illumination to permit the safe use of the premises. For the purposes of this subsection, adequate measures for the storage and disposal of waste shall mean a self-enclosed building, structure or container, located outside of the short-term accommodation premises, which is of sufficient size that will store the garbage and waste generated by the premises until such garbage and waste is disposed of. Waste shall be disposed of while in possession of the Licensee's Recycle Depot ID card.
- 6.16.** Every Licensee shall ensure that the short-term accommodation premises is operated and used in a fashion such that the operation or use will not cause a disturbance.
- 6.17.** Every Licensee shall provide an understanding to operate the short-term accommodation premises in accordance with all Town By-laws including, but not limited to Property Standards By-laws enacted and any applicable Federal or Provincial laws or statutes including the Ontario Fire Code and laws related to the making of a disturbance. Further, every Licensee shall include in such undertaking a confirmation that they will require that each renter enter into a Renter's Code.
- 6.18.** No Licensee or employee of a Licensee shall discriminate in the carrying on of the trade, business or occupation of the short-term accommodation against any member of the public on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or disability.
- 6.19.** The Officer may revoke a licence if it was issued on mistaken, false or incorrect information.
- 6.20.** The applicant/Licensee shall defend, indemnify and save harmless the Township of Assiginack, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the applicant/Licensee, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this contract.

7. Revocation and Suspension

- 7.1.** Where a licence has been revoked by the Officer it shall remain revoked for the remainder of that calendar year without refund.

8. Offence and Penalty Provisions

- 8.1.** Any person who contravenes any provision of this By-law is guilty of an offence and upon conviction, is subject to fine as provided in the Municipal Act, 2001 or Provincial Offences Act and to any other applicable penalties.
- 8.2.** If this By-law is contravened and a conviction entered, the court in which the conviction has been entered and any court of competent jurisdiction, thereafter, may in addition to any other remedy and to any penalty that is imposed, make an order prohibiting the continuation or repetition of the offence by the person convicted.
- 8.3.** If this By-law is contravened and a conviction entered, the court may also order that the premises or part of the premises be closed to any use as short-term accommodation.

9. Administration & Enforcement

- 9.1.** Any person who contravenes any provision of this By-law shall, upon issuance of a penalty notice, be liable to pay to the Township an administrative penalty.
- 9.2.** The penalty notice shall be given to the person whom or to which it is addressed as soon as is reasonably practical and shall include the following information:
 - 9.2.1.** Particulars of the contravention, including the property to which it applies;
 - 9.2.2.** The amount of the administrative penalty;
 - 9.2.3.** Information respecting the process by which the person may exercise the person's right to request a review of the administrative penalty; and,
 - 9.2.4.** A statement advising that an administrative penalty will, unless modified or rescinded pursuant to the review process, constitute a debt to the Township.
- 9.3.** An administrative penalty and associated fines that are deemed to be affirmed, constitutes a debt to the Township of each person owning the Short-Term Accommodation or to which the penalty notice was given.
- 9.4.** An administrative penalty that is not paid may be added to the tax roll to the property to which it applies and collected in the same manner as taxes.
- 9.5.** The licensee may, within 30 days, request to cancel the application and be refunded the Licencing Fee amount less the non-refundable submission fee as outlined in Appendix A1.

10. Delegation

- 10.1.** For the purposes of subsection 23.2(4) of the Municipal Act, it is the opinion of Council that the powers delegated pursuant to this By-law are minor.

11. Validity

- 11.1.** If any section, clause or provision of this By-law is for any reason declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the By-law as a whole or any part thereof other than that section, clause or provision so declared to be invalid and it is hereby declared to be the intention that all remaining sections, clause or provision of the By-law shall remain in full force and effect until repealed, notwithstanding that one or more provisions thereof shall have been declared to be invalid.

12. Effective Date

12.1. This By-law shall come into effect on the ____ day of _____.

AS READ a FIRST and SECOND time, this ____ day of _____.

AND AS READ a THIRD and FINAL time and considered passed, in open Council, this
____ day of _____.

David Ham, MAYOR

Alton Hobbs, CAO/DEPUTY CLERK

The Corporation of the Township of Assiginack

Short-term Accommodation By-law# 22-07

Schedule "A1" - Licencing Fees

Fees for short-term accommodation premises located within any Zone having Municipal jurisdiction of the Corporation of the Township of Assiginack Zoning By-laws, as may be amended from time to time.

STA Licencing Fee (1-year term)	\$1,000.00
Administrative Penalty	\$250.00
Non-Refundable Application Submission Fee	\$50.00

The Corporation of the Township of Assiginack
Short-term Accommodation By-law# 22-07
Schedule "A2" – Application Form

(Five pages attached hereto)

The Corporation of the Township of Assiginack
Short-term Accommodation By-law# 22-07
Schedule "A2" – Application Form

(Five pages attached hereto)

Short Term Accommodation Application

Schedule A2
(5 Pages)

This form is to be filed in accordance with the **Short-Term Accommodation By-law #22-07** and whereas the requirements of the By-law apply to the trade, business or occupation of providing **short-term accommodation** within the geographic limits of the Township as of the effective date of that By-law and reoccurring Bi-annually.

5.3.1. Owner & Establishment Information

Owner, Applicant and/or Agent	Address of Accommodation
Owner Address	Roll# _____
Telephone/Cellphone	Plan# _____
Office Email Address	Lot/Con _____
Advertisement or Listing #1	Fax _____
Advertisement or Listing #2	Web Site _____
	Advertisement or Listing #3 _____
	Advertisement or Listing #4 _____
	<small>(Please attach a page where more space is required.)</small>

Documents required	Date Received by Staff	Notes by Officer
5.3.2. Proof of Ownership (transfer/deed/tax bill)		
5.3.3.to 5.3.6. Responsible Person Consent Form *		
5.3.7. STA Applicant Declaration*		
5.3.8. Proof of Insurance		
5.3.9. Approved Floor Plan & Site Map		
5.3.10. Parking Management Plan		
5.3.11. Property Management Plan *		
5.3.12. Renter's Code *		
5.3.13. Prescribed Fees *		
6.5 Electrical Safety Authority Conformity		

* Form included in the application package

I acknowledge by signing this application that I have read and understand the contents of the complete Short Term Rental By-law and hereby certifying the accuracy, truthfulness, and completeness of this application and do agree to submit further information as requested to complete this application.

Signature

Signature of the Person Submitting this Form

Name

Name of the Person Submitting this Form (print)

Date of Signature

MM DD YY

Short Term Accommodation Application

5.3.3. & 5.3.4.
Agent Authorization

5.3.3. to 5.3.6. Responsible Person Consent Form

In the instance of an applicant or agent acting on behalf of the Owner, an Owner's written authorization permitting the applicant or agent to act on their behalf and is as follows:

Authority to Act as Agent

On our behalf, I appoint the following person/business to act as our agent in the preparation of this application for a Short-Term Accommodation Agreement with the Township of Assiginack. I certify that the submitted documents are true and accurate and hereby assign the clerical duties to the described. I acknowledge that any responsibility for complying to the terms and conditions within the By-law and any other applicable law remains mine, the owner of the property.

Agent Name(s) _____ Address of Agent _____
Telephone/Cellphone _____ Fax _____
Office Email Address _____ Web Site _____

Agent Signature _____ Date _____

Authority to Act as Operator

In the instance of a corporation or partnership, the name, address, telephone number and email address for each director and officer or partner of the Owner and / rental agent or agency be provided and are as follows:

On our behalf, I appoint the following persons or business to act as our Operator of this establishment we currently requesting application for licence under the Short-Term Accommodation By-law. I acknowledge that any responsibility for complying to the terms and conditions within the By-law and any other applicable law remains mine, the owner of the property.

Operator Name(s) _____ Address of Operator _____
Telephone/Cellphone _____ Fax _____
Office Email Address _____ Web Site _____

Operator Signature _____ Date _____

* Expiration of this contract between Owner and the Agent and/or the Operator, for the purposes of this application, expires annually on Dec. 31.

Owner Signature _____ Name _____
Signature of the Property Owner *Name of the Property Owner (printed)*
Date of Signature _____ Contact Phone: _____
MM DD YY Email: _____

Short Term Accommodation Application

5.3.7.

STA Applicant
Declaration

5.3.7. Short Term Accommodation Applicant Declaration Form

I _____ certify that the information contained in this application, attached schedules, attached plans and specifications, and other attached documentation is true to the best of my knowledge. If the owner is a corporation or partnership, I have the authority to bind the corporation or partnership.

I _____ shall defend, indemnify and save harmless the Township of Assinack, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the applicant/licensee, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this contract.

Signature of Applicant: _____ Date: _____

Short Term Accommodation Application

5.3.11. Property Management Plan

5.3.11 Property Management Plan Points of Interest

Means a detailed plan that identifies those measures the Owner will implement to ensure good waste disposal practices, emergency response, compliance with the Township Standards for Maintenance of Property By-law #12-09, as amended (referred to herein as the Property Standards By-law) and any other By-law related to property maintenance and/or management.

Following are the details to be provided for how you will handle these aspects of business:

- WASTE DISPOSAL:** The recycle depot hours are posted on the Municipal website, proof of Municipal Residential status is required by all patrons.
 - This should include how you will handle the excess waste accumulated at your establishment, who will remit to the landfill and what you are asking the patrons to bring and take back with them.
 - Ensure compliance to this bylaw and especially Section 6.17 of this By-law.

- STANDARDS FOR MAINTENANCE OF PROPERTY BY-LAW # 12-09, AS AMENDED:** Include how you will maintain and keep clean, free of debris and clutter, maintenance of grass, shrubs, etc.

- SPACE USED IN THE SHORT-TERM ACCOMMODATIONS**
 - **NUMBER OF ROOMS (___ X 2 PEOPLE) + 2 PEOPLE = _____ CAPACITY**
 - The Maximum allowable persons are 10 at one time per property registration
 - Include a building layout plan for every floor that details the path of exit, location of smoke detectors and fire extinguishers
 - This should also include the emergency contact numbers and address of the location for emergency purposes.
 - To be reviewed and approved through consultation with the Assiginack Fire Services Department.
 - This shall be posted in the entry and in any room used for Short Term Accommodation purposes.

- PARKING MANAGEMENT PLAN:** May be hand drawn, must include a site map labelled Parking Management and the location of transient vehicles [your agreement for the renters must include your rules for parking, e.g., if you have 3 rooms are you renting to 3 different families whereby you will need one space for each family/vehicle and if they have more than one vehicle what are your rules]. Ensure that you have compliance to the by-law and that there are established protocols in your Renters code to respect the properties surrounding yours.

Short Term Accommodation Application

5.3.12. Code of Conduct

5.3.12. Township of Assiginack - STA Code of Conduct

I / we the owner/operator of the Short-Term Accommodation Premises under this application, do here by agree to adhere to all Municipal By-laws as they pertain to the provision of services within the Township of Assiginack.

I / we agree that the following will be held to a high standard for our property and ensure that our guests are well informed of the same.

- As a responsible Short Term Accommodation Premises will ensure to make all guests aware of safety measures in place for:
 - o Fire safety, Covid-19, Animal securement on premises and in the public, etc.
- No more then 2 guests per registered room to a maximum of 10 at any given time
- There is a valid Short-Term Accommodation Permit visible at the entrance to show conformity to this By-law along with the appropriate approved Safety Plan layouts
- No problematic disturbances of the peace to any resident or accommodation at any given time of noise, safety or otherwise so the full enjoyment of our community can be obtained by all who live or visit here.
- Must follow the "Open Air Burning" policy and/or Fire prevention methods installed by regulators
- Parking of vehicles is only permissible on registered area of the premises of the Short-Term Accommodation Property
- Uphold the highest standard for local tourist accommodations and endeavor to foster respectful relationships, character, and amenities within the tourism industry and local businesses to cultivate a quality standard in our community.
- The Short-Term Accommodation property owner/operator/employees/visitors shall defend, indemnify, and save harmless the Township of Assiginack, its elected officials, officers, employees, and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature in connection with or in any way related to the delivery of or performance of this contract.

By signing, we acknowledge the receipt of this document and declare that we have been fully advised of the parameters of the use of the Short-Term Accommodation and the By-law regulating such within the Township of Assiginack.

Short-Term Accommodation Premises:

Rental Dates:

Agreement Signed on:

Owner:

Signature:

Phone:

Guest:

Signature:

Phone:

THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK

BY-LAW # 2022-12

**BEING A BY-LAW OF THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK
TO AMEND BY-LAW # 15-30, BEING THE PROCEDURAL BY-LAW OF THE
TOWNSHIP OF ASSIGINACK**

WHEREAS the necessary authority is found in Section 238(2) of the Municipal Act, 2001 c.25 as amended;

AND WHEREAS authority is found in Sections 3.3 and 3.4 of the Municipal Emergency Act, ,2020;

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 wishes to amend its procedural by-law to allow for the electronic participation of members in Council meetings:

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

1. THAT By-law # 15-30 be amended by adding the following:
 10. Electronic Participation.
 - a) A member of the Council who participates in a meeting through electronic means in accordance with this by-law, shall be deemed to be present at the meeting for the purposes of every Act.
 - b) Electronic means shall include
 - i) teleconference
 - ii) videoconferencing
 - c) The Clerk shall announce any member participating via electronic means and the means being used.
 - d) All members must notify the Chair of their departure from the meeting, to ensure that a quorum is maintained.
 - e) The Chair shall confirm that any member participating via teleconference is deemed to be voting in the affirmative unless they announce otherwise.
 - f) The Clerk shall ask for members to make verbal declarations of pecuniary interest and shall record each disclosure in the Minutes.
 - g) All delegations shall be in writing and responses will not be given to requests until the subsequent meeting of Council.
 - h) The Approved Minutes of the meeting will continue to be maintained by the Clerk.
 - i) While a meeting may be livestreamed, any recording of the meeting will only be posted to various Township social media venues for seven days.
2. THAT this by-law shall come into force and take effect upon third and final reading hereof.

Read a first, second and third time and finally passed this _____ day of _____, 2022.

Mayor: Dave Ham

Deputy Clerk: Alton Hobbs

seal

THE CORPORATION OF THE TOWNSHIP OF ASSIGNACK

BY-LAW # 2022-14

**BEING A BY-LAW OF THE CORPORATION OF THE TOWNSHIP OF ASSIGNACK
TO AUTHORIZE A SUBDIVISION AGREEMENT WITH 5026911 ONTARIO LIMITED.**

WHEREAS the necessary authority is found in Section 51(26) of the Planning Act, RSO, 1990, Chapter P.13 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 Assignack deems it beneficial to the community to enter into this agreement.

NOW THEREFORE THAT the Council of the Corporation of the Township of Assignack 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 19th day of April, 2022.

Mayor: Dave Ham

Deputy Clerk: Alton Hobbs

seal

SUBDIVISION AGREEMENT

THIS AGREEMENT MADE the 6 day of April, 2022.

BETWEEN:

5026911 ONTARIO LIMITED

hereinafter called the "Developer"

OF THE FIRST PART

-AND-

THE TOWNSHIP OF ASSIGNACK

hereinafter called the "Municipality"

OF THE SECOND PART

WHEREAS the lands affected by this Agreement are the lands described in Schedule "A" hereto annexed, and as identified on the Plan annexed as Schedule "B"; which lands are collectively herein referred to as the "said lands";

AND WHEREAS the Developer proposes to construct a residential development consisting of Forty-eight (48) residential lots upon the said lands pursuant to approval of a Draft Plan of Subdivision (File SUB 2021-01 Manitoulin Planning Board)

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and for other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada now paid by the Municipality to the Developer (the receipt whereof is hereby acknowledged), THE DEVELOPER AND THE MUNICIPALITY HEREBY COVENANT AND AGREE WITH ONE ANOTHER AS FOLLOWS:

1. **SCOPE OF AGREEMENT**

- 1.1 **Description of Lands** - The lands affected by this Agreement are the said lands.
- 1.2 **Plan Reference** - For the purposes of this Agreement, references are made to the Plan attached hereto as Schedule "B". Any further changes in the said Plan, or any changes in the Conditions of Draft Approvals, issued by the Manitoulin Planning Board, may necessitate a change in the provisions of this Agreement.
- 1.3 **Conformity with Agreement** - The Developer covenants and agrees that no development, site alteration or service prior to the execution of this Agreement and thereafter, only in conformity with:
 - (a) the provisions of this Agreement, including the Schedules hereinafter referred to;
 - (b) the Plans and Specifications submitted to and accepted by the Municipality as being within its design criteria;

- (c) all Plans and Specifications submitted to and accepted by any other utility, government department or agency;
- (d) all applicable Provincial and Federal legislation.

1.4 Reliance upon Representations - The Developer acknowledges that:

- (a) he has made representations to the Municipality that he will complete all works, required herein, in accordance with the Plans filed and accepted by the Municipality and others, and;
- (b) the Municipality has entered into this Agreement in reliance upon these representations.

1.5 Schedules Attached - The following schedules are attached to this Agreement:

Schedule "A"	- Description of Lands
Schedule "B"	- Subdivision Plan
Schedule "C"	- Cash Deposits
Schedule "D"	- Subdivision Access Road

2. CONDITIONS PRIOR TO EXECUTION OF AGREEMENT BY THE MUNICIPALITY

2.1 Prior to the execution of this Agreement by the Municipality, the Developer shall:

- (a) Taxes - have paid all municipal tax bills issued and outstanding against the said lands;
- (b) Cash Deposits - have paid to the Municipality all cash deposits required by Schedule "C" attached;
- (c) Hydro - have supplied to Hydro One Networks Inc., and received their approval of, those plans necessary to identify the electrical distribution system, lighting requirements, and power supply to each unit;
- (d) Consulting Engineer's Confirmation - continue to provide, in addition to engineering drawings and reports previously shared with the Municipality, all such further engineering drawings and reports from the Developer's Consulting Engineer as the Municipality may from time to time require and who shall certify and construct to the satisfaction of the Municipality planned road works and stormwater management works pursuant to Paragraph 3.2, inclusive of any blocks or easements required:
 - (1) storm drainage runoff;
 - (2) standard of road construction and transfer of the road; and
 - (3) identification by part numbers on the survey plan of any blocks or easements; and to provide certification of construction of same pursuant to Paragraph 3.2.
- (e) Utilities and Canada Post Confirmation - send a letter to the Municipal Clerk confirming the following:
 - (1) the Developer has informed Hydro One Networks Inc. and Canada Post of the project, and they have seen the

- development plans;
- (2) the Developer has made satisfactory arrangements with them for servicing the subdivision without expense or obligation on the part of the Municipality;
- (3) ensure that any blocks or easements required for utility or drainage purposes shall have a minimum width of 7.62 metres and shall be shown on the final plan and dedicated/granted to the Municipality without monetary consideration and free of all encumbrances, satisfactory to the Municipality;
- (f) Land Ownership - be the registered owner in fee simple of the lands described in Schedule "A", and that there will be no encumbrances registered against the said lands which will have priority to this Subdivision Agreement.

3. SERVICES

- 3.1 The Developer shall construct all Services to the standards, specifications and requirements of the Municipality and all applicable law. Such services include, but are not limited to, the following:
 - (a) Subdivision Access Road – (including all related drainage works) in accordance with By-law #11-04 as set out in Schedule "E" attached, and a fence along the full western boundary of the road;
 - (b) Stormwater Management Facilities –
 - (c) Fire Hydrant/Standpipe - a fire hydrant/standpipe for fire protection at the foot of Sunsite Estates Road
- 3.2 All Services to be constructed by the Developer shall be completed under the direction and supervision of a Practicing Professional Engineer retained by the Developer who will provide the Municipality with construction drawings for its review and approval of the planned road works and stormwater management works prior to their construction and subsequently certify construction to the satisfaction of the Municipality.

4. "AS CONSTRUCTED DRAWINGS" – SERVICES

- 4.1 Following the completion of the construction of the Services the Developer shall file with the Municipality a complete set of "as constructed drawings" for all Services.

5. CONDITIONS PRIOR TO THE ISSUANCE OF BUILDING PERMITS

- 5.1 Eligibility for Building Permits - The Developer further covenants and agrees that he or any person claiming title through or from him, or under his or their authority:
 - (a) Completion of Services - will not apply for one or more Building Permits to construct residential buildings or dwelling units on any of the Subdivision lots until all Services have been completed and certified by the Developer's Engineer to the satisfaction of the

Municipality within each Phase of the construction of the Services as set out further in section 8.1;

- (b) The Subdivision Plan has been registered, and this Agreement has been signed by the Developer and the Municipality and registered on title to the lots and blocks within the Subdivision.

6. SPECIAL PROVISIONS

- 6.1 Prior to establishing a final sewage system design for each lot in the Subdivision site-specific test pits are required prior to the issuance of sewage system permits.
- 6.2 Any development on the lots in the Subdivision shall maintain their wooded and natural character and any clear cutting and removal of trees shall only take place for driveways, tile fields, parking and the residential building envelope.
- 6.3 Siltation and erosion control measures will be installed prior to construction on any lot and maintained during construction until ground cover is well established to ensure sediment does not migrate off-site.
- 6.4 At a minimum, straw bale and rock flow check dams ("RFCD's") will be installed in the road ditch and a stone mud mat will be installed at the entrance to the Subdivision to minimize mud tracking on Sunsite Estates Road.
- 6.5 The controls provided in Paragraphs 6.4 and 6.5 above will be inspected regularly and after each significant rainfall event and repaired/replaced as required. Silt accumulations will be removed to ensure the controls are not compromised.
- 6.6 Water quality will be protected by utilizing the following on the development of each lot:
 - (a) roof leader downspouts will discharge to erosion proof splashpads;
 - (b) grass swales will be utilized to convey lot drainage to road ditches or positive outlets; and
 - (c) the majority of each lot will remain vegetated following development.
- 6.8 That any dead ends and open sides of road allowances created by this draft plan shall be terminated in 0.3 metre reserves to be conveyed to the Municipality, satisfactory to the Municipality.
- 6.9 That prior to the registration of this Agreement, the municipal road allowance included within this draft plan of subdivision has been stopped up and closed by municipal by-law, identified in a Registered Plan at the Developer's expense, conveyed to the Developer and the said road allowance shall form part of the said lands.
- 6.10 The parties agree that the Subdivision will not be a gated community.

7. REGISTRATION OF SUBDIVISION AGREEMENT

7.1 The Developer consents to the registration of this Agreement, by the Municipality, upon the title of the said lands. The Developer further agrees to execute such further and other Instruments and Documents as may be required by the Municipality for the purpose of giving effect to this Agreement.

8. CONSTRUCTION, COMMENCEMENT AND COMPLETION

8.1 The Developer and the Municipality agree that the construction of the Services required herein shall be completed in two phases by the Developer, on an annual basis, within two (2) years after the date of registration of this Agreement, such that Phase 1, will be constructed during year 1 and Phase 2, during year 2 as further identified in Schedule "B" to this Agreement;

8.2 If the Services to be constructed by the Developer under this Agreement are not completed and accepted by the Municipality within the above time frame, the Municipality may:

(a) give notice to the Developer to stop work on the said Services and to provide that no further work shall be done with respect to such services until an Amending Agreement, incorporating the Standards, Specifications and financial requirements of the Municipality, in effect as of that date, is executed by all parties.

8.3 When the Services to be constructed by the Developer under each Phase of this Agreement have been completed and accepted by the Municipality then the Developer guarantees the workmanship and materials of the construction of the Services and will maintain the same free from defects for a period of two (2) years.

8.4 If, in the opinion of the Municipality, the Developer is not complying with the terms of this paragraph, then the Municipality, its servants, agents or sub-contractors shall have the right to enter upon the lands and carry out any work, at the expense of the Developer, necessary to maintain, repair or, if necessary, replace the Services; all at the expense of the Developer.

9. EXPENSES TO BE PAID BY THE DEVELOPER

9.1 Every provision of this Agreement by which the Developer is obligated in any way shall be deemed to include the words "at the expense of the Developer" unless the context otherwise requires.

9.2 The Developer shall pay such reasonable fees as may be invoiced to the Municipality by its Solicitor and its Municipal Engineer in connection with all work to be performed as a result of the provisions of this Agreement.

9.3 All expenses for which demand for payment has been made by the Municipality, shall bear interest at the rate of fifteen (15%) percent per annum commencing thirty (30) days after demand is made.

9.4 In the event that the Municipality finds it necessary to engage the services of an engineer or technical personnel not permanently employed by the Municipality, to review the plans of the Developer and/or carry out on-site inspections of the work performed, the Municipality will advise the

Developer accordingly of this need, and the costs of such outside engineers so engaged shall be the responsibility of the Developer. The Municipality may require a deposit for this purpose.

10. PARKLAND DEDICATION (CASH-IN-LIEU)

The Developer agrees to pay five (5%) percent cash-in-lieu of parkland in the amount of Two Hundred Thousand (\$200,000.00) prior to registration of the subdivision.

11. CASH DEPOSITS

11.1 The Developer shall lodge with the Municipality, those cash deposits more particularly described in Schedule "C", and at the dates specified therein.

11.2 In the event that the expenses of the Municipality exceed the amount of the cash deposits set out in Schedule "C" attached, the Developer shall pay such excess charges within thirty (30) days after demand by the Municipality.

12. SECURITY FOR SURFACE ASPHALT TREATMENT

12.1 The Developer agrees to provide to the Municipality cash in the total amount of \$150,000.00 to secure a fixed payment for the provision of surface asphalt treatment of Phase 2 of the subdivision road. Such cash shall be provided to the Municipality in equal payments with one equal payment due prior to the issuance of a building permit for each lot.

13. ATTACHED SCHEDULES

13.1 It is agreed that everything included in this Agreement and the Schedules attached thereto, together with all engineering drawings, material and undertakings filed by the Developer and accepted by the Municipality, by any Ministry of the Federal or Provincial Government, by Hydro One Networks Inc., by Bell Canada, or by any local Conservation Authority or Planning Board, shall be included in and form part of this Agreement.

14. INDEMNIFICATION FROM LIABILITY AND INSURANCE

14.1 The Developer covenants and agrees with the Municipality, on behalf of itself, its successors and assigns, to indemnify and save harmless the Municipality, its servants and agents from and against any and all actions, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of any work performed by the Developer or on his behalf in connection with the carrying out of the provisions of this Agreement.

14.2 The Developer further covenants and agrees to release and forever discharge the Municipality from and against all claims, demands, causes of actions, of every nature and type whatsoever that may arise as a result of the failure of the Municipality performing any municipal work on the said lands or the adjacent properties which may damage or interfere with the works of the Developer, provided that such damage or interference was not caused as a result of negligence on the part of the Municipality, its servants or agents.

14.3 Before commencing the construction of any Services, the Developer shall insure against all damages or claims for damage with an insurance company

satisfactory to the Municipality. Such policy or policies shall be issued, in the joint name of the Developer and the Municipality. The policy shall insure the Municipality as if a separate policy had been issued to the Municipality. The policy shall have inclusive limits of not less than \$5,000,000.00.

- 14.4 The policy required in section 14.3 must be in effect until all of the Services have been fully constructed and accepted by the Municipality. The Developer shall provide evidence to the satisfaction of the Municipality from time to time as the Municipality may require that the insurance is in full force and effect.

15. APPLICATIONS OF LETTER OF CREDIT AND SECURITY

Intentionally deleted.

16. DEFAULT OF THE DEVELOPER

- 16.1 Default – If, in the event of default of the Developer under any of the provisions of this Agreement, then the Municipality (its servants, agents or sub-contractors) may, if the Municipality so elects, give notice to the Developer to stop work and to provide that no further work shall be done until an Amending Agreement, incorporating the standards, specifications and financial requirements of the Municipality in effect as of that date, is executed by all parties; and/or have the right and privilege at all times to enter upon the lands described in Schedule "A" for the purpose of repairing or completing any work or services required to be completed by the Developer under this Agreement.

- 16.2 Exceeding Cost Estimates – Intentionally deleted.

- 16.3 Save Harmless - The Developer on behalf of itself, its successors and assigns agrees to indemnify and save harmless the Municipality from and against any and all claims, suits, actions and demands whatsoever which may arise either directly or indirectly by reason of any work or service performed by the Municipality, its servants or sub-contractors in order to complete the work or services required to be completed under this Agreement, provided the subject matter of such action, suits, claims or demands was not caused intentionally or through negligence on the part of the Municipality, its servants or agents or sub-contractors.

17. LETTERS OF CREDIT - SURPLUS FUNDS

- 17.1 Intentionally deleted.

18. APPLICATION FOR REDUCTION OF LETTERS OF CREDIT – ON FINAL COMPLETION OF SERVICES

Intentionally deleted.

19. NOTICES

- 19.1 Any Notice to be given by any party under this Agreement may be given by:

(a) personal service on the party or an officer or director of the party, or

- (b) prepaid registered mail addressed to the other party at their last known address and which shall be deemed to have been received 72 hours after mailing, or
- (c) by electronic message to the other party at its last known electronic mail address of its solicitor which shall be deemed to have been received at the time of sending with confirmation of successful transmission

20. TIME OF THE ESSENCE

20.1 The parties hereto agree that time shall be of the essence in this Agreement.

21. ESTOPPEL OF SUBDIVIDER

21.1 The Developer agrees not to call into question directly or indirectly in any proceeding whatsoever, in law or in equity, or before any administrative tribunal, the right of the Municipality to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this Agreement may be pleaded as an estoppel against the Developer in any such proceedings.

22. ENTIRE AGREEMENT

22.1 This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.

22.2 This Agreement and the schedules hereto, constitute the entire agreement between the parties and neither party is bound by any representation, warranty, promise, agreement or inducement not embodied herein or therein.

22.3 There shall be no changes in the Schedules attached hereto, or in any Plan accepted by the Municipality or others, unless such proposed changes have been submitted to, and approved by, the Municipality.

23. INTERPRETATION

23.1 The parties agree that in interpreting the provisions of this Agreement:

- (a) "Developer" where used in this Agreement, and in addition to its accepted meaning, means and includes an individual, an association, a partnership, or an incorporated company. Wherever the singular is used in this Agreement it shall be construed as including the plural, and wherever the masculine is used in this Agreement it shall be construed as including the feminine and neutral.
- (b) all covenants, rights, advantages, privileges, immunities, powers and things hereby secured to the Municipality shall be equally secured to and exercisable by its successors and assigns as the case may be.

- (c) all covenants, liabilities and obligations entered into and imposed hereunder upon the Developer shall be equally binding upon his, her, its or their heirs, executors, administrators and assigns, or successors and assigns as the case may be, and that all such covenants and liabilities and obligations shall be joint and several.

THIS AGREEMENT shall enure to the benefit of and be binding upon each of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the following dates:

By the Developer on the 6 day of April, 2022.

5026911 ONTARIO LIMITED
per: Dave Pezzutto
Name:
Title:

per: Dave Pezzutto
Name:
Title:
I/we have authority to bind the Corporation.

By the Municipality on the _____ day of _____, 2022.

THE TOWNSHIP OF ASSIGNACK

per: _____
Name:
Title: Reeve

per: _____
Name: Alton Hobbs
Title: Clerk-Treasurer/CAO
I/we have authority to bind the Corporation.

SCHEDULE "A"

**THIS IS SCHEDULE "A" TO THE SUBDIVISION AGREEMENT
BETWEEN 5026911 ONTARIO LIMITED AND THE TOWNSHIP OF
ASSIGINACK**

DESCRIPTION OF LANDS

PIN 47135-0693 (LT) - LOTS 22 TO 25 CONCESSION 8 SHEGUIANDAH; LOTS 22 TO 25
CONCESSION 7 SHEGUIANDAH EXCEPT BLK H PL S152 AND EXCEPT PART OF LOTS 23
AND 24 PART 1 PLAN 31R4205; TOWNSHIP OF ASSIGINACK

PIN 47135-0694 (Absolute Plus) – PART OF LOTS 23 AND 24 CONCESSION 7
SHEGUIANDAH, PART 1 PLAN 31R4205; TOWNSHIP OF ASSIGINACK

PIN 47135-0209 (LT) – RDAL BTN LT 25 CON 7 & 8 AND LT 27 CON 8 SHEGUIANDAH;
ASSIGINACK

SCHEDULE "B"

**THIS IS SCHEDULE "B" TO THE SUBDIVISION AGREEMENT
BETWEEN 5026911 ONTARIO LIMITED AND THE TOWNSHIP OF
ASSIGINACK**

SUBDIVISION PLAN

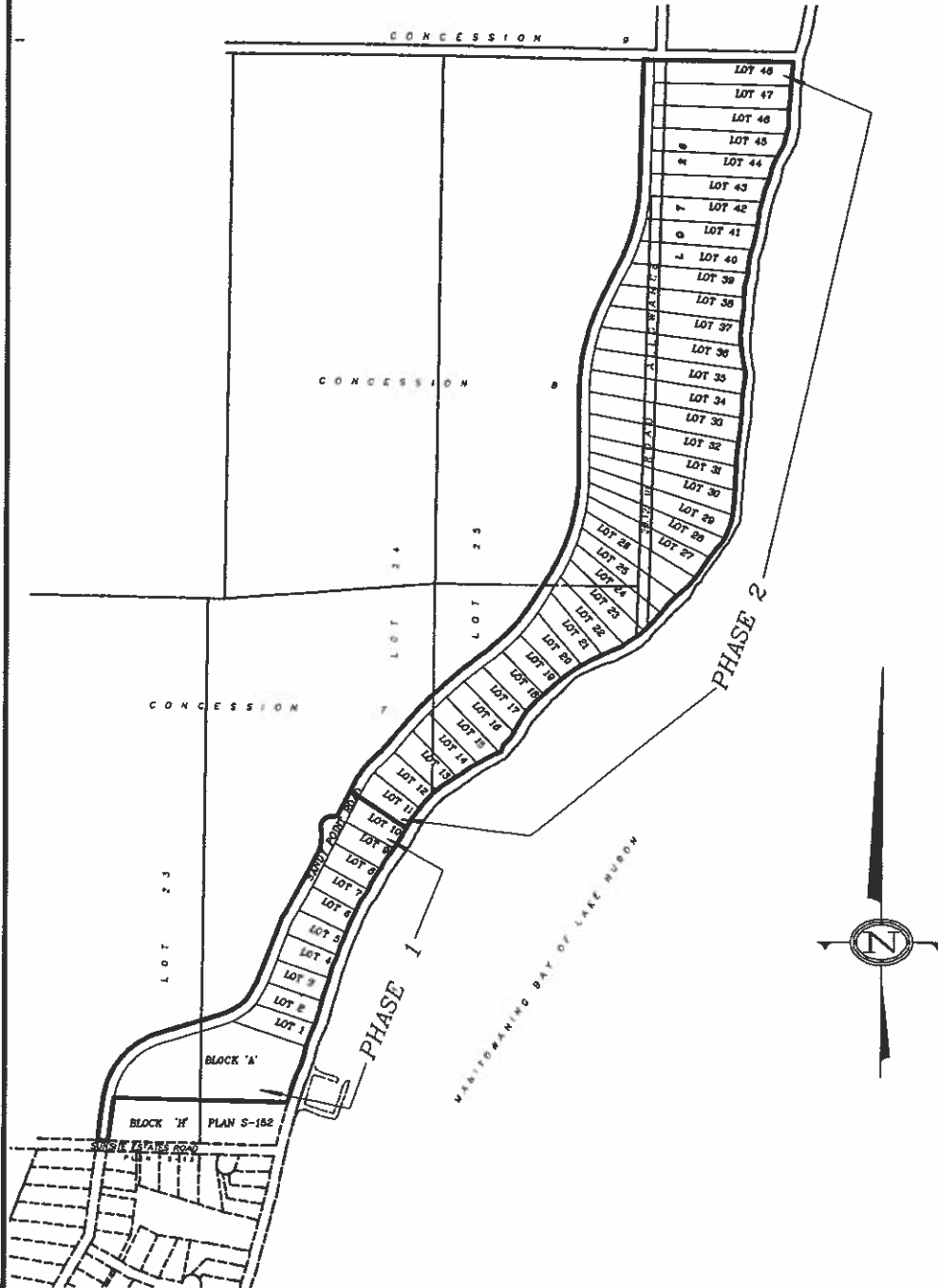
The draft Plan of Subdivision prepared by Keatley Surveying Ltd. and dated February 15, 2022, is hereby incorporated by reference and forms part of this Agreement.

SKETCH ILLUSTRATING PHASING OF SUBDIVISION
 PART LOTS 23-25, CONCESSIONS 7 & 8
 TOWNSHIP OF SHEGUIANDAH
 DISTRICT OF MANITOULIN

SCALE

1:10,000

METRES



CAUTION

THIS IS NOT A PLAN OF SURVEY AND SHALL NOT BE USED FOR TRANSACTION OR MORTGAGE PURPOSES

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DATE: FEBRUARY 15, 2022

KEATLEY SURVEYING LTD.

ONTARIO LAND SURVEYOR

P.O. BOX 578

LITTLE CURRENT, ONTARIO

FILE: 6014

SCALE = 1:10,000

SCHEDULE "C"

**THIS IS SCHEDULE "C" TO THE SUBDIVISION AGREEMENT BETWEEN 5026911
ONTARIO LIMITED AND THE TOWNSHIP OF ASSIGINACK**

CASH DEPOSITS

The Developer shall, on the dates specified herein, lodge with the Municipality the following cash deposits.

1. **TYPE OF SECURITY**

Intentionally deleted.

2. **INTEREST EARNED**

Any interest earned on cash deposits or on security cashed by the Municipality shall accrue to the Municipality.

3. **CASH DEPOSITS**

The following cash deposits are to be paid to the Municipality prior to the execution of this Agreement by the Municipality. In the event that the actual costs incurred by the Municipality under Section A exceed the deposit, such excess shall be invoiced to the Developer and be due and payable thirty (30) days after demand:

SECTION A - LEGAL

Intentionally deleted.

SECTION B – CASH-IN-LIEU OF PARKLAND

For Cash-in-lieu of parkland	\$200,000.00
------------------------------	--------------

SECTION C – ROAD WORK CONSTRUCTION COSTS

Intentionally deleted.

SCHEDULE "D"

**THIS IS SCHEDULE "D" TO THE SUBDIVISION AGREEMENT BETWEEN 5026911
ONTARIO LIMITED AND THE TOWNSHIP OF ASSIGINACK**

SUBDIVISION ACCESS ROAD

By-law #11-04 attached hereto.

**THE CORPORATION OF THE TOWNSHIP
OF ASSIGINACK**

BY-LAW # 11-04

**BEING A BY-LAW OF THE CORPORATION OF THE TOWNSHIP OF
ASSIGINACK TO ESTABLISH MINIMUM STANDARDS FOR ALL NEWLY
CONSTRUCTED ROADS AND STREETS WITHIN THE TOWNSHIP.**

WHEREAS the appropriate authority is found in Section 11 of the Municipal Act, S.O., 2001 ch. 25, as amended;

AND WHEREAS the Council of the Corporation of the Township of Assiginack deems it beneficial to the community to have established standards for the construction of roads and streets;

AND WHEREAS the Township has traditionally used the Ministry of Transportation minimum standards for various classes of roads being constructed in the municipality;

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

1. **THAT** we adopt the following standards for all classes of newly constructed and reconstructed roads and streets in the Township of Assiginack, with all road work to be carried out under the supervision and to the satisfaction of the Public Works superintendent or Engineers, if the Council so wishes.

Right of Way: 20.0 metres – unless a lesser width is authorized in accordance with the requirements of the Municipal Act.

Surface Width: 7.5 metres

Shoulder width (including rounding): 1.0 metre each side

Surface Type: Low Cost bituminous

Depth of Crushed Granular A: 100 mm minimum depth compacted

Depth of Granular Base: As determined by construction of sub grade material and Contour of land (minimum depth 200 mm compacted)

Ditches: Minimum depth from crown of road to bottom of ditch- 0.5 metres. All ditches to be carried to sufficient outlet (2:1 slope).

Culverts: Galvanized corrugated metal, CSP concrete or plastic. Minimum 400 mm diameter or larger as required by Public Works Superintendent.

Geometrics: Dead end streets to be provided with a turning area at the terminus of dead end streets as per cul de sac specifications such that maintenance equipment can work effectively.

Maximum Gradient: 12%

Clean Up: Clearing and grubbing material is not to be left on sides, but is to be hauled to a concealed dump site.

Minimum Width of Clearing 20 metres
Grubbing and Clean Up:

Guidelines for the Placement of
Hydro and Telephone poles on
Municipal property

Any pole or guidewire or anchor shall be no
further than 2 metres from the property line
and that prior to the installation, the Public
Works Superintendent be notified of the
Intent.

2. The decision to obtain engineering expertise in some areas will be the decision of Council.
3. THAT this by-law shall come into force and take effect upon the third reading hereof.

Read a first and second time, this 15 day of ~~February~~, 2011.

Read a third and final time and enacted in Open Council, this 15 day of
~~February~~, 2011.



REEVE



CLERK

Seal

THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK

BY-LAW # 2022-15

**BEING A BY-LAW OF THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK
TO ENTER INTO A VOTER LIST MANAGEMENT SERVICE AGREEMENT WITH
DATAFIX (MUNICIPAL VOTERVIEW).**

WHEREAS the necessary authority is found in Section 11 of the Municipal Act, SO, 2001, Chapter M.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 has reviewed this Service Agreement and is in agreement with its contents;

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

1. THAT the Clerk of the Corporation of the Township of Assiginack be and is hereby authorize to execute the necessary document to enter into a Service Agreement with Datafix for Municipal Voter View Services for the 2022 Municipal Election, 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 19th day of April, 2022.

Mayor: Dave Ham

Deputy Clerk: Alton Hobbs

seal

ADDITIONAL SERVICES STATEMENT OF WORK

This Additional Services Statement of Work ("Statement of Work") is entered into as of the 6th day of April 2022 (the "Effective Date").

BETWEEN:

COMPRINT SYSTEMS INCORPORATED, doing business as DataFix, an Ontario corporation with its registered office at
40 University Avenue, Suite 1010, Toronto Ontario M5J 1T1

(hereinafter called "DataFix")

AND:

Township of Assignack
156 Arthur Street
Manitowaning Ontario P0P 1N0

(hereinafter called "Client")

RECITALS

- A. This Statement of Work is executed pursuant to the Agreement for Voter List Management Services between DataFix and Client, dated for reference 4th day of July 2019 (referred to as "Agreement").
- B. Capitalized terms used herein, but not defined herein, will have the meaning assigned to them in the Agreement.
- C. The language of this Statement of Work are the Terms and Conditions to support addition of Vote by Mail Services for use in the 2022 General Election only. Where there is no conflict or inconsistency between the terms and conditions of this Statement of Work and the terms and conditions of the Agreement, this Statement of Work is expected to add to the terms and conditions of the Agreement.
- D. In the event of any conflict or inconsistency between the terms and conditions of this Statement of Work and the terms and conditions of the Agreement, the terms and conditions of the Agreement will govern unless the Statement of Work expressly states that it amends a particular provision of the Agreement, in which case such amendment will apply solely to the Statement of Work.

TERM OF STATEMENT OF WORK

This Statement of Work to the Agreement shall become effective on the Effective Date and will expire on December 31, 2022.

1.0 VOTE BY MAIL SERVICES

1.1 The Client requires DataFix to provide Vote by Mail services, and for clarity such use is only for the 2022 General Election.

Vote by Mail services
Vote by Mail Fulfillment

(collectively, referred to herein as the "Vote by Mail").

2.0 ADDITIONAL FEES FOR THE ADDITIONAL SERVICES

2.1 In consideration for the Services and other obligation to be performed by DataFix under this Statement of Work, the Client will pay DataFix an **estimated** fee of **\$5,022** plus applicable taxes (collectively, the "Vote by Mail Services Price").

The Parties acknowledge and agree that this Vote by Mail services Price is the payment required to be made by the Client to DataFix for the purchase of its authorization for the Vote by Mail services, and, for clarity, shall be always subject to additional services which may be required pursuant to Section 10.0 of the Agreement.

2.2 The Price includes the following:

<u>Vote by Mail Services</u>	<u>Fees</u>
Vote by Mail fulfillment (estimated 1,800 kits @ \$2.79	\$5,022

DataFix will send an invoice to the Client per the payment schedule below:

- i. Payment 1 **\$3,000** plus applicable tax within 20 days of receipt of a signed agreement
- ii. Payment 2 All the remaining balance of (**\$2,022 estimated**) plus courier fees and applicable tax in October 2022
- iii. The final invoice will reflect the actual number of kits mailed and fees may be adjusted if significantly less than the estimated number of kits are mailed.

- 2.3 In addition to the Vote by Mail Price, the Client agrees to pay DataFix any additional fees for additional services obtained through the Change Order Request process described in Section 10.0 of the Agreement.
- 2.4 The Client agrees to pay DataFix all fees due and payable to DataFix, including the Vote by Mail Price described this Statement of Work, at the times and in the manner as further detailed in this Statement of Work.
- 2.5 The fees detailed in this Statement of Work are quoted net of tax, any taxes applicable to the provision of such Services shall be added and the Client agrees to pay all sums when due and payable, including applicable taxes.
- 2.6 The fees do not cover any travel nor expenses. Any travel and expenses shall be in accordance with the Agreement and the advance written approval of DataFix.

3.0 VOTE BY MAIL FULFILLMENT

- 3.1 DataFix will produce, through its partner, a voter kit for each elector whose Vote by Mail application is approved and on the voters' list at the agreed to date.
- 3.2 The Voter Kit for each elector will consist of the following:
- a) Outer Envelope – 24 lb. white wove 4 1/8 x 9 1/2 with double window printed black
 - b) Return Envelope (Business Reply) – 24 lb. Canary (yellow) 4" x 9" with double window printed black
 - c) Secrecy envelope – 24 lb. white wove 3.75" x 8.75" non-window printed black
 - d) Composite 8.5" x 11" ballot
 - e) Voter Declaration/Instruction letter – 8.5" x 11" with horizontal perforation

4.0 CLIENT RESPONSIBILITY

- 4.1 To guarantee that mail items are processed and sent to the Client on the agreed to date, a number of items must be provided by the Client in order for DataFix to prepare the voter kits. All of these requirements along with their cut-off dates will be posted in the VoterView Application Home page. To ensure a smooth transition it is imperative that the dates are respected.
- 4.2 It is the Client's obligation to provide all the postal requirements outlined below, those detailed in the VbM Checklist as well as meet the cut-off dates posted in the VoterView Application Home page. Requests received after the cut-off dates may be subject to additional processing fees.

4.3 Artwork for Postal Indicia/Canada Post Customer Number

The Client is responsible for providing to DataFix, the following Canada Post items to create the Voter kits:

- a) Business Reply Permit:
A Canada Post approved artwork and permit number for use on the yellow Election Return Envelope
- b) Standard Lettermail Customer Number and Agreement Number for mailing the Voter kits

Note: Canada Post will invoice the Client for all postage use, i.e., outgoing and/or the return of business reply mail items.

4.4 Camera Ready Artwork

The Client is responsible for providing DataFix with the required Camera-Ready Artwork of its municipal logo as well as the return address to be displayed on the voter kit. All Artwork must be provided electronically and must meet the required specifications.

4.5 Blank Kits Request

Requests for blank kits and appropriate volumes must be provided to DataFix by the specified due date. Requests received after the cut-off dates may be delayed since priority will be given to the processing of the outgoing mail kits.

4.6 Mail Drop Date Selection

Request for mail drop dates and cut-offs will be posted in the VoterView application. Mail drop date selection will be granted on a first come first served basis. Requests received after the cut-off date will be assigned the next available print window.

[the remainder of this page left intentionally blank; the next page is the Signature Page]

Counterparts. This Statement of Work may be executed by electronic signature and in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

COMPRINT SYSTEMS INCORPORATED, doing business as DataFix:

By: _____ Hortense L. Harvey
Signature Print Name
National Director, Client Services
Print Title

(I have authority to bind DataFix.)

TOWNSHIP OF ASSIGINACK:

By: _____ Alton Hobbs
Signature Print Name
CAO
Print Title

(I have authority to bind Client.)

**Ministry of the Environment,
Conservation and Parks**

**Ministère de l'Environnement,
de la Protection de la nature
et des Parcs**

RECEIVED
APR 13 2022

**Environmental Permissions
Branch**

**Direction des permissions
environnementales**

**2nd Floor
40 St. Clair Avenue W
Toronto, ON, M4V 1M2
Tel.: 416 314-8001
Fax.: 416 314-1037
Toll-free: 1 888 999-1035**

**2^e étage
40, avenue St. Clair Ouest
Toronto, ON, M4V 1M2
Tél. : 416 314-8001
Télé. : 416 314-1037
Sans frais : 1 888 999-1035**

April 13, 2022

To All Municipal Drinking Water System Owners/Operators,

There is a growing threat of cyber-attacks targeting municipal infrastructure, including drinking water systems. Recent incidents in the U.S. and Canada have shown that systems can be vulnerable and that measures must be taken to ensure that they are adequately protected.

These attacks can cause significant harm, including:

- loss of system process visibility for operators (e.g., unable to monitor treatment processes)
- interruption of data recording leading to a loss of critical/compliance data
- inability to remotely control processes and/or loss of automatic control
- installation of malicious programs like ransomware, which can disable business enterprise until money is paid, and
- loss of data (stolen or maliciously deleted).

These attacks can:

- compromise the ability of municipal utilities to provide clean and safe water
- erode customer confidence
- result in financial expenditure and legal liabilities, and
- result in compliance issues from loss of data.

The Drinking Water Quality Management Standard (DWQMS) requires the operating authority for your system to conduct a risk assessment every 36 months. The Ministry has updated the list of hazards and hazardous events that are required to be considered as part of this DWQMS

risk assessment. Notice of this update can be accessed on the Environmental Registry under ERO number 019-4855 or directly at the following link: <https://ero.ontario.ca/notice/019-4855>

I encourage you to review your DWQMS risk assessment to ensure that cybersecurity threats have been considered and take pro-active measures to ensure that your systems, data and records are adequately protected.

If you have any questions about the DWQMS or the need to consider cybersecurity threats in the DWQMS risk assessment, please contact Christopher Manning at Christopher.Manning@Ontario.ca.

Thank you,

A handwritten signature in black ink that reads "A. Ahmed". The signature is written in a cursive style and is underlined with a single horizontal line.

Aziz Ahmed, P. Eng.
Director, Part V, Safe Drinking Water Act, 2002