

**MUNICIPALITY**



**OF ASSIGINACK**

**BOX 238, MANITOWANING, ON, P0P 1N0  
(705) 859-3196 or 1-800-540-0179**

[www.assiginack.ca](http://www.assiginack.ca)

**SPECIAL MEETING OF COUNCIL  
IN CHAMBERS**

**Tuesday, May 30, 2023, 7:00 pm**

**AGENDA**

**1. OPENING**

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

**2. ANNOUNCEMENTS**

**3. ADOPTION OF MINUTES**

**4. DELEGATIONS**

**5. REPORTS**

**6. ACTION REQUIRED ITEMS**

- a) 2023 Budget Final Review
- b) Current Council Term Fundamentals Forecast
- c) Municipal Work on Private Property Policy
- d) Agricultural Society Soapbox Derby Request
- e) Requests for Municipal Assistance Community Events
- f) Museum Time Extension Roller Mills
- g) Parks and Recreation Committee

**7. INFORMATION ITEMS**

**8. BY-LAWS**

- a) By-law # 2023-07 Appointment of Municipal Clerk
- b) By-law # 2023-08 Set Tax Ratios for 2023
- c) By-law #2023-09 Set Tax Rates, Authorize Penalties and Interest for 2023
- d) By-law # 2023-10 Set Annual Water, Wastewater Rates for Municipal Systems 2023

**9. CLOSED SESSION**

**10. ADJOURNMENT**

**THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK**

**MOVED BY:** \_\_\_\_\_ **RESOLUTION #:** -09-2023

DRAFT  
DRAFT

**SECONDED BY:** \_\_\_\_\_ **DATE:** May 16, 2023

BE IT RESOLVED THAT WHEREAS after consulting with our legal and risk management services, Council hereby adopts the following policy regarding service delivery, contracting, rental of resources or other opportunities of working on private property of any kind:

THAT unless an easement exists or an emergency is declared pursuant to legislation, it is the policy of the Council of the Township of Assiginack that we will not provide any construction or maintenance of any private rights of ways, roads or other private property and this shall include the rental of equipment or manpower, nor will we act as Security for any such work.

CARRIED: \_\_\_\_\_

DEFEATED: \_\_\_\_\_

DEFERRED: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

Recorded Vote:                      DISCLOSURE OF INTEREST

Yea                      Nay

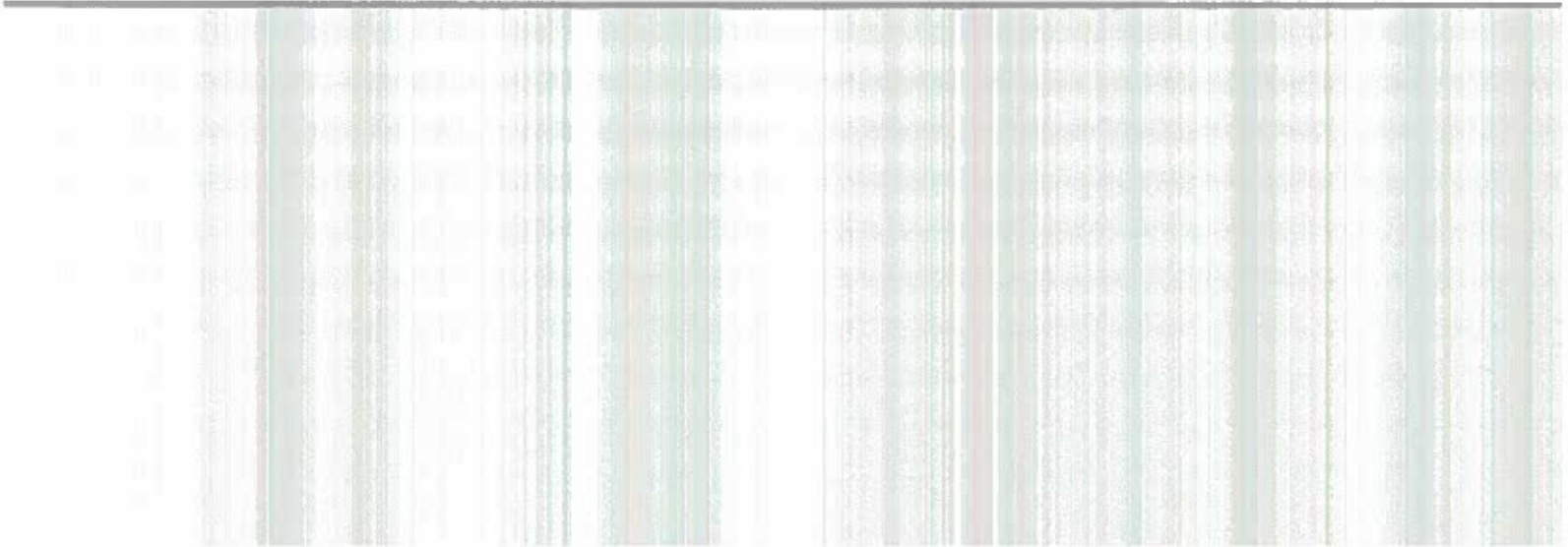
Janice Bowerman \_\_\_\_\_

Dwayne Elliott \_\_\_\_\_

Jennifer Hooper \_\_\_\_\_

Rob Maguire \_\_\_\_\_

Brenda Reid \_\_\_\_\_



# Alton Hobbs

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**From:** Debbie Quackenbush <bdquackers@hotmail.com>  
**Sent:** May 19, 2023 1:49 PM  
**To:** Alton Hobbs  
**Subject:** Manitowaning fall fair

Mr. Hobbs

This is a request for council for a road closure from the post office intersection to the pharmacy intersection to have soap box races on the Saturday of the fall fair. Starting approximately 11am until 2pm.

Brent Quackenbush

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# Alton Hobbs

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**From:** Barbara Flaherty <barbaraflaherty@amtelecom.net>  
**Sent:** May 19, 2023 3:59 PM  
**To:** Alton Hobbs  
**Subject:** Island Little Racers Soap Box Derby, Manitowaning Fall Fair  
**Attachments:** 2023 Rental Contract Soapbox Cars.pdf

Hello Alton ;

A delegation would like to bring information to council on Soap Box Derby for Manitowaning Fall Fair, on September 9. If you can let me know when we can be on the agenda it would be appreciated.

Sincerely

Barbara Flaherty

Sent from my iPhone

Sent from my iPhone

Begin forwarded

**From:** Jamie Greenwood <jamesjgreenwood@hotmail.com>  
**Date:** April 15, 2023 at 1:45:10 PM EDT  
**To:** Barbara Flaherty <barbaraflaherty@amtelecom.net>  
**Subject:** Re: Soap Box cars, Manitowaning Fall Fair

Hi Barbara,

I've attached a pdf copy of our contract that is required for insurance purposes. It outlines a lot of the legalities and to answer your overall question I will point to the bottom of page 4.

On the day of the event, you will need at least 12 volunteers, 200 hay bales or other barriers that we can agree upon, a good hill with the proper permits for the road to be closed, plenty of room for spectators and the moving of ATV equipment and proof of liability insurance.

I will of course be bringing a small crew of volunteers to help set up, tear down, and run the event, but it takes a lot of people to run this correctly.

Now I looked at the hill you told me about and it should be a good enough hill. The grocery store is at the bottom of the hill. It looks to be about the same slope as the one we use in Prov.

As for ATV equipment, we might need your assistance in finding a couple of volunteers in the Manitowaning area that would be willing to help as I have just received word that I might not have access to ATV equipment on the weekend you propose. There is a soapbox derby happening in Cambridge and some of our volunteers have already dedicated their time to go there. However, it's a different trailer and a different set of cars so we have plenty of equipment beyond the ATVs to run the event.

We use ATVs to run the cars up the hill thereby saving volunteer energy to constantly be running cars up and down.

I hope this helps and if you have any other questions or concerns I can try to help as best as possible.

Pastor Jamie

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**From:** Barbara Flaherty <barbaraflaherty@amtelecom.net>

**Sent:** Friday, April 14, 2023 3:47:39 PM

**To:** jamesjgreenwood@hotmail.com

<jamesjgreenwood@hotmail.com>

**Subject:** Soap Box cars, Manitowaning Fall Fair

Hi Pastor Jamie:

Would you be willing to write a letter to council re your program with soap box cars. A brief explanation re what you and your volunteers do and any assistance that might be needed from Manitowaning community. I have been informed that we must have council approval since we would need to close off a portion of the street.

You can email information to me and I would get it to council. I am anxious to get approval so that we can go ahead with including the soap box cars in our advertising for the fair.

Thank You

Sincerely

Barbara Flaherty  
Fair Director

Sent from my iPhone





# Island Little Racers Soapbox Derby | 2023 Rental Contract

## Terms & Conditions

This Rental Agreement and Waiver of Liability (The "Release") executed on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_ (The "Renter") in favour of Island Little Racers Soapbox Derby, a ministry of Spring Bay Pentecostal Church, its affiliates, members, leaders, and employees (collectively Spring Bay Pentecostal Church).

The Renter desires to rent from Spring Bay Pentecostal Church, soapbox derby equipment to be used by Renter, his/her guests, invites or other persons while in Renter's possession. Renter understands and acknowledges that the activities to be engaged in through their rental bring with them known and unanticipated risk to their guests, their invitees and themselves. These risks include, but are not limited to falling, slipping, crashing, and colliding and could result in injury to themselves, their guests and their invitees.

The Renter does hereby freely, voluntarily, and without duress execute this Release under the following terms:

**Change of information:** The renter agrees to notify Island Little Racers Soapbox Derby of any changes to the original contract in writing (with confirmation of receipt) within a reasonable time frame. If, for any reason, Island Little Racers Soapbox Derby cannot deliver a contracted rental item, every effort will be made to replace that item(s) with another rental item(s). Please note that Island Little Racers Soapbox Derby's prices, equipment, volunteers and availability are subject to change without notice.

**Payment Terms:** A deposit of 50% of the contracted amount will be held as a non-refundable deposit and must be paid immediately along with a signed copy of this rental agreement to your confirmed booking. Please make cheques payable to Spring Bay Pentecostal Church. The remaining balance must be paid on the day of the event. Any additional charges will be charged on a separate invoice, due upon receipt and will be agreed upon when signing the contract.

**Delivery/Set-Up Terms:** A delivery time is generally scheduled 2 hours before the event start time. However, due to unforeseen circumstances such as, but not limited to weather conditions, traffic congestion, accidents or vehicle malfunctions, there may be some delays. Delays of more than one hour of contracted event start time will be credited in the form of a CREDIT NOTE towards any future events within 12 months. An Island Little Racers Soapbox Derby team member is available to conduct a site check if requested by the Renter. The renter agrees to provide barriers such as hay bales to keep cars on the track, a minimum of 12 volunteers, approval of road closure from the appropriate authorities, a good fall, and an appropriate amount of space for spectators and ATV equipment to carry cars back from the finish line. It is greatly advised that the Renter and a Team Member of Island Little Racers Soapbox Derby do a site inspection before signing the contract.

**Cancellation Policy:** Should the Renter decide to cancel their booking, they must notify Island Little Racers Soapbox Derby in writing with a confirmation receipt at least 5 business days before their event date. All deposits are non-refundable. If the Renter cannot use part or all of the contracted rental equipment or other services have been made due to, but not limited to inclement weather, improper clearances, or lack of volunteers, supervisors or participants/guests, full fees will apply.

# Island Little Racers Soapbox Derby | 2023 Rental Contract

## Terms & Conditions

**Cancellation Due to Inclement Weather:** Should you decide to cancel your booking due to inclement weather, you must notify us in writing with a confirmation receipt 2 business days before your event date. Your deposit is non-refundable, however, it will be held as a credit for one year from the date of your event to be used towards an event of equal or greater value than the original booking. Every effort will be made to find a mutually agreeable date to reschedule your event. However, should you cancel your event, the total amount of the agreement shall apply. If the rental equipment is delivered, set up or being set up and the weather because of a safety issue (rain, high winds, lightning, hail, etc.) every effort will be made to delay set-up, or if possible, move the equipment to a more suitable location on-site on the contracted date. Some equipment may not be moveable or meet clearance, power or safety requirements, in such cases full fees will apply.

**Damages:** The renter agrees to be fully responsible for the monetary replacement value of the rented items or repair costs should equipment be stolen, lost, damaged or destroyed, in part or whole, by weather, theft, fire or any other causes during their event, including the time it takes to set-up and take down.

**Costs:** Within a 50 km range - \$500. Outside of the 50 km range 61¢ per kilometre for the first 5,000 kilometres driven 55¢ per kilometre driven after that. If Island Little Racers Soapbox Derby volunteers have to spend the night, additional costs for room and board will be discussed and agreed upon in writing.

**Credit Note Policy:** A credit note will be issued if:

- a) Equipment malfunctions due to equipment failure and not, but not limited to client abuse, weather conditions, or any other non-conductive conditions. Should equipment work for some of the events, the credit note will be issued on a pro-rated basis.
- b) A mutually agreed upon settlement is accepted in writing between Island Little Racers Soapbox Derby and the Client regarding equipment and staff issues. Credit notes are valid for 12 months from the date of the event.

**Waiver and Release:** Renter understands and acknowledges that this Release discharges Island Little Racers Soapbox Derby and Spring Bay Pentecostal Church from any liability or claim that the Renter may have against Island Little Racers Soapbox Derby and Spring Bay Pentecostal Church concerning any bodily injury, illness, death or property damage that may result from Renter's use and possession of Island Little Racers Soapbox Derby equipment. The renter does hereby release and forever discharge and hold harmless Island Little Racers Soapbox Derby and Spring Bay Pentecostal Church and its agents, servants, employees, officers, directors, and shareholders from any liability claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Renters possession and use of Island Little Racers Soapbox Derby equipment.

**Assumption of the Risk:** The renter understands and acknowledges that this Release discharges Island Little Racers Soapbox Derby and Spring Bay Pentecostal Church from injury, illness, death, or property damage resulting from the possession and use of Island Little Racers Soapbox Derby equipment. The renter recognizes and understands that the use of Island Little Racers Soapbox Derby equipment may



# Island Little Racers Soapbox Derby | 2023 Rental Contract

## Terms & Conditions

involve inherently dangerous activities. The Ontario Technical Standards and Safety Authority Act, 2000 Amusement Devices Regulation (O.Reg#221/01), requires that riders obey all directions regarding any ride and behave in a manner that will not cause or contribute to injury to themselves or others. You can be charged under the Act if you fail to follow the rules for riding safety. The Renter agrees to operate all devices/equipment rented from Island Little Racers Soapbox Derby according to the safety rules provided and to sign safety rules for all devices/equipment before allowing any rider on the equipment. The Renter agrees to never leave any of the equipment unattended before, during and/or after the rental period.

**Indemnification:** Renter agrees that he/she will indemnify and hold Island Little Racers Soapbox Derby and Spring Bay Pentecostal Church harmless from any liability resulting from the use of Island Little Racers Soapbox Derby equipment by Renter, his/her assigns, heirs, guests, invitees, or other persons using the equipment while in Renter's possession.

Renter expressly agrees that this Release is intended to be as broad as permitted by law and that this Release shall be governed by and interpreted by the laws of Ontario. The Renter agrees that if any portion of this agreement is determined to be invalid by a court of competent jurisdiction, then the remainder of this agreement shall remain in full force and effect.

In witness whereof, Renter has executed this Release as of the day and year first above written.

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Renter's signature

Date

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Name of Renter

Island Little Racers Soapbox Derby is a ministry of Spring Bay Pentecostal Church and has liability insurance that only covers volunteers, employees, and equipment. It is strongly advised the Renter obtain advice from their insurance agent/company and has at the minimum \$5 million liability insurance policy at the time of the event.

# Island Little Racers Soapbox Derby | 2023 Rental Contract

Terms & Conditions

## Island Little Racers Soapbox Derby – Rental Quote/Invoice

### Event Details

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Church/Organization Name

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Address

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Contact Name & Number

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Event Date and Run Time (Set-up will be two hours before run time unless negotiated otherwise.)

Item	Price	Kilometers to event	Total
<b>Total</b>			

A 50% deposit of equipment rental is needed to confirm the date and the remaining amount agreed upon due on the day of the event.

Check the list of what you need on the day of the event:

- 12 volunteers
- 200 hay bales or other barriers agreed upon
- a good hill with the road closed and permitted by the proper authorities
- plenty of room for spectators and the moving of ATV equipment
- liability insurance (\$5 million minimum suggested)

9351 Hwy 542, Spring Bay ON POP 2B0 | Ph: 705-377-5060 | springbaychurch@gmail.com

RECEIVED

MAY 26 2023

May 26, 2023

Alton Hobbs  
Municipality of Assiginack  
156 Arthur Street ON  
POP1N0

Dear Alton,

As per councils request to have the Assiginack Museum remove the artifacts that are currently under its' purview from the roller mill by May 31, 2023 and subsequent discussion regarding the logistical challenges imposed by this timeline that was brought forth from Kelsey Maguire curator it is our belief an extension was discussed.

Logistical problems that were brought up at the Assiginack Museum Advisory Committee, to determine the time needed to remove our artifacts are the following:

- 1) Legal repatriation of pieces that are currently on loan versus donated as appropriate
- 2) Updated requirements for inventory and data storage as per new standards
- 3) Storage issue
- 4) Some pieces are quite large and difficult to move, other pieces simply will no longer fit out of the mill due to siding blocking the doors they came in

Therefore after much discussion, and planning we as a committee are coming to council to formally request an extension

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to remove those items that belong to the Assiginack Museum by the end of October 2023.

Sincerely yours

Amy Reid, Chair

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# **The Corporation of the Township of Assiginack**

By-Law No. 2023-07

## **BEING A BY-LAW TO AUTHORIZE THE HIRING OF A MUNICIPAL CLERK.**

**WHEREAS** authority is found in Section 11 of The Municipal Act, R.S.O. 2001, c.25, as amended;

**AND WHEREAS** Council wishes to hire a Municipal Clerk;

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

1. THAT we appoint Heidi Ferguson as Municipal Clerk, effective June 5, 2023.
2. THAT we authorize an employment contract, attached to and forming part of this by-law as Schedule A.
3. THAT this by-law shall come into force and take effect upon the third and final reading hereof.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
ON THIS 30<sup>th</sup> DAY OF MAY, 2023**

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Brenda Reid, Mayor

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Alton Hobbs, Deputy Clerk

**THE CORPORATION OF THE TOWNSHIP  
OF ASSIGINACK**

**BY-LAW # 23-08**

**BEING A BY-LAW of the Corporation of the Township of Assiginack to Set Tax Ratios  
for Municipal Purposes for the Year 2023**

**WHEREAS** Section 308 (4) of the Municipal Act, 2001 chapter 25, as amended,  
Provide the authority for a Municipality to establish Tax Ratios for the current year;

**AND WHEREAS** the Tax Ratios determine the relative amount of taxation to be borne by  
each property class;

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

1. THAT for the taxation year 2023, the tax ratio for property is:

- a) The Residential property class is 1.0000
- b) The Multi-Residential property class is 1.0000
- c) The Commercial Occupied property class is 0.9500
- d) The Commercial Vacant property class is 0.6650.
- e) The Industrial Occupied property class is 0.7700
- f) The Industrial Vacant property class is 0.5005.
- g) The Pipeline property class is 1.1215
- h) The Landfill property class is 0.9500
- i) The Farm property class is 0.2500
- j) The Managed Forest property class is 0.2500

2. THAT this by-law shall come into force and take effect upon third and final reading  
hereof.

Read a First and Second Time, this 30<sup>th</sup> day of May, 2023

Read a Third and Final Time and Enacted in Open Council, this 30<sup>th</sup> day of May, 2023

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DEPUTY CLERK

seal



**THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK**

**BY-LAW # 23-09**

**BEING A BY-LAW to provide for the adoption of tax rates and to further provide for penalty and interest in default of payment thereof for 2023**

**WHEREAS** Section 312 of The Municipal Act, 2001, as amended provides that the Council of a local municipality shall, after the adoption of estimates for the year, pass a by-law to levy a separate tax rate on the assessment in each property class, and;

**AND WHEREAS** Council has set tax ratios by By-Law 23-08 and;

**AND WHEREAS** the 2023 levy for municipal purposes is \$2,918,653 and;

**AND WHEREAS** the 2023 levy for education purposes has been set at \$339,903 and;

**AND WHEREAS** certain education rates are provided in various regulations and commercial and industrial education amounts have been requisitioned by the Province,

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

1. That the tax rates for 2023 for municipal and education purposes be hereby set as follows

CLASS	MUNICIPAL RATE	EDUCATION RATE	TOTAL RATE
Residential	0.01514052	0.00153000	0.01667052
Multi-Residential	0.01514052	0.00153000	0.01667052
Commercial Occupied	0.01438349	0.00842583	0.02280932
Commercial Vacant	0.01006845	0.00842583	0.01849428
Industrial Occupied	0.01165820	0.00676308	0.01842128
Industrial Vacant	0.00757783	0.00676308	0.01434091
Pipelines	0.01698009	0.00000000	0.01698009
Landfill	0.01438349	0.00980000	0.02418349
Farm	0.00378513	0.00038250	0.00416763
Managed Forest	0.00378513	0.00038250	0.00416763

2. THAT every owner shall be taxed according to the tax rates in this by-law and such tax shall become due and payable in 2 installments as follows:

50% of the final levy shall become due and payable on the 16th day of August 2023; and the balance of the final levy shall become due and payable on the 18th day of October 2023.

3. Non-payment of the amount, as noted, on the dates stated in accordance with this by-law constitutes default. On all taxes of this levy, which are in default after the 17th day of August and after the 18th day of October 2023, a penalty of 1.25 percent shall be added. And thereafter a penalty of 1.25 percent per month will be added on the first day of each and every month the default continues, until December 31<sup>st</sup>, 2023.
4. On all taxes unpaid as of December 31<sup>st</sup>, 2023 interest shall be added at the rate of 1.25 percent per month, for each month or fraction thereof in which the arrears continue.

5. All taxes are due and payable to the Township of Assiginack, at the municipal office in Manitowaning, Ontario.

Read for a First and Second time this 30<sup>th</sup> day of May, 2023

Read for a Third and Final time and Enacted in Open Council this 30<sup>th</sup> Dy of May, 2023

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Mayor

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Deputy Clerk

Seal

**THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK**

**BY-LAW # 23-10**

**BEING A BY-LAW of the Corporation of the Township of Assiginack to amend By-laws #98-02 and #98-03 to set annual water rates for the Sunsite Estates subdivision and annual water and sewage rates for Manitowaning.**

**WHEREAS** the necessary authority is found in Section 391 of the Municipal Act, S.O., 2001, chapter 25;

**AND WHEREAS** By-laws #98-02 and 98-03 were enacted by Council on January 21, 1998;

**AND WHEREAS** proper and appropriate notice of this by-law was given in accordance with By-law #03-12 and Ontario Regulation 244/02;

**AND WHEREAS** Council deems it desirable to adopt water and or water and sewage rates for 2023;

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

1. THAT the flat rate for water for the Sheguiandah Developments subdivision also known as Sunsite Estates be set at \$1,710.33
2. THAT Schedule 'A' of By-law #98-02 be repealed and replaced with Schedule 'A-1', attached to and forming part of this by-law, outlining the 2023 flat water and sewage rates for Manitowaning.
3. THAT the rates will be billed on a monthly basis being due on the last business day of each month.
4. THAT this by-law shall come into force and take effect on the 1<sup>st</sup> day of January, 2023.

Read for a First and Second time this 30<sup>th</sup> day of May, 2023

Read for a Third and Final time and Enacted in Open Council this 30<sup>th</sup> day of May, 2023

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Deputy Clerk

Seal

**SCHEDULE "A" BY - LAW # 23-10**

**TOWNSHIP OF ASSIGINACK  
Water and Sewage Rate**

User - Service Charge	Annual Water Rate	Annual Sewage Rate	Total
Single Family Home	\$761.48	\$611.89	\$1,373.37
Multiple Family Home & Apartments (per apartment)	\$407.80	\$327.69	\$735.49
Public School (per classroom)	\$570.98	\$458.85	\$1,029.83
Store and One Apartment or Attached Residence	\$761.48	\$611.89	\$1,373.37
Office and One Apartment or Attached Residence	\$761.48	\$611.89	\$1,373.37
Laundromat (6 Units only)	\$1,030.62	\$827.63	\$1,858.25
Restaurant and One Apartment or Attached Residence	\$1,359.61	\$1,092.41	\$2,452.02
Hairdressing Shop	\$326.33	\$262.18	\$588.51
Motel and One Attached Residence	\$1,903.55	\$1,529.38	\$3,432.93
Service Station (no car wash)	\$761.48	\$611.89	\$1,373.37
Take Out Restaurant	\$761.48	\$611.89	\$1,373.37
Church	\$761.48	\$611.89	\$1,373.37
Manse or Rectory	\$761.48	\$611.89	\$1,373.37
Arena	\$1,522.96	\$1,223.78	\$2,746.74
Police Station and Residence	\$761.48	\$611.89	\$1,373.37
Museum	\$761.48	\$611.89	\$1,373.37
Municipal Office/Library	\$1,522.96	\$1,223.78	\$2,746.74
Medical Office	\$761.48	\$611.89	\$1,373.37
Municipal Garage	\$761.48	\$611.89	\$1,373.37
Heritage Park	\$761.48	\$611.89	\$1,373.37
Norisle	\$569.83		\$569.83
Municipal Marina	\$761.48	\$611.89	\$1,373.37
Golf Course	\$1,903.55	\$1,529.38	\$3,432.93
Assiginack Curling Club	\$1,903.55		\$1,903.55
Commercial - Bottled Water	\$1,522.96	\$611.89	\$2,134.85