

MUNICIPALITY



OF ASSIGINACK

BOX 238, MANITOWANING, ONT., P0P 1N0

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

www.assiginack.ca

**REGULAR MEETING OF COUNCIL
IN CHAMBERS**

Tuesday, May 17, 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) Minutes of Regular Council Meeting of May 3, 2022

4. DELEGATIONS

NONE

5. REPORTS

NONE

6. ACTION REQUIRED ITEMS

- a) Accounts for Payment: General: \$ 87,898.98
Payroll: \$ 33,824.50
- b) Tenders: Post Office Flooring
Gravel
Water to Information Booth
- c) JL Richards: Drawings Preparation Authorization
- d) Short Term Accommodation Rental Comments
- e) 2022 Fire Extinguisher Proposal

7. INFORMATION ITEMS

a) CPAC: March Statistics

8. BY-LAWS

None

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, May 3, 2022 at 5:00 pm.

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

Staff: Alton Hobbs, CAO, Deputy Clerk
Deb MacDonald, Treasurer
Ron Cooper, PW Superintendent
Freda Bond, Tax and Utilities Manager
Jackie White, PEC
Dwayne Elliott, Fire Chief

Press:

Public: Brenda Reid
Frank Klodnicki
Theo Flikweert
Cassandra Flikweert

OPENING:

112-10-2022 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:

#113-10-2022 C. Jones - R. Maguire

THAT we adopt the agenda as amended, adding: 5b) 2021 Consolidated Financial Statements and 6c) Manitoulin Special Olympics Donation.

CARRIED

DISCLOSURE OF PECUNIARY INTEREST:

Councillor Jones declared a potential conflict on Resolution #119-10-2022.

ANNOUNCEMENTS:

NONE

ADOPTION OF MINUTES:

#114-10-2022 D. McDowell – C. Jones

THAT the Minutes of the Regular Council Meeting of April 19, 2022 be accepted.

CARRIED

DELEGATIONS:

NONE

REPORTS:

#115-10-2022 R. Maguire – H. Moggy

THAT we accept the Treasurer's Report: Ontario Regulation 284/09 – 2022 Budget.

CARRIED

#116-10-2022 D. McDowell – C. Jones

THAT we confirm receipt and acceptance of the 2021 Consolidated Financial statements from Freelandt, Caldwell, Reilly.

CARRIED

ACTION REQUIRED ITEMS:

#117-10-2022 D. McDowell - H. Moggy

THAT Council authorizes the following Accounts for Payment:

General: \$ 71,183.93;

AND THAT the Mayor and administration be authorized to complete cheques #31937 through #31968 as described in the attached cheque register report.

CARRIED

#118-10-2022 C. Jones - R. Maguire

THAT Council authorizes the following Accounts for Payment:

Payroll: \$ 21,179.03

AND THAT the Mayor and administration be authorized to complete cheques #31929 through #31936 as described in the attached cheque register report.

CARRIED

#119-10-2022 H. Moggy – D. McDowell

THAT we authorize the use of Queen's Park as a Food Forest, recognizing our previous tree planting commitment, agree to contribute \$ 3,200.00 towards its creation from the current capital budget and call for volunteers to assist in its planting and maintenance.

CARRIED

#120-10-2022 D. McDowell – R. Maguire

THAT we donate \$ 500.00 to the Manitoulin Special Olympics.

CARRIED

INFORMATION ITEMS:

#121-10-2022 H. Moggy – C. Jones

THAT we acknowledge receipt of the following correspondence items:

- a) Gravenhurst: Floating Accommodations
- b) Barrie: Joint and Several Liability
- c) Cramahe: More Homes for Everyone Act
- d) Vaughn: Municipal Development Planning
- e) Manitoulin Centennial Manor: Joint Meeting Invitation

CARRIED

BY-LAWS:

#122-10-2022 D. McDowell – H. Moggy

THAT By-law # 2022-13, being a By-law to authorize an Agreement with Bell Canada for 911 Services be given first and second third and final readings and enacted in Open Council.

CARRIED

#123-10-2022 C. Jones – R. Maguire

THAT By-law # 2022-16, being a by-law to set the 2022 Tax Ratios be given first, second, third and final reading and enacted in Open Council.

CARRIED

#124-10-2022 H. Moggy - D. McDowell

THAT By-law # 2022-17, being a by-law to set the tax rates levy taxes and collect penalties and interest for 2022 be given first, second, third and final readings and enacted in Open Council.

CARRIED

#125-10-2022 R. Maguire – C. Jones

THAT By-law # 2022-18, being a by-law to set 2022 water and wastewater rates be given first, second, third and final readings and enacted in Open Council.

CARRIED

CLOSED SESSION:

#126-10-2022 C. Jones – R. Maguire

THAT in accordance with By-law # 02-02 as amended and Section 239 of the Municipal Act as amended, Council proceed to a Closed Session (in camera) at 5:15 pm in order to attend to matters pertaining to:
Personnel and Security and potential land sale in the Municipality.

CARRIED

#127-10-2022 H. Moggy – D. McDowell

THAT we adjourn from our closed session at 5:55 pm, accept the Minutes of the previous closed session and resume our regular meeting.

CARRIED

CLOSING:

#128-10-2022 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: 55 pm

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

The Township of Assiginack
 CHEQUE DISTRIBUTION REPORT
 Payables Management

Ranges: From: To: From: To:
 Vendor ID First Last Chequebook ID First Last
 Vendor Name First Last Cheque Number 0031981 0032007
 Cheque Date First Last
Sorted By: Cheque Number

Distribution Types Included: All

ChqNo:	0031981	Date:	2022-05-09	Vendor:	ALLEN'S AUTOMOTIVE GROUP	Amount:	\$20.64
InvNo:	043022	InvDesc:	s.chgs	InvAmt:		\$20.64	
ChqNo:	0031982	Date:	2022-05-09	Vendor:	ASSIGINACK HORTICULTURAL SOCIETY	Amount:	\$1,000.00
InvNo:	2022 DONATION	InvDesc:	2022 donations	InvAmt:		\$1,000.00	
ChqNo:	0031983	Date:	2022-05-09	Vendor:	COMPUTREK	Amount:	\$3,606.67
InvNo:	25477	InvDesc:	april offsite backup storage	InvAmt:		\$55.48	
InvNo:	25354	InvDesc:	may remote server mgmt	InvAmt:		\$810.66	
InvNo:	25345	InvDesc:	admin-laptop	InvAmt:		\$2,740.53	
ChqNo:	0031984	Date:	2022-05-09	Vendor:	G. STEPHEN WATT, BARRISTER	Amount:	\$3,096.77
InvNo:	3907	InvDesc:	general legal	InvAmt:		\$3,096.77	
ChqNo:	0031985	Date:	2022-05-09	Vendor:	GERRY STRONG	Amount:	\$153.85
InvNo:	MAY 9 2022	InvDesc:	bdg insp mileage	InvAmt:		\$153.85	
ChqNo:	0031986	Date:	2022-05-09	Vendor:	GFL ENVIRONMENTAL INC 2019	Amount:	\$3,316.70
InvNo:	G00000019813	InvDesc:	april recy.transport	InvAmt:		\$3,316.70	
ChqNo:	0031987	Date:	2022-05-09	Vendor:	HYDRO ONE NETWORKS INC.	Amount:	\$12,904.85
InvNo:	APRIL 26 2022 MTGWTP	InvDesc:	mtg wtp	InvAmt:		\$5,371.02	
InvNo:	APR 28 2022 LITES	InvDesc:	street lites	InvAmt:		\$620.85	
InvNo:	APR 29 2022 LAGOON	InvDesc:	lagoon	InvAmt:		\$2,923.02	
InvNo:	APRIL 22 2022 PO/BNK	InvDesc:	po/bnk	InvAmt:		\$487.47	
InvNo:	APRIL 22 2022 LIBRAR	InvDesc:	library	InvAmt:		\$498.92	
InvNo:	APR 22 2022 DOCKS	InvDesc:	marina docks	InvAmt:		\$43.96	
InvNo:	APR 22 2022 INFO BTH	InvDesc:	info booth	InvAmt:		\$35.90	
InvNo:	APR 22 2022 SHOWRS	InvDesc:	marina showerhouse	InvAmt:		\$35.54	
InvNo:	APR 22 2022 SS WTP	InvDesc:	ss wtp	InvAmt:		\$1,816.84	
InvNo:	APR 22 2022 ARENA	InvDesc:	arena	InvAmt:		\$991.62	
InvNo:	APR 22 2022 TENNIS	InvDesc:	tennis courts	InvAmt:		\$35.63	
InvNo:	APR 21 2022 QPRKS	InvDesc:	queens park	InvAmt:		\$38.94	
InvNo:	APRIL 7 2022 MICROFI	InvDesc:	pw microfit	InvAmt:		\$5.14	
ChqNo:	0031988	Date:	2022-05-09	Vendor:	M&L SUPPLY - FIRE & SAFETY	Amount:	\$2,016.30
InvNo:	011836	InvDesc:	fd-breath appar.analysis	InvAmt:		\$2,016.30	
ChqNo:	0031989	Date:	2022-05-09	Vendor:	MANITOWANING MILL & HOME BUILDING CENTRE	Amount:	\$271.59

CHEQUE DISTRIBUTION REPORT
Payables Management

InvNo:	0240326	InvDesc:	arena-paint.tape/brush	InvAmt:	\$102.22		
InvNo:	0240342	InvDesc:	arena-paint (badminton)	InvAmt:	\$79.09		
InvNo:	0240446	InvDesc:	arena-t.paper dispenser	InvAmt:	\$53.10		
InvNo:	0242178	InvDesc:	po-g.bags	InvAmt:	\$20.24		
InvNo:	0242179	InvDesc:	lib bldg-cln supplies	InvAmt:	\$16.94		
ChqNo:	0031990	Date:	2022-05-09	Vendor:	MANITOULIN EXPOSITOR	Amount:	\$217.29
InvNo:	113117	InvDesc:	advertising	InvAmt:	\$217.29		
ChqNo:	0031991	Date:	2022-05-09	Vendor:	MANITOULIN PLANNING BOARD	Amount:	\$1,482.76
InvNo:	COOP 2021	InvDesc:	coop2021-assig share	InvAmt:	\$1,482.76		
ChqNo:	0031992	Date:	2022-05-09	Vendor:	METAL AIR MECHANICAL SYSTEMS	Amount:	\$235.04
InvNo:	W12438	InvDesc:	arena-brine adjustment	InvAmt:	\$235.04		
ChqNo:	0031993	Date:	2022-05-09	Vendor:	MINISTER OF FINANCE	Amount:	\$22,759.00
InvNo:	302104221305013	InvDesc:	march policing	InvAmt:	\$22,759.00		
ChqNo:	0031994	Date:	2022-05-09	Vendor:	NEW NORTH FUELS INC	Amount:	\$5,633.11
InvNo:	617002	InvDesc:	pw-diesel	InvAmt:	\$944.48		
InvNo:	617001	InvDesc:	pw-dyed diesel	InvAmt:	\$2,777.23		
InvNo:	617116	InvDesc:	mun office-furnace oil	InvAmt:	\$613.52		
InvNo:	617115	InvDesc:	po-furnace oil	InvAmt:	\$1,297.88		
ChqNo:	0031995	Date:	2022-05-09	Vendor:	NORTH EASTERN MANITOULIN & THE ISLANDS	Amount:	\$50.00
InvNo:	IVC0009528	InvDesc:	pec-walking challenge prize	InvAmt:	\$50.00		
ChqNo:	0031996	Date:	2022-05-09	Vendor:	NORTHERN 911	Amount:	\$460.08
InvNo:	21216-05012022	InvDesc:	may 911 dispatch	InvAmt:	\$460.08		
ChqNo:	0031997	Date:	2022-05-09	Vendor:	PAUL METHNER	Amount:	\$1,100.00
InvNo:	#2022-04-30	InvDesc:	april animal control	InvAmt:	\$1,100.00		
ChqNo:	0031998	Date:	2022-05-09	Vendor:	PITNEY WORKS	Amount:	\$2,280.60
InvNo:	MAY 3 2022	InvDesc:	postage meter refill	InvAmt:	\$2,280.60		
ChqNo:	0031999	Date:	2022-05-09	Vendor:	RECEIVER GENERAL	Amount:	\$17,766.11
InvNo:	APRIL 2022	InvDesc:	april source deductions	InvAmt:	\$17,766.11		
ChqNo:	0032000	Date:	2022-05-09	Vendor:	SUPERIOR PROPANE INC.	Amount:	\$4,081.21
InvNo:	38878022	InvDesc:	pw-propane	InvAmt:	\$3,699.03		
InvNo:	38878023	InvDesc:	fd-propane	InvAmt:	\$346.58		
InvNo:	38758073	InvDesc:	pw-cylinder rental	InvAmt:	\$11.87		
InvNo:	38758074	InvDesc:	arena-cylinder rental	InvAmt:	\$23.73		
ChqNo:	0032001	Date:	2022-05-09	Vendor:	CANADA POST	Amount:	\$949.20
InvNo:	9823109432	InvDesc:	election exp-brm fees	InvAmt:	\$949.20		
ChqNo:	0032002	Date:	2022-05-09	Vendor:	GOPHER SPORT	Amount:	\$73.12
InvNo:	IN170542	InvDesc:	pec-softball equip	InvAmt:	\$298.56		

THE TOWNSHIP OF ASSINIBOIA
CHEQUE DISTRIBUTION REPORT
Payables Management

ChqNo:	Date:	Vendor:	Amount:
0032003	2022-05-09	JON MENDE	\$45.20
InvNo: MAY 2022	InvDesc: marina training reimb	InvAmt: \$45.20	
0032004	2022-05-09	MANITOULIN SPECIAL OLYMPICS	\$500.00
InvNo: 2022 DONATION	InvDesc: donation	InvAmt: \$500.00	
0032005	2022-05-09	WAT SUPPLIES	\$598.11
InvNo: 267524	InvDesc: admin-t.tissue/grout brush	InvAmt: \$71.44	
InvNo: 267525	InvDesc: marina-g.bags/t.tissue/p.twls,	InvAmt: \$355.95	
InvNo: 267532	InvDesc: po-urinal scrns/clnrs	InvAmt: \$60.16	
InvNo: 267533	InvDesc: lib bldg-urinal scrns/clnrs	InvAmt: \$110.56	
0032006	2022-05-09	WEAVER-SIMMONS	\$276.85
InvNo: 952174	InvDesc: general legal	InvAmt: \$276.85	
0032007	2022-05-09	WINDOWS UNLIMITED	\$3,003.92
InvNo: 885228	InvDesc: admin/lib cleaning	InvAmt: \$3,003.92	

*** End of Report ***

Report Total:

\$87,898.98

Payment #	Amount	Date	Batch #	Employee ID	Employee Name	Status	Payment Method
0031969		2022-05-09	2022RETRO	122	HOBBS, ALTON	OUTSTANDING	Cheque
0031970		2022-05-09	2022RETRO	126	MacDONALD, DEBORAH	OUTSTANDING	Cheque
0031971		2022-05-09	2022RETRO	133	BOND, FREDA	OUTSTANDING	Cheque
0031972		2022-05-09	2022RETRO	378	MILLETTE, SHELBA	OUTSTANDING	Cheque
3015		2022-05-09	2022RETRO	106	WOOD, STEVEN	OUTSTANDING	Direct Deposit
3016		2022-05-09	2022RETRO	118	COOPER, RONALD	OUTSTANDING	Direct Deposit
3017		2022-05-09	2022RETRO	168	STRONG, GERRY	OUTSTANDING	Direct Deposit
3018		2022-05-09	2022RETRO	301	ROBINSON, DEBBIE	OUTSTANDING	Direct Deposit
3019		2022-05-09	2022RETRO	323	WHITE, JACQUELINE	OUTSTANDING	Direct Deposit
3020		2022-05-09	2022RETRO	362	SAGLE, EDDY	OUTSTANDING	Direct Deposit
3021		2022-05-09	2022RETRO	364	BOND, KYLE	OUTSTANDING	Direct Deposit
3022		2022-05-09	2022RETRO	365	BOWERMAN, COLE	OUTSTANDING	Direct Deposit
3023		2022-05-09	2022RETRO	370	LENTIR, CRYSTAL	OUTSTANDING	Direct Deposit
3024		2022-05-09	2022RETRO	381	COOPER, JEREMY	OUTSTANDING	Direct Deposit

Total : \$11,624.12

Date : 2022-05-09
Time : 10:22:21 AM

The Township of Assiginack

Page: 1

Payment #	Amount	Date	Batch #	Employee ID	Employee Name	Status	Payment Method
0031973		2022-05-09	05/09COMB	122	HOBBS, ALTON	OUTSTANDING	Cheque
0031974		2022-05-09	05/09COMB	126	MacDONALD, DEBORAH	OUTSTANDING	Cheque
0031975		2022-05-09	05/09COMB	133	BOND, FREDA	OUTSTANDING	Cheque
0031976		2022-05-09	05/09COMB	219	JONES, CHRISTIANNA	OUTSTANDING	Cheque
0031977		2022-05-09	05/09COMB	371	BELL, NATALIA	OUTSTANDING	Cheque
0031978		2022-05-09	05/09COMB	378	MILLETTE, SHELBA	OUTSTANDING	Cheque
0031979		2022-05-09	05/09COMB	383	MENDE, JONATHAN	OUTSTANDING	Cheque
0031980		2022-05-09	05/09COMB	384	CASE, LORI	OUTSTANDING	Cheque
3025		2022-05-09	05/09COMB	106	WOOD, STEVEN	OUTSTANDING	Direct Deposit
3026		2022-05-09	05/09COMB	118	COOPER, RONALD	OUTSTANDING	Direct Deposit
3027		2022-05-09	05/09COMB	168	STRONG, GERRY	OUTSTANDING	Direct Deposit
3028		2022-05-09	05/09COMB	211	MOGGY, HUGH	OUTSTANDING	Direct Deposit
3029		2022-05-09	05/09COMB	218	MCDOWELL, DAVID	OUTSTANDING	Direct Deposit
3030		2022-05-09	05/09COMB	220	HAM, DAVID	OUTSTANDING	Direct Deposit
3031		2022-05-09	05/09COMB	221	MAGUIRE, ROBERT	OUTSTANDING	Direct Deposit
3032		2022-05-09	05/09COMB	301	ROBINSON, DEBBIE	OUTSTANDING	Direct Deposit
3033		2022-05-09	05/09COMB	323	WHITE, JACQUELINE	OUTSTANDING	Direct Deposit
3034		2022-05-09	05/09COMB	362	SAGLE, EDDY	OUTSTANDING	Direct Deposit
3035		2022-05-09	05/09COMB	364	BOND, KYLE	OUTSTANDING	Direct Deposit
3036		2022-05-09	05/09COMB	365	BOWERMAN, COLE	OUTSTANDING	Direct Deposit
3037		2022-05-09	05/09COMB	370	LENTIR, CRYSTAL	OUTSTANDING	Direct Deposit
3038		2022-05-09	05/09COMB	381	COOPER, JEREMY	OUTSTANDING	Direct Deposit
3039		2022-05-09	05/09COMB	386	NEWMAN, PERRY	OUTSTANDING	Direct Deposit

Total : \$22,200.38

Alton Hobbs

From: AssignackFire <assignackfire@EastLink.ca>
Sent: May 4, 2022 1:18 PM
To: Alton Hobbs
Subject: Fwd: QUOTE 22-031 TOWNSHIP OF ASSIGNACK
Attachments: QUOTE 22-031 TOWNSHIP OF ASSIGNACK

Good Afternoon Alton

Attached is the quote for Troy Life and Fire Safety Ltd. to complete our yearly fire extinguisher inspections and service. Currently Troy services the alarm system at the community center. I have not compared pricing with other providers at this point.

The previous extinguisher service company has been sold and no longer services our area.

We have a service date scheduled for May 30/ 31, 2022 pending councils approval at the May 17th meeting.

Thank You

--

Dwayne Elliott, Fire Chief
Assignack Fire Department
Provincial Fire Coordinator, Manitoulin District
P.O. Box 238, 156 Arthur St.
Manitowaning, ON
POP 1N0

Cell (705) 936-7729
Fax (705) 859-3010
Home (705) 859-2706

Email: assignackfire@eastlink.ca



Life & Fire Safety Ltd. Fax 705-560-2063

762 Notre Dame Ave. Suite 2

Sudbury, P3A 2T4

Phone 705-560-4626

Proposal No 22-031

05/04/22



INSPECTION, TEST AND MAINTENANCE QUOTATION

Township of Assiginack

Thomas Reynolds

Preventive Maintenance Account Manager

P: 705-560-4626 X230

C: 705-690-9324

thomas.reynolds@troylfs.com



762 Notre Dame Ave. Suite 2
 Sudbury, P3A 2T4
 Phone 705-560-4626
 Fax 705-560-2063

Proposal No 22-031

Preventive Maintenance Quotation

Customer Name: <u>Township of Assiginack</u>	Primary Address/Name: _____
(Hereinafter referred to as "Customer")	_____
Contact Name: <u>Dwayne Elliott</u>	_____
Phone: _____	City: _____ PC: _____
Fax: _____	Billing Address/Name: _____
Email: <u>assignackfire@eastlink.ca</u>	_____
Cellular: <u>705-936-7729</u>	City: _____ PC: _____

Scope of Service

In consideration of their mutual agreement, Troy Life & Fire Safety Ltd. and the Customer agree that the following services and type of equipment coverage are to be supplied or performed (hereinafter referred to as "Goods" or "Services") at the above location(s) in accordance with the terms of this quotation.

I. Type of Services

- Test and Inspection Agreement

II. Equipment/Goods Covered

Component	Quantity/Type/Description	Frequency of Service					
		Weekly	Monthly	Bi-Monthly	Quarterly	Semi-Annual	Annual
Fire Alarm		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Emergency Lighting		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Extinguisher		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sprinkler Wet		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sprinkler Dry & Preaction		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire Hoses & Cabinets		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hydrants		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Backflows		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire Pumps		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kitchen Hood		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Special Hazard		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Preventive Maintenance Quotation

Duration

This quotation shall remain in effect for an initial term of **1** year(s) beginning **04/27/22** (the "Effective Date") and shall automatically be renewed for additional terms of the same length as the initial term unless either party notifies the other, in writing, not less than sixty (60) days prior to the expiration of the initial term or then current renewal term, as the case may be, of its intention to terminate Services.

Annual Price

Troy Life & Fire Safety Ltd. will provide Services pursuant to this Preventive Maintenance quotation for the sum of **\$1,200.00** during the first year. Troy shall have the right to increase the annual price for Services after the initial term for any one or more renewal terms with written notice. Customer shall have the right to terminate this agreement without penalty by giving written notice to that effect to Troy within thirty (30) days from the date of Troy written notice of such increase, failing which, this agreement shall continue in full force and effect subject to the amended annual charges.

Services will be invoiced as inspections are completed based upon the agreed frequency and pricing as identified below.

- **\$1,200.00** for the Annual Extinguisher Inspection

Inspection

Troy Life & Fire Safety Ltd. and the Customer agree that annual inspection services are to be conducted in **2022**.

Additional Charges/Fees

The following will be charged in addition to the price(s) as indicated on this quotation:

- Applicable Federal and/or Provincial sales taxes
- Required or requested maintenance repairs completed while on site performing inspections
 - Pre-negotiated maximum limit for said repairs not to exceed **\$500.00** per inspection visit
 - Repairs to be billed with the inspection services unless otherwise stated in this agreement

SIZE/TYPE	6YR MAINT	HYDRO TEST
2.5LB ABC	\$ 25.00	\$ 35.00
5LB ABC	\$ 35.00	\$ 45.00
10LB ABC	\$ 50.00	\$ 60.00
20LB ABC	\$ 65.00	\$ 75.00
6L KCLASS	\$ 75.00	\$ 85.00
5LB CO2	\$ 55.00	\$ 65.00
10LB CO2	\$ 70.00	\$ 80.00
15LB CO2	\$ 85.00	\$ 95.00
20LB CO2	\$ 100.00	\$ 110.00



762 Notre Dame Ave. Suite 2
Sudbury, P3A 2T4
Phone 705-560-4626
Fax 705-560-2063

Proposal No 22-031

Special Conditions:

1. This quotation is to provide testing and inspection in compliance with the National Fire Protection Association (NFPA) Standard #25 for the Fire Suppression Systems.
2. This quotation is contingent and relies upon the fact that the Customer/Owner's Fire Suppression Systems installation is NFPA #13 compliant and conforms to all local applicable codes and bylaws.
3. If Troy Life & Fire Safety Ltd., as part of its Services is winterizing a dry system, this Service is not a guarantee to protect the system over freezing months. To prevent sprinkler pipes from freezing and damage to systems and building, Customer is required to continue an ongoing general maintenance program which documents the dates the auxiliary drains were opened to remove any accumulated water.
4. All test and inspections are to be performed during normal business hours (8am to 4pm) unless otherwise specified.
5. If applicable, the customer shall arrange to have required trades or building representative on site to provide access to restricted & occupied areas, (elevator shafts, transformer/hydro vaults, apartment etc.).
6. Lifts, Ladders and scaffolds are not supplied by Troy Life & Fire Safety Ltd.
7. The Customer will be responsible for notifying tenants in regarding to the date, times, etc. when testing will be performed.
8. Complete documentation of the test and Inspection will be supplied post completion of Service(s).
9. Any deficiencies or detrimental conditions discovered in the course of an Inspection will be reported to the Customer and it will be the Customer's responsibility to correct these deficiencies or conditions.
10. All test and inspections are performed in accordance to the Manufacturer's specifications, the "Authority Having Jurisdiction" and all applicable local and/or provincial codes pertaining to inspections of Life Safety Systems/Equipment.
11. Additional charges may apply to the annual inspection upon the discovery of confined space entry requirements
12. All test & inspection to be conducted by Troy qualified, A.S.T.T, C.F.A.A., Certified Personnel/Licensed Sprinkler Fitter.
13. The customer is responsible for ensuring access to all Fire Alarm devices during the annual inspection. Should access to a device not be available, the device will be identified on the report as "inaccessible" and must be inspected the following year or will be marked deficient.
14. No repairs or replacements will be made without prior approval of customer.
15. All replacement material will be ULC listed for use with your system.



Additional Service Rates

Any additional Services approved and undertaken by Troy Life & Fire Safety Ltd. shall be provided in accordance with the following rates and terms of this quotation;

1. Labour

Labour required in the provision of additional Services shall be charged to the Customer by the Contractor in accordance with the following hourly rate schedule, or as otherwise agreed by the parties with respect to a specific additional Service. Contractor reserves the right to increase its additional Service rates at any time during the term, provided notice is given to the Customer.

1.1

Service Time	Fire Alarm	Service Rate
Monday to Friday (08:00 – 16:30)	Fire Alarm	\$108.00 / Hour
After Hours Monday to Friday (16:31– 24:00)	Fire Alarm	\$162.00 / Hour
After Hours Monday to Friday (00:01 – 7:59) Weekends & Holidays	Fire Alarm	\$216.00 / Hour

Service Time	Certified Sprinkler Fitter	Service Rate
Monday to Friday (08:00 – 16:30)	Certified Sprinkler Fitter	\$108.00 / Hour
After Hours Monday to Friday (16:31 – 7:59), Weekends and Holidays	Certified Sprinkler Fitter	\$216.00 / Hour

Minimum labour charges:

2 hour minimum charge applies for technicians/fitters during regular business hours.

3 hour minimum charge applies for technicians/fitters dispatched after hours and during weekends and holidays.

2. Travel

2.1 Travel required in the provision of additional Services shall be charged to the Customer at a rate of \$0.85 per KM per trip for Remote Travel and \$85.00 Truck Charge for Metro Travel or otherwise agreed by the parties with respect to a specific Addition al Service. The total costs of any out of scope repairs will be include travel time billed at the above noted rates.



762 Notre Dame Ave. Suite 2
Sudbury, P3A 2T4
Phone 705-560-4626
Fax 705-560-2063

Proposal No 22-031

TERMS OF AGREEMENT

Customer is responsible for disposal of unwarranted batteries in accordance with local regulations.

The pricing and Terms and Conditions of this quotation are valid for a period of Thirty (30) days from the date of issuance.

NOTE: This quotation is subject to final approval by Troy Life & Fire Safety Ltd.

This quotation for delivery of Goods or Services described herein is subject to Troy Life & Fire Safety Ltd.'s General Terms and Conditions attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this quotation to be effective as of the Effective Date.

Customer Name: **Municipality of Manitouwaning**

Proposal No: **22-031**

Submitted by Thomas Reynolds

Date 04/27/22

Accepted:

(Full legal name of Customer)

Authorized Signatory

Title _____

Date _____

Service Location: **Troy Life & Fire Safety Ltd.**

Address: 764 Notre Dame Ave.
Sudbury, ON P3A 2T4

Phone: (705) 560-4626

General Terms and Conditions. The Customer and Troy Life & Fire Safety Ltd. ("Seller") have entered into a binding quotation for the provision of the "Goods" or "Services" described therein and is expressly conditioned on Customer's assent to the following General Terms and Conditions that will take priority over and exclude any terms and conditions proposed by Customer dealing with the same or similar subject matter, including but not limited to any pre-printed terms and conditions on the Customer's purchase order.

Sales and payment terms. Terms are net 30 days from date of invoice, unless mutually agreed otherwise in writing. If payment is not received when due, Customer will be responsible for all collection and legal fees and Seller shall be entitled to charge interest at a rate of the lesser of [eighteen percent (18%)] per annum, and the highest rate permissible by applicable law. Customer may not retain payment on account of any claim that it may have against Seller or offset any such claim against the invoiced price. Nothing shall serve to void Seller's construction lien and/or bonding claim rights in accordance with provincial law. If Customer has an account in arrears with Seller, Seller reserves the right to withhold documentation including verification reports and/or inspection certificates until such time account is current.

Delivery, title, and risk of loss. All shipments of Goods will be FOB shipping point. Delivery, shipment, and installation dates are estimated dates only, and unless otherwise specified are figured from date of receipt of complete technical data and approved drawings as such may be necessary. Seller will ship via its preferred carrier. Seller reserves the right to make partial shipments unless specifically stated otherwise on Customer's purchase order. Freight charges will be prepaid by Seller and invoiced to Customer unless mutually agreed otherwise in writing. Customer must promptly file claims for damaged items with the freight carrier. Seller will determine the point of shipment and Goods may be shipped from multiple locations.

All Services will be FOB destination.

Force Majeure. Seller shall not be liable, directly or indirectly, for non-delivery, delays in performance, or any other failure to comply with our obligations under these terms and conditions if same is due to labour difficulties, inability to secure transportation, shortages, lockouts, strikes or stoppages of any sort, fires, floods, accidents (in manufacture or otherwise), failure or delay in obtaining materials or manufacturing facilities, acts of government, weather, embargoes, civil unrest, terrorism, war, invasion, riots, acts (or omissions) of Customer or Customer's suppliers or agents including (but not limited to) Customer's failure to promptly supply all necessary documentation or acts of God or any other cause beyond our reasonable control, and, when such delays arise, all of our obligations and estimated dates shall be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay. Seller will be entitled to an equitable price and performance adjustment.

Cancellation and Return of Goods. Goods may be cancelled only with Seller's written consent and upon payment of reasonable and proper cancellation charges. Goods may be returned only when specifically authorized by Seller in writing. Customer may be required to pay reasonable charges including cost of placing returned Goods in saleable condition, sales expenses further incurred, a restocking charge and transportation costs (incoming and outgoing) which Seller pays.

Governing law. This Agreement shall be governed by the laws of the jurisdiction in which the Goods and Services are provided and performed.

WARRANTY. SELLER WARRANTS TO CUSTOMER THAT (I) THE GOODS WILL BE SHIPPED FREE FROM DEFECTS IN MATERIAL,

WORKMANSHIP AND TITLE AND THAT (II) THE SERVICES WILL BE PERFORMED IN A COMPETENT AND REASONABLE MANNER IN ACCORDANCE WITH ANY MUTUALLY DETERMINED SPECIFICATIONS IN WRITING. ALL GOODS (INCLUDING INCIDENTAL MATERIALS AND CONSUMABLES USED IN THE SERVICES AND SOFTWARE) WILL CARRY ONLY THE WARRANTY OF THEIR ORIGINAL MANUFACTURER OR SOFTWARE PROVIDER. Unless otherwise stated in the binding quotation, the warranty period for Goods and Services is one year from substantial completion of Seller's work. If Goods or Services do not meet the above warranties, Customer will promptly notify Seller in writing within the warranty period. Seller will thereupon (i) at Seller's option, repair or replace the defective Goods, or (ii) re-perform or correct the defective Services. Where a failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price. Any repair, replacement, modification or reperformance by Seller hereunder will not extend the applicable warranty period. Customer will bear the costs of access (including removal and replacement of systems, structures or other parts of Customer's facility), de-installation, decontamination, re-installation and transportation of Goods to Seller and back to Customer. These warranties and remedies are conditioned upon (a) the proper storage, installation, operation, and maintenance of the Goods and conformance with the proper operation instruction manuals provided by Seller or its suppliers or subcontractors, (b) Customer keeping proper records of operation and maintenance during the warranty period and providing Seller access to those records, and (c) modification or repair of the Goods only as authorized by Seller in writing. Seller does not warrant the Goods or any repaired or replacement parts against normal wear and tear or damage caused by misuse, accident, or use against the advice of Seller. Any modification or repair of any of the Goods not authorized by Seller including any third party repair or attempted repair will render the warranty null and void. This clause provides the exclusive remedies for all claims based on breach or a failure of or defect in Goods and Services, whether the breach, failure or defect arises before or during the applicable warranty period and whether a claim, however described, is based on contract, warranty, indemnity, tort/extracontractual liability (including negligence), strict liability or otherwise. THE WARRANTIES PROVIDED IN THIS CLAUSE ARE EXCLUSIVE AND IN LIEU OF, AND SELLER EXPRESSLY EXCLUDES ANY AND ALL OTHER WARRANTIES, GUARANTEES, OBLIGATIONS, LIABILITIES, REPRESENTATIONS (INNOCENT OR NEGLIGENT) OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, SUITABILITY, QUALITY OR CONDITION OR ANY CONDITION OR WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW OR IN EQUITY OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

Limitation of Liability. Seller is not an insurer, and payments for Seller's Goods and Services are based solely on the value of the Goods and Services provided and are unrelated to the value of the Customer's premises, its contents or occupants. SELLER SHALL NOT BE LIABLE TO CUSTOMER OR ANY PERSON WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, OR UNDER ANY STATUTE OR REGULATION, FOR ANY COST OR EXPENSE, NOR FOR ANY CLAIMS ARISING OUT OF THE SERVICES PROVIDED BY SELLER, THE SUPPLY OR USE OF THE GOODS FURNISHED BY SELLER, NOR FOR ANY PENALTY, EXPENSE, LOSS OR DAMAGE OF ANY KIND OR NATURE WHATSOEVER IN ANY MANNER RESULTING FROM ANY BREACH OR FAILURE IN PERFORMANCE BY SELLER HEREUNDER, WHETHER OR NOT FROM NEGLIGENCE, FUNDAMENTAL BREACH OR BREACH OF A FUNDAMENTAL TERM OTHER THAN FOR CUSTOMER'S ACTUAL DIRECT DAMAGES WHICH IN NO EVENT SHALL EXCEED THE INVOICE PRICE PAID TO SELLER FOR THE GOODS THAT ARE THE SUBJECT OF CUSTOMER'S CLAIM, OR THE PRICE PAID DURING THE YEAR IN WHICH THE SERVICES WERE



Life & Fire Safety Ltd

PERFORMED. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, CONSEQUENTIAL (INCLUDING LOSS OF PROFITS) OR OTHER SIMILAR DAMAGES, REGARDLESS OF THE LEGAL THEORY OF ANY CLAIM, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. The foregoing limitation of liability is a condition of sale of the Goods and provision of Services at the price quoted and shall apply notwithstanding any defect in or failure of, including total failure of any Goods. If Customer is supplying the Goods to a third party, Customer will require the third party to agree to be bound by this clause and will indemnify, defend and hold Seller harmless from and against any and all claims made by the third party in excess of the limitations and exclusions of this clause. Seller will not be liable for any advice or assistance that is not required under the Agreement.

TITLE / NON-PAYMENT / INTELLECTUAL PROPERTY

Title to the products and to the work product arising from any Goods or Services shall not pass to Customer until Seller has been paid in full for such Goods and Services. Products shall be and remain personal or moveable property, notwithstanding their mode of attachment to realty or other property. If default is made in any of the payments herein, Customer agrees Seller may retain all payments which have been made on account of the purchase price as liquidated damages, and shall be free to enter the premises where the products may be located and remove them as Seller's property, without prejudice to its rights to recover any further expenses or damages suffered by reason of non-payment.

"Intellectual Property" shall mean all patents, copyrights, trademarks, confidential information and other similar rights and information contained in, arising out of, or applicable to, work performed by Seller or the deliverables (including, but not limited to, any digital or written materials such as reports, software code, drawings, schematics, programming, evaluations, etc.) or specified to be performed as part of the Goods or Services hereunder.

Customer acknowledges and agrees that Seller and its licensors own all Intellectual Property and proprietary rights underlying in the Goods and Services provided to Customer. Customer's use of the Intellectual Property and proprietary rights is authorized only in accordance with the licenses provided to it. Unless otherwise agreed, upon termination of these General Terms and Conditions for any reason, such authorization will cease.

Hazardous Substances. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside customer's equipment, facility or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials or substances in accordance with all applicable governmental regulations. Customer shall defend, indemnify, reimburse and hold harmless Seller and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines, and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any of such indemnified parties, based upon arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances in connection with the Services performed hereunder. Seller shall have the right to suspend its work with no penalty to Seller until such hazardous materials or substances are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the Service price equitably adjusted.

RECEIVED
MAY 8 4 2022



**J.L. Richards
& Associates Limited**
314 Countryside Drive
Sudbury, ON Canada
P3E 6G2

Tel: 705 522 8174

May 4, 2022
Our File No.: 31455-000

VIA E-MAIL: ahobbs@assignack.ca

Mr. Alton Hobbs
Chief Administrative Officer
Township of Assiginack
P.O. Box 238
156 Arthur Street
Manitowaning, ON P0P 1N0

Dear Mr. Hobbs

Re: Waterfront Development Conceptual Drawings and Costing Revisions - REV. 00

J.L. Richards & Associates Limited (JLR) would like to thank you for giving us the opportunity to submit this proposal for the above referenced project.

BACKGROUND

In 2021, JLR reviewed an existing Master Plan for the Manitowaning Waterfront in order to prepare anticipated construction costs for required development work at the beach, marina and Norisle Park. The costs were identified in an Opinion of Probable Construction Costs (OPCC) report. This report was discussed with Mayor and Council.

The Township of Assiginack has requested this fee letter for additional services as set out below.

PROJECT SCOPE

Based on this project's background, JLR's scope for this project will include:

- Conceptual drawing for the beach development.
- Conceptual drawing for the marina upgrades.
- Conceptual drawing for the upgrades to Norisle Park.
- Conceptual drawing for a roadway extension to Lecourt Street or Plummer Street using the existing Bay Road Right-Of-Way.
- Update of the costs in the original OPCC.

DELIVERABLES

For this project JLR will provide the conceptual drawings listed above.
JLR will also provide the Township with an updated version of Table 4 with revised costs.

Mr. Alton Hobbs, Township of Assiginack

ASSUMPTIONS

The following assumptions have been made:

- Any required drawings or R-plans, especially drawings pertaining to the area of the proposed roadway, will be provided to JLR.
- Any additional information on proposed waterfront upgrade requirements will be provided to JLR.
- Township staff will be made available to discuss the proposed waterfront upgrades.

EXCLUSIONS

The scope of work for this project does not include the following:

- Topographical survey
- Geotechnical services
- Detailed design or any layout drawings. Drawings will be conceptual only.
- Site visits or any work on site. The Project Manager is often on Manitoulin so arrangements can be made for a meeting on site, if required.
- All site work and administrative services related to the changes in the Construction Lien Amendment Act that came into effect on October 1, 2019, concerning prompt payment and adjudication.
- All site work and administrative services related to the management of contractor delay claims, notices of delay, or any matter pertaining to COVID-19.
- Delays in the production and submission of design work or administrative services arising out of, or resulting from, COVID-19 and the illness or unavailability of JLR personnel, but where in such circumstances Client and JLR shall cooperate in good faith to (1) substitute effected personnel for qualified and available alternative personnel, and/or (2) identify an amended timeline or other commercially reasonable solution to the delay.
- Any items not clearly identified in the scope of this proposal.

SCHEDULE

JLR understands that this project is subject to deadlines. The following is a breakdown of JLR's anticipated schedule for this project. At the kick-off meeting, the schedule below will be discussed with the Township, and adjustments will be made if necessary.

<u>Milestone</u>	<u>Date</u>
Tentative award date	<i>May 10, 2022</i>
Project kick-off meeting (Virtual)	<i>May 12, 2022</i>
Submission of revised costs and conceptual drawings	<i>June 21, 2022</i>
Review meeting (Virtual)	<i>June 28, 2022</i>

Mr. Alton Hobbs, Township of Assiginack

PROFESSIONAL FEES

We propose to undertake the consulting services for the Waterfront Development Costing on a lump sum fee of \$15,250 (excluding HST).

A 5% administration fee is included in the above amount for miscellaneous expenses, printing, and courier cost.

Payment terms are to be 28 days in accordance with the Construction Act, R.S.O. 1990, c. C. 30.

FORM OF CONTRACT

JLR is proposing to use the JLR Standard Terms and Conditions as per the attached.

If this proposal is acceptable, please sign the JLR Terms and Conditions Authorization Clause below and return a copy as our authorization to proceed with the scope of work.

JLR is committed to providing the Township of Assiginack with the services identified in this proposal, and we look forward to continuing to work with you on this project, pending your approval. If you require any additional information or have any questions, please do not hesitate to contact our office.

Yours very truly,

J.L. RICHARDS & ASSOCIATES LIMITED

Prepared by:

Reviewed by:



John Cannard, P.Eng.
Civil & Environmental Engineering Lead,
Northern Ontario



Darren Radey, P.Eng.
Associate; Senior Civil Engineer;
Manager, Sudbury Civil, Environmental
Infrastructure & Planning

Encl.

- JLR Standard Terms and Conditions

May 4, 2022
Our File No.: 31455-000

-4-

J.L.Richards
ENGINEERS · ARCHITECTS · PLANNERS

Mr. Alton Hobbs, Township of Assiginack

I accept the above, and the attached JLR Standard Terms and Conditions, and hereby authorize J.L. RICHARDS & ASSOCIATES LIMITED to proceed with the work.

Accepted by _____

Company _____

Date _____

This Proposal contains information that is confidential and proprietary to J.L. Richards & Associates Limited (JLR). Reproduction or use in whole or part for purposes other than its evaluation is not permitted without the express written consent of JLR. In that release of this information could significantly prejudice the competitive position of JLR and/or its sub-consultants, it is specifically claimed that this Proposal is confidential for the purposes of any applicable Freedom of Information legislation.



Platinum
member

TOWNSHIP OF ASSIGINACK
Waterfront Development Conceptual Drawings and Costing Revisions

**J.L. RICHARDS & ASSOCIATES LIMITED (JLR)
STANDARD TERMS AND CONDITIONS**

1. **ENTIRE AGREEMENT:** Upon authorization by the TOWNSHIP OF ASSIGINACK (herein referred to as the "CLIENT") and commencement of performance hereunder, these terms constitute the entire Agreement between the parties concerning its subject matter and supersede any prior discussions and agreement (written or oral). The CLIENT acknowledges and agrees that its use of any purchase order or other form to procure services is solely for administrative purposes and JLR shall not be bound to any terms and conditions contained within such a form regardless of reference or signature. In the event of a conflict between the written proposal letter and the terms of this Agreement the proposal letter shall take precedence.
2. **SCOPE OF SERVICES:** The CLIENT and J.L. Richards & Associates Limited ("JLR") have agreed to a scope of services outlined in the fee proposal letter dated May 4, 2022 to which is attached these Terms and Conditions. Services not identified in the scope of services in the fee proposal letter are specifically excluded from this Agreement.
3. **CHANGES:** Upon receipt of a written change in the scope of work request from the CLIENT or in situations where it becomes necessary to affect a change in the scope of the work, JLR shall notify the CLIENT in writing, regarding the impact of the request on the fees and/or schedule. Any changes or additional conditions between JLR and the CLIENT shall promptly, and in good faith, be negotiated, stated in writing, and mutually agreed to by both parties.
4. **SITE INFORMATION AND ACCESS:** The CLIENT, at its own expense, shall make available to JLR all relevant project information and documentation under the CLIENT's control regarding past, present and proposed conditions of the site. JLR will provide a list of any required documentation to the CLIENT for its action. During the term of this Agreement, the CLIENT shall immediately notify JLR of any new information that becomes available and/or any change in plans. JLR assumes no responsibility or liability for the accuracy and/or completeness of such information, or the impact any inaccurate project information may have on JLR's services. The CLIENT shall make all necessary arrangements for right of entry in order to provide JLR personnel access to the site at no cost to JLR throughout the performance of this Agreement.
5. **PERMITS AND UTILITIES:** The CLIENT shall apply for and obtain all required permits and licenses. The CLIENT shall provide JLR with the location of all relevant underground utilities and buried structures, and shall ensure that all information provided is in accordance with applicable laws and regulations. The CLIENT warrants the accuracy of this information.
6. **PAYMENT AND SUSPENSION:** Unless otherwise stated, invoices will be submitted on a monthly basis. Invoices are due and payable within twenty-eight (28) days of the invoice date. Invoices not paid within twenty-eight (28) calendar days of the invoice date shall be subject to a late fee of two (2%) per month computed at twenty-nine (29) days from the date of invoice and shall be subject to adjudication pursuant to the Construction Act, R.S.O. 1990, c. C.30. In addition, any collection fees, legal fees, court costs, and other related expenses incurred by JLR in connection with the collection of delinquent invoices shall be paid by the CLIENT. In the event the CLIENT disputes all or part of an invoice, the CLIENT must submit a Notice of Non-Payment to JLR, in accordance with the terms of the Construction Act, R.S.O. 1990, c. C. 30, within fourteen (14) calendar days from the invoice

TOWNSHIP OF ASSIGINACK
Waterfront Development Conceptual Drawings and Costing Revisions

date. Undisputed portions are subject to payment within twenty-eight (28) days. JLR may suspend performance of services under this Agreement if:

- .1 the CLIENT fails to make the payment in accordance with the terms hereof; and/or
- .2 the CLIENT becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors.

If any such suspension causes an increase in the time required for JLR's performance of the contract, then the schedule and/or period for performance shall be extended for a period of time equal to the suspension period. If payment remains past due sixty (60) days from the date of the invoice, then JLR shall have the right to suspend or terminate all services under this Agreement without prejudice or penalty, if applicable. The CLIENT shall pay all reasonable costs associated with the suspension or termination of the services under this Agreement.

- 7. **OWNERSHIP RIGHTS:** All documents produced by JLR are copyright protected and are the sole property of JLR. At the request and expense of the CLIENT, JLR shall provide the CLIENT with hard copies of all deliverables specified in the proposal. JLR will not be responsible for the reuse of any document without its expressed written permission.
- 8. **STANDARD OF CARE:** In the performance of professional services, JLR shall use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the province/locality of the JLR office performing the work. No warranty, expressed or implied, is made or intended by this Agreement, or by furnishing oral or written reports of the findings. JLR is to be liable only for any direct damages caused by the negligent acts or negligent failure to act by JLR in discharging its professional duties
- 9. **CERTIFICATIONS, GUARANTEES AND WARRANTIES:** JLR shall not be required to sign any documents, no matter by whom requested, that would result in JLR having to certify, guarantee or warrant the existence of conditions whose existence JLR cannot ascertain. The CLIENT also agrees not to make resolution of any dispute with JLR or payment of any amount due to JLR in any way contingent upon JLR's signing any such certification.
- 10. **INSURANCE:** JLR shall maintain the following Insurance in the amounts of:
 - .1 Workplace Safety & Insurance Board (per statutory requirements)
 - .2 Automobile Liability \$2,000,000
 - .3 Commercial General Liability:
 - Each Occurrence \$1,000,000
 - Policy Aggregate \$2,000,000
 - .4 Professional Liability Insurance:
 - Per Claim \$1,000,000
 - Policy Aggregate \$3,000,000
- 11. **INDEMNITY:** Subject to Section 14 hereof, the CLIENT agrees to indemnify and save harmless JLR and its shareholders, directors, officers, employees, advisors and agents from all claims, actions, causes of action, proceedings, losses, damages, costs, liabilities and expenses, incurred, suffered or sustained as a result of JLR's performing the services other than negligent services.

TOWNSHIP OF ASSIGINACK
Waterfront Development Conceptual Drawings and Costing Revisions

12. **ENVIRONMENTAL LIABILITY:** Because the CLIENT owns and/or operates the site where work is being performed, the CLIENT has and shall retain all responsibility and liability associated with the environmental conditions at the site. Unless specifically identified elsewhere, the CLIENT's responsibility and liability includes the handling and disposal of any samples or hazardous materials.
13. **CONSEQUENTIAL DAMAGES:** Neither JLR nor the CLIENT shall be held responsible for consequential damages, incidental or indirect, because of any alleged failures by either party.
14. **LIMITATION OF LIABILITY:** Notwithstanding any other provision of this Agreement, the total liability of JLR, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to JLR for the services hereunder or \$50,000.00, whichever is greater.
15. **THIRD-PARTY BENEFICIARIES:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favour of a third party against either the CLIENT or JLR. JLR's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against JLR because of this Agreement or the performance or non-performance of services hereunder. The CLIENT and JLR agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this project to carry out the intent of this provision.
16. **PUBLIC RESPONSIBILITY:** JLR shall endeavour to alert the CLIENT to any matter of which JLR becomes aware and believes requires the CLIENT's immediate attention to help protect public health and safety, or which JLR believes requires the CLIENT to notify others, or otherwise conform to applicable codes, standards, regulations or ordinances. If the CLIENT decides to disregard JLR's recommendations in these respects:
 - .1 JLR shall determine in its sole judgment if it has a duty to notify public officials; and
 - .2 If there is an unaddressed risk to the public, JLR has the right to immediately terminate this Agreement upon written notice to the CLIENT and without penalty.
17. **DISPUTES:** Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step:
 - .1 By the technical and contractual personnel of both JLR and the CLIENT;
 - .2 By executive management of each party;
 - .3 By mediation; or
 - .4 Through the court system of the Province of Ontario.

The CLIENT hereby waives the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal fees and costs.

TOWNSHIP OF ASSIGINACK
Waterfront Development Conceptual Drawings and Costing Revisions

Nothing in this section shall be construed as limiting the parties' right to the adjudication process available pursuant to the Construction Act, R.S.O. 1990, c. C. 30, as amended.

18. **ASSIGNMENT:** Neither party shall assign its interest in this Agreement without the written consent of the other.
19. **CHOICE OF LAWS:** This Agreement shall be governed by the laws of the Province of Ontario and any federal laws applicable thereto.
20. **FORCE MAJEURE:** Should performance of services by JLR be affected by causes beyond its reasonable control, including but not limited to: acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged by JLR; fires; floods; labour disturbances; unusually severe weather and/or an epidemic; then the CLIENT shall grant JLR a time extension and the parties shall negotiate an equitable adjustment to the price of any affected services, where appropriate.
21. **FIELD REPRESENTATION:** JLR shall not assume the role of "prime contractor", "principal contractor", "constructor", "controlling employer", or their equivalents unless the scope of such services are expressly agreed to in writing.
22. **TERMINATION:** This Agreement may be terminated by either party, for any reason, upon ten (10) days written notice to the other. In the event of termination due to the suspension or abandonment of the project, or any breach of this Agreement, JLR shall be paid within twenty-eight (28) days of the invoice date for all services performed to the effective termination date, including reimbursable expenses, applicable taxes and any termination expenses incurred.
23. **JOBSITE SAFETY:** Neither the professional activities of JLR, nor the presence of JLR or its employees and sub-consultants at a project site and/or construction site, shall impose any duty to JLR, nor relieve the CLIENT and/or the General Contractor of its obligations, duties and responsibilities to provide a safe working environment including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies.

JLR and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health and safety programs or procedures. It is agreed that both the CLIENT and/or the Contractor shall be solely responsible for the project site and/or the construction site and worker safety, and warrants that this intent shall be carried out in the CLIENT'S and/or the Contractor's contract. It is also agreed that both the CLIENT and/or the General Contractor shall defend and indemnify JLR and JLR's sub-consultants. If applicable, the CLIENT also agrees that the CLIENT, JLR and JLR's sub-consultants shall be made additional insureds under the General Contractor's policies of general liability insurance.

JLR retains the right to refuse services (at no cost to JLR) if, in the opinion of JLR upon assessing the site conditions in immediate relation to the Work are not up to regulatory standards whether local, Provincial or Federal (if applicable).

TOWNSHIP OF ASSIGINACK
Waterfront Development Conceptual Drawings and Costing Revisions

24. **CODE COMPLIANCE:** JLR shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect during the Term of the Agreement. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, JLR shall notify the CLIENT of the nature and impact of such conflict. The CLIENT agrees to cooperate and work with JLR in an effort to resolve this conflict.
25. **SEVERABILITY:** If any term or provision of this Agreement is held to be invalid, or unenforceable under the applicable statute or rule of law, such holding shall be applied only to the provision so held and the remainder of this Agreement shall remain in full force and effect.
26. **SURVIVAL:** All limitation of liability, indemnifications, warranties and representations contained in this Agreement shall survive the completion or termination of this Agreement and shall remain in full force and effect.
27. **ADDRESS FOR NOTICES:**
All notices shall be in writing. Notices shall be delivered by hand, by courier, by prepaid first class mail, by facsimile or by other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender. A notice shall be deemed to have been received on the date of delivery if delivered by hand, courier, facsimile or other form of electronic communication. A notice sent by regular mail is deemed to have been received on the 5th business day following the date of mailing.

Notices to JLR shall be sent to:
J.L. RICHARDS & ASSOCIATES LIMITED
314 Countryside Drive
Sudbury, ON
P3E 6G2

Notices to the CLIENT shall be sent to:
TOWNSHIP OF ASSIGINACK
P.O. Box 238156 Arthur Street
Manitowaning, ON
P0P 1N0

28. **CONSTRUCTION ACT NOTICES:** Notices pursuant to the Construction Act shall be sent by e-mail to a minimum of two (2) addresses below. Such Notices shall be deemed to have been received by the addressees on the day of delivery if the Notice is sent during business hours (8:00 a.m. to 4:00 p.m., Monday to Friday, excluding weekends and statutory holidays). If the Notice is sent outside of business hours, it shall be deemed to be received on the following business day.

Client Addressee 1:

Name: Alton Hobbs

Title: Chief Administrative Officer

E-mail Address: ahobbs@assignack.ca

TOWNSHIP OF ASSIGINACK
Waterfront Development Conceptual Drawings and Costing Revisions

Client Addressee 2:

Name: Accounting

Title: TBD

E-mail Address: TBD

JLR Addressee 1:

Name: Accounting

E-mail Address: invoicing@jlrichards.ca

JLR Addressee 2:

Name: John Cannard, P.Eng.

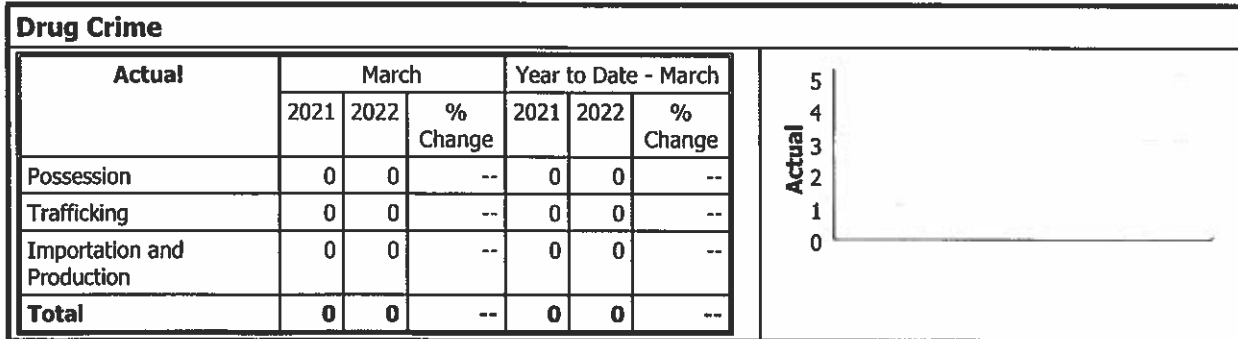
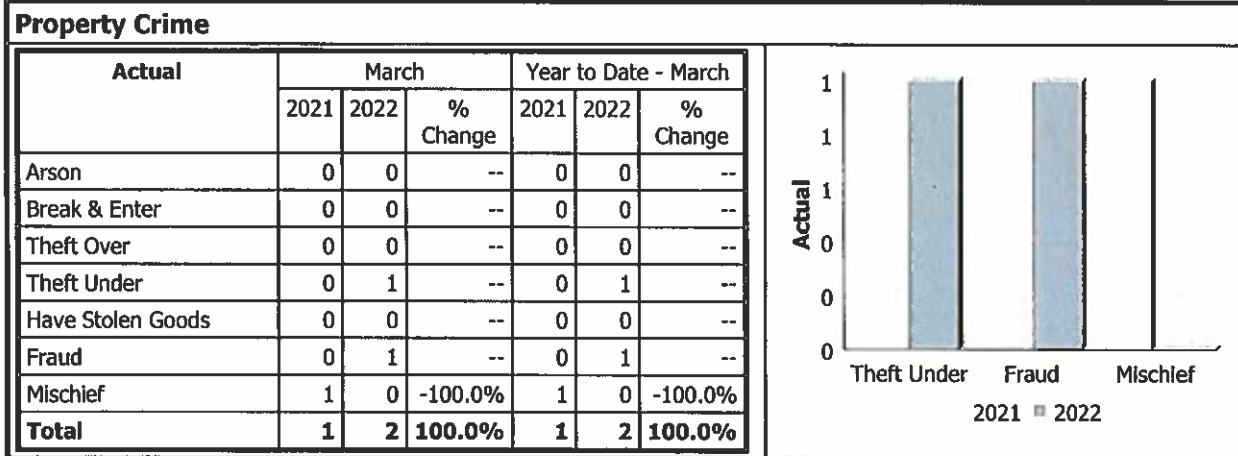
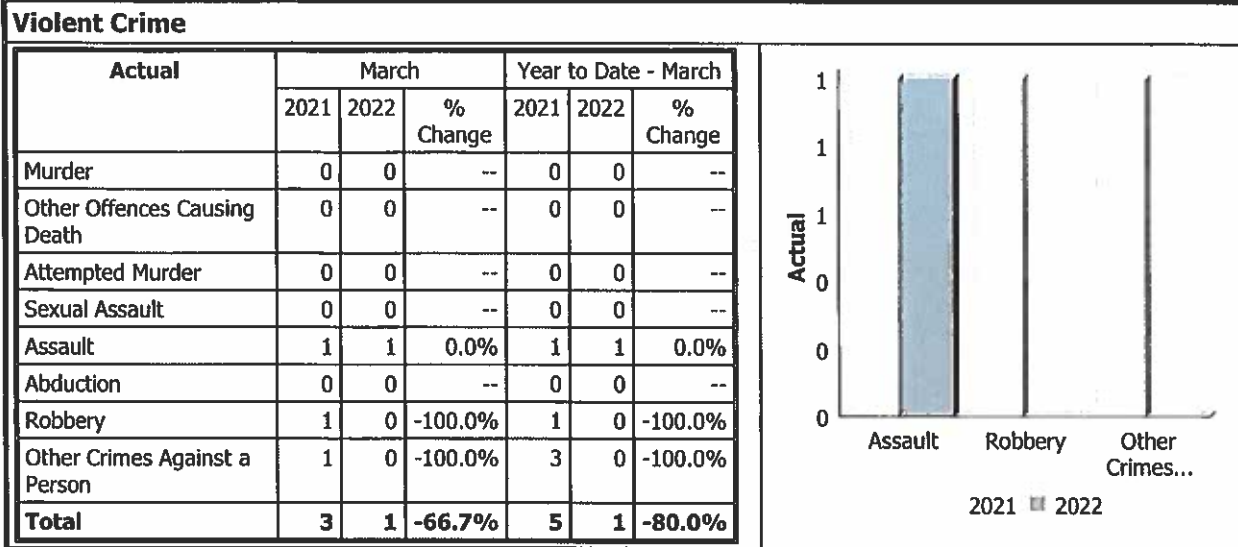
Title: Civil & Environmental Engineering Lead, Northern Ontario

E-mail Address: jcannard@jlrichards.ca

The parties understand and agree that it is each party's responsibility to inform the other party of any changes to their respective Addressees. All changes are to be provided to the other party by way of Notice in accordance with section 27 herein.

Police Services Board Report for Assignack Township
Records Management System
March - 2022

RECEIVED
MAY 04 2022



Clearance Rate

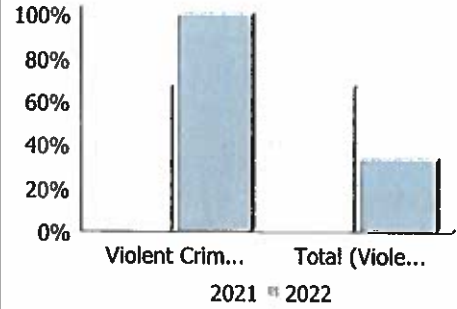
Detachment: 4H - MANITOULIN (Little Current)
Location code(s): 4H00 - MANITOULIN (Little Current)
Area code(s): 4040 - Assignack
Data source date: 2022/04/02

Report Generated by:
 Ferguson, Carol A.

Report Generated on:
 Apr 12, 2022 9:09:08 AM
 PP-CSC-Operational Planning-4300

Police Services Board Report for Assignack Township
Records Management System
March - 2022

Clearance Rate	March			Year to Date - March		
	2021	2022	Difference	2021	2022	Difference
Violent Crime	66.7%	100.0%	33.3%	60.0%	100.0%	40.0%
Property Crime	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Drug Crime	--	--	--	--	--	--
Total (Violent, Property & Drug)	66.7%	33.3%	-33.3%	62.5%	33.3%	-29.2%



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

Data Utilized

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

Detachment: 4H - MANITOULIN (Little Current)
Location code(s): 4H00 - MANITOULIN (Little Current)
Area code(s): 4040 - Assignack
Data source date:
 2022/04/02

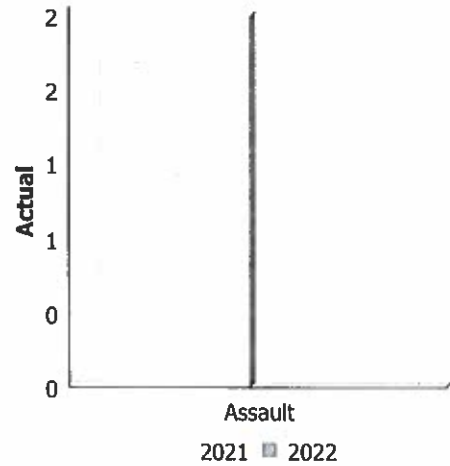
Report Generated by:
 Ferguson, Carol A.

Report Generated on:
 Apr 12, 2022 9:09:08 AM
 PP-CSC-Operational Planning-4300

Police Services Board Report for Assiginack Township
Records Management System
April - 2022

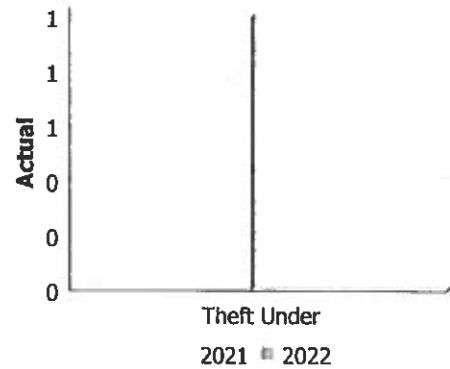
Violent Crime

Actual	April			Year to Date - April		
	2021	2022	% Change	2021	2022	% Change
Murder	0	0	--	0	0	--
Other Offences Causing Death	0	0	--	0	0	--
Attempted Murder	0	0	--	0	0	--
Sexual Assault	0	0	--	0	0	--
Assault	2	0	-100.0%	3	1	-66.7%
Abduction	0	0	--	0	0	--
Robbery	0	0	--	1	0	-100.0%
Other Crimes Against a Person	0	0	--	3	0	-100.0%
Total	2	0	-100.0%	7	1	-85.7%



Property Crime

Actual	April			Year to Date - April		
	2021	2022	% Change	2021	2022	% Change
Arson	0	0	--	0	0	--
Break & Enter	0	0	--	0	0	--
Theft Over	0	0	--	0	0	--
Theft Under	1	0	-100.0%	1	1	0.0%
Have Stolen Goods	0	0	--	0	0	--
Fraud	0	0	--	0	1	--
Mischief	0	0	--	1	0	-100.0%
Total	1	0	-100.0%	2	2	0.0%



Drug Crime

Actual	April			Year to Date - April		
	2021	2022	% Change	2021	2022	% Change
Possession	0	0	--	0	0	--
Trafficking	0	0	--	0	0	--
Importation and Production	0	0	--	0	0	--
Total	0	0	--	0	0	--

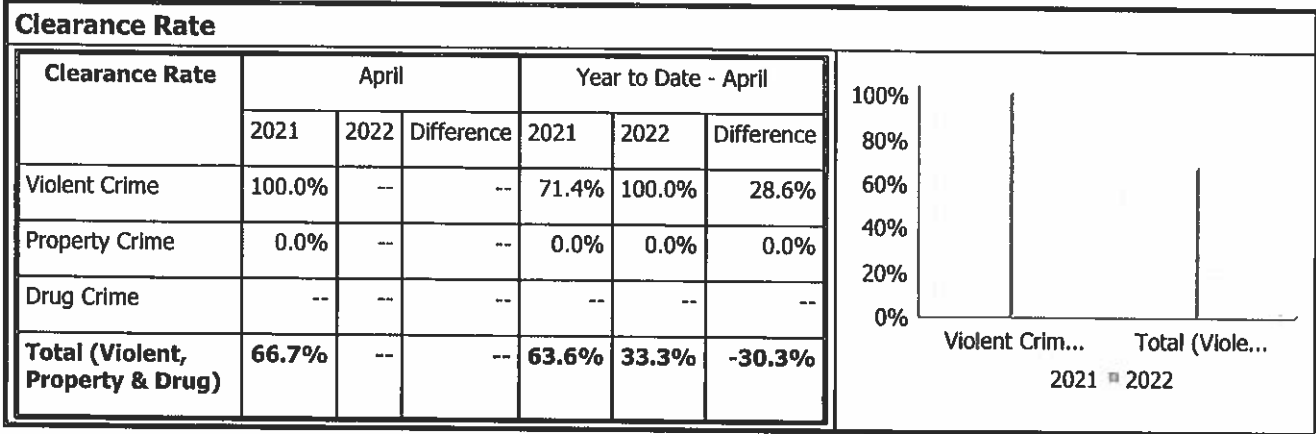


Detachment: 4H - MANITOULIN (Little Current)
Location code(s): 4H00 - MANITOULIN (Little Current)
Area code(s): 4040 - Assiginack
Data source date: 2022/04/30

Report Generated by:
 Ferguson, Carol A.

Report Generated on:
 May 4, 2022 8:02:27 AM
 PP-CSC-Operational Planning-4300

Police Services Board Report for Assignack Township
Records Management System
April - 2022



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

Data Utilized

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

Detachment: 4H - MANITOULIN (Little Current)
Location code(s): 4H00 - MANITOULIN (Little Current)
Area code(s): 4040 - Assignack
Data source date:
 2022/04/30

Report Generated by:
 Ferguson, Carol A.

Report Generated on:
 May 4, 2022 8:02:27 AM
 PP-CSC-Operational Planning-4300