

**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, September 5, 2023, at 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.) Tender Results- Provision of Gravel for Red Lodge Road

**7. INFORMATION ITEMS**

**8. BY-LAWS**

- a.) By-law 2023-15: Road Maintenance Agreement for Red Lodge Road

**9. CLOSED SESSION**

**10. ADJOURNMENT**




# The Corporation of The Township of Assiginack

Worksheet TYPE: **RFT**

<b>JOB NAME:</b> 2023-13 Provision of Gravel for Red Lodge Road	
<b>DATES</b> To be issued: August 16, 2023 Social Media and Website: August 16, 2023 to Closing Date	
<b>WALK THROUGH REQUIRED ON:</b>	Not applicable
<b>PROPOSAL QUESTIONS REQUIRED BY:</b>	Not applicable
<b>PROPOSAL SUBMISSION DEADLINE:</b>	September 1, 2023 at 12:00pm (NOON)
<b>PROJECT COMPLETION DEADLINE:</b>	October 13, 2023

## 1. Information & Requirements

a. Company Name	E. Corbiere & Sons Contracting	Don Eadie Construction	Mike Varey & Son Excavating
b. Sealed & Labelled Env	Yes	Yes	Yes
c. All Boxes ticked	Yes	Yes	Yes
d. Statement A – Experience	Yes	Yes	Yes
e. Statement C - Suppliers	E. Corbiere & Sons	Not identified	Varey Burnett Pit Varey Fisher Wavy Pit
f. Date & Time Comply	September 1, 2023 at 11:46am	September 1, 2023 at 11:06am	September 1, 2023 at 9:50am
g. 4" Minus Pit Run supplied, hauled, and spread. (3,500 m <sup>3</sup> )	\$ 68,250.00	\$ 63,875.00	\$ 58,485.00
h. Granular "M" supplied, hauled, and spread. (1,750 m <sup>3</sup> )	\$ 39,375.00	\$ 37,187.50	\$ 41,002.50
i. Net Tender	\$ 107,625.00	\$ 101,062.50	\$ 99,487.50
j. HST	\$ 13,991.25	\$ 13,138.13	\$ 12,933.38
k. Total Tender	\$ 121,616.25	\$ 114,200.63	\$ 112,420.87

Tender Opening: September 1, 2023 @ 12:55pm by :  (Signatures above) Date Stamp

**CORPORATION OF THE TOWNSHIP OF ASSIGINACK**

**BY-LAW # 2023-15**

**Being a By-Law to establish and execute an agreement between adjoining municipalities as to the maintenance and repair of Red Lodge Road.**

**WHEREAS** under the authority of Sections 28 and 29 of the Municipal Act, S.O. 2001, Chapter 25 as amended, for the maintenance and repair of a highway forming a boundary between the said municipalities and that portion of highway used in lieu of the boundary and including the bridges thereon, that is their duty to maintain and repair.

**AND WHEREAS** Red Lodge Road, being a boundary road between the Township of Assiginack and the Town of Northeastern Manitoulin and the Islands exists, as set out in "Schedule A";

**AND WHEREAS** pursuant to the said section, the Corporations of the Township of Assiginack and the Town of Northeastern Manitoulin and the Islands respectively deem it necessary to enter into such agreement for the maintenance and repair of Red Lodge Road;

**NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK HEREBY ENACTS AS FOLLOWS:**

1. That this agreement pertains to Red Lodge Road, as identified in the map provided in "Schedule A".
2. That both the Township of Assiginack and the Town of Northeastern Manitoulin and the Islands agree to provide routine maintenance and repair to Red Lodge Road on a year-round, rotating basis for three (3) years, with automatic renewal, until such time that this agreement is terminated in writing by either party.
3. That the terms of this agreement, which are attached in Schedule "B," shall form part of this by-law.
4. That a copy of this said agreement and a copy of the by-law shall be provided to the Town of Northeastern Manitoulin and the Islands.
5. This agreement will be reviewed on an annual basis by Council.

**ADDENDUM:**

Schedules "A" and "B" attached hereto shall form part of this By-Law.

**EFFECTIVE DATE:**

This By-law shall come into effect on the \_\_\_\_ day of \_\_\_\_\_.

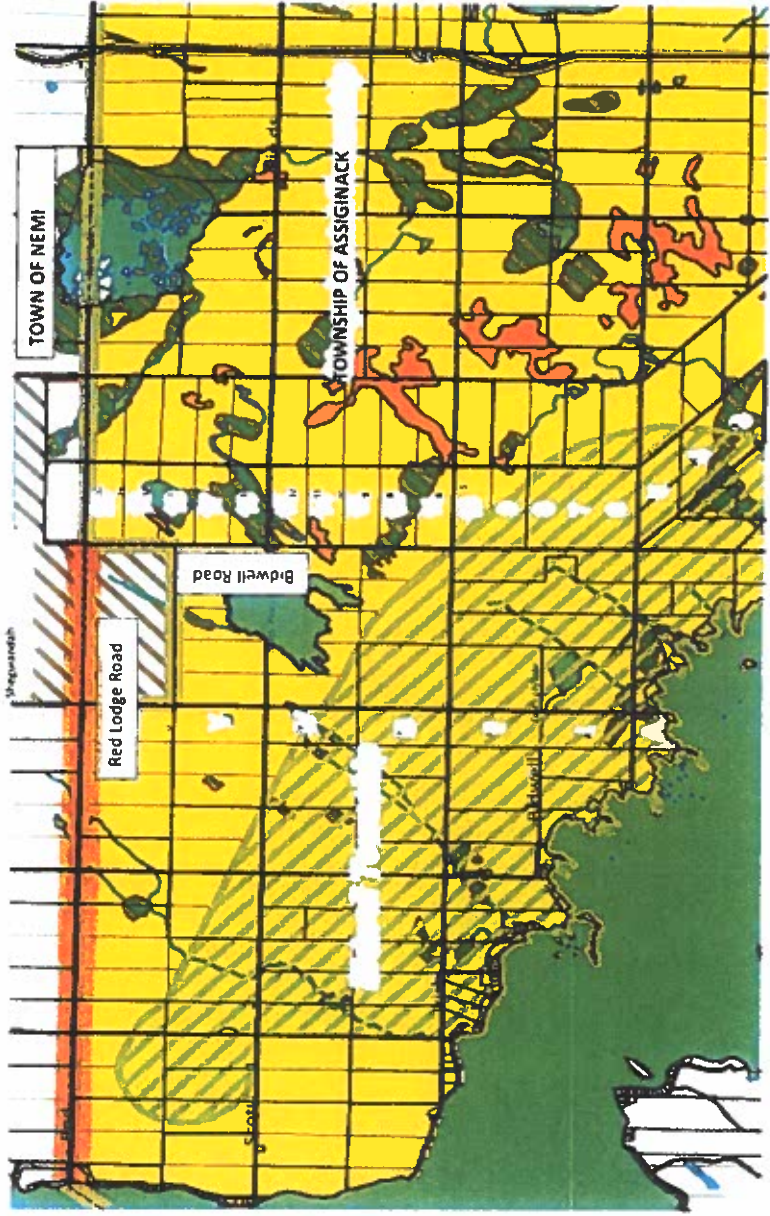
**AS READ a FIRST and SECOND time, this \_\_\_\_ day of \_\_\_\_\_.**

**AND AS READ a THIRD and FINAL time and considered passed, in open Council, this \_\_\_\_ day of \_\_\_\_\_.**

\_\_\_\_\_  
Brenda Reid, MAYOR

\_\_\_\_\_  
Heidi Ferguson, CLERK

**SCHEDULE A: MAP OF RED LODGE ROAD**



**SCHEDULE B: AGREEMENT BETWEEN ADJOINING MUNICIPALITIES**

**MUNICIPAL ROAD MAINTENANCE**

**THIS AGREEMENT**, made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Between:

**THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK**

Hereinafter referred to as "Assiginack."

**And**

**THE CORPORATION OF THE TOWN OF NORTHEASTERN MANITOULIN AND THE ISLANDS**

Hereinafter referred to as "NEMI."

**WHEREAS** under the authority of Sections 28 and 29 of the Municipal Act, S.O. 2001, Chapter 25 as amended, for the maintenance and repair of a highway forming a boundary between the said municipalities and that portion of highway used in lieu of the boundary and including the bridges thereon, that is their duty to maintain and repair.

**AND THAT** Assiginack and NEMI have a verbal agreement in place for the maintenance and repair of Red Lodge Road, which forms the boundary between our two municipalities; both municipalities deem it expedient and necessary to enter into a written agreement for the maintenance of Red Lodge Road which will include:

1. **THAT** both Assiginack and NEMI agree to undertake, to maintain and keep in good repair, to indemnify and save harmless the other from any loss or damage arising from the want of repair, Red Lodge Road on a year-round basis from January 1<sup>st</sup> to December 31<sup>st</sup>, with each municipality rotating these maintenance responsibilities on a yearly basis taking effect in 2024.
2. **THAT** the following yearly maintenance schedule will be followed:  
2024- Assiginack  
2025- NEMI  
2026- Assiginack
3. **THAT** for all capital projects relating to Red Lodge Road, both municipalities agree to discuss the completion of these capital projects jointly, and as approved, these capital costs will be shared equally amongst both municipalities.
4. **THAT** the Public Works Superintendent of Assiginack and Manager of Public Works of NEMI shall confer with each other to keep Red Lodge Road in a state of good maintenance and repair and shall report on the condition of this roadway, to their respective Council's, as required.
5. **THAT** both municipalities will review this agreement and its' contents on an annual basis.
6. **THAT** the attached '*Schedule A*' includes a map of Red Lodge Road.
7. **THAT** this agreement shall remain in effect for a period of (3) three years, with automatic renewal, until such time that this agreement is terminated in writing by either party.

In witness whereof, the parties have here unto affixed their corporate seals under the hands of their duly authorized officers, on behalf of the day and year written above.

On behalf of the Corporation of the Township of Assiginack:

\_\_\_\_\_  
Brenda Reid, MAYOR

\_\_\_\_\_  
Heidi Ferguson, CLERK

On behalf of the Corporation of the Town of Northeastern Manitoulin and the Islands

\_\_\_\_\_  
Alan MacNevin, MAYOR

\_\_\_\_\_  
David Williamson, CAO