

MUNICIPALITY



OF ASSIGINACK

**P.O. Box 238, MANITOWANING, ONT., P0P 1N0
(705) 859-3196 or 1-800-540-0179**

www.assiginack.ca

**2023 COMMITTEE OF THE WHOLE
AGENDA**

Tuesday, June 6, 2023

OPENING AND DECLARATIONS

1. **ADMINISTRATION/FINANCE/PLANNING:**
 - a) Manitowaning Agricultural Society :Soapbox Derby Request
 - b) Lot 6, Con 2 Road Access Request
 - c) Concession 8 and 9 Road Allowance Crossing Request
 - d) Lakehouse (Shore Road Allowance Encroachment Extension) Request

2. **PUBLIC WORKS:**
 - a) Manitowaning Sidewalks
 - b) Water Capacity Proposal
 - c) Hitching Post Request
 - d) Fishing off the Marina Docks
 - e) Church Road Busing Concern

3. **PROTECTION AND CONTROL:**
 - a) Animal Control: Barking Complaints

4. **RECREATION/CULTURE:**
 - a) Manager Report

Alton Hobbs

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

Get [Outlook for iOS](#)

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 hill, 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 not 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.

Wavier 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, invites, 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.

Renter's signature

Date

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.

Alton Hobbs

From: Debbie Quackenbush <bdquackers@hotmail.com>
Sent: May 19, 2023 1:45 PM
To: Alton Hobbs
Subject: Re: Lot 6
Attachments: 20230519_134311.jpg

Brent Quackenbush

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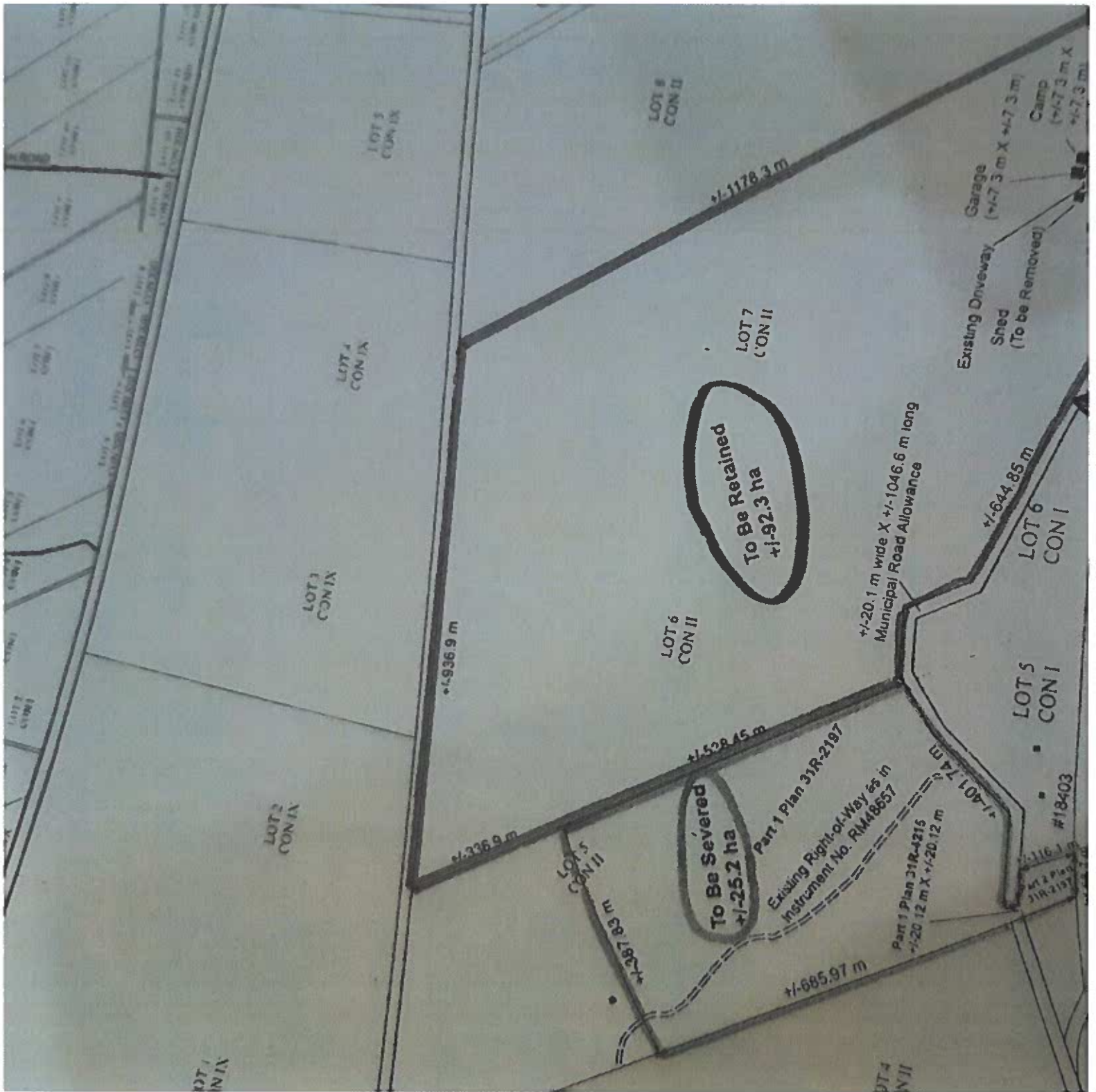
From: Debbie Quackenbush
Sent: Friday, May 19, 2023 1:42:35 PM
To: Alton Hobbs <ahobbs@assignack.ca>
Subject: Lot 6

Mr. Hobbs,

This is a request for written permission to access lot 6 con 2 by way of the concession road.

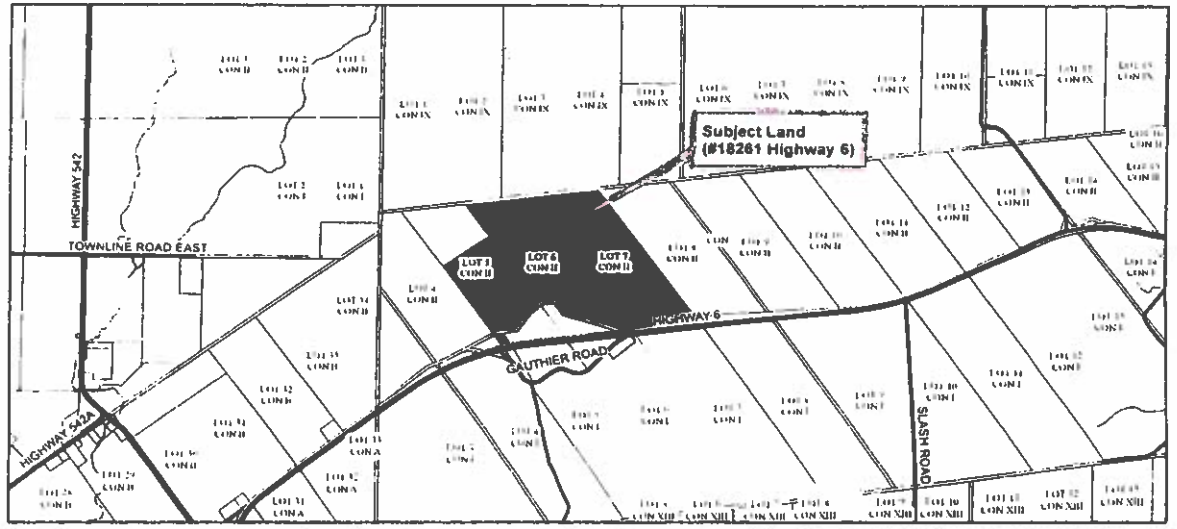
Brent Quackenbush

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**Part Lot 5 and Lot 6 and 7 Concession II
Including Parts 1 and 2 Plan 31R-2197 and Part 1 Plan 31R-4215
(#18261 Highway 6)
Township of Assinack
District of Manitoulin**

FILE NO: B21-22



RECEIVED
MAY 19 2023

Alton Hobbs, CAO
Township of Assiginack
Manitowaning, On
POP 1N0

May 19, 2023

Consideration re: access to unopened road allowance
Between Assiginack and NEMI

Dear Mr Hobbs

As you are aware Delmer and I own property between Bay Estates and Sunsite Estates on Manitowaning Bay. We have sold most of the waterfront property, but there remains a small piece of property at the south end separated by James Creek that runs between these subdivisions.

There is enough property to have it surveyed, into one partial lot and one regular lot for sale. As we will be giving the partial lot by the Creek to Bill and Paula we do not need another access to this piece of property. However the other piece adjacent to this will not have any land access to it unless we find an viable alternative.

Jordan Chandler, the developer at Sandy Point has agreed to provide an easement to this property off of the road that he is currently constructing as shown on the map that I have included. That leaves only a small portion of the unopened road allowance in Assiginack that we would need to access the new lot.

After discussions with you and Pam Myers, NEMI, we have decided that this would be the best way to move forward, and respectfully ask that the Assiginack Council consider our request.

Sincerely,

Leslie and Delmer Fiels

3 attachments

From: Jordan Chandler jordanchandler@live.ca

Subject: Delmer and Leslie Fields Severance

Date: Mar 20, 2023 at 2:58:25 PM

To: Pam Cress PCress@townofnemi.on.ca, lesliedelmer@eastlink.ca

Hi Pam,

I have attached the pdf draft plan for the Sandy Point development. It is located in Assignack Township, directly south of Delmer and Leslie's property in NEMI.

I also created a rough map showing the boundary between our properties. There is a road allowance separating the properties (and townships). We will create a 66' easement on lot 48 that runs from the new municipal road (Sandy Point Rd) to the road allowance separating NEMI and Assignack. This is shown in red on the drawing. This easement will be in favour of the neighbouring property to the north, currently owned by Leslie and Delmer. If they wish to create a new waterfront lot via severance on their property, we welcome the use of this easement for that purpose.

Sandy Point road should be complete and registered by the start of July. The creation of the easement will take place following the road registration and will likely take a couple months via The Manitoulin Planning Board.

If you require any further information, please don't hesitate to reach out.

Cheers,

Jordan Chandler

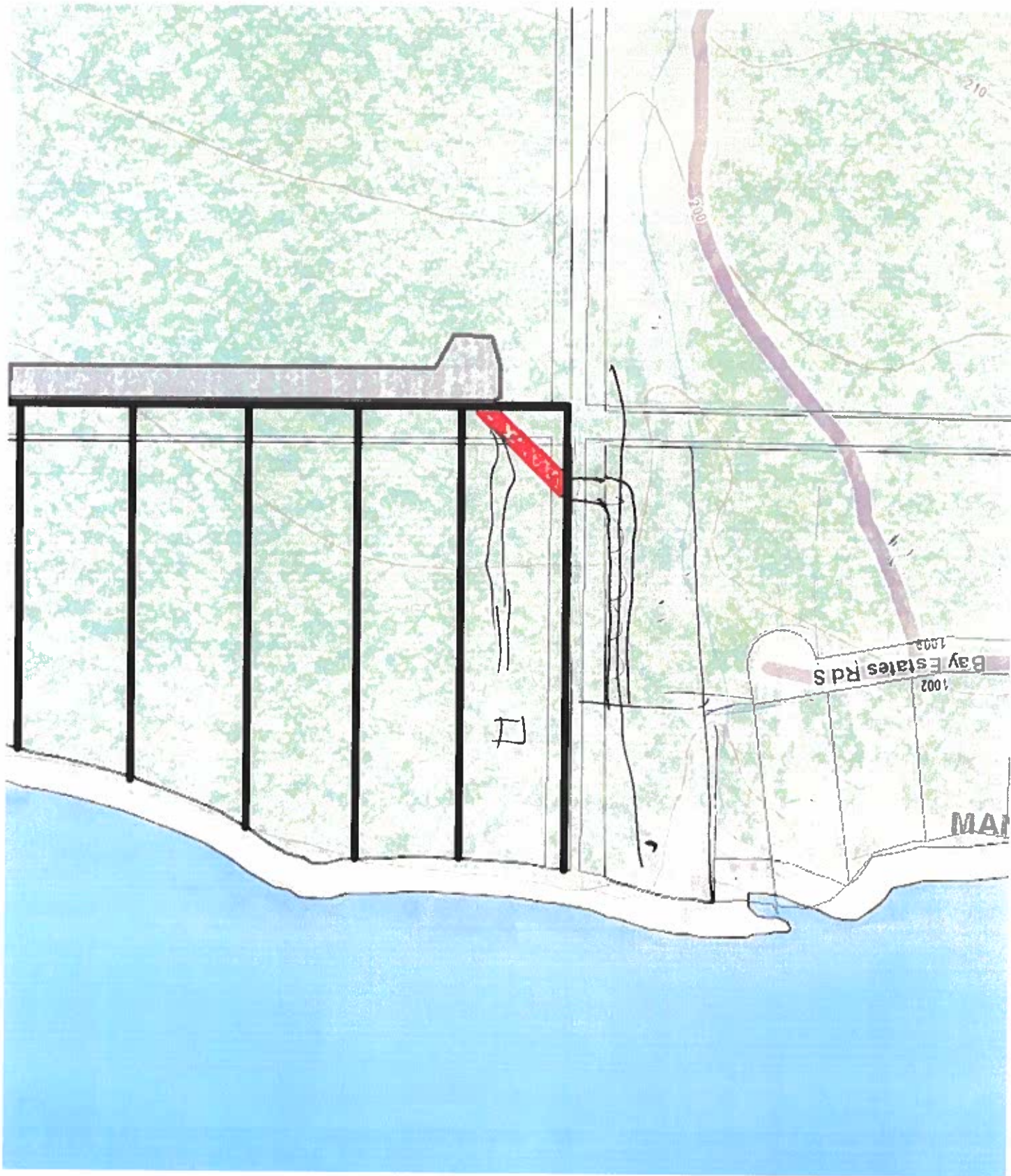
Broker of Record

RE/MAX The Island Real Estate Brokerage

[705-968-0195](tel:705-968-0195)

theislandbrokerage.ca





Alton Hobbs

From: Bruce Rolston <bruce.rolston@nergy.ca>
Sent: December 8, 2022 12:42 PM
To: Alton Hobbs
Cc: mantechgs@gmail.com; Bylaw
Subject: RE: Municipal shore road allowance
Attachments: Lake House (Permit - Cape Horn).pdf

Alton, thanks for the background. I would not be looking to change the zoning by-law already in place but would like the township to consider the request. Can you clarify what process can be used to formally have the review done. I have been successful applying for a variance with other properties and with a full review I believe there is a mutual benefit to this change and potential to have it approved. Can you clarify the process to be used? Would it be a minor variance or variance. Your clarification would be appreciated. Thanks.

Bruce,

From: Alton Hobbs [mailto:ahobbs@assignack.ca]
Sent: Wednesday, September 21, 2022 11:55 AM
To: 'Bruce Rolston' <bruce.rolston@nergy.ca>
Cc: mantechgs@gmail.com; Bylaw <bylaw@assignack.ca>
Subject: Municipal shore road allowance

Good Morning:

I apologize for the delay in response but I wanted to discuss the municipality's position with our solicitor.

The Township's approved policy allows for the reconstruction of buildings located on municipal property (shore road allowance) in the existing footprint. This recognizes that a mistake was made at some point in the past in that a building was constructed on property not owned by the adjacent landowner. The ability to rebuild in the same footprint is a common component of most zoning by-laws I have seen, but the ability to move a building on property not owned by the landowner is not.

Since 1981 this is the policy that the Township of Assiginack has followed with the adoption of the Township's Zoning by-laws. Anyone who disagrees with it is welcome to appeal the zoning by-law requirements but in this case the applicant would be asking to allow development on property he or she does not own. In addition, because we are on the Manitoulin, no municipality can sell the shore road allowance at this point in time.

Alton Hobbs
CAO
[Assiginack](#)
705 859 3196

The Municipal Election is **October 24, 2022**

Check to see if you are on the voters' list or update your information now at www.voterlookup.ca



Replace existing structure



VIEW FROM MAIN BUILDING



VIEW FROM WATER



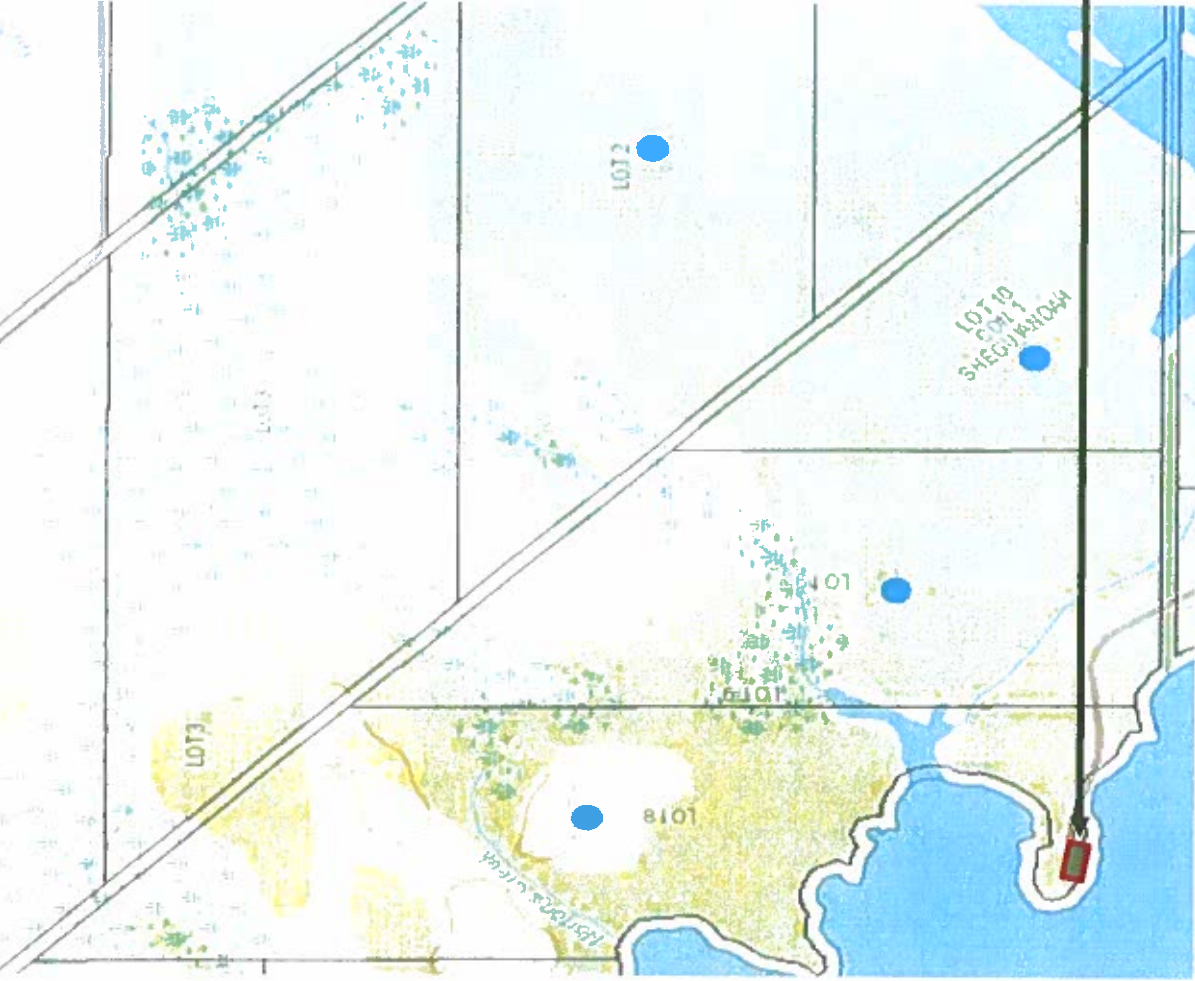
BRUCE ROLSTON

212 CLARK STREET
 CLARKSBURG, ONTARIO
 N0H 1J0
 PHONE: 416 522 1314

DRAWN	BR
CHK'D	BR
SCALE	NTS
DATE	1 MARCH 2022
REV DATE	DD MMMM YY

TITLE	SITE OVERVIEW
SITE	361 Monkhouses Road
PROJECT	LAKE HOUSE 001

DRAWING No.	A1
REV	A
PAGE	1 OF 8



LOT 8 Concession 1 (361 Monkhouse):
 Would like to replace the existing building.

Existing Building (40' x 20')

BRUCE ROLSTON
 212 CLARK STREET
 CLARKSBURG, ONTARIO
 N0H 1J0
 PHONE: 416 522 1314

DRAWN	BR
CHK'D	BR
SCALE	NTS
DATE	1 MARCH 2022
REV DATE	DD MMM YY

TITLE	SITE PLAN
SITE	361 Monkhouses Road
PROJECT	LAKE HOUSE 001

DRAWING No.	A2
REV	A
PAGE	2 OF 8



Existing Building (removed)

New Building location (rebuilt)

Minor Variance Request:

- 1/ Request minor variance to remove existing building and move/re-build in new location. The new location would be 50' east and 20' north (away from the water).

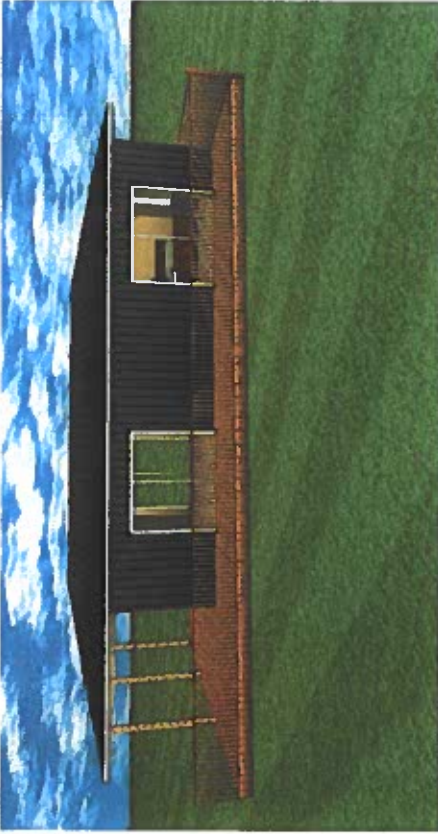
BRUCE ROLSTON

212 CLARK STREET
 CLARKSBURG, ONTARIO
 N0H 1J0
 PHONE: 416 522 1314

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SCALE	NTS
DATE	1 MARCH 2022
REV DATE	DD MMM YY

TITLE	BUILDING RELOCATION
SITE	361 Monkhouses Road
PROJECT	LAKE HOUSE 001

DRAWING No.	A3
REV	A
PAGE	3 OF 8



FRONT VIEW (South)



SIDE VIEW (West)



BACK VIEW (North)



SIDE VIEW (East)

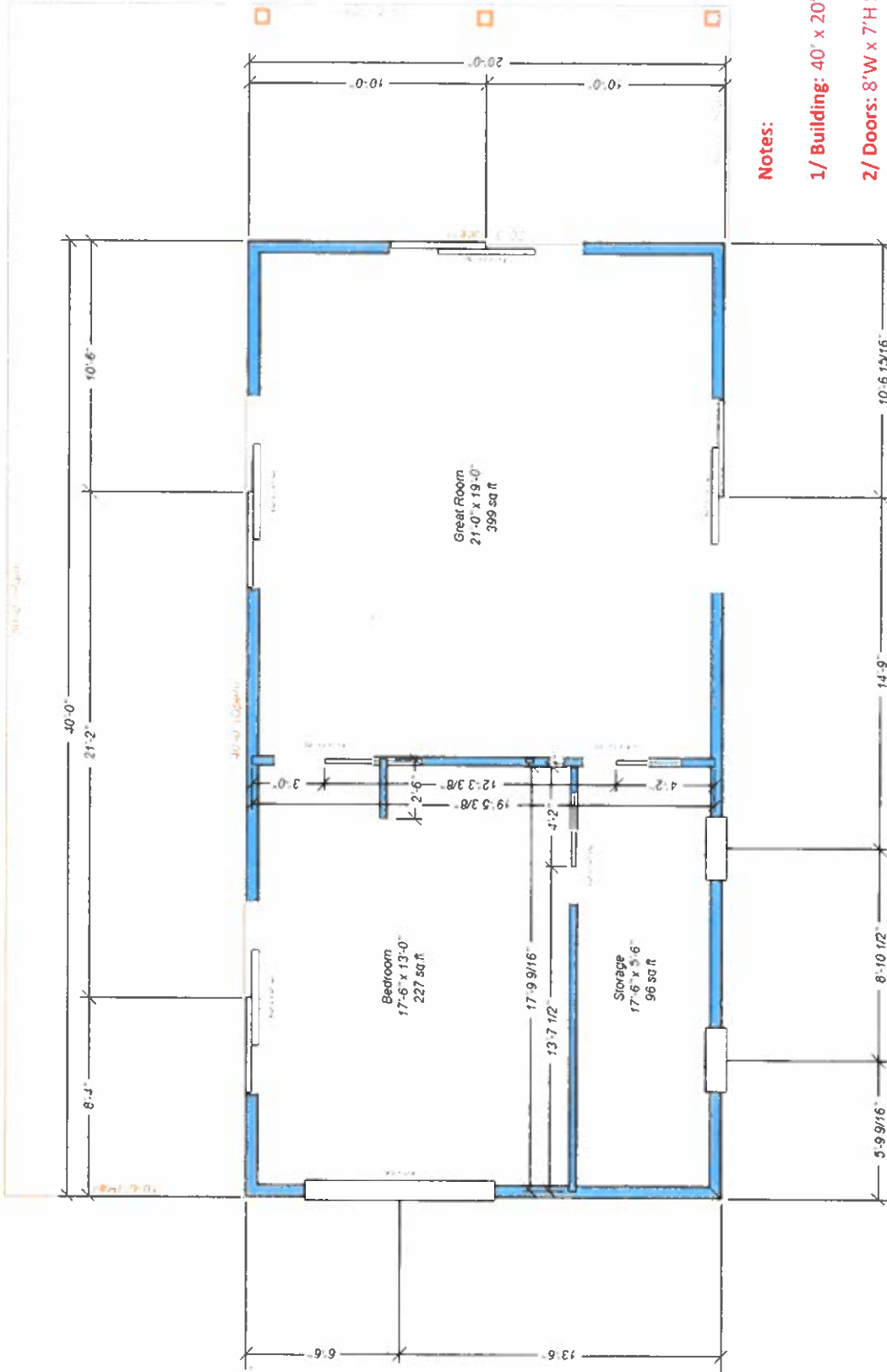
BRUCE ROLSTON

212 CLARK STREET
 CLARKSBURG, ONTARIO
 N0H 1J0
 PHONE: 416 522 1314

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SCALE	NTS
DATE	1 MARCH 2022
REV DATE	DD MMYY

TITLE	DESIGN OVERVIEW
SITE	361 Monkhouses Road
PROJECT	LAKE HOUSE 001

DRAWING No.	A4
REV	A
PAGE	4 OF 8



Notes:

1/ Building: 40' x 20' W/ 10' covered porch.

2/ Doors: 8'W x 7'H Sliding Doors

3/ Deck: 10' wide.

4/ Roof: Overhang 10' on west side of deck.

BRUCE ROLSTON

212 CLARK STREET
 CLARKSBURG, ONTARIO
 N0H 1J0
 PHONE: 416 522 1314

DRAWN	BR
CHK'D	BR
SCALE	NTS
DATE	1 MARCH 2022
REV DATE	DD MMM YY

TITLE	DESIGN (Building)
SITE	361 Monkhouses Road
PROJECT	LAKE HOUSE 001

DRAWING No.	A5
REV	A
PAGE	5 OF 8



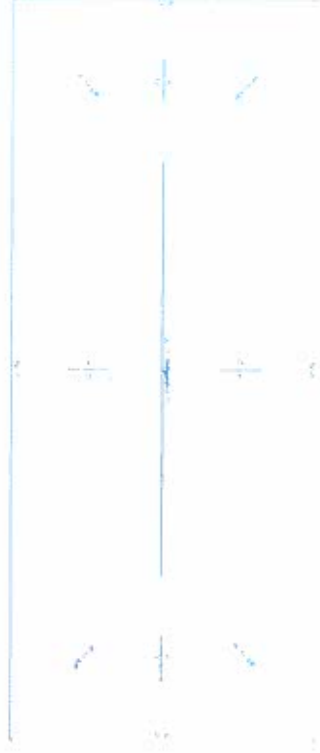
TOP VIEW



FRONT VIEW

Notes:

- 1/ **Roof:** Hip roof design - 4:12 slope with 24" overhang. Engineered Trusses on 2' centre.
- 2/ **Roof Sheeting:** 1/2" plywood.
- 3/ **Walls:** 2"x 6" lumber framing with 1/16" aspenite.
- 4/ **Doors (Headers):** Qty (3) - 2"x 8" wood beam.



Roof Detail

LUMBER (Framing):
Will be Building Grade S-P-F.

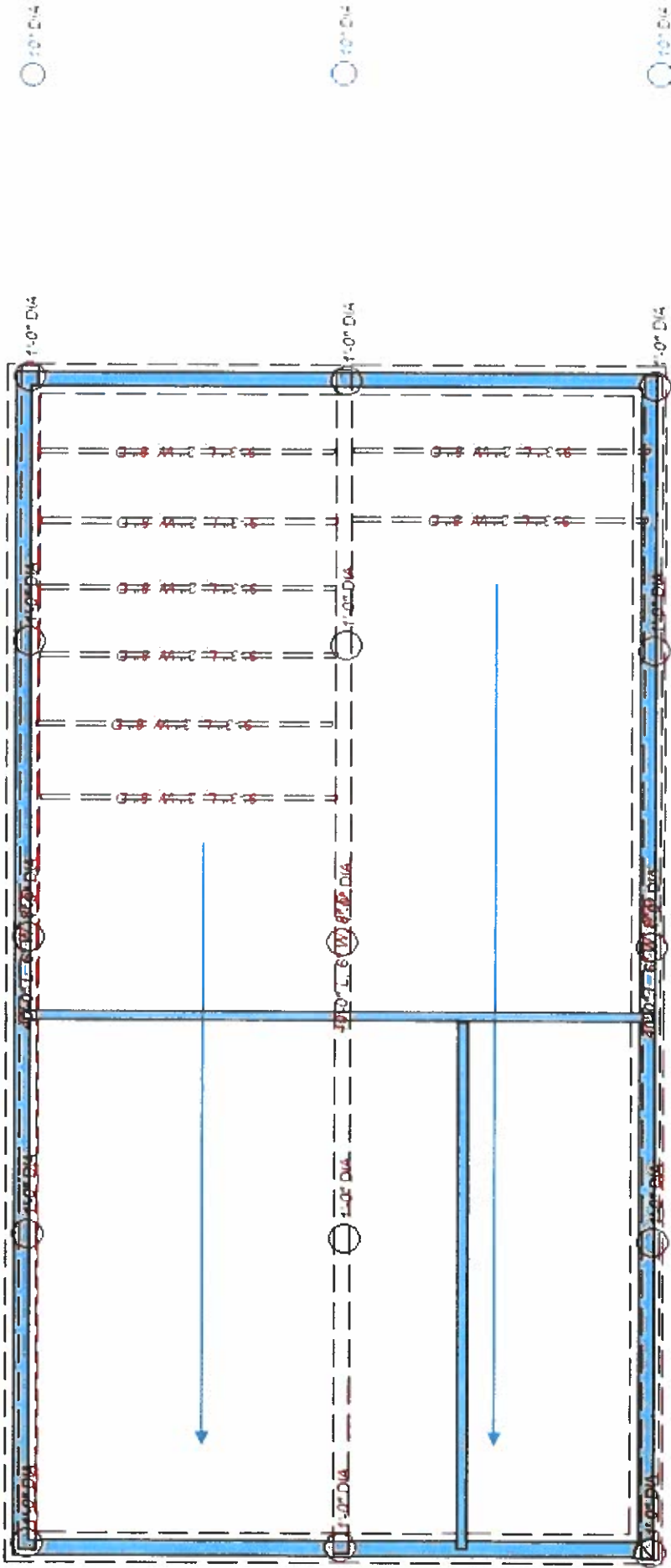
BRUCE ROLSTON

212 CLARK STREET
CLARKSBURG, ONTARIO
NOH 1JO
PHONE: 416 522 1314

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CHK'D	BR
SCALE	NTS
DATE	1 MARCH 2022
REV DATE	DD MMM YY

TITLE	DESIGN (Framing)
SITE	361 Monkhouses Road
PROJECT	LAKE HOUSE 001

DRAWING No.	A6
REV	A
PAGE	6 OF 8



Notes (Footing):

- 1/ Footings: Sauna tube (4x rebar & filled with Concrete). 12" under foundation and 10" on west side for posts (3 of).
- 2/ Spacing: Footings spaced at 10' centres.

Notes (Floor):

- 1/ Beams: 3 play 2" x 8" spf. 3 main beam E/W oriented.
- 2/ Joists: 2" x 8" spf spaced at 16" centres N/S oriented.
- 3/ Attachment: Joist will be attached to beams with hangers.

LUMBER (Foundation):

Will be Building Grade S-P-F.

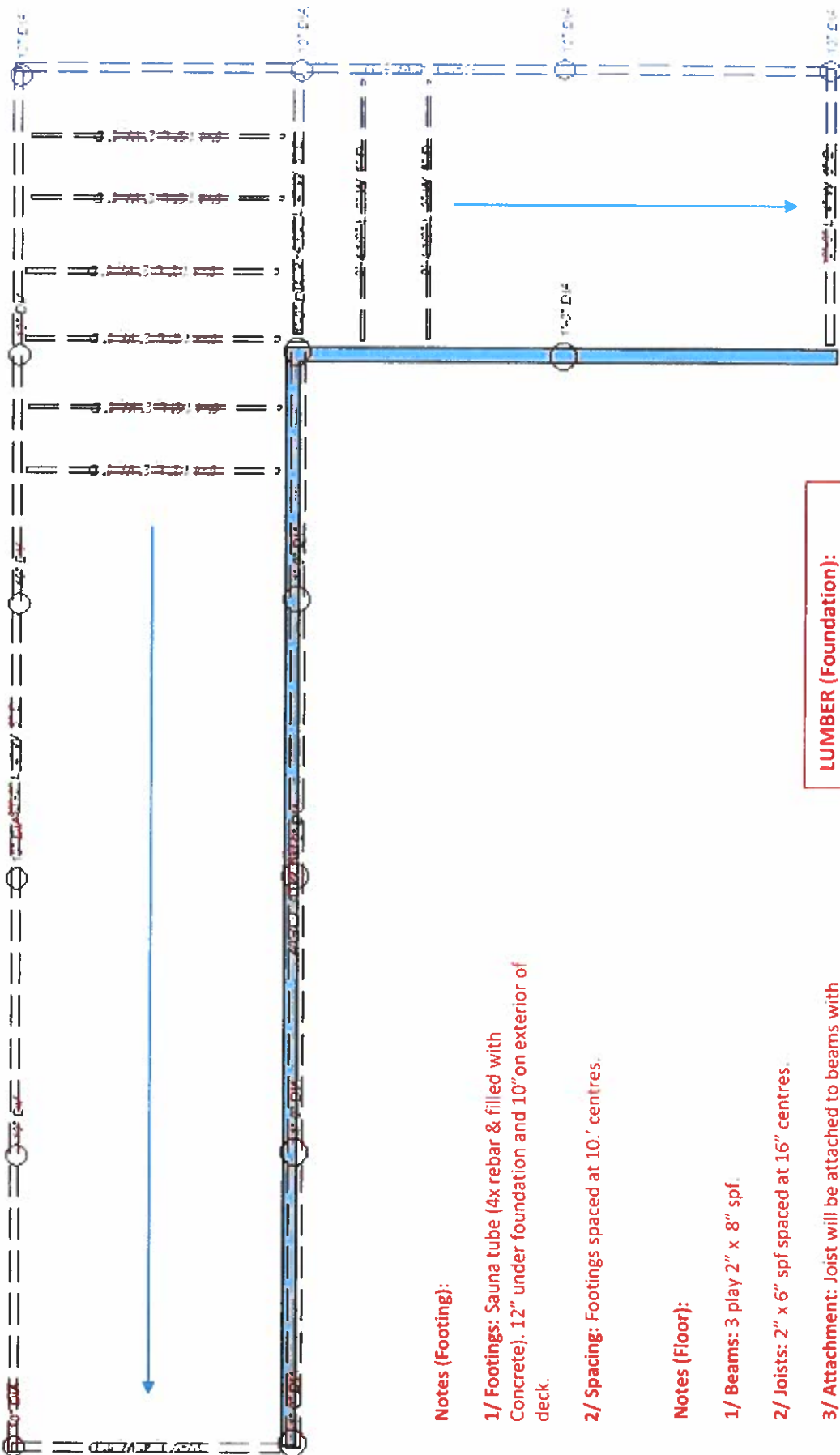
BRUCE ROLSTON

212 CLARK STREET
 CLARKSBURG, ONTARIO
 N0H 1J0
 PHONE: 416 522 1314

DRAWN	BR
CHK'D	BR
SCALE	NTS
DATE	1 MARCH 2022
REV/DATE	DD MMM YY

TITLE	DESIGN (Foundation)
SITE	361 Monkhouses Road
PROJECT	LAKE HOUSE 001

DRAWING No.	A7
REV	A
PAGE	7 OF 8



Notes (Footing):

- 1/ Footings: Sauna tube (4x rebar & filled with Concrete). 12" under foundation and 10" on exterior of deck.
- 2/ Spacing: Footings spaced at 10' centres.

Notes (Floor):

- 1/ Beams: 3 play 2" x 8" spf.
- 2/ Joists: 2" x 6" spf spaced at 16" centres.
- 3/ Attachment: Joist will be attached to beams with hangers.

LUMBER (Foundation):
Will be Building Grade S-P-F.

BRUCE ROLSTON

212 CLARK STREET
CLARKSBURG, ONTARIO
NOH JJO
PHONE: 416 522 1314

DRAWN	BR
CHK'D	BR
SCALE	NTS
DATE	1 MARCH 2022
REV DATE	DD MMM YY

TITLE	DESIGN (Deck)
SITE	361 Monkhouses Road
PROJECT	LAKE HOUSE 001

DRAWING No.	A8
REV	A
PAGE	8 OF 8

**Allan and Anne Elliott
63 Napier St,
Manitowaning, Ontario
POP 1N0**

**RECEIVED
MAY 30 2023**

**Reeve and Council
Municipality of Assiginack
Manitowaning, Ontario
POP 1N0**

Dear Reeve and Council:

Allan and I would like to thank the past reeve and council for agreeing to replace the sidewalk and improve drainage along Napier Street between Albert and Howe streets. We also extend our gratitude to those who installed the sidewalk and improved the drainage along our property during its installation. Memorial Day Weekend's rain was a true test to the improvements made. Our property had very little runoff from the road, the water followed the drainage system as planned.

We have noticed people are now using the sidewalk, especially children on our street. This was not happening with the old uneven sidewalk.

Thank you to all involved for making our community a safer place for those who live here.

Sincerely

**Allan and Anne Elliott
63 Napier Street, Manitowaning.**

RECEIVED
JUN 01 2023



Manitowaning Water Treatment Plant and Lagoon Capacity Assessment Proposal

EXP Northern Ontario Engineering

Type of Document:

Proposal

Project Name:

The Corporation of the Township of Assiginack

Proposal Number:

999-23006971-PP

Prepared By:

Bradley Legault, P.Eng., LEED GA.
Mechanical Engineering Coordinator
EXP

885 Regent Street, Suite 3-6A

Sudbury, ON, P3E 5M4

t: +1.705.674.9681

f: +1.705.674.5583

Date Submitted:

2023-06-01

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Introduction

1.1 Company Profile

EXP Services Inc. (EXP) is a full-service multi-disciplinary engineering and architectural firm. We offer consulting, investigation, testing and problem-solving services in geosciences, environment, building science, mechanical, electrical, hydraulic, construction materials, pipeline services, fire and life safety, municipal, transportation and facilities engineering. We serve both private and public sector clients across Canada, USA and internationally.

EXP is a Canadian-owned firm, which today employs more than 3,000 highly qualified people, with 1,500 engineers and architects from various disciplines, assisted by technicians, draftspersons, and administrative staff. We offer specialized expertise in engineering, architecture, environmental science as well as a number of activities closely related to applied sciences.

EXP has extensive experience and an excellent reputation in **Water and Wastewater Distribution Systems, Water Treatment Plant Design, Wastewater Treatment Design** and accompanying **Hydraulic Analysis**, including our numerous infrastructure planning feasibility studies for waterfront projects. With the support of our other service lines, we provide seamless delivery of integrated projects.

2. Project Understanding

2.1 Background

The Township of Assiginack is located on the eastern portion of Manitoulin Island. The main community, Manitowaning, is the administrative center of Assiginack Township and was founded in 1836. Manitowaning is nestled in the picturesque Manitowaning Bay with a current estimated population of approximately 600 people. The Corporation of the Township of Assiginack is requesting a proposal to have a detailed report that assess the capacity of the Water Treatment Plant and lagoon for future expansion.

2.2 Existing System Overview

The Water Treatment Plant (WTP) intakes water from Manitowaning Bay, just off the North Channel of Georgian Bay on Lake Huron. The raw water intake is a 300 mm pipe approximately 90 meters in length with a flared elbow intake inside a crib structure 1.5 meters above the bottom at an average depth of 10 m. Water flows by gravity through the intake pipe to a raw water intake wet well. The low lift pumping station is located above the raw water wet well adjacent to the water treatment plant. The low lift station is comprised of two (2) vertical turbine pumps, one duty and one standby, each with the capacity of 1,045 m³/day at 11 m TDH which pump the raw water to the water treatment system. Permit to Take Water (PTTW) 7279-BALLLV grants the taking of water from Lake Huron to the Township of Assiginack for the purpose of municipal water supply at a rate no greater than 1,149 m³/day.

Water is fed to the distribution system by three (3) vertical turbine highlift pumps, two (2) duty and one (1) standby, located above the clearwells. Each pump has a capacity of 777.6 m³/day at 80 m TDH. The WTP is also equipped with two (2) fire pumps (one pump is for redundancy) each with a capacity of 6,048 m³/day at 80 m TDH. The plant is operated through a SCADA system which monitors process control, instrumentation, and equipment. Emergency power to the WTP is supplied by a standby diesel generator rated at 300 kW.

The Township of Assiginack has a sewage collection system that is equipped with two (2) pumps and a 6" forcemain which discharges into two (2) waste stabilization ponds. The treated effluent from the ponds is semi-annually discharged to Manitowaning Bay.

3. Project scope

The Township of Assiginack is requesting a proposal to have a detailed report that assess the capacity of the Water Treatment Plant and lagoon for future expansion. This report will detail how much capacity is remaining based on today's demands to start planning for future expansion. EXP has previously completed a water model for the Township and will utilize this model in conjunction with the assessment of the Water Treatment Plant to establish criteria for the distribution system.

EXP will complete the assessment and report based on the scope provided, but will exclude any specific review of proposed expansion (i.e. residential, commercial, industrial) from this scope until further direction from the Township is provided.

4. Project Team

4.1 General

Resumes of any individuals noted below can be provided upon request.

4.2 Project Team

PROJECT MANAGER/MECHANICAL ENGINEER | BRADLEY LEGAULT, P.ENG., LEED GA

7 years of Experience

Mr. Legault has extensive experience in project management and design engineer with a focus in mechanical, process, and water resource work including sanitary lift stations, sewage treatment plants, water treatment plants, and industrial projects. Mr. Legault has extensive experience in MECP regulation and standards that are dealt within water treatment and wastewater treatment. Mr. Legault will be responsible for coordinating the various disciplines and aspects and will oversee the entirety of the project. He will be in direct communication with the project team throughout its duration and will monitor progress and apply corrections as necessary to maintain the schedule.

SENIOR MECHANICAL ENGINEER | MARK LANGILLE, P.ENG.

32 years of Experience

Mark will serve as the principal engineer and technical support. Mark is a senior mechanical engineer with over 28 years of experience in management, project management and civil and mechanical engineering. He has experience on projects involving water distribution systems, sanitary sewer, sanitary and drinking water pumping stations as well as large multi discipline industrial projects. Mark has worked as a Designer, Project Manager, Construction Superintendent and Contract Administrator during his professional career.

5 Water Plant and Lagoon Experience

5.1 McCamus Water Treatment Plant Iron Removal System

Assignment Name: McCamus Water Treatment Plant Iron Removal System	Total Construction Budget: N/A
Location: Temiskaming Shores, Ontario	Engineering Budget: \$85,000
Name of Client: The City of Temiskaming Shores	Address: 325 Farr Drive, P.O. Box 2050 Haileybury, Ontario P0J 1K0
Contact Reference: Steve Burnette; t: +1.705.672.3363	Timeline: N/A
Project Manager: Mark Langille, P.Eng.	Technical Support Team: Nolan Dombrowski, P.Eng.
Project Overview: The primary objective of this project was to reduce iron and manganese content in raw water taken from Well No. 3 and Well No. 4 while also reducing treated water turbidity to less than 0.3 NTU 95% of operational time on continuous basis. The project involved the design of two (2) iron removal filters to replace the aging existing filters. As part of the replacement, provision has been made to supply both filter vessels from either well, therefore creating true redundancy. The works included new piping, valves, flow meters and associated equipment.	

5.2 Temiskaming Shores Water Distribution Linking

Assignment Name: City of Temiskaming Shores Emergency Water Distribution System Linking	Total Construction Budget: \$5,000,000
Location: Temiskaming Shores, Ontario	Engineering Budget: \$178,085
Name of Client: The Corporation of the City of Temiskaming Shores	Address: 325 Farr Drive, P.O. Box 2050 Haileybury, Ontario P0J 1K0
Contact Reference: Steve Burnette; t: +1.705.672.3363	Timeline: 2014-2016
Project Manager: Nolan Dombroski, P.Eng. Mark Langille, P.Eng.	Technical Support Team: Mark Langille, P.Eng. James Hawken, P.Eng. Jerry Dussault, P.Eng. Jessy Dussault, P.Eng. Hayden Fiset, P.Eng.
Project Overview: This project involved in plant piping modifications at the New Liskeard and Dymond Reservoirs. At the New Liskeard Shepherdson Road reservoir, piping modifications are necessary to facilitate the instillation of three variable frequency drive (VFD) pumps as well as add components to monitor the flow, pressure and quality of the water. The electrical system will be revamped to adequately support the VFD pumps. The piping in the Dymond reservoir was modified to accommodate a new	

Date: June 1, 2023

flow control and check valve combination. This combination was necessary to regulate the flow entering the system and maintain pressure upstream.

This project also involved the installation of a trunk watermain connecting the existing New Liskeard water distribution system at the intersection of Hessle Street and Armstrong Street and connecting to the Dymond water distribution system at the intersection of Gray Road and Highway 11B. The connections between both systems are required in order to eliminate the two wells at the Dymond reservoir. These wells have been found to be under the influence of surface water and have been shown to contain E. Coli.

EXP Services Inc. was retained by the City of Temiskaming Shores to provide engineering services required to implement improvements to the existing water distribution systems including detailed pre-engineering surveys; detailed hydraulic design using Bentley's WaterGEMS and Hammer software, municipal infrastructure; identification of utility conflicts and verification of proposed utility relocation; preparation of the construction contract package and contract administration.

Extensive hydraulic modelling was used during the course of this project to ensure safe and reliable linking of the two separate water distribution systems. Several aspects were analyzed using Bentley's WaterGEMS software including existing individual network demands as well as proposed "linked" demands. Operational parameters were determined for installation of new watermain, valves, pumps, flow meters and associated equipment.

5.3 Fairyview Water Treatment Plant

Assignment Name: Fairyview Water Treatment Plant	Total Construction Budget: \$ 6,000,000
Location: Huntsville, Ontario	Engineering Budget: \$720,000
Name of Client: The District Municipality of Muskoka	Address: 70 Pine Street Bracebridge, ON P1L 2B3
Contact Reference: Michael Currie; t: +1.705.672.3363	Timeline: 2018-2022
Project Manager: Mark Langille, P.Eng.	Technical Support Team: Brad Legault, P.Eng.
Project Overview:	
<p>EXP was retained to complete the design, tender and contract administration for the Fairyview Water Treatment Plant (WTP) Upgrades. As part of the upgrades a complete by-pass system was installed that would allow the existing chlorine contact chamber and clear well to be isolated and shut down to provide maintenance and inspections. A 720m, 600mm diameter "serpentine" pipe was utilized as a secondary chlorine contact chamber to allow proper disinfection of the treated water before distribution. A booster pump was designed and installed in series with the existing backwash pumps to allow isolation of the high-lift pumps during shutdown. The existing chlorine gas system was decommissioned and replaced with a new sodium hypochlorite system with 2 holding tanks and 5 peristaltic pumps, 3 duty and 2 standby.</p> <p>A complete modification to each filter effluent discharge piping was designed and installed to allow the filter effluent to be discharged into either the backwash well, high lift well or during normal operation the chlorine contact chamber. In the existing chlorine contact chamber and high-lift, an existing 2m x 2m opening located at the bottom of the isolation wall was filled in completely with an automated sluice gate.</p> <p>This was replaced with a fixed height weir located 4.4m in elevation to allow improved chlorine contact time within the normal operation of the facility. The Primary objective of this project was to allow the operators to isolate their clear well</p>	

and chlorine contact tanks for general inspections on a maintenance schedule, provide optimization within the plant, and increase the total plants CT time.

5.4 Temagami North Lagoon Aeration Retrofit

Assignment Name: Temagami North Lagoon Aeration Retrofit	Total Construction Budget: N/A
Location: Temagami, Ontario	Engineering Budget: N/A
Name of Client: The Municipality of Temagami	Address: 7 Lakeshore Drive Temagami, ON P0H2H0
Contact Reference: N/A	Timeline: N/A
Project Manager: Nolan Dombrowski, P.Eng.	Technical Support Team: Mark Langille, P.Eng
Project Overview:	
<p>The Municipality of Temagami required engineering services to undertake detailed design and a tender call to retain a contractor to install aeration tubing and valves in one of the cells at the Temagami North Lagoon.</p> <p>EXP's work included the preparation of plans and specifications for the aeration tubing installation, undertaking a tender call, report on Tenders, contract administration (including as constructed drawings) and construction supervision.</p>	

5.5 Manitowaning Water Model

Assignment Name: Manitowaning Water Model	Total Construction Budget: N/A
Location: Manitowaning	Engineering Budget: \$22,000
Name of Client: The Township of Assiginack – Manitowaning	Address: 238 156 Arthur Street Manitowaning ON P0P 1N0
Contact Reference: Alton Hobbs	Timeline: 2010
Project Manager: Bradley Legault, P.Eng./Mark Langille, P.Eng.	Technical Support Team: N/A
Project Overview:	
<p>In 2020, EXP created a water model for the Township of Assiginack – Manitowaning due to the concerns of the wild lines/private lines that exist within the towns distribution system. Exp conducted field testing by flowing specified hydrants to calibrate the model. This water model was completed, and a design brief was completed. A report specifying the issues within the distribution system was completed also with proposed solutions.</p>	

5. Dymond Infrastructure Improvement

Assignment Name: Dymond Infrastructure Improvement	Total Construction Budget: \$
Location: Temiskaming Shores, Ontario	Engineering Budget: N/A
Name of Client: The City of Temiskaming Shores	Address: 325 Farr Drive, P.O. Box 2050 Haileybury, Ontario P0J 1K0
Contact Reference: Steve Burnette; t: +1.705.672.3363	Timeline: 2016
Project Manager: Mark Langille, P.Eng	Technical Support Team: Multiple individuals
Project Overview: In 2016, the City of Temiskaming Shores requested engineering services and tender ready documents for Phase 1 of the New Liskeard/Dymond infrastructure upgrades. The project included the supply and installation of 2.5 kms of sanitary force main; 510 m of Municipal Road reconstruction, including buried infrastructure, the supply and installation of a Prefabricated FRP Lift Station and a Concrete Wet Well Lift Station complete with pumps and associated piping.	

6. References

6.1 Township of Billings - Kagawong

Project(s): Main Street Reconstruction, Kagawong Marina Upgrade, Old Mill Road Watermain Upgrades

Reference: Todd Gordon – Municipal Project Manager

Telephone: 1-705-923-6189

Email: tgordon@billingtwp.ca

6.2 The District Municipality of Muskoka

Project: Fairyview Water Treatment Plant

Reference: Mike Currie – Director of Water Wastewater Services

Telephone: 705-645-6764

Email: michael.currie@muskoka.on.ca

3 The Corporation of the City of Temiskaming Shores

Project: City of Temiskaming Shores Emergency Water Distribution System Linking
Reference: Steve Burnette – Manager of Environmental Services
Telephone: 705-672-3363
Email: sburnett@temiskamingshores.ca

7. Methodology

7.1 Tasks

7.1.1 Project Management

Strong project management is required throughout the project's phases in parallel with the tasks described in the methodology. The major project management tasks to be carried out include:

- Effective and efficient communication with project team;
- Management of the inputs of the design team and specialists by the Team Leader;
- Regular liaison activities with the project team, led by the Team Leader and/or the EXP Project Manager;
- Provide weekly status updates to the Township as well as responding to any requests or concerns that the Township may have;
- Preparation of reports by the Team Leader assisted by other consulting staff; and
- Maintenance of detailed financial and accounting records of the project by the Project Manager.

7.1.2 Data Collection and Review

Data collection is the first step in progressing with this project. In the previous project, information on the WTP and Water Distribution System had been collected. Close co-ordination of the project team will be required to validate and update the data.

Within one week of project award, we will schedule a face-to-face meeting in Manitowaning to kick-start the project. The purpose of this meeting will be to:

- Introduce key members of our team to Township staff;
- Finalize the scope of work, including making any "tweaks" to our proposed approach;
- Establish the preferred method(s) of communication;
- Confirm target dates for key project milestones; and
- Exchange all relevant background information.

Our Project Manager will take minutes of the meeting, which will be circulated within three (3) days to ensure that everyone is on the same page at the outset of the project.

In conjunction with project kick-off, we will also take time to meet with the local water and wastewater system operators, whose day-to-day “hands-on” experience will be an invaluable input to this project. It has been our experience that these individuals usually offer great insight with respect to water plant issues and or lagoon issues.

Back in the office, our team will review all relevant background data provided by the Township for completeness and suitability for model development. As a minimum, it is assumed the following information will be made available:

- Flow usage records (pumping, treatment, metered, Lagoon);
- Overall Operation & Maintenance records;
- Drinking Water System annual reports for past five years;
- Lagoon Annual Reports for Past five years;
- As-built data of lagoons;
- Recent record information which may not be included in the latest Drinking Water System (DWS) report;
- System operational data including: reservoir levels, pump characteristics and booster pump information; and
- Physical dimensions of tanks and reservoirs.

Once we’ve had the opportunity to review the full extent of information available, we will immediately notify the Township of any missing data which we think would add value to the study. If necessary, we will discuss the best approaches for collecting this data. Based on our current understanding of available records, including as-built drawings, we are quite impressed with the quantity, quality and organization of data that appears to be available. This will assist the development of the water model and reduce the likelihood of manual data entry.

7.1.3 Review of Existing Lagoons

Prepare a desktop capacity study to determine the available capacity of the wastewater lagoon to treat current flows to ECA requirements, as well as to determine the capability of the facility to accommodate future flows.

In order to complete the study, it is anticipated that the following tasks will be required:

- Review and analysis of design documentation for the original design of the wastewater lagoon.
- Review and analysis of OCWA Annual Reports (past 5 years) for both the wastewater lagoon, and water treatment flows.
- Telephone interviews with OCWA operations staff.
- Review and analysis of MECP Inspection Reports on the wastewater lagoon (past 5 years).
- Review and analysis of any available reports/flow monitoring data on existing sewage collection system, as well as flow data from the existing sewage pumping stations.
- Calculation of theoretical sewage generation rates based on current and future populations (including the proposed development and occupation of vacant lots), as well as industrial/commercial facilities in the town.
- Comparison of theoretical vs. actual sewage flow rates to determine potential causes of excessive spring sewage flows, and comment on impacts of these flows on lagoon capacity.

The results of the tasks above will be compiled into a report and summarized with findings and recommendations including the following:

- Presentation of results of analysis for each task.
- Commentary on ability of wastewater lagoon to accommodate future development in current configuration, together with preliminary recommendations on modifications to the existing collection and/or treatment system to better accommodate future developments.

- Should the desktop study conclude that additional field work is required, it will be indicated in the report. It should be noted that additional field work is not necessarily required and will be determined during the desktop study.

7.1.4 Review Existing Water Consumption and Determine Future Needs

Evaluating present water consumption and determining the needs of the future requires an assessment of the current population as well as projections for future growth/development. In Ontario, an average population density of 3.5 persons per household is often used with cross-referencing of updated census population numbers. Examining historical data and province wide trends will help us to understand the changing water demands. Based on this, we will establish flow estimates on a per user basis, with some leakage contribution taken into account. The use of MECP standards for flow estimation will be used for this undertaking; as well as industry-recognized peaking factors. EXP has completed a water model for the Township from a previous project and will utilize this in-order to identify areas of concern with future growth and upgrade requirements.

The evaluation for the distribution system and the flow characteristics will be reviewed relative to historical data. Having historical flow data is key to identifying potential leakage and is also very relevant for identifying any institutional and industrial flows that have non-conventional variations. Using this information, a flow estimate will be made for current conditions and future development scenarios. This task will also be tied to peaking factors that will influence the evaluation of water storage and pumping requirements.

7.1.5 Evaluate and Establish Water Storage Requirements

The MECP *Design Guidelines for Drinking-Water Systems* set out the standards for Supply, Treatment, Storage, Distribution and Operation of Drinking Water Supply Systems. These Design Guidelines have a prescribed method for evaluating the required fire storage, peak balancing storage, and emergency storage for a water reservoir. The fire storage volume is not an AWWA (American Water Works Association) reference but rather an insurance-based calculation. Establishing a consistent calculation method for fire flow volumes is important because it is normally the largest volume of a water storage system's capacity. Understanding the minimum pressure that the distribution system can tolerate during normal operations is also key to establishing the hydraulic elevation minimums that the system can withstand prior to a fire flow.

Taking all the above into account, we will establish water system storage requirements for present conditions and for any future development. This will align our calculation results with the council's strategic plan and consensus among different departments within the Township.

7.1.6 Evaluate Water Treatment Plant Capacity

Prepare a desktop capacity study to determine the available capacity of the Water Treatment Plant to treat current flows to the Permit to Take Water (PTTW), Drinking Water Works Permit (DWWP), and Municipal Drinking Water Licence (MDWL) requirements, as well as to determine the capability of the facility to accommodate future flows.

In order to complete the study, it is anticipated that the following tasks will be required:

- Review and analysis of design documentation for the original design of the waterplant. This will include review of the treatment process and design capacity of the filters, pumps, and other treatment technology.
- Review and analysis of OCWA Annual Reports (past 5 years) water treatment flows.
- Telephone interviews with OCWA operations staff.
- Review and analysis of MECP Inspection Reports on the waterplant (past 5 years).
- Review and analysis of any available reports/flow monitoring data on existing distribution system.
- Using the existing model previously completed by EXP to compare theoretical future demand to actual demand using the annual reports.

7.1.7 Detailed Report

EXP will prepare a detailed report upon the completion of the assignment which will highlight all assumptions, design criteria, findings, results, recommendation, and conclusions.

7.1.8 Deliverables

The key deliverables for this project will include:

- Detailed Report including:
 - Review existing water consumption and determine future needs
 - Evaluation of water storage requirements
 - Evaluation of Water Treatment Plant Capacity for future upgrades
 - Evaluation of Lagoons capacity for future upgrades
 - Recommended options for improvement/upgrades
 - Construction cost estimate(s)

8. Cost Estimate

Fees

Project Management.....	\$2,250.00
Data Collection and Review (includes one site visit).....	\$2,700.00
Review of Existing Lagoons.....	\$7,500.00
Review Existing Consumption & Determine Future Needs.....	\$1,250.00
Evaluate Current and Establish Future Storage Requirement.....	\$1,250.00
Evaluate Existing Water Plant Capacity.....	\$5,250.00
Detailed Report	\$4,550.00
Total Fees (excluding HST)	\$24,750.00

9. Conflict of Interest Statement

If successful, EXP shall always work solely and exclusively in the interests of the Client until the project is successfully completed. At the current time, EXP does not have any potential conflict of interest that might compromise the performance of the work noted herein. Should such a conflict come to our attention, we will discuss it immediately with the Client.

10. Closure

We thank you for the opportunity to submit this proposal and look forward to working with you on this project. Should you have any further questions concerning the above, please do not hesitate to contact the undersigned directly.

Yours truly,

EXP Services Inc.



Bradley Legault, P.Eng., LEED GA.
Mechanical Engineering Coordinator

Legal Notification

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RECEIVED
MAY 23 2023

To the mayor and Council of Assignack

There are 2 things we'd like to bring to your attention. (1) We are concerned about the speed some motorists have when using the fossil hill by New England Road. Would it be possible to have a sign on each side of the hill to make motorists aware that horse and buggies use this road and to reduce the speed. There has been some near-call accidents because of speed, when passing horses transported.

(2) Could there be a spot picked out in Manitowish where we could tie a horse to when coming to town. We will also offer to put the hitching post up ourselves, if we get your consent.

These concerns are brought to you from the Amish families of the area.

Alton Hobbs

From: Jackie White
Sent: May 31, 2023 12:51 PM
To: Alton Hobbs
Subject: housekeeping marina

Alton,

Fishing and swimming off marina docks

Last year I was a firm no and had council support, but you did allow it at the end of the season.

We do allow it on the first two docks (fuel and our short term stay) docks if no one is currently moored there.. but we never allow it off the header or actually allow the public on the docks that are rented to seasonal boat holders. Keep in mind ESD.. electric shock drowning. And yes I know the place they want to go is the header.

I am just looking for some direction pls as to how the Twp wishes to handle it this year. If you need a proper memo to go to council then let me know.

Also, can I say on sm that there are no ramp fees at the River Road marina? And are we charging our local boat businesses - Ham's and Humphrey the \$50 ramp fee to test their boats?

Thank you,

Ps. Minutes 😊

Jackie White
Events Coordinator
Township of Assiginack



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Alton Hobbs

From: Renee Boucher <boucherr@businfo.ca>
Sent: May 29, 2023 9:14 AM
To: Alton Hobbs
Cc: Ron Cooper (assignroads@amtelecom.net); Brenda Reid; Danielle Underdown; Carl Brown Bus Lines; John Shamas
Subject: Re: Church Road Assiginack Township

Good Morning,

I am just touching base to see if any more details are required in this matter? Although I understand that it may not be possible to do the necessary work on the road before the end of this school year, we are currently working on the next year's school bus routes, and I would like to be able to provide these parents with an update on their school bus location.

If you could let me know if any road work will be completed by September, 2023 that would be greatly appreciated.

Regards,
Renee

Renee Boucher
Executive Director/Directrice générale
Sudbury Student Services Consortium
199 Travers Street, ON P3C 3K2

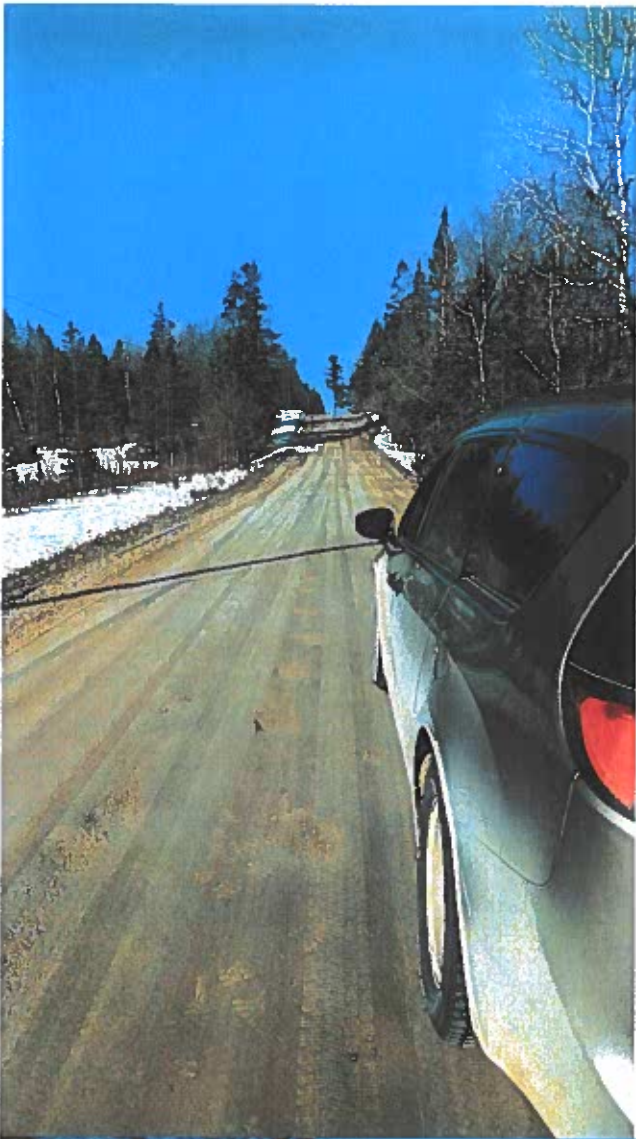
On Thu, Apr 20, 2023 at 4:02 PM Renee Boucher <boucherr@businfo.ca> wrote:
Good afternoon Alton,

Thank you very much for reaching out to me with regards to Church Avenue. I have included pictures of the hill and tried to provide you with a sense of the width of the travel portion of the road. We measured the distance from one end of the road to the next (without taking into consideration the soft side of the road) and measured 4.8 meters, which is not sufficient for a school bus vehicle to meet another vehicle, such as a snow plow or any type of vehicle. You will also notice one picture where the side of the road is visible, you will notice that it is quite soft, preventing school bus vehicles from traveling on that portion of road. According to the local school bus operator, there has been an incident on this road years ago between two 5-ton dump trucks - single axle, where one truck had to pull over to the side in order to avoid a collision with the other truck, and when taking the side of the road, the truck sunk into the shoulder as there was not sufficient room.

Please let me know if you require any additional information.

Regards,
Renee







Renee Boucher
Executive Director/Directrice générale
Sudbury Student Services Consortium
199 Travers Street, ON P3C 3K2

On Wed, Apr 19, 2023 at 9:52 AM Alton Hobbs <ahobbs@assiginack.ca> wrote:

Good Morning:

This week you sent a letter to our Mayor, Brenda Reid regarding a substandard section of Church Road and the school bus contractor's concerns regarding a specific hill. Could your office provide us with a somewhat more specific location of the 'hill' so that our officials can examine it and make a report to our Council?

Thank you.

CORPORATION OF THE TOWNSHIP OF ASSIGINACK

BY-LAW 02 - 05

BEING A BY-LAW for the Licensing and Requiring the Registration of Dogs and for the Control and keeping of Dogs within the Municipality of the Township of Assiginack.

WHEREAS Section 210 of the Municipal Act RSO 1990, as amended provides that by-laws may be passed by the councils of local municipalities for licensing, keeping and prohibiting or regulating the running at large of dogs within the Municipality;

AND WHEREAS Council deems it desirable to licence and regulate dogs within the Municipality;

NOW THEREFORE the Council of the Corporation of the Township of Assiginack enacts as follows:

1. Short Title: The short title of the By-law is "Animal Control By-law".
2. Enforcement of By-law: The By-law shall be enforced by the "Animal Control Officer".
3. (1) "Animal Control Officer" includes the person or Association who has entered into a contract with the Municipality to control dogs and to operate a dog pound and any servants of such person or association and all servants thereof are hereby appointed Municipal Law Enforcement Officers pursuant to Section 15, Subsection 1 and 2 of the Police Services Act, 1990, Chapter 10, and pursuant to Bill 74 the Provincial Offences Act, who shall be Peace Officers for the purpose of enforcing the animal control and dog licensing by-law and related legal process serving.
 - (2) "Dog" means a male or female dog.
 - (3) "License Issuer" means the Clerk of the Municipality;
 - (4) "License Agent" means the person or Association who has entered into a contract as per Schedule "A".
 - (5) "Owner" of a dog includes a person who possesses or harbours a dog and "owns" and "owner" have corresponding meaning, and where the owner is a minor, the person responsible for the custody of the minor.
 - (6) "Pure-bred" means
 - (i) Registered or eligible for registration with an association incorporated under the Animal Pedigree Act (Canada) or,
 - (ii) Registered or eligible for registration in the register of the Canadian Kennel Club, Incorporated.
 - (7) "Treasurer" means the Treasurer of the Municipality.
 - (8) "Leash" means a chain, rope or other restraining device of not more than 2 metres.
 - (9) "Kennel" means the ownership of three or more dogs

Part 1 - LICENSING

4. No person in the Municipality shall own, harbour or possess a dog unless or until they have procured a license so to do as herein provided and every owner of a dog shall be subject to the provisions of this by-law.
5. The contractor as per Schedule "A" is hereby appointed Licence Agent and authorized to issue licenses under this by-law, and every such license shall be issued for and on behalf of the Municipality and on behalf of the License Issuer by the License Agent.
6. A license shall be procured and renewed pursuant to this by-law by applying to the Municipality for said license or renewed license as the case may be and by paying the fee to the Municipality.
7. Any license procured, issued or renewed pursuant to this by-law shall be in the form of a dog tag.
8.
 - (1) Every dog tag must bear a serial number, year of issue and the name of the License Issuer.
 - (2) A record shall be kept the by Licence Agent showing the name and address of the owner and the serial number of the tag
9.
 - (1) The owner shall keep the dog tag securely fixed to the dog at all times until the tag is renewed or replaced, but the tag may be removed while the dog is within the premises of the owner. Failure to do so constitutes a breach of this by-law.
 - (2) No owner of a dog shall use a tag on a dog other than that for which it was issued unless it has been transferred as provided for in subsection (2) of Section
10.
 - (1) In the event the tag issued for a dog is lost, the owner may obtain a second tag upon the payment of a fee.
 - (2) If there is a change of ownership of a dog during the license year, the license holder shall notify the License Agent immediately of the change of ownership and the new owner must pay a license transfer fee for this service. Failure to do so constitutes a breach of this by-law.
 - (3) Where a certificate is produced from the Canadian National institute f or the Blind or a certificate from a recognized dog guide training school stating that a dog is being used as a guide for a blind person, no fee shall be charged for a license and a tag under this by-law.
 - (4) Where a certificate is produced from Hearing Ear Dogs of Canada stating that a dog is being used for the assistance of a deaf person, no fee shall be charged for a license or tag under this by-law.
11.
 - (1) Every license issued pursuant to this by-law shall expire on the 31st day of December of the year in respect of which it was issued.
 - (2) Every license shall be renewed yearly on or before 15th day of February.
12. The license fees to be paid to the License Issuer at the time of the issuing of the License shall be as specified in Schedule "A", which Schedule is hereby incorporated as part of this by-law.

Part 2 - KENNELS

- 13 (1) Notwithstanding the provisions of Section 11 and 12 above, no person in the municipality shall own, harbour or possess a kennel of dogs that are pure-bred until they have paid an annual license fee of twenty five (\$25 00) dollars to the Treasurer as a license fee for the kennel and they are not liable to pay in respect of such pure-bred dogs any license fee under this by-law.
- (2) Owners and operators of kennels shall comply with the following regulations:
- a) The license shall expire on the 31st day of December.
 - b) Every license shall be renewed yearly between the 1st day of January and the 15th day of February of the next year, inclusive.
 - c) A kennel shall be permitted only in premises zoned for the purpose of the boarding and breeding of dogs.
 - d) The floors of each room in which dogs are kept shall be:
 - i) constructed of an impermeable material and,
 - ii) flushed with water and deodorized with a suitable disinfectant daily or more often if necessary and that the animals should be removed when this is being done and,
 - iii) if such room is physically attached to a building used for human habitation, graded to an adequate drain which shall be connected to a municipal sewage system or sewage disposal system.
 - e) Each room that is used for the housing of dogs shall be equipped with a lighting system that is so designed, constructed and maintained that:
 - i) it distributes light as evenly and with as little glare as possible,
 - ii) it provides adequate light for the proper observation of every animal in the room, and
 - iii) it is adequately lighted for a continuous period of at least eight hours in every twenty four hour period
 - f) Each room that is used for the housing of dogs shall provide ventilation for the health, welfare and comfort of every dog by either:
 - i) having an opening or openings for natural ventilation with a minimum aggregate unobstructed free flow area of one percent (1%) of the floor area of the room, or
 - ii) having a mechanical ventilation device in working order which changes the air at least two times each hour.
 - g) each room that is used for the housing of dogs shall at all times, be maintained at a minimum temperature of nine (9) degrees celsius for the health, welfare and comfort of every dog therein.

- h) Each cage or pen used for the housing of dogs shall be so constructed and maintained that:
 - i) every dog in the cage or pen may comfortably extend its legs to their full extent, stand, sit, turn around and lie down in a fully extended position;
 - ii) it is not likely to harm any dog therein;
 - iii) any dog therein cannot readily escape there from and
 - iv) it may be readily cleaned;
- i) Each doorway, window and outside openings shall be screened during the period of May 1st to October 1st of each year.
- j) The yards and runways shall be:
 - i) fenced, and
 - ii) if within thirty (30) metres of an occupied building
 - (i) paved with concrete, asphalt or other impermeable material,
 - (ii) graded to an adequate drain or gutter, and
 - (iii) cleaned at least once daily when in use.
- k) Each area in which dogs are kept shall, at all times be maintained in a clean and sanitary condition.
- l) Excreta, dead animals and other waste resulting from the keeping of dogs shall be removed daily from the premises.
- m) The Medical Officer of Health for the District of Manitoulin shall enter any building and order the removal of any matter or thing which is dangerous or injurious to the public health including any or all the above mentioned dogs, whenever it appears to the Medical Officer of Health that it is necessary for the preservation of the public health or for the abatement of anything dangerous or injurious to the public health

Part 3 - RUNNING AT LARGE

- 14. (1) No person shall suffer, allow or permit any dog of which they are the owner to run at large within the limits of the Municipality.
- (2) For the purpose of this by-law, a dog shall be deemed to be running at large when found in any place other than the property of the owner of the dog, and not under the control of any person.
- (3) For the purpose of this by-law, a dog shall be deemed not to be under the control of any person when the dog is not on a leash of a maximum length of two (2) metres held by a person or is not on a leash which is securely affixed to some permanent structure from which the dog cannot escape.
- (4) No person shall suffer, allow or permit a dog under their control or of which they are the registered owner to trespass on private property whether on a leash or not unless permission for said trespass is first obtained from the property owner.

15. Every person who is the owner of a dog at a time when the dog fouls property other than that of the owner, shall forthwith remove or cause the removal of the excrement from such property. Failure to do so constitutes a breach of this by-law.
16. (1) Subject to subsection (5) of this section a Peace Officer or Animal Control Officer may:
- a) Seize and impound any dog found running at large, and
 - b) restore possession of the dog to the owner thereof where:
 - the owner claims possession of the dog within three (3) days (exclusive of the day of its impounding and of statutory holidays) after the date of seizure, and
 - the owner pays to the Peace Officer or Animal Control Officer a pound fee for a dog seized and a maintenance fee for each day subsequent to the day of seizure that the dog remains impounded
- (2) Where a dog is seized and impounded under subsection (1) of this section, the owner if known and whether the dog is claimed from the pound or not, shall be liable for the pound and maintenance fees prescribed and shall pay all fees on demand by the Animal Control Officer or License Agent, which fees may be recoverable under the Provincial Offences Act.
- (3) Where at the end of three (3) days mentioned in subsection (1) (b) of this section the dog has not been restored to the owner, the Animal Control Officer may sell the dog for such price as they deem reasonable
- (4) Where the owner of a dog, has not claimed the dog within three (3) days after its seizure under subsection (1) above, and where the dog has not been sold the Animal control Officer may kill the dog in a humane manner or otherwise dispose of the dog as they see fit in accordance with the provisions of the Province of Ontario Animals for Research Act as it related to pounds and no damages or compensation shall be recovered by the dog owner on account of its killing or other disposition.
- (5) Where a dog seized under subsection (1) of this section is injured or should be destroyed without delay for humane reasons or for reasons of safety to persons or animals, the Peace Officer or Animal Control Officer may kill the dog in a humane manner as soon after seizure as they think fit without permitting any person to reclaim the dog or without offering it for sale and no damages or compensation shall be recovered by the owner on account of its killing
17. Dogs shall be accepted by the contractor as per Schedule "A"
18. Fees for the services outlined in Part 3 are as specified in Schedule "A", which schedule is hereby incorporated as part of this by-law.

Part 4 - KEEPING OF DOGS

19. Every person who owns a dog in the Township of Assiginack shall provide such dog or cause it to be provided with such food, potable water, exercise and attention as may be required from time to time to keep it in good health.
20. If a dog is customarily kept out of doors, the person who owns such dog shall, at all times, provide for its use a structurally sound, weather-proof enclosure with off the ground flooring.
21. No person shall in the Township of Assiginack keep a dog tethered on a chain, rope or similar restraining device of less than 2.4 metres in length.

22. If any part, section, subsection, clause or paragraph of this by-law is, for any reasons, held invalid, such portion shall be deemed separate, distinct and independent and such holding shall not affect the validity of this by-law as a whole or any part thereof, other than the provisions so declared to be invalid.
23. Every person who contravenes any of the provisions of this by-law is guilty of an offence.
24. All former relative by-laws are hereby rescinded.
25. The terms and conditions of employment as contained in Schedule "A" attached hereto be accepted.
26. This by-law shall come into force and effect on the 23rd day of January 2002.

Read a First, Second and Third time
and Finally Passed this
23 day of January, 2002



L. Fields, Deputy Reeve



A. Robinson, Deputy Clerk Treasurer

SCHEDULE "A"

Fees

Dog License Fee	\$15 00
Renewals of Dog License after March 31 st	\$25 00
Senior Citizens over 65 years of age	\$10 00
Renewals for Seniors after March 31 st	\$20 00
Seeing eye dog	No charge
Hearing eye dog	No charge
Replacement tag	\$7 00
Dog Redemption Impound	\$20 00
Per Diem Animal Care Fee	\$10 00
Animal Surrender Fee	\$20 00

Fines

Failure to procure a license - Section 4	\$35 00
Failure to affix the dog license - Section 9(1)	\$35 00
Misuse of a dog license - Section 9(2)	\$35 00
Failure to notify change of ownership - Section 10(2)	\$35 00
Failure to register a kennel - Section 13(1)	\$35 00
Permit dog to run at large - Section 14	\$35 00
Fail to clean up and dispose of dog excrement - Section 15	\$35 00
Fail to keep dog in good health - Section 19	\$35 00
Fail to provide outside enclosure - Section 20	\$35 00
Keep dog on improper chain or rope - Section 21	\$35 00

Contract

This contract enacts the Wikwemikong Animal Control Unit to provide animal control coverage as requested by the municipality and abiding by Assiginack Municipal Council By-law 02-05.

Contract Fee

Contract Fee of \$3,500.00 set for a period of one year. The contract fee to be paid to the provider upon acceptance by the recipient.

Responsibilities

The Wikwemikong Animal Control Program will respond to calls only in the Township of Assiginack as requested by Town Officials and Assiginack residents concerning nuisance dogs, including barking dogs, dogs running at large, dogs posing a threat to livestock or where by-law 02-05 is not being adhered to.

Office Hours

Office hours for Animal Control are between 8 00 A.M. and 4 00 P.M. Monday to Friday. Availability will be made during weekends and evenings for emergency situations. Periodic patrolling during weekdays and off-hours will be carried out to ensure proper adherence to By-law 02-05.

Impounded Animals

Animals captured will be kept for a period of 3 days as per section 16(1)(b) of By-law 02-05 in the Animal Control pound located at 169 Monument Hill Road. Contact will be made between the Animal Control Unit and the owner of each impounded dog if a dog tag is present and the dog owner can be identified. All animals not claimed in the specified time period will be either farmed out to other homes or be destroyed utilizing humane practices as set out in the Animals for Research Act R.S.O. 1990 Chapter A-22.

Revenues

A fee of \$15.00 per day or part thereof shall be charged

Fees for the redemption, care and surrender of captured animals, as per Schedule "A", will be revenue for the provider of service, the Wikwemikong Animal Control Program

All fines as per Schedule "A" shall also be revenue for the provider of service, the Wikwemikong Animal Control Program

Dog Tags

Annual dog tags will be supplied by the Municipality of Assiginack. The Municipality will keep a log/record of every tag sold and this information will be provided to Wikwemikong on an "as needed" basis. The log will identify the dog and address and telephone number of the owner. All revenues from the sale of tags will remain with the municipality.

Termination

This contract may be terminated by either party upon providing no less than sixty (60) days written notice to the other party. Any such notice shall be addressed as follows:

To the service provider at:

Wikwemikong Health Centre
16 Complex Drive, P.O. Box 101
Wikwemikong ON P0P 2J0

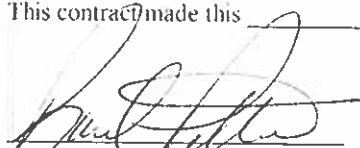
Attention: Environmental Health Coordinator

To the Service Recipient at:

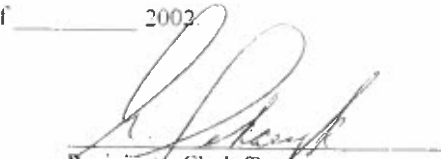
Township of Assiginack
Box 238
Manitowaning ON P0P 1N0

Attention: Clerk Treasurer

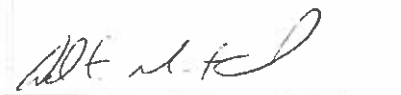
This contract made this _____ day of _____ 2002.



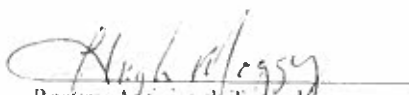
Provider: Health Director



Recipient: Clerk-Treasurer



Chief:
Wikwemikong Unceded Indian Reserve



Reeve: Assiginack Township

2023 Budget Presentation to Council

Arena and Fairgrounds

Going through the budget process for the arena and fairgrounds, it is noted that all of these requests fall under recreation, and Council has many pressing and important concerns with this budget.

While the above statement does take precedent over recreation, it is to be noted that in the strategic plan, it does state:

- Provide family oriented activities to the community.
- Quality of Life for All

The ratepayers of Assiginack enjoy the arena and fairgrounds and use all aspects of them throughout the year. We are fortunate to have such lovely accommodations that can house so many unique and varied sports and events. Council is to be applauded for supporting all the activities that the municipality is able to host at these facilities.

The report below shows the facility usage in hours for the past four years. Unfortunately Covid has skewed a couple years.

Arena Facility Usage in Hours

		*covid	*closed	*closed	
			Jan-Feb 15	Jan-3 wks	
	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
					to March 22nd
Dry Pad	43		14	105	
Ice Pad	251	300	334	568.5	334
Atrium	64	84.5	394.5	738	124.5
Activity Room		<u>26.5</u>	43.25	59	33.5
Ball Field	53	-	24	161	
Pavilion	<u>8</u>	-	0	143	
Soccer Field	-	-	0	12	
Tennis Courts			<u>3</u>	<u>46</u>	
TOTAL Hours	419	411	812.75	1832.5	492

Hourly Rate for Ice Pad

In 2019 the rate was \$91/hour for ice pad usage. When Covid hit the rate was reduced to \$40/hour. That rate was maintained in 2022 as a test to see what would happen.

Please keep in mind that once the ice plant is turned on, regardless if the ice is rented, the municipality is paying hydro etc. It is costing on average \$20,000-\$25,000 per year in hydro, and heat/water/propane is \$10,000-15,000 per year. Having said that, the municipality does need to look to the future to put aside money for replacement equipment or emergency situations.

Note that when the Township charged the higher rate of \$91/hr, the private ice rentals were exceptionally low. The only consistent users were minor hockey and men's hockey. But when we reduced the rate to \$40/hr, our private rentals increased substantially.

99% of all the rentals had youth on the ice. Youth that were not on screens, but rather getting physical and mental fun activity. There is no price tag on that.

I would respectfully ask that Council raise the rate to \$45/hour for 2023 and give staff one more year to see if we can further increase ice rentals to justify keeping that rate.

Capital Requests

The ice plant is in need of a new electrical panel, as it is now a safety issue. The cost is \$40,000 and will come out of the PEC reserves.

There is also a request for money to be set aside each year in order to purchase a new chiller that has a 25 year lifespan ending in 2030 with a cost of approximately \$120,000. The request is \$20,000 each year for the next seven years out of the capital budget.

As well we will need a new brine pump in the next five years with a cost of \$20,000. With a request of setting aside \$5,000 out of the capital budget for the next four years.

Also in the capital budget is a request of \$60,000 to bring back the engineer to give us a final report on how to make the upstairs usable. We have a draft summary showing that it can be done by having an outside and inside staircase. The goal is to get that section of the arena opened up and used. A very rough estimate to get the staircases built is \$80,000. This amount would get pulled out of PEC reserves. We have some money to redo the walls with appropriate drywall, and the ICIP grant has money set aside for fitness equipment. There would be no cost to the capital budget, using the remainder of PEC reserve.

EAF Grant is an accessibility grant of \$68,000 to be used July 2023 for the back end. This money kept getting deferred due to Covid and in hopes that the upstairs would be planned and both could be done together.

ICIP Grant

Build a canteen/storage shed at ball diamond.

Fill in ditch between soccer field and ball diamond

Level soccer field

Respectfully submitted,

Jackie White

Arena Manager