

MUNICIPALITY



OF ASSIGINACK

PO. Box 238, Manitowaning, ON., P0P 1N0
(705) 859-3196 or 1-800-540-0179
www.assiginack.ca

SPECIAL MEETING OF COUNCIL
Tuesday, November 7th, 2023 at 7:00 p.m.

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**
- 7. INFORMATION ITEMS**
- 8. BY-LAWS**
 - a.) By-law #2023-20: MHBC Planning Agreement
 - b.) By-law #2023-21: K. Smart Drainage Engineering Services
- 9. CLOSED SESSION**
- 10. ADJOURNMENT**

THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK

BY-LAW # 2023-20

BEING A BY-LAW of the Corporation of the Township of Assiginack to enter into an agreement with MacNaughton Hermsen Britton Clarkson Planning Limited (MHBC) to provide Consulting/Professional Services for our Draft Comprehensive Zoning By-law.

WHEREAS the necessary authority is found in Sections 8 of the Municipal Act, 2001, S.O. 2001, c. 25 as amended;

AND WHEREAS, Section 5(3) of the Municipal Act, S.O., 2001, c.25, as amended provides that a municipal power shall be exercised by by-law;

AND WHEREAS the Council of the Corporation of the Township of Assiginack deems it beneficial to the community to enter into this agreement.

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

- 1.) **THAT** we enter into an Agreement with MacNaughton Hermsen Britton Clarkson Planning Limited (MHBC), as per the attached proposal, which will form part of this by-law.

THAT this by-law shall come into effect on the ____ day of _____, 2023.

AS READ a **FIRST** and **SECOND TIME** this ____ day of _____, 2023.

AND AS READ a **THIRD** and **FINAL TIME** and considered passed, in open Council, this ____ day of _____, 2023.

Brenda Reid, MAYOR

Heidi Ferguson, CLERK

TOWNSHIP OF ASSIGINACK

Agreement for Consulting / Professional Services

This Agreement is dated the ____st day of _____, 2023

- between -

The Corporation of the Township of Assiginack

(the "Municipality ")

- and -

MacNaughton Hermsen Britton Clarkson Planning Limited

(the "Consultant / Company")

Whereas the Municipality has requested the Consultant / Company to furnish Services set out in Article 1 hereof in connection with the Planning Services;

Now therefore the Municipality and the Consultant / Company agree as follows:

Article 1. General conditions

1.1 Services – Commencement and completion of work

The Municipality retains the services of the Consultant / Company in connection with the providing Planning Services and the Consultant / Company agree to provide the services described herein under the general direction and control of the Municipality.

The services to be provided by the Consultant shall be provided in accordance with the proposal submitted by the Consultant.

1.2 Intellectual property

The Municipality shall own, solely and exclusively, the copyright and all copyright rights to any written or otherwise copyrightable material deliverable under this Agreement. The Consultant / Company warrants that all creators of copyrightable material delivered under this Agreement to the Municipality are, at the time of the material's creation, bona fide employees or subcontractors of the Consultant / Company, and that such creation is within the course and scope of the creator's employment.

1.3 Suspension

The Municipality may at any time by notice in writing to the Consultant / Company suspend the Services or any portion thereof at any stage of the undertaking. Upon receipt of such written notice, the Consultant / Company shall perform no further Services other than those reasonably necessary to close out the Services. In such an event, the Consultant / Company shall be entitled to payment in accordance with the Agreement for any of the Consultant / Company's staff employed directly thereon together with such expenses and disbursements allowed or other negotiated settlement. The Municipality shall not be liable to the Consultant / Company for loss of anticipated profit, interest lost or any other damages or loss occasioned to the Consultant / Company on the suspended portion or portions of the Services.

Any suspension of the Agreement by the Municipality, as aforesaid, shall be without prejudice to any other rights or remedies the Municipality may have.

1.4 Municipality Termination

The Municipality may at any time by providing notice in writing to the Consultant / Company terminate for breach of contract the Services or any portion thereof at any stage of the undertaking. In the event of a termination for breach, the Consultant / Company shall not be entitled to any further payment under this Agreement.

Upon receipt of such notice as set out above, the Consultant / Company shall perform no further Services other than those reasonably necessary to close out the Services. The Municipality shall not be liable to the Consultant / Company for loss of anticipated profit, interest lost or any other damages or loss occasioned to the Consultant / Company on the terminated portion or portions of the Services.

1.5 Insurance

The Consultant / Company shall continuously maintain throughout the term of the Contract and pay for the following insurance coverage:

- Commercial General Liability insurance including personal injury, broad form contractual liability, owners and contractors protective, completed operations, and non-owned automotive liability in an amount of not less than **five million dollars (\$5,000,000.00)** applying to all contracts for claims arising out of one occurrence, and,
- Automobile Liability Insurance in respect to licensed vehicles owned and / or leased, with limits of not less than **two million dollars (\$2,000,000.00)** inclusive per occurrence for bodily injury, death and damage to property.
- Professional Liability (Errors and Omissions) in an amount of not less than **two million dollars (\$2,000,000.00)** per claim with an aggregate limit of **four million dollars (\$4,000,000.00)**.

The Consultant / Company shall provide an updated Certificate of Insurance on the Municipality's standard form, or on a form acceptable to the Township of Assiginack, by no later than thirty (30) days prior to the expiry date of any required coverage.

Notwithstanding this provision, where any required insurance coverage is due to expire within thirty (30) days, the Consultant / Company shall submit an updated Certificate of Insurance upon ten (10) business days of written notice by the Region.

1.6 Workplace Safety and Insurance Board

All Companies that employ workers, including a Company's personnel and owners must be covered by an insurance plan under the Workplace Safety and Insurance Act, 1997.

1.7 Severability

If any provision of the Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

1.8 Payment

Unless otherwise agreed to in writing by the Consultant / Company and the Municipality, the Consultant / Company shall submit an invoice to the Municipality for all Services completed in the immediately preceding month. Under no condition shall the Municipality be liable for the payment of any interest charges associated with the Services. Upon approval by the Municipality of a submitted invoice, payment will be made within 30 days.

Payments made hereunder, including final payment, shall not relieve the Consultant / Company from its obligations and liabilities under the Agreement.

Acceptance by the Consultant / Company of the final payment shall constitute a waiver of claims by the Consultant / Company against the Municipality, except those previously made in writing in accordance with this Agreement and still unsettled.

The Consultant / Company is solely responsible for remitting payments for Employment Insurance, Canada Pension, Ontario Health, and Harmonized Sales Tax, H.S.T. etc., to the appropriate offices.

The Consultant / Company agrees to maintain detailed and accurate records of time spent and services rendered and to submit such records to the Municipality on a monthly basis, with a copy to the Municipality's project manager.

The proposed work plan is attached hereto as Figure 1.

The proposed budget for the project is attached hereto as Figure 2. Please note that two versions of the budget have been provided.

In witness whereof the Consultant / Company and the Municipality have executed this Agreement.

Consultant / Company

Per: _____

Title: _____

Date: _____

The Municipality of Assiginack

Per: _____

Title: _____

Date: _____

Figure 2 - REVISED DRAFT Project Budget Scoped Mapping Township of Assignack - Zoning By-law



#	Task	JR Days	LB Days	PL Days	MM Days	Total Days	JR Fees	LB Fees	PL Fees	MM Fees	Total by Task
Phase 1 - Background Review											
1	Start-up Meeting with Township Staff	0.25	0.25	0	0	0.5	\$ 487.50	\$ 421.88	\$ -	\$ -	\$ 909.38
2	Communication & Engagement Plan	0	0.25	0	0	0.25	\$ -	\$ 421.88	\$ -	\$ -	\$ 421.88
3	Review & Identify Issues	0	0.25	0.25	0	0.5	\$ 487.50	\$ 421.88	\$ 215.63	\$ -	\$ 1,125.00
4	Virtual Meeting to Provide Introduction to the Zoning By-law Review	0.25	0.25	0.25	0	0.75	\$ -	\$ 843.75	\$ 646.88	\$ -	\$ 1,490.63
5	Preparation of Official Plan & Provincial Policies Implementation Table	0	0.5	0.75	0	1.25	\$ -	\$ 843.75	\$ 431.25	\$ -	\$ 1,762.50
6	Review Historic Amendments, Minor Variance Decisions & OMB/PAT Decisions	0.25	0.5	0.5	0	1.25	\$ 487.50	\$ 843.75	\$ 431.25	\$ -	\$ 1,762.50
7	Review Standards for Non-Conforming & Non-Complying Structures and Lots	0	0.25	0.25	0	0.5	\$ -	\$ 421.88	\$ 215.63	\$ -	\$ 637.50
8	Review General Provisions	0.25	1	0.75	0	2	\$ 487.50	\$ 1,687.50	\$ 646.88	\$ -	\$ 2,821.88
9	Mapping Updates (assuming digital files of base data available)	0.25	0.5	0.75	0	1.5	\$ 487.50	\$ 843.75	\$ 431.25	\$ -	\$ 1,762.50
10	Review of Definitions & Zone Diagrams	0.25	1	2.5	1	4.75	\$ 487.50	\$ 1,687.50	\$ 1,193.75	\$ -	\$ 3,368.75
11	Review of Parking & Landscaping Standards	0	0.25	0.5	0	0.75	\$ -	\$ 421.88	\$ 431.25	\$ -	\$ 853.13
12	Review of Development Standards for all Zones	0.25	0.5	1	0.5	2.25	\$ 487.50	\$ 843.75	\$ 862.50	\$ 431.25	\$ 2,625.00
Phase 1 Total		1.75	5.5	7.25	2.25	16.75	\$ 3,412.50	\$ 9,281.25	\$ 6,253.13	\$ 1,940.63	\$ 20,887.50
Phase 2 - Draft Zoning By-law											
13	First Draft of New Zoning By-law *	0.5	2	2	0	4.5	\$ 975.00	\$ 3,375.00	\$ 1,725.00	\$ -	\$ 5,075.00
14	Review First Draft with Township Staff	0.75	0.75	0	0	1.5	\$ 1,462.50	\$ 1,265.63	\$ -	\$ -	\$ 2,728.13
15	Public (Statutory) Open House	0.5	0.5	0.5	1	2.5	\$ 975.00	\$ 843.75	\$ 431.25	\$ -	\$ 2,111.50
16	Respond to Public Comments	0.25	1	2	1.5	4.75	\$ 487.50	\$ 1,687.50	\$ 1,725.00	\$ 1,393.75	\$ 5,193.75
17	Second Draft of Zoning By-law	0.25	1.5	2	2	5.75	\$ 487.50	\$ 2,531.25	\$ 1,725.00	\$ 1,725.00	\$ 6,468.75
18	Review Second Draft with Township Staff	0.5	0.5	0	0	1	\$ 975.00	\$ 843.75	\$ -	\$ -	\$ 1,818.75
Phase 2 Total		2.75	6.25	6.5	4.5	20	\$ 5,362.50	\$ 10,446.88	\$ 5,906.25	\$ 3,881.25	\$ 25,596.88
Phase 3 - Final Zoning By-law											
19	Statutory Public Meeting	0.5	0.5	0.5	0	1.5	\$ 975.00	\$ 843.75	\$ 431.25	\$ -	\$ 2,250.00
20	Finalize Zoning By-law	0.25	1	2	1	4.25	\$ 487.50	\$ 1,687.50	\$ 1,725.00	\$ 862.50	\$ 4,762.50
21	Council Enactment of Zoning By-law	0.25	0.25	0	0	0.5	\$ 487.50	\$ 421.88	\$ -	\$ -	\$ 909.38
Phase 3 Total		1	1.75	2.5	1	6.25	\$ 1,950.00	\$ 2,953.13	\$ 2,156.25	\$ -	\$ 7,921.88
Total		5.5	13.5	16.25	7.75	49	\$ 10,725.00	\$ 22,781.25	\$ 14,015.63	\$ 5,821.88	\$ 54,206.25

* based on review of staff-drafted ZB

Team Member	Initial	Hourly
Jamie Robinson, Partner	JR	\$ 280.00
Lee Bull, Associate	LB	\$ 225.00
Planner	PL	\$ 115.00
Michael McLean, Planning Technician	MM	\$ 115.00

Total Cost	
Phase 1 Total	\$ 20,887.50
Phase 2 Total	\$ 25,396.88
Phase 3 Total	\$ 7,921.88
Total Professional Fees	\$ 54,206.25
Expenses	\$ 3,000.00
Sub Total	\$ 57,206.25
HST	\$ 7,436.61
Total	\$ 64,643.06

Figure 2 - REVISED DRAFT Project Budget Includes Mapping Township of Assiginnack - Zoning By-Law



#	Task	JR Days	LB Days	PL Days	MM Days	Total Days	JR Fees	LB Fees	PL Fees	MM Fees	Total by Task
Phase 1 - Background Review											
1	Start-up Meeting with Township Staff	0.25	0.25	0	0	0.5	\$ 487.50	\$ 421.88	\$ -	\$ -	\$ 909.38
2	Communication & Engagement Plan	0	0.25	0	0	0.25	\$ -	\$ 421.88	\$ -	\$ -	\$ 421.88
3	Review & Identify Issues	0	0.25	0.25	0	0.5	\$ -	\$ 421.88	\$ 215.63	\$ -	\$ 637.50
4	Virtual Meeting to Provide Introduction to the Zoning by-law Review	0.25	0.25	0.25	0	0.75	\$ 487.50	\$ 421.88	\$ 215.63	\$ -	\$ 1,125.00
5	Preparation of Official Plan & Provisional Policies Implementation Table	0	0.5	0.75	0	1.25	\$ -	\$ 843.75	\$ 646.88	\$ -	\$ 1,490.63
6	Review Historic Amendments, Minor Variance Decisions & OMB/LRAT Decisions	0.25	0.5	0.5	0	1.25	\$ 487.50	\$ 843.75	\$ 431.25	\$ -	\$ 1,762.50
7	Review Standards for Non-Conforming & Non-Complying Structures and Lots	0	0.25	0.25	0	0.5	\$ -	\$ 421.88	\$ 215.63	\$ -	\$ 637.50
8	Review General Provisions	0.25	1	0.75	0	2	\$ 487.50	\$ 1,687.50	\$ 646.88	\$ -	\$ 2,821.88
9	Mapping Updates (assuming digital files of base data available)	0.25	1	1	5	7.25	\$ 487.50	\$ 1,687.50	\$ 862.50	\$ 4,312.50	\$ 7,350.00
10	Review of Definitions & Zone Diagrams	0.25	1	2.5	1	4.75	\$ 487.50	\$ 1,687.50	\$ 2,156.25	\$ 862.50	\$ 5,193.75
11	Review of Parking & Loading Standards	0	0.25	0.5	0	0.75	\$ -	\$ 421.88	\$ 431.25	\$ -	\$ 853.13
12	Review of Development Standards for all Zones	0.25	0.5	1	0.5	2.25	\$ 487.50	\$ 843.75	\$ 862.50	\$ 431.25	\$ 2,625.00
Phase 1 Total							\$ 3,412.50	\$ 10,125.00	\$ 6,694.38	\$ 5,606.25	\$ 25,838.13
Phase 2 - Draft Zoning By-Law											
13	First Draft of New Zoning By-law *	0.5	2	2	0	4.5	\$ 975.00	\$ 3,375.00	\$ 1,725.00	\$ -	\$ 6,075.00
14	Review First Draft with Township Staff	0.75	0.75	0	0	1.5	\$ 1,462.50	\$ 1,265.63	\$ -	\$ -	\$ 2,728.13
15	Public (Statutory) Open House	0.5	0.5	0.5	1	2.5	\$ 975.00	\$ 843.75	\$ 431.25	\$ 862.50	\$ 3,112.50
16	Respond to Public Comments	0.25	1	2	1.5	4.75	\$ 487.50	\$ 1,687.50	\$ 1,725.00	\$ 1,293.75	\$ 5,193.75
17	Second Draft of Zoning By-law	0.25	1.5	2	2	5.75	\$ 487.50	\$ 2,531.25	\$ 1,725.00	\$ 1,725.00	\$ 6,468.75
18	Review Second Draft with Township Staff	0.5	0.5	0	0	1	\$ 975.00	\$ 843.75	\$ -	\$ -	\$ 1,818.75
Phase 2 Total							\$ 5,362.50	\$ 10,546.88	\$ 5,606.25	\$ 3,881.25	\$ 25,396.88
Phase 3 - Final Zoning By-Law											
19	Statutory Public Meeting	0.5	0.5	0.5	0	1.5	\$ 975.00	\$ 843.75	\$ 431.25	\$ -	\$ 2,250.00
20	Finalize Zoning By-law	0.25	1	2	1	4.25	\$ 487.50	\$ 1,687.50	\$ 1,725.00	\$ 862.50	\$ 4,762.50
21	Council Enactment of Zoning By-law	0.25	0.25	0	0	0.5	\$ 487.50	\$ 421.88	\$ -	\$ -	\$ 909.38
Phase 3 Total							\$ 1,950.00	\$ 2,953.13	\$ 2,156.25	\$ -	\$ 7,062.88
Total							\$ 10,725.00	\$ 25,625.00	\$ 14,446.88	\$ 9,487.50	\$ 59,146.88

* based on review of staff-drafted ZBL

Team Member	Initial	Hourly
Jamie Robinson, Partner	JR	\$ 260.00
Lee Bull, Associate	LB	\$ 225.00
Planner	PL	\$ 115.00
Michael McLean, Planning Technician	MM	\$ 115.00

Task	Total Cost
Phase 1 Total	\$ 25,838.13
Phase 2 Total	\$ 25,396.88
Phase 3 Total	\$ 7,921.88
Total Professional Fees	\$ 59,146.88
Expenses	\$ 3,000.00
Sub Total	\$ 62,146.88
HST	\$ 8,079.09
Total	\$ 70,225.97

Figure 1 - REVISED DRAFT Work Plan Township of Assiginack - Zoning By-law



#	Task	2023			2024					
		Nov	Dec	Jan	Feb	Mar	Apr	May	June	
Phase 1 - Background Review										
1	Start-up Meeting with Township Staff									
2	Communication and Engagement Plan									
3	Review and Identify Issues									
4	Virtual Meeting to Provide Introduction to the Zoning By-law Review									
5	Preparation of Official Plan & Provincial Policies Implementation Table									
6	Review Historic Amendments, Minor Variance Decisions & OMB/LPAT Decisions									
7	Review Standards for Non-Conforming & Non-Complying Structures and Lots									
8	Review General Provisions									
9	Mapping Updates									
10	Review of Definitions & Zone Diagrams									
11	Review of Parking & Loading Standards									
12	Review of Development Standards for all Zones									
Phase 2 - Draft Zoning By-law										
13	First Draft of New Zoning By-law*									
14	Review First Draft with Township Staff									
15	Public (Statutory) Open House									
16	Respond to Public Comments									
17	Second Draft of Zoning By-law									
18	Review Second Draft with Township Staff									
Phase 3 - Final Zoning By-law										
19	Statutory Public Meeting									
20	Finalize Zoning By-law									
21	Council Enactment of Zoning By-law									

Please note that this timeline is estimated and may need to be fluid over the course of the project.

* 'New' - meaning modified version of staff's draft document

THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK

BY-LAW # 2023-21

BEING A BY-LAW of the Corporation of the Township of Assiginack to enter into an agreement with K. Smart Associates Limited for Municipal Drainage Superintendent Services and Drainage Engineering Services.

WHEREAS the necessary authority is found in Sections 8 of the Municipal Act, 2001, S.O. 2001, c. 25 as amended;

AND WHEREAS, Section 5(3) of the Municipal Act, S.O., 2001, c.25, as amended provides that a municipal power shall be exercised by by-law;

AND WHEREAS the Council of the Corporation of the Township of Assiginack deems it beneficial to enter into this agreement.

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

1.) **THAT** we enter into an Agreement with K. Smart Associates Limited, as per the attached proposal, which will form part of this by-law.

THAT this by-law shall come into effect on the ____ day of _____, 2023.

AS READ a FIRST and SECOND TIME this ____ day of _____, 2023.

AND AS READ a THIRD and FINAL TIME and considered passed, in open Council, this ____ day of _____, 2023.

Brenda Reid, MAYOR

Heidi Ferguson, CLERK



K. SMART ASSOCIATES LIMITED
CONSULTING ENGINEERS & PLANNERS

85 McIntyre Drive
Kitchener, ON N2R 1H6

Tel: 519-748-1199
Fax: 519-748-6100

September 8, 2023

File No. 23-206

Ron Cooper
Road Superintendent
Township of Assiginack
156 Arthur Street
P.O. Box 238
Manitowaning, ON P0P 1N0

**RE: REQUEST FOR PROPOSAL FOR
MUNICIPAL DRAINAGE SUPERINTENDENT SERVICES AND
DRAINAGE ENGINEERING SERVICES**

Dear Ron:

K. Smart Associates Limited is very pleased to submit this proposal to you for municipal drainage superintendent services and drainage engineering services.

We are an independent Canadian consulting firm established in 1975. Municipal engineering has been our core business area for over 40 years and in that time we have developed many relationships with our clients which have spanned the last 4 decades.

Additionally, we have over 40 years' of experience in municipal drainage engineering under the Ontario Drainage Act. The firm employs approximately 30 individuals comprising of Professional Engineers, Engineers-In-Training, Civil Engineering Technologists, Land Use Planners, AutoCAD Operators, Construction Inspectors, Surveyors and Administrative staff. Our main office is in Kitchener, and we have a branch office in Sudbury.

We are pleased to offer our experience and expertise to the Township of Assiginack. We believe that the stability of the company, strong background in municipal drain engineering and the geographic proximity of our Sudbury office provide significant value for your Township.

DRAINAGE SUPERINTENDENT EXPERIENCE

John Linley is a Drainage Superintendent, Engineering Technologist and Survey Technician who has been employed by K. Smart Associates Limited for 24 years. He is recognized as a Drainage Superintendent under the Drainage Act by the Ontario Ministry of Agriculture, Food and Rural Affairs.

In addition to acting as the Drainage Superintendent for the municipalities listed below, John has also completed surveys and provided construction inspection for new drains throughout Northern Ontario.

Name	Qualifications and Experience	Years
John Linley	City of Greater Sudbury	17
	Municipality of Huron Shores	8
	Township of Tehkummah	5
	Township of Burpee and Mills	4
	Municipality of West Nipissing	17
	Municipality of French River	17
	Town of NEMI	4
	Town of Gore Bay	4
	Municipality of Gordan/Barrie Island	4
	Municipality of Markstay-Warren	4
	Township of Sables-Spanish River	6
	Municipality of Central Manitoulin	2

CONFIRMATION OF DRAINAGE SUPERINTENDENT COURSE

The following K. Smart Associates Limited staff have taken the Drainage Superintendent course and are able to provide Drainage Superintendent services:

- John Linley, A.Sc.T.
- Louis Desjardins, P.Eng.
- Joel Miller, P. Eng.
- Neal Morris, P. Eng.

DRAINAGE ENGINEER CONSULTANT EXPERIENCE

Name	Position	Qualifications and Experience
Neal Morris, P. Eng.	Snr. Drainage Engineer	13 years of writing drain reports under the Drainage Act
Joel Miller, P. Eng.	Snr. Drainage Engineer	8 years of writing drain reports under the Drainage Act

Neal Morris, P. Eng., has over 17 years of experience, including 15 years of work at K. Smart Associates Limited preparing reports under the Drainage Act. Neal is very familiar with the processes associated with the Drainage Act. Neal has prepared over 50 drainage reports and provided engineering assistance on many other drainage projects. Neal would be the Lead Engineer, Project Manager, and primary contact for any projects with the Township of Assiginack. Neal would be responsible for conducting public meetings, design work, and preparing the report. Before working with KSAL, Neal worked for a geotechnical engineering company for four years.

Neal has completed/has ongoing reports for the following municipalities in the northern Ontario area:

- Town of NEMI
- Municipality of Central Manitoulin
- Municipality of St. Charles
- Municipality of French River
- Township of Black River-Matheson

- Municipality of West Nipissing
- City of Greater Sudbury
- City of Temiskaming Shores
- Township of Casey
- Township of Kerns
- Township of Hudson
- Township of Harley
- Township of Evanturel
- Township of Hilliard
- Township of Armstrong
- Township of North Shore
- Township of Sables-Spanish Rivers

Joel Miller, P. Eng., has over 19 years of experience in water resources engineering, including the design and construction administration of municipal infrastructure projects. He has participated in drain design, developing assessment schedules, presentations at public meetings and preparing reports for multiple Drainage Act projects. Joel is very familiar with GIS software and the computer models used for hydrologic analysis and hydraulic design. When designated as the Engineer for a Drainage Act report, Joel is responsible for conducting public meetings, design work, assessment schedules and preparing the Final Report.

Joel has completed/has ongoing reports for the following municipalities in the northern Ontario area:

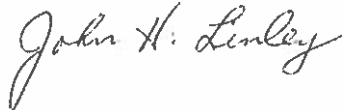
- Municipality of Gordan/Barrie Island
- Township of Tekhummah
- Township of Burpee and Mills
- Municipality of West Nipissing

SCHEDULE OF UNIT PRICES

• Drainage Superintendent	\$ 110.00/Hr
• Municipal Drain Engineer	\$ 140.00/Hr
• CAD/GIS Technician	\$ 100.00/Hr
• Survey Crew	\$ 100.00/Hr
• Technical Support	\$ 95.00/Hr
• Administrative Support	\$ 100.00/Hr
• Mileage	\$ 0.72/km

If you have any questions about the content in this Proposal, please feel free to contact the undersigned.

Sincerely,



John Linley, A.Sc.T
K. Smart Associates Limited

kp

MUNICIPALITY



OF ASSIGINACK

COMMITTEE OF THE WHOLE AGENDA

Tuesday, November 7th, 2023

To follow the Special Meeting of Council

OPENING AND DECLARATIONS

1. ADMINISTRATION/FINANCE/PLANNING

NONE

2. PUBLIC WORKS

NONE

3. PROTECTION AND CONTROL

NONE

4. RECREATION AND CULTURE

a.) Assiginack Public Library- Air Conditioning Request

b.) Haunted Ride & Council Donation to MFR re: 2023 Christmas Basket Campaign

c.) Marina TSSA Inspection Report

d.) Arena Proposed Exercise Room

5. CLOSED SESSION

a.) Personal information about an identifiable individual, including municipal employees.

b.) Personal information about an identifiable individual, including municipal employees.

c.) Personal information about an identifiable individual, including municipal employees.



Assiginack Public Library
25A Spragge Street, Manitowaning, ON P0P 1N0
assignackpubliclibrary.ca ~ assignackpubliclibrary@gmail.com

RECEIVED
OCT 24 2023

October 10, 2023

Dear Mayor Reid and Council,

I am writing this letter to you, the Council of the Township of Assiginack, on behalf of the Assiginack Public Library Board, as per motion 23/28 of our last meeting.

As you are aware, this summer neither of the two air conditioning units were functioning at the library. Ensuring that air conditioning is available next summer is a priority, and we would respectfully request that you investigate and repair the existing units or make arrangements to purchase replacements.

This will also ensure that the library is equipped and available to serve as a community cooling station, should such a need arise in the coming year.

Thanks so much for your time and consideration,

A handwritten signature in blue ink, appearing to read "Kari Gerhard".

Kari Gerhard
Secretary/Treasurer,
Assiginack Public Library Board

CEO/Librarian
Assiginack Public Library

Memo

To: Alton Hobbs

From: Jackie White

Date: October 29, 2023

Re: Haunted Ride, Council donation

The Haunted House Tour has made close to \$1,400. The volunteers that worked setting up their houses and scaring throughout the event did a tremendous job. The island community came out in full force showing their support to the two worthwhile causes of the Manitoulin Food Bank and the MSS Food Locker.

At the October 24, 2023 Council meeting, Manitoulin Family Resources sent a letter asking for financial assistance, Council decided to wait to see how the tour did.

In Canada, 1 in 3 children are food bank users. Across the country there has been a 32% increase from 2022 in food bank usage. And from 2019, a 78% increase. The highest year over year increase ever reported.

I am kindly asking Council to contribute an amount that brings the total donation up to \$2,000 so that the food bank and food locker each receive \$1,000.

Respectfully submitted,

Jackie White
Events Coordinator



**TECHNICAL STANDARDS
and SAFETY AUTHORITY**

345 Carlingview Drive
Toronto, Ontario M9W 6N9
Toll free 1-877-682-8772
www.tssa.org

Inspection Report

Work Order # 8091914
Inspection Report # 10034681

Inspection Address: 21 Bay St N End of Bay St Manitowaning ON P0P 1N0 Canada	Reference Number(s): 10145672	Inspection Completion Date: Sep 25, 2023
	Facility Type: Liquid Fuels	Equipment Type:
Customer Name and Address: CORPORATION OF THE TOWNSHIP OF ASSIGINACK PO BOX 238 MANITOWANING ON P0P 1N0 Canada	Task Type: FS Periodic Inspection - LF	
	The facility/equipment is inspected in accordance with Ontario's Technical Standards & Safety Act and the appropriate regulations and codes. When an Inspector's order is issued, time limits for compliance reflect the severity of the violation and serve to avoid disruption of service.	

INSPECTION NOTES

Inspection Order(s) are issued pursuant to my authority under section 21. (1) of the Technical Standards and Safety Act, 2000.

Where inspection orders are issued, TSSA will perform a follow-up inspection to confirm compliance. The responsible party is expected to make all the necessary corrections within the compliance time specified.

Where safety tasks are issued, TSSA will not perform a follow-up inspection to confirm compliance. The responsible party is expected to make all the necessary corrections within the compliance time specified. Safety tasks may be subject to a TSSA audit inspection and/or the responsible party may be required to confirm compliance to obtain your authorization/license.

On September 25, 2023, Inspector James Dionne performed a Periodic Inspection at the above noted location.

*** At Time Of Inspection Non-Compliances Were Found and Noted***

INSPECTION ORDER(S) and/or SAFETY TASK(S) ISSUED TO: CORPORATION OF THE TOWNSHIP OF ASSIGINACK

INDIVIDUAL(S) ENSURING COMPLIANCE: Jackie

No.	Inspection Order(s) Inspection order(s) with follow-up (high risk order)	Issued Date	Compliance Date
1.	Liquid Fuels Handling Code Clause 6.2.1 At every dispensing facility there shall be installed signage that is visible to all persons as they approach the dispensing location. The signage shall (a) be not less than 20 cm x 28 cm in size; and (b) display (i) NO SMOKING - TURN IGNITION OFF in black letters at least 25 mm in height on a yellow background; or (ii) the international no smoking and ignition off symbols in red and black at least 10 cm in diameter on a white background.	Sep 25, 2023	Dec 24, 2023

As a not-for-profit regulatory authority, TSSA operates on a cost recovery basis.
(Note: This is not an invoice)

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	<p>Comply with clause 6.2.1 of the Liquid Fuels Handling Code, and ensure the dispensing location has 'no smoking' and 'turn ignition off' signage in accordance with this clause.</p> <p>At Time of Inspection the signage was faded</p>		
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No.	Safety Tasks	Issued Date	Compliance Date
1.	<p>Liquid Fuels Handling Code Clause 4.6.9 Shear valves and leak detection systems shall be maintained and tested at least once per year or in accordance with the manufacturer's instructions and a written record of the maintenance and testing shall be retained.</p> <p>Comply with clause 4.6.9 of the Liquid Fuels Handling Code, and provide a written record of the maintenance and testing of the shear valves and leak detection system.</p> <p>At Time of Inspection the record was unavailable for review.</p>	Sep 25, 2023	Dec 24, 2023
2.	<p>Liquid Fuels Handling Code Clause 5.5.9 At each marina there shall be three legible signs visible to all persons using the dispensers with letters having a minimum height of 25 mm. The signs shall read: (a) WARNING - NO ONE OTHER THAN THE FUEL ATTENDANT SHALL BE ON BOARD A WATERCRAFT DURING REFUELING. (b) WARNING - ALL ENGINES SHALL BE OFF DURING REFUELING AND THERE SHALL BE NO SOURCES OF IGNITION ON BOARD OR WITHIN 3 METRES OF THE FUEL TRANSFER POINT and (c) WARNING - NO PERSON SHALL START UP A GASOLINE-POWERED WATERCRAFT UNLESS THE ENGINE SPACE BLOWER HAS BEEN OPERATED FOR A PERIOD OF NOT LESS THAN FOUR MINUTES IMMEDIATELY BEFORE START-UP.</p> <p>Comply with clause 5.5.9 of the Liquid Fuels Handling Code, and ensure all signs required by this clause are installed and legible to all persons using the dispensers.</p> <p>At Time Of Inspection the correct amount of signage was not posted in filling area.</p>	Sep 25, 2023	Dec 24, 2023

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Inspection Report

Work Order # 8091914

Inspection Report # 10034681

This report is issued under the *Technical Standards and Safety Authority Act, 2000, s. 17(1)*

17. (1) An inspector may conduct an inspection and may, as part of that inspection, enter and inspect at any reasonable time the lands and premises where any of the things, parts of the things or classes of things to which this Act, the regulations or a Minister's order apply are used, operated, installed, made, manufactured, repaired, renovated or offered for sale for the purpose of,
(a) ensuring compliance with this Act, the regulations or Minister's order;
(b) ensuring that an authorization holder remains entitled to the authorization; or
(c) determining whether a hazardous condition exists. 2006, c. 34, s. 25 (5)

Customer Signature & Position / Date:		Inspector Name: James Dionne	Inspector Contact Number: +1 647-273-2790
Report Received By: Jackie Via Email: info@assignack.ca	Customer Contact Number: 705-859-3219	Inspector Email: jdionne@tssa.org	

As a not-for-profit regulatory authority, TSSA operates on a cost recovery basis.
(Note: This is not an invoice)

Putting Public Safety First



GRANVILLE B. VICKERMAN & ASSOCIATES

Consulting Engineers + Project Managers

April 24, 2022

PRELIMINARY COST ESTIMATE ASSIGINACK PROPOSED EXERCISE ROOM

ITEM 1 – EXTERIOR STAIR: (3'-6" wide steel stair)	(\$)
• Fabrication & installation	20,000.00
• Excavation & fill & base compaction	6,000.00
• Concrete pad	4,000.00
• Site supervision, overhead & traveling	5,000.00
• Contingency (20%)	7,000.00
TOTAL	42,000.00
ITEM 2 – UPGRADING OF EXISTING STAIR & CORRIDOR FIRE RATING	
• 45min Fire rated drywall enclosure (420 sf)	10,000.00
• One (1) 30min fire rated door & frame	850.00
• Interior stair modification	5,250.00
• Miscellaneous work	4,500.00
• Site supervision, overhead & traveling	3,500.00
• Contingency (20%)	4,820.00
TOTAL	28,920.00
ITEM 3 – EXTERIOR STAIR ENCLOSURE	
• Steel framed wall with HSS columns & metal purlins	13,500.00
• Concrete forms, slab & rebar reinforcement	2,500.00
• Site supervision, overhead & traveling	3,000.00
• Contingency (20%)	3,880.00
TOTAL	22,800.00
ITEM 4 – MEZZANINE	

There are some considerations that were not discussed at our site meeting and must be addressed regarding this space. Consequently, a cursory building code review was undertaken to provide direction.

Mezzanine Floor Design Criteria:

- Under Part 4 of the National Building Code the floor should have a live load capacity of 50 pounds per square foot (assuming that it will **not** be used for weight training but as an exercise room)
- The floor must have a 45min. fire rating. As well, the walls providing support for the floor must have a 45min. fire rating.
- **A note of caution:** Unless specifically authorized by the pre-engineered building supplier, no part of the mezzanine can be supported on the pre-engineered building frame which is not designed to accommodate this type of additional structural load and as such, the mezzanine must be independently supported.

/2

- **Other Consideration:**

As an exercise room, there are physiological requirements such as mechanical ventilation to provide 6-8 air changes per hour. It is anticipated that a 7½ ton HVAC split system will be required.

Until these issues are corroborated and verified, this office will not attempt to provide a budget for any work that is required for this item.

Conclusion:

This exercise is intended to be for budgetary purposes only and should not be construed as a final quotation on cost.

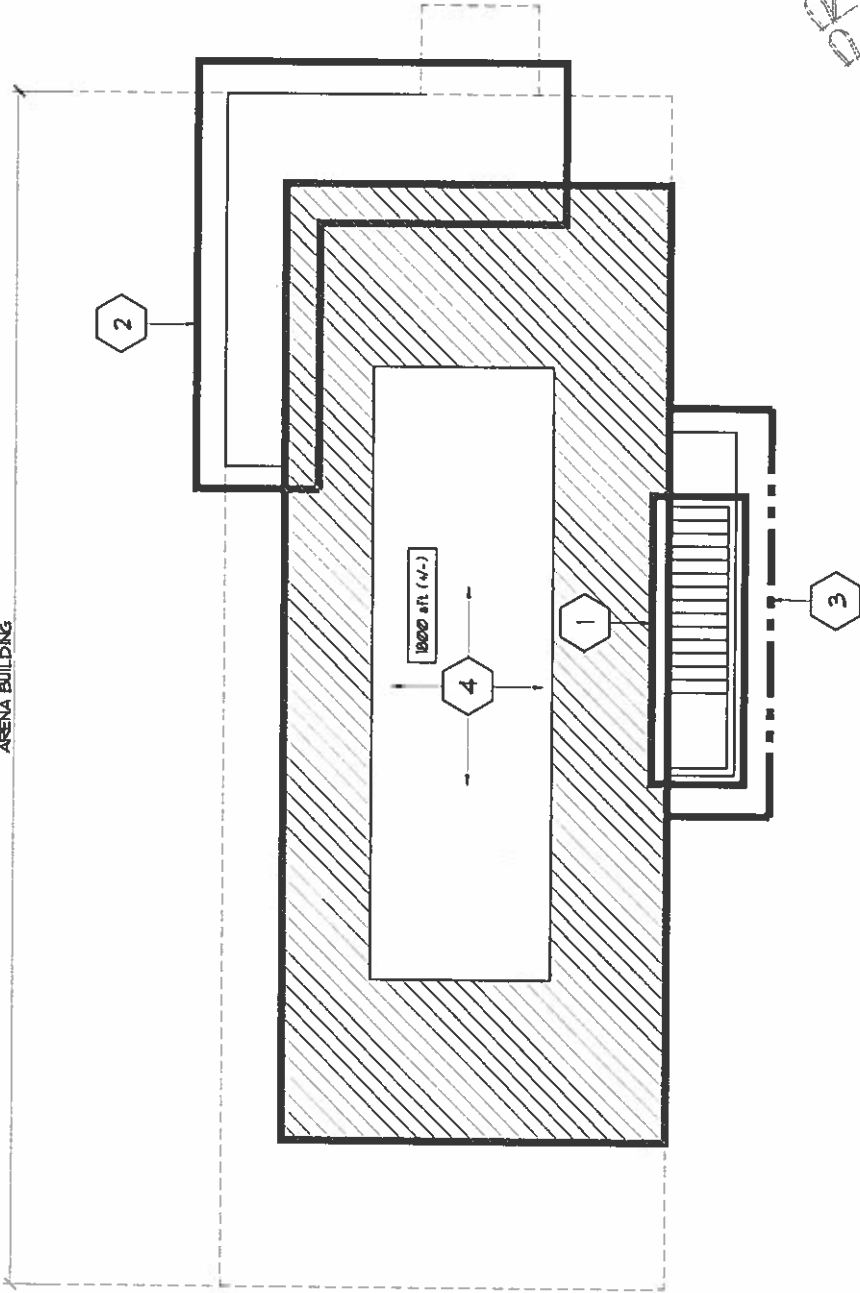
The foregoing figures do not include for any engineering fee which can be expected to be somewhere in the order of 15% of the total construction cost plus expenses for printing, traveling, etc.

Important note:

There are no strings attached to this submission. Your organization have no obligation to engage my firm for any further involvement; And should you decide not to involve my firm any further in this process: You owe nothing for preparation and submission of this preliminary information!

In developing this response, my office relied on unit prices that were provided by PCI (Pre-eminent Construction Inc.) which is a first nation owned company under the leadership of Mr. Shawn Byrnes with whom this office has had an on-going working relationship for many years. Both our firms are presently working together on the Sagamok Industrial Building Complex in Massey. Should you so desire, you may contact Mr. Byrnes directly at 705-626-7366.

ARENA BUILDING



LEGEND

- 1 EXTERIOR STAIRCASE
- 2 INTERIOR STAIR MODIFICATION & FIRE RATING UPGRADING TO EXIT CORRIDOR
- 3 EXTERIOR STAIRCASE ENCLOSURE
- 4 MEZZANINE

PROJECT MINISTRY

GENERAL ARRANGEMENT PLAN
NTS

DWG. No.	DESCRIPTION		DATE	BY	CHK
	REFERENCES		DATE	BY	CHK
<p>PROPOSED EXERCISE ROOM 51 YAKUGAHEI ST. MANTOUANG, CA PRELIMINARY GENERAL ARRANGEMENT</p>					
Granville B. Vickerman & Associates Consulting Engineers - Project Managers		DATE		SCALE	REV.
APR. 24-22		AS SHOWN		AH-100	A