

MUNICIPALITY



OF ASSIGINACK

BOX 238, MANITOWANING, ON, P0P 1N0

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

**SPECIAL MEETING OF COUNCIL
IN CHAMBERS**

Tuesday, June 25, 2024 at 7:00 p.m.

1. OPENING

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

2. STATUTORY PUBLIC MEETING- SECTION 34 PLANNING ACT

- a.) Presentation and Report from Jamie Robinson, MHBC Planning, Urban Design & Landscape Architecture. Re: Draft Zoning By-law #2024-10.

3. ANNOUNCEMENTS

4. ADOPTION OF MINUTES

5. DELEGATIONS

6. REPORTS

7. ACTION REQUIRED ITEMS

- a.) Tender Results: Fitness Centre Renovation
- b.) Request for Proposal Results: Purchase Fitness Equipment
- c.) Request for Proposal Results: Purchase Track and Field Equipment
- d.) Potential Funding Opportunity: OTF Seed Grant 2024-2025
- e.) Southeast Lions Club Request: Truck Pull
- f.) BAO Approved: Municipal Cemeteries By-law
- g.) Section 357 Tax Right Off
- h.) Transfer of Trailer Licensing Fees Arrears
- i.) Transfer of Utilities and Capital Levy Arrears

8. INFORMATION ITEMS

- a.) Request for Consideration- Support for Severance Application

9. BY-LAWS

- a.) By-law # 2024-09: Canada Community Building Fund

10. CLOSED SESSION

- a.) Personal information about an identifiable individual, including municipal employees.
- b.) Advice that is subject to solicitor-client privilege, including communication necessary for that purpose.

11. ADJOURNMENT

THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK

STAFF REPORT

TO: Council

FROM: Jamie Robinson, MHBC Planning
Township Planning Consultant for Zoning By-law

MEETING DATE: June 25, 2024

SUBJECT: Zoning By-law Update

APPROVED FOR
SUBMISSION BY: _____ CAO, Alton Hobbs

RECOMMENDATION

THAT Council receives this Report and the Planning Consultant's Memorandum and Appendix dated June 13, 2024, respecting the Zoning By-law Update project.

PURPOSE

The purpose of this Report is to provide an update on the updated Zoning By-law and to provide a summary of the revisions that have been made to the documents. An overview is provided in the attached memorandum. The Statutory Public Meeting is to be held on June 25, 2024 and has been scheduled in accordance with the *Planning Act*.

BACKGROUND

The Municipality hosted a Public Open House on March 27, 2024 and now has scheduled the Statutory Public Meeting under the *Planning Act*. The draft document and zone schedules have been available on the Municipality's website for public review. Various revisions have been made to the Zoning By-law, and a summary of some of the revisions are listed on the attached memorandum.

DISCUSSION

Members of the public are provided an opportunity to make comments on the proposed Zoning By-law at the Statutory Public Meeting. Following the Statutory Public Meeting, the public comments will be considered and final versions of the Zoning By-law will be prepared and brought forward at a subsequent meeting of Council for enactment.

RELATIONSHIP TO STRATEGIC PLAN

Pillar 2 – Excellence in Governance

FINANCIAL IMPLICATIONS

N/A

ATTACHMENTS

Attachment 1: Memo A. Hobbs ZBL Update

Sincerely,



Jamie Robinson, BES, MCIP, RPP
Partner
MHBC Planning
Township Planning Consultant for ZBL



MEMO

KITCHENER
WOODBIDGE
LONDON
KINGSTON
BARRIE
BURLINGTON

To:	Alton Hobbs
From:	Jamie Robinson and Lee Bull
Date:	June 13, 2024
File:	22304A
Subject:	Township of Assiginack Zoning By-law Update – Public Meeting

This memorandum has been prepared to provide a summary of the process that has occurred for the Zoning By-law update. Through the preparation and release of the draft of the Zoning By-law, comments have been provided by members of the public, the Manitoulin Planning Board staff, and municipal staff.

In addition to posting the draft Zoning By-law on the municipal website for public review, the Township has now hosted a Public Open House Meeting that was held on March 27, 2024. Copies of the draft planning document and the associated schedules were available for public inspection and members of municipal staff, members of Council as well as MHBC staff were available to answer questions and respond to any concerns.

A comment summary table has been prepared that considers all the comments that have been provided in writing to date. The comment table has been provided as an Appendix to this memorandum.

The next step in the process is the Public Meeting which is a statutory requirement under the *Planning Act*. Members of the public are encouraged to attend this meeting to provide any additional comments that they may have on the draft Zoning By-law. The Public Meeting serves the purpose of opening the floor to members of the public to voice their comments to staff and members of Council.

Comments provided at the Public Meeting will be reviewed prior to the finalization of the new Zoning By-law.

In summary, revisions have been made to the Zoning By-law that include the following:

- Addition of definitions;

- Inclusion of provisions for accessory dwelling units;
- Inclusion of provision for minimum dwelling size;
- Consolidated site specific zone permissions into Exception Tables;
- Consolidated the previous Zoning By-laws for the Township into one comprehensive document.

Following the Public Meeting, a final version of the Zoning By-law will be prepared for Council's consideration. Comments will be incorporated following the Public Meeting where appropriate.

Notice of Decision for the Zoning By-law will be provided in accordance with the statutory requirements.

Township of Assiginack

Appendix 1: Zoning By-law Review: Compiled Comments

June 13, 2024

Township of Assiginack (Manitoulin Island) Draft Zoning By-law

#	Comment	Responder	Comment Response
1.	<p>The by-law amendment does not address the significant problem of using residentially zoned properties as short-term rental income properties.</p> <p>The surplus of utilizing residential housing for short-term rental income, typically only seasonally during the summer, has put immense pressure on housing contributing to our local and national housing crisis and homelessness. Local first-time home owners face major barriers to entering the market and long-term tenants are being evicted with nowhere to go. Many properties are purchased as secondary units by non-locals to generate income and investment, but the income generated does not circulate locally since they do not live here. Influx of tourism in terms of economic impact would be minimal compared to a local residents/tenants spending money by living</p>	<p style="text-align: center;">MHBC</p>	<p>The rental of residential properties and cottages has occurred for decades in the municipality. This is a residential use, and in accordance with the current Zoning By-law and draft Zoning By-law would be permitted in any dwelling.</p> <p>There has been no direction as part of this exercise to establish any other framework for regulating STRs.</p> <p>Should the Township wish to regulate the rental of dwellings on a short term basis, options such as a licencing by-law could be considered.</p>

**Township of Assiginack (Manitoulin Island)
Draft Zoning By-law**

#	Comment	Responder	Comment Response
	<p>here 12 months of the year. Many of these types of property owners own more than two properties and purchase them solely for income purposes not housing for themselves or other renters. Recruitment of new residents to our township is significantly impaired by the limited access to housing in terms of purchasing or renting. Furthermore, locals also purchase additional properties to use for short-term rental income putting strain on the housing industry. Property owners can make the same amount of money in a one-week rental as they would in one month. Consequently, there is little motivation to rent to long-term tenants under these conditions and a lot of motivation so pursue this under the table revenue stream leading to the surplus of short-term accommodations.</p> <p>Short-term rentals are income properties that do not follow regulatory measures and standards that businesses are required to follow. The township has done well to address this with a by-law but the problem reaches beyond the expectation of registering and maintaining quality assurance. They operate like a business but are not treated as one. They do not pay appropriate taxes such as HST on the services they provide because you must be registered as a business to do so. Additionally, they do not pay comparable municipality taxes, businesses are taxed in</p>		

**Township of Assiginack (Manitoulin Island)
Draft Zoning By-law**

#	Comment	Responder	Comment Response
	<p>a higher bracket. Residential properties use a disproportionately high amount of utilities and municipality services when renter turnover is high versus a long-term tenancy. Furthermore, owners of short-term rental properties typically do not claim their revenue on their personal income tax as it is commonly viewed as "cash under the table" and do not claim how their property is used for insurance and liability purposes. This is similar to people offering cash ride services with their personal vehicle even though insurance does not cover that kind of use.</p> <p>They function like a business in terms of the benefitting from profit and through services they are providing to customers, but are not treated as one. This creates a disproportionate advantage to private property owners that directly effects competing registered accommodation businesses. Registered businesses incur significantly higher expenses and feel immense pressure from the tourism industry to increase the level of services they provide while reducing their prices due to the advantaged position of residential owners, who incur significantly lower costs for their accommodations (15% alone through sales tax plus other overhead fees they do not incur).</p>		

2.	<p>Potential Solutions/Recommendations:</p> <ul style="list-style-type: none"> - Outline specific use allowances for "guest houses", found in various sections of the by-law - Under permitted use for residential (and perhaps agricultural) zoned properties, define and outline permitted occupancy (ex; length of tenancy, payment frequency) - Prohibit short-term rental business operations under residentially, and perhaps agricultural, zoned properties - Residential properties should be prohibited from renting out the primary occupancy unit for short-term accommodations for a fee (this is a business), this should be considered for guest houses as well. - Different tax rates for properties used as short-term rentals and/or unoccupied units that have 4 season access - Additional zoning section for short-term rental accommodations (specific regions, types of property, etc. it should not be permitted to all residential properties) - Higher non-primary residence fees/taxes 	
3.	<p>Considerations:</p> <ul style="list-style-type: none"> - allowance of seasonal access only recreational properties to operate as short-term rentals would not affect housing availability for long-term occupants - balance housing needs with the need for short-term rentals in terms of what allowances the township gives for how many short-term accommodations run out of residentially zoned properties, or 	

	<ul style="list-style-type: none"> - Bed and Breakfast operations also function as a business and are permitted under residential and rural zoning usage, should this be modified - Whether the number of agriculturally zoned properties functioning as short-term rentals seems limited and may not have as much of an impact on this problem - Waterfront property zoning and access (are these recreational properties or residential properties) 		
4.	<p>I think short-term rental accommodations functions as a business and should be treated accordingly. Our township has a surplus of short-term rental accommodations leading to various problems, and this by-law revision is a perfect opportunity to implement changes and address the issue directly from a zoning perspective.</p>		
5.	<p>Further to the Zoning By-law Update Open House:</p> <ol style="list-style-type: none"> 1. Consider zoning of Mclean's Park, currently Rural. 2. The minimum dwelling size in the draft document is 400 m². This may be a typo. 	MHBC	<p>The lot is zoned Rural in accordance with section 6.2.1.4 of the draft Zoning By-law, public parks are a permitted use.</p> <p>Typo - Minimum dwelling size in the Zoning By-law is 37 sq. m which is 400 sq ft.</p>
6.	<p>Please find attached the planning board has all of Queen and the adjoining wellington street properties listed as commercial.</p>	MHBC	<p>The properties with a residential use are in the R1 Zone on the updated Zone Schedule A2 Manitowaning.</p>



7. We are part owners of [redacted] Assignack, is this parcel of land going to remain in Rural Zoning? The property has been zoned Rural and we wish to keep it at that same zoning designation. If there are any changes please advise.

MHBC

This parcel has been left in the Rural Zone.

8. Section 6.5.2 Zone Requirements (SR) Item #2 states "Where more than one tier of lots are present, buildings on the waterfront are limited to one storey."

MHBC

This provision has been removed from the current draft of the Zoning By-law.

This section of the draft grossly interferes with the property owners ability to build a home in the way they deem suitable. Lakeside residential property owners

pay a premium for the lakefront property and will continue to pay a premium in municipal taxes indefinitely. Lakefront lots within the Municipality of Assiginack on Manitowaning Bay and on Lake Manitou are some of the most expensive pieces of land on Manitoulin Island. For example one acre lots in the Sandy Point Subdivision within our municipality are listed for \$244,000. In comparison a regular building lot in the town of Manitowaning (these are getting scarce) have water and sewer services and are assessed regular residential property tax rates can be bought for less than \$40,000. Owners could build two storey houses on these lots within the town if they wish.

I have [REDACTED] on shoreline residential properties in the municipality and both are [REDACTED]. These homes are assessed significant municipal taxes and the Municipality is better off by not trying to control the investment decisions of property owners. In fact the Municipality needs to take action to entice and encourage as much investment as possible. I think section 6.5.2 of the draft proposal should be completely removed. If a buyer wants to have a smaller investment in residential property then they can certainly do so by purchasing a 'back-lot". It is unfair to the lakeshore property owner to force them to a specific home design because 'back-lot' owners wish to have a clear view of the lake but chose not to buy the lakefront lot.

The mindset of the authors of this bylaw should be to remove as many parts of the bylaw that directly

	interferes, restricts, hinders and discourages property owners to invest in the township.		
9.	After reviewing the by-law draft I do have concerns that for the sections on Wayside Pits and Quarries (Sections 6.1.3, 6.2.3 and 6.8) the bylaw is far too vague, doesn't give any control to the township and doesn't consider the investments of neighbouring properties. These by-laws need more definition.	MHBC	Section 2.5.52 of the PPS "Wayside Pits and Quarries, Portable Asphalt Plants and Portable Concrete Plants" states the following: "Wayside pits and quarries, portable asphalt plants and portable concrete plants used on public authority contracts shall be permitted, without the need for an official plan amendment, rezoning, or development permit under the <i>Planning Act</i> in all areas, except those areas of existing development or particular environmental sensitivity which have been determined to be incompatible with extraction and associated activities."
10.	Part [redacted] Plan [redacted] was the subject of several zoning amendments, now shown as Special Provision RU-1, RU-2 and RU-4. However, the most recent zoning amendment on the property [redacted] rezoned the property from Rural to Commercial. Some of the special provisions may not be required anymore, and if they are required, should be listed as special provisions in the Commercial zone.	MHBC	Table 2 has been updated to remove RU-1, RU-2 and RU-4 exceptions. Site specific commercial zoning on these properties make the exceptions unnecessary.
11.	The R1-1 special provision permitted apartments on the ground floor appears to be on a property in a	MHBC	This has been changed in the latest draft of the Zoning By-law. It appears

	Commercial zone (previously it was C1 Core Commercial).		as Exception C-5 in Table 4: Commercial Zone Exceptions.
12.	The A-1 special provision may be entirely unnecessary as it just allows a single detached dwelling with accessory structures, and the current Agricultural zone in the draft by-law allows this by default.	MHBC	This Exception has been removed from Table 1: Agricultural Zone Exceptions.
13.	Regarding the Agricultural zoning in general, as I've mentioned before, the agricultural zones shown on the map are only those required by the Official Plan's prime agricultural designation – to conform to provincial policy and OMAFRA's guidelines these areas have to remain agricultural zone. You'll notice that there is a lot of land previously zoned agricultural in the old zoning mapping that is zoned rural under this draft. Other areas can be zoned agricultural if the municipality wishes – we can include all lands previously zoned agricultural if you want, or you could also take the opportunity to review the mapping to see where council and staff feels agricultural zoning is most warranted. If you decide to include all lands previously zoned agricultural within the mapping, I do recommend that we tweak the boundaries where possible to align better with parcel boundaries, roads and natural features like rivers or lakes for clarity and ease of interpretation.	MHBC	Township staff comfortable with the Agricultural mapping as currently laid out.
14.	Because a lot of the previously zoned agricultural land is Rural zone in the draft, Special provision A-3, A-5, and several instances of A-1 are now in Rural zones. I think we should review A-3 and A-5 and see if they are still	MHBC	A-1 is now in the Rural zone and a single detached dwelling is permitted as-of-right.

	required in the Rural zone (unless we are looking at including these in the agricultural zone again).		A-3 is now in the Rural zone and a seasonal residence is permitted as-of-right. A-5 is now in the Rural zone and appears as Exception RU-14 on Table 2: Rural Zone Exceptions.
15.	Agricultural Zone: some of the permitted uses in the Agricultural zone conflict with the Agricultural Area policies in the Official Plan. The OP policy on permitted uses is under C.4.1 and includes agricultural uses, a single residential dwelling, secondary farm residence for full time farm help, and secondary uses such as small scale home industries or occupations. Agricultural related commercial and industrial uses are permitted subject to certain criteria as per the PPS. I don't think the Group Home, Bed and Breakfast, and Hunt Camp uses listed as permitted uses conform to the OP permitted uses. If we are looking at expanding the agricultural zone, it might be worthwhile to have a Prime agricultural zone and a secondary agricultural zone, with the prime agricultural stricter in terms of permitted uses due to the underlying prime agricultural area.	MHBC	Non-conforming uses have been removed from the list of permitted uses in an Agricultural Zone as outlined in Section 6.1.1.
16.	Rural zone: There is no minimum lot frontage or area listed for a Rural use in the Rural zone. This would, for example, permit a rural use such as an animal hospital with no minimum frontage requirement and 100% lot coverage.	MHBC	Minimum lot frontage of 60 metres has been added. Minimum lot size of 1 hectare has been added.
17.	Regarding Section 5.22 Minimum Distance Separation: - The MDS guidelines require that, if you want to exempt existing lots of record from having to meet MDS approvals for new residences, you have to have a	MHBC	This Section (now Section 5.23 Minimum Distance Separation) has been revised to reflect that it will not be applied to approved residential

<p>provision in your by-law explicitly allowing it. We have provision in the OP to support this – section C.4.2-3 “the Planning board and/or municipality will not apply the MDS Formulae to approved residential development proposed by building permit on existing lots of record”. This avoids situations where someone has a vacant parcel that has been previously approved or is zoned appropriately for a residential use, but can’t build on it at all due to a barn nearby.</p>		<p>development proposed by building permit on existing lots of record.</p>
<p>18. Regarding 5.35.2 - Lake Huron shoreline, during the Official Plan process we received information from MNRF regarding the 100 year flood elevation and required setbacks and implemented it into our OP and hazard mapping. Flood elevations for the south shore would be 177.6 m, and the elevation for the north would be 177.8 m. The requirement in the OP is now that structures are 15 m back from the relevant flood contour.</p>	<p>MHBC</p>	<p>The wording of this Section (now 5.39.2 Lake Huron Shoreline) has been revised to conform to the wording in the District of Manitoulin Official Plan.</p>
<p>19. Zoning Bylaw 2023-11 on Lot [REDACTED] Concession [REDACTED] Township of Bidwell should have a special provision attached to it in the Rural zone – this by-law set minimum lot sizes for these lots as per the survey plan.</p>	<p>MHBC</p>	<p>This has been reflected as Exception RU-12 on Table 2: Rural Zone Exceptions.</p>
<p>20. This is [REDACTED]. I spoke with [REDACTED] yesterday about the proposed changes to my property. [REDACTED] was going to speak with you this morning. I am just checking in to see if she was able to update you?</p> <p>I wanted the zoning for my property to stay as agricultural and NOT be switched to rural. I also have</p>	<p>MHBC</p>	<p>Draft Schedule A1 Rural has been revised to reflect an Agricultural Zone on the property.</p>

an issue with the map. When you zoom in it looks like all my property is water. None of my property is water. I don't even need a sump pump in my basement. This will greatly diminish the property value as, anyone who looks at this map will think I am trying to sell them swamp. Please if you can advise me how to go about ensuring these changes take place. Thank you and have a good day



The Corporation of The Township of Assiginack

Worksheet TYPE: RFP or RFT

JOB NAME:	Renovation of Upstairs at Arena into Fitness Centre
DATES To be issued:	May 22 and May 29, 2024 Expositor and Social Media and Website the same.
Mandatory Pre-Tender Meeting:	May 30 th , 2024 at 10:30 a.m.
TENDER QUESTIONS REQUIRED BY:	Not applicable
TENDER SUBMISSION DEADLINE:	June 14, 2024 @ 4 pm
PROJECT COMPLETION DEADLINE:	Not applicable

Section A: General Information

1. Scope of Tender

The Corporation of the Township of Assiginack seeks tenders for the Renovation of the Upstairs at the Arena into a Fitness Centre.

2. Tender Bids

The following tender bids were received in response to the Request for Tender. Amounts shown below were taken from the bid forms submitted as part of the tender process.

COMPANY (TENDERER'S) NAME	SUB-TOTAL	HST	TOTAL TENDER PRICE
1000239779 Ontario Inc. o/a Amik Endaanhg	\$518,000.00	\$67,340.00	\$585,340.00

Tender reviewed by : Alton, Debs Heidi Signature: [Signature] Date Stamp:

JUN 18 2024

MUNICIPALITY



OF ASSIGINACK

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

www.assiginack.ca

May 29, 2024

Request for Proposal to Purchase Fitness Equipment

Closing Date – Friday May 24, 2024 @ 4p.m.

Proposals Received –

Keystone Equipment	\$42,725.82
Akfit (Sudbury) – price includes installation	\$48,617.78
Northern Fitness	\$23,876.71
Dotmar Fitness Equipment – price includes installation	\$34,905.70
Treadmill Factory	\$26,950.26
Spartan Fitness	\$42,815.68
T. Litzen Sports	\$27,267.38
Liv Unltd	\$37,543.12
Kinetic Solution – price includes installation	\$43,050.06

Deb MacDonald
Treasurer/Deputy CAO
Township of Assiginack

MUNICIPALITY



OF ASSIGINACK

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

www.assiginack.ca

May 29, 2024

Request for Proposal to Purchase Track and Field Equipment

Closing Date – Tuesday May 28, 2024 @ 4p.m.

Proposals Received –

Sports Equipment of Toronto	\$10,193.39
Add'l quote for Scissor Hurdles (80) \$5,972.95	
Running Count Inc.	\$17,795.22
Add'l quote for Scissor Hurdles (80) \$28,982.24	
Jack Watson Sports	\$13,271.78
T.Litzen Sports	\$6,738.19
Add'l quote Pole Vault System - \$46,581.36	

Deb MacDonald
Treasurer/Deputy CAO
Township of Assiginack

TOWNSHIP OF ASSIGNACK
AVAILABLE FUNDING OPPORTUNITY DETAILS

1. Funding Program Name: **OTF SEED GRANT 2024-2025**

2. Funding Provider Name: **PROVINCIAL- OTF**

a.) *If Provider is not in list, please add.* **N/A**

b.) *If Funding Provider is a Sponsorship Opportunity, please list details here.* **N/A**

3. Funding Program Description:

Build capacity and prepare for future programming:

Seed grants help organizations build resilience and enhance their ability to deliver programs and services that directly benefit community members. Applicants can apply for funding to support organizational planning, pilot a new program, and build their capacity to plan for future programs and services.

4. Amount of Funding Available (Max. Contribution Amount): **\$100,000.00**

a.) Is this funding stackable with other levels of government? YES NO **N/A**

b.) Stackable Program Name: **NA** and %: **N/A**

5. Municipal Contribution Amount (% or \$): **ZERO**

6. Application Deadline: **6/26/2024**

a.) When will we hear back regarding a decision? **10/5/2024**

b.) What is the funding program's timeline for the project's duration? **October 5, 2025**

7. Have you consulted with the Funding Program Officer for more information? YES NO N/A

8. Have you consulted with the Treasurer regarding Budget Accommodation? YES NO

9. Please list any important details of the application (i.e., Contents, Resources required, Contracts that need to be executed etc.) **RFP-CONTRACTOR(S) CONTRACT(S)**

10. Are any Third-Party Approvals required (i.e., Press Release approvals or Launch Date by funder?)

YES NO N/A **Please explain: Acknowledge Funders Publicly**

FUNDING PROGRAM EVALUATION

11. Please identify the Pros and Cons of this potential funding opportunity below.

PROS <i>(Why should We apply for this funding? How will this project benefit the community? Does the benefit outweigh the cost and resources required?)</i>	CONS <i>(Why shouldn't we apply for this funding? Does the benefit outweigh the cost and resources required?)</i>
<p>Benefits of Applying for the OTF Seed Grant</p> <p>The Township recognizes the importance of preserving and celebrating its rich cultural heritage while also embracing the digital age. By investing in digital technology, the Township aims to reach a wider audience</p>	<p>NON</p>

and engage community members in new and innovative ways. This project reflects the Township's commitment to fostering creativity, diversity, and inclusivity within the community.

Who will primarily benefit from the project?

The OTF Seed Fund project is designed to benefit a wide range of community members, including:

1. Local Artists: The project provides a platform for local artists to showcase their work and connect with a broader audience through digital channels.
2. Youth: By integrating digital technology into arts and cultural programs, the project aims to attract and engage younger generations in creative activities.
3. Seniors/Elders: The project offers seniors new opportunities to explore arts, culture, and heritage from the comfort of their homes through virtual programs and services.
4. Tourists: Digital initiatives supported by the OTF Seed Fund will enhance the visitor experience, promoting the Township as a vibrant cultural destination.

In essence, the project seeks to enrich the lives of all community members by making arts, culture, and heritage more accessible and engaging through technology.

TOWNSHIP OF ASSIGINACK PROJECT INFORMATION

11. Project Name:

**A COLLABORATIVE COMMUNITY-BASED PROJECT:
Assignack Township's Digital Transformation**

12. Project Details:

13. Estimated Project Budget: 45,500.00

14. Have you obtained quotations to confirm the cost(s)? YES NO

15. Project Timeline/Duration: 1 Year

16. Tentative Start Date: 10/7/2024

17. Tentative End Date: 10/6/2025

18. Does this project align with the 4 Core Pillars and Values from the Township's Strategic Plan?
YES NO If YES, please choose which pillar your project best aligns with. **Community and Economic Development**

19. Does this project align with the potential funding program's objectives? YES NO

20. Have you confirmed the project's eligibility with a program officer? YES NO

21. Describe the benefit(s) this project will create for our community. (i.e., creation of 5 temporary FTE jobs for local contractors; reduced financial burden on our taxpayers; or implementation of this program will engage and promote healthy, active lifestyles for seniors within our community.)

***Create Two Temporary Jobs**

- *Improve Township Infrastructure – More All-round Technology Driven Inclusive, Accessible, and Educational**
- *Improve Community Connections / Increase Social Engagement Opportunities and Quality of Life in Assiginack**
- *Vital Step Towards Branding Assiginack Township as a Arts and Heritage Destination**

22. How does this project align with all other municipal plans? (i.e., Strategic Plan, Asset Management and Long-term Capital Plans)?

YES, it aligns with all the above mentioned Assiginack Township plans plus Branding.

23. Have you consulted with other Township of Assiginack’s Departments and Department Heads to ensure this project is not duplicating another current or future proposed project?

N/A

YES NO

24. Have Annual Maintenance costs been determined? YES NO

If yes, please identify what the annual estimated maintenance costs will be. Click or tap here to enter text.

PROJECT MANAGEMENT

25. Who will be responsible for overseeing and executing this project? Choose an item.

STAFF MEMBER’S NAME	ROLE	RESPONSIBILITIES
Shelba Millette	EDO	Funding Reports Launch / Marketing Timely and Professional Execution of Project
Heidi Ferguson	Clerk	RFP’s - Advertising Legal Documents
Deb McDonald	Treasurer	Accounting

26. Are contracted services an eligible expense of this funding program? YES NO

27. Are additional Municipal Resources required to complete this project? If so, please list below.
NO

28. Please list any future Municipal Resources required once this project is complete. (i.e., Ongoing maintenance, budgeted expenditure in Annual Operating Budget, etc.)

N/A

29. Who is responsible for Reporting on this Project if Successful? **Shelba Millette**

Staff’s Recommendation to Council:

YES

Report Completed By: Shelba Millette, EDO

Date: 6/11/2024

****Please attach any supporting documentation that you deem necessary to support your recommendation to Senior Administration and Council. N/A***

From: [Alton Hobbs](#)
To: [Heidi Ferguson](#)
Subject: FW: Summerfest events
Date: Friday, June 21, 2024 9:02:17 AM

From: Frank and Lisa Hallaert [REDACTED]
Sent: Wednesday, June 19, 2024 5:09 PM
To: Larry Lecappellain [REDACTED]; Alton Hobbs <ahobbs@assignack.ca>;
[REDACTED]
Subject: Summerfest events

Good Afternoon Alton,

As one of the events for this year at Summerfest, we are having a truck pull. We would like to have the truck pull on the track in front of the pavilion.

It is the same location as the horse pulls at the fall fair. This location makes the most sense for viewers.

The Pavilion has shade coverage for spectators, they can get a burger, something to drink, and a safe place for spectators.

The trucks are not allowed to spin their tires, so the track should not be damaged. If there is damage to the track, Southeast Manitoulin Lions Club will have it fixed.

The truck pull is a new event this year at Summerfest. That has a lot of interest which will help make the weekend more successful.

Thank you for your time.

Lisa Hallaert

April 29, 2024

Organization #3284920**VIA EMAIL:** fbond@assignack.ca

The Corporation of the Township of Assignack
c/o Freda Bond
156 Arthur Street
P.O. Box 238
Manitowaning, Ontario
POP 1N0

Dear Freda,

Re: Cemetery By-laws for The Corporation of the Township of Assignack

Thank you for submitting the documents below, which were submitted to the Registrar for filing and approval on March 4, 2023, April 10, 2024 and April 18, 2024.

- Cemetery By-Laws
- Photograph of Notice Posted
- Copy of Newspaper Notice
- List of Monument Dealers Notified

This document is deemed approved and filed effective: **April 29, 2024**. A stamped copy is enclosed.

The Bereavement Authority of Ontario is encouraging digital submission of documents, when possible, to both reduce environmental impact and improve archival accessibility.

Sincerely,



Jamie Traynor
Licensing Officer
Bereavement Authority of Ontario
Email: Jamie.Traynor@thebao.ca

Enclosed

MUNICIPALITY



OF ASSIGINACK

P.O. BOX 238 MANITOWANING, ON, P0P 1N0
(705) 859-3196 or fax 859-3010
www.assiginack.ca

MUNICIPAL
CEMETERIES
BY-LAW

Revised March 28, 2023 in order to comply with the provisions of the Funeral, Burial and Cremation Services Act, 2002 (FBCSA) and Regulations administered by the Ontario Ministry of Public and Business Service Delivery for the Province of Ontario.

SCHEDULE I

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These by-laws are the rules and regulations that govern any cemetery owned and operated by the Corporation of the Township of Assiginack and have been approved by the Registrar of the Funeral, Burial and Cremation Services Act, 2002 (FBCSA), Bereavement Authority of Ontario.

1. DEFINITIONS

Burial/Interment: The opening and closing of an inground lot or plot for the disposition of human remains or cremated human remains or opening and closing of a niche.

By-laws: The rules and regulations under which the Cemetery(s) operates.

Care and Maintenance Fund: It is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price of all Interment Rights and set amounts for marker and monument installations is contributed into the Care and Maintenance Fund. Interest earned from this fund is used to provide care and maintenance of plots, lots, niche, markers, and monuments at the Cemetery.

Cemetery Specialist: The employee, contractor or worker appointed by the Corporation to ensure all work and documentation is consistent with the FBCSA.

Contract: For purposes of these by-laws, all purchasers of interment or scattering rights, or other cemetery supplies and services must receive a copy of the contract they and the cemetery operator have signed detailing the obligations of both parties, and acknowledging receipt and acceptance of the cemetery by-laws, a copy of the Consumer Information Guide and the Price List.

Corporation: The Corporation of the Township of Assiginack.

Grave: : (Also known as a Lot) means any inground burial space intended for the interment of a child, adult or cremated human remains.

Interment Right: The right to require or direct the interment of human remains or cremated human remains in a grave, lot, niche, or crypt and to authorize the installation of a monument or marker.

Interment Rights Certificate: The document issued by the cemetery operator to the purchaser once the interment rights to a specific lot have been paid in full, identifying ownership and authority over those specific interment rights.

Interment Rights Holder: Any person designated to hold the right to inter human remains in a specified grave or niche. They may be the person named in the Interment Rights Certificate or such other person to whom the rights have been assigned.

Marker: Any permanent memorial structure that is set flush and level with the ground and used to mark the location of a burial in a grave.

Monument: Any permanent memorial projecting above the ground and installed within the designated space to mark the location of a burial in a grave.

Niche: A unit in a columbarium purchased for the interment of human ashes.

Plot: For the purposes of these by-laws, a plot is a parcel of land, where interment rights are sold as a single unit and may contain multiple graves.

Vault: The sealed outer container of sufficient strength to permit burial and remain intact. The container must be of a size to permit burial within the size of the grave.

2. GENERAL INFORMATION

2.1 HOURS OF OPERATION

Visitation Hours: 7:30 a.m. until 8:00 p.m.

Office Hours: 8:00 a.m. until 5:00 p.m. Monday through Friday.

Burial Hours: Monday through Saturday 9:30 a.m. until 2:30 p.m., by appointment Monday through Saturday after 2:30pm, Sundays and Holidays, by special arrangement and additional charges will apply.

Seasonal Operations: Inground interments will only be permitted in Hilly Grove Cemetery from May 1st to November 30th annually. No inground interments will be permitted outside of these dates without prior written approval of the Corporation.

2.2 GENERAL CONDUCT

The Corporation reserves full control over the cemeteries operations and management of land within the cemetery grounds.

No person shall damage, remove, destroy, or deface any property within a cemetery.

All visitors should conduct themselves in a quiet manner that shall not disturb any service being held.

2.3 BY-LAW AMENDMENTS

The cemeteries shall be governed by these by-laws and all procedures will comply with the Funeral, Burial and Cremation Services Act, 2002 and Ontario Regulation 30/11 which may be amended periodically.

All by-law amendments must be:

- a) Published once in a newspaper with general circulation in the municipality in which the cemetery is located;
- b) Conspicuously posted on a sign at the entrance of the cemetery and;

- c) Delivered to each supplier of markers who has delivered a marker to the cemetery in the previous 12 months if the by-law amendment pertains to markers or their installation.

All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA, BAO

2.4 LIABILITY

The Cemetery operator, the Corporation nor the Cemetery Specialist will not be held liable for any loss or damage, without limitation (including damage by the elements, acts of God or vandals) to any grave, plot, niche, marker or monument or other article that has been placed in relation to an interment, save and except for direct loss or damage by gross negligence of the cemetery.

2.5 PUBLIC REGISTER

Provincial legislation, Section 110 of Ontario Regulation 30/11 requires all cemeteries and crematoriums to maintain a public register that is available to the public during regular office hours.

2.6 PETS OR OTHER ANIMALS

Pets or other lower animals, including cremated animal remains are not allowed to be buried or scattered on cemetery grounds.

2.7 RIGHT TO RE-SURVEY

The cemetery has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways, or roads, alter in shape or size, or otherwise change all or any part of the cemetery, subject to the approval of the appropriate authorities.

3. INTERMENT RIGHTS

Purchasers of interment rights only acquire the right to direct burial of human remains or cremated human remains, the installation of monuments, markers, and inscriptions, subject to the conditions set out in the cemetery by-laws. In accordance with cemetery by-laws, no interment or installation of any monument or marker is permitted until the interment rights have been paid in full. An Interment Rights Certificate will be issued to the Interment Rights Holder when payment has been made in full. The purchase of interment rights is not a purchase of Real Estate or Real Property. An interment rights holder wishing to resell their interment rights must advise the cemetery of their wish to transfer these rights.

3.1 CANCELLATION OF INTERMENT RIGHTS WITHIN 30 DAYS (COOLING OFF PERIOD)

A purchaser has the right to cancel an interment contract within 30 days of signing the interment rights contract, by providing written notice of the cancellation to the cemetery. The cemetery will refund all monies paid by the purchaser within 30 days from the date of the request for cancellation.

Upon receiving written notice from the purchaser of interment rights, the cemetery will cancel the contract and issue a refund to the purchaser for the amount paid for the interment rights. The

refund will be made within 30 days of receiving the written notice. If the interment rights certificate has been issued to the rights holder, it must be returned to the cemetery along with the written notice of cancellation.

3.2 CANCELLATION / RESALE OF INTERMENT RIGHTS AFTER 30 DAYS

Upon receiving written notice from the purchaser of interment rights, the cemetery will cancel the contract and issue a refund to the purchaser for the amount paid for the interment rights. The refund will be made within 30 days of receiving the written notice. If the interment rights certificate has been issued to the rights holder, it must be returned to the cemetery along with the written notice of cancellation.

If any portion of the interment rights has been exercised, the purchaser or the interment rights holder are not entitled to cancel the contract.

The rights may also be transferred (sold) to a third party, as long as the transfer is conducted through the Cemetery Specialist, the transferee meets the requirement as outlined in these by-laws and any transfer fee is equal to or less than the current price on the cemetery price list. Subject to Administrative Fees.

3.3 RESALE AFTER 30 DAY COOLING OFF PERIOD

The interment rights holder, intending to sell their rights shall provide the following documents to the cemetery so that the operator can confirm the ownership of the rights and provide the third party purchaser with the required certificate etc.:

- a) An Interment Certificate endorsed by the current holder
- b) A statement of the number of graves that have been used in the plot and the number of interments (burial or cremated human remains) remaining
- c) Any other documentation in the possession of the current holder pertaining to the interment rights

3.4 The third party purchaser or Transferee will be provided with the following documents by the Cemetery:

- a) An interment Rights Certificate, complete with a written statement of the number of graves remaining for burials or cremated human remains available
- b) A copy of the cemetery's current by-laws
- c) A copy of the cemetery's current price list
- d) Any other documentation relating to the rights

3.5

The Cemetery will require:

- a) A statement signed by the current rights holder wishing to sell the Interment Rights acknowledging the sale of the Interment Rights to the third party purchaser
- b) Confirmation that the person selling the Interment Rights is the person registered with the Cemetery proving that they have the right to resell the Interment Rights
- c) Record the date of transfer of the Interment Rights to the third party purchaser

- d) Record the name and address of the third party purchaser
- e) A statement of any money owing to the Cemetery in respect to the Interment Rights

***Transfer of Interment Rights**

If the rights holder transfers the rights to another person for no consideration (no money), the same obligations described above apply, with necessary modifications, to the rights holder and the transferee.

3.7

Once the endorsed certificate and all the required information has been received by the cemetery, it will issue a new certificate of Interment Rights to the third party purchaser.

The Cemetery charges a \$75.00 Administrative Fee for the issuance of a new or duplicate certificate due to a resale, transfer of Interment Rights request, or by bequeathment in accordance with the price listed on the cemetery's current price list.

3.8 CARE AND MAINTENANCE FUND CONTRIBUTIONS

It is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold; and prescribed amounts for monuments and markers is contributed into the care and maintenance fund. Income from this fund is used to provide only general care and maintenance of the cemetery. Contributions to this fund are not refundable except when interment rights are cancelled within the 30 day cooling off period.

4. BURIAL OR INTERMENT OF CREMATED HUMAN REMAINS

4.1.1

Interment Rights Holders must provide written authorization prior to interment taking place. Should the Interment Rights Holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the rights holder, such as a personal representative, estate trustee, Executor or designated next of kin.

4.1.2

A burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the province, must be provided to the cemetery office prior to burial taking place. A Certificate of Cremation must be submitted prior to the interment of cremated human remains taking place.

4.1.3

In accordance with the FBCSA, the purchaser of interment must enter into a cemetery contract, providing such information as may be required by the cemetery for the completion of the contract and the public register prior to each burial or interment of cremated human remains.

4.1.4

Payment must be made to the cemetery before an interment can take place.

4.1.5

The cemetery shall be given 72 hours of notice, 24 hours of which must be normal hours of operation.

4.1.6

The opening and closing of graves may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery.

4.1.7

Cremated human remains are not permitted to be scattered in any cemetery owned and operated by The Corporation of the Township of Assiginack.

4.1.8

Human Remains may be disinterred from a grave provided that the written consent of the Interment Rights Holder has been received by the Cemetery and prior notification of the Medical Officer of Health. A certificate from the medical officer of health must be received by the cemetery before the removal of casketed human remains may take place. A certificate is not required for the removal of cremated remains. In special circumstances, the removal of human remains may also be ordered by certain public officials without the consent of the Interment Rights Holder or next of kin.

4.1.9

Not more than one casket burial or four interments of cremated human remains, or a single burial and up to three cremated human remains may be made in any single grave, only two cremation urns per niche.

4.1.10

An infant burial in a casket not exceeding 60cm(23 ½”) by 30 cm(12”) is allowed at the foot or head of a single grave, provided that in the opinion of the cemetery specialist, space exists.

4.1.11

All remains to be interred must be enclosed in a container, such as a casket or an urn sealed securely and of sufficient strength to permit burial with the container remaining intact. The container must be of a size to permit interment within the confines of the grave or not to exceed the interior measurements of 12.5” x 12.5” x 14” for two cremation urns for each niche.

4.1.12

The cemetery specialist or other employee of the corporation shall be in attendance at each interment.

5.0 MEMORIALIZATION

5.1

No memorial or other structure shall be erected or permitted on a grave until a Monument Installation Contract has been signed by the interment rights holder and the monument company and all charges have been paid in full.

5.2

No monument, footstone, marker, or memorial of any description shall be placed, moved, altered, or removed without permission from the cemetery specialist.

5.3

Minor scraping of the monument base of an upright monument due to grass and lawn maintenance is considered to be normal wear.

5.4

The cemetery and its specialist will take reasonable precautions to protect the graves and plots of interment rights holders, but it assumes no liability for the loss of, or damage to any monument, marker or other structure or part thereof.

5.5

The cemetery and its specialist reserve the right to determine the maximum size of monuments, their number, and location on each grave or plot. They may not be of a size that would interfere with any future interments.

5.6

All monuments must be placed on a foundation suitable for the monument, to the satisfaction of the cemetery specialist.

5.7

Should any monument or marker present a risk to public safety because it has become unstable, the cemetery operator shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy so as to remove the risk.

5.8

The cemetery reserves the right to remove at its sole discretion any marker, monument or inscription which is not in keeping with the dignity and decorum of the cemetery as determined by the corporation.

5.9

A monument or other structure shall be erected only after the specific design plans have been submitted to the cemetery specialist, including dimensions, foundation, material of structure, construction details and proposed location.

5.10

The minimum thickness for flat markers including footstones is 10 cm(4").

5.11

All monuments and markers shall be constructed of bronze, granite, or marble, wooden crosses are not permitted in the cemetery.

5.14

No monument shall be delivered to the cemetery for installation until the monument foundation has been completed and the interment rights holder and/or retailer/contractor have notified the cemetery specialist and received his approval.

5.15

Markers and footstones of bronze or granite are permitted with size and quantity restrictions according to cemetery by-laws and the placement of such memorials shall not interfere with future interments.

5.16

Single Grave Maximum:

One headstone, one footstone and four cornerstones may be installed on a single grave. The maximum size a monument may be is a height of 70 cm(30") and a width of 76cm(30"). A flat marker is permitted to mark cremation interments in the gravesite.

5.17

Double Grave Plot Maximum: One headstone, two footstones and four cornerstones may be installed. The maximum size a monument may be is a height of 1.2 meters(48") and a width of 1.5 meters(60"). A flat marker is permitted to mark cremation interments in the gravesite.

5.18

Created Human Remain Maximum:

Each cremated human remains grave may be marked on the ground with one flat marker, placed flush with the ground. Maximum size shall not exceed 65 cm(25 ½") by 65 cm(25 ½").

5.19

Monuments must be placed at the center of the head end of the plot except where alignment with existing nearby monuments justifies another location. Approval of the location must be obtained from the cemetery before a monument is set.

6. CARE AND PLANTING

6.1

A portion of the price of interment or scattering rights is trusted into the Care and Maintenance Fund. The income generated from this fund is used to maintain, secure and preserve the cemetery grounds and markers. Services that can be provided through this fund include:

- Re-levelling and sodding or seeding of Lots or scattering grounds
- Maintenance of cemetery roads, sewers, and water systems
- Maintenance of perimeter walls and fences
- Maintenance of cemetery landscaping
- Maintenance of mausoleum and columbarium
- Repairs and general upkeep of cemetery maintenance buildings and equipment

6.2

No person other than cemetery staff shall remove any sod or in any other way change the surface of a grave or plot in the cemetery.

6.3

No person shall plant trees, shrubs, flowers or create a flower bed on any grave or plot in the cemetery.

6.4

Flowers placed on a grave for a funeral shall be removed by the cemetery staff after a reasonable time to protect the sod and maintain the appearance of the cemetery.

7.0 ITEMS THAT ARE PROHIBITED

7.1

The cemetery reserves the right to regulate the articles placed on graves or Plots that may pose a threat to the safety of all interment rights holders, visitors to the cemetery and cemetery employees, prevents the cemetery from performing general cemetery operations or are not in keeping with the respect and dignity of the cemetery. Prohibited articles will be removed and disposed of without notification.

7.2

The cemetery reserves the right to remove all flowers, potted plants, wreaths, and baskets of flowers when they become withered or unsightly, or for any other reason such removals are in the best interest of the cemetery. No decorations are permitted at the foot marker.

Artificial flowers are permitted, provided that they are properly maintained and not detrimental to the general maintenance of the cemetery.

Cut flowers are allowed on all graves but must be placed in receptacles. The receptacle must be set in the ground with the top even with the surface of the ground and covered when not in use or a vase installed on the monument base by the monument installer

Artificial freestanding wreaths are prohibited. Monument saddles may be placed on monuments. Placing of artificial flowers is permitted in approved containers, all artificial flowers will be removed by November 1st of each year.

8.0 CONTRACTOR/MONUMENT DEALER BY-LAWS

Any contract work to be performed in the cemetery requires the written approval of the interment rights holder and the cemetery specialist before the work may begin. Work which requires approval includes, but is not limited to landscaping, delivery of monuments and markers, proof of all applicable government approvals and permits, and the location of all work to be performed. It is the responsibility of all contractors to report to the cemetery office and provide the necessary approvals before commencing work at any location on the cemetery property. Prior to the commencement of work, the contractor must provide proof of WSIB coverage and evidence of

liability insurance of not less than 2 million dollars. Proof of Occupational Health and Safety and WHMIS and environmental protection best practices may also be required.

All cemetery by-laws apply to all contractors and all work carried out by contractors within the cemetery grounds.

Contractors, monument dealers and suppliers shall not enter the cemetery unless approval has been granted by the cemetery specialist.

No work will be performed at the cemetery except during the regular hours of the cemetery.

Contractors will temporarily cease all operations if they are working within 100 meters(300') of a funeral until the conclusion of the service.

Contractors, monument dealers and suppliers shall lay wooden planks on graves and paths over which heavy materials are to be moved in order to protect the surface from damage.

9. GIFTS TO THE CEMETERY

The corporation gratefully accepts donations to the cemetery.

10. RULES FOR VISITORS

Any person disturbing the quiet and good order of the cemetery by noise or other improper conduct or who violates these by-laws may be expelled from the grounds.

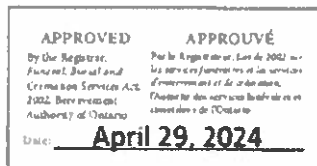
Children under the age of 12 are welcome in the cemetery when accompanied by an adult who shall be responsible for their good conduct and safety.

Drivers who damage the cemetery shall be held responsible for the cost of any repairs.

No dogs or other pets shall be allowed in the cemetery.

Any person who damages or moves any plant, marker, fence, or structure placed in the cemetery without the approval of the corporation shall be liable for damages which will be the amount required to restore the cemetery to the state it was in before the damage.

Complaints are to be made to the cemetery office.



RECEIVED

APR 18 2024

APPLICATION TO THE COUNCIL OF THE TOWNSHIP OF ASSIGINACK

For the adjustment of taxes for the year 2024, for the Property described as:

Roll [redacted] Legal Description: [redacted]

Under Section 357 (✓) or 358 () of the Municipal Act, 2001. Application #

Owner: Michael and Brenda Gibbons

Mailing Address: [redacted]

Telephone: [redacted]

Name of Applicant: Michael Gibbons

Mailing Address: Same as above.

Telephone: Same as above.

REASON FOR APPLICATION (please check appropriate circumstance)

- Ceased to be liable to be taxed 357(1a) ()
Became exempt 357 (1c) ()
Fire / Damage 357 (d) ()
Mobile home was removed 357 (e) (✓)
Gross or manifest Error 357 (f) ()
Repairs / Renovations 357 (g) ()

Details of Application: Mobile home was removed from the property on APRIL 15 2024

Applicant's signature and Date: [Signature] APRIL 18/2024

.....

RECEIVED
JUN 18 2024

Greetings Mr. Hobbs,

I am writing to you today to request a letter stating the Township's consideration of another lot on High Falls Road. My previous severance application had a condition attached to it by you, the CAO of the Assiginack Township, that I would be unable to sever another lot due to the road condition being unable to accommodate the additional traffic.

As of today, June 17 2024, the road has had some serious work completed by your Township to bring it to a standard that would be more than acceptable to provide for the addition of one more lot to the road. Further, I believe adding a new ratepayer to the road would help the Township to assuage the cost of maintenance for the road. As well as bring economic development and additional housing to the Township.

Please let me know your thoughts on the matter. I have attached a copy of the application I intend to bring to the Manitoulin Planning Board for your review. I would like to have a letter from you stating the willingness of the Township to consider the severance previous to bringing it before the Board.

Thank you,

Ryan Yiu

[REDACTED]
[REDACTED]

THE CORPORATION OF THE TOWNSHIP OF ASSIGNACK

BY-LAW # 2024-09

**BEING A BY-LAW OF THE CORPORATION OF THE TOWNSHIP OF ASSIGNACK
TO AUTHORIZE AN AGREEMENT WITH THE ASSOCIATION OF MUNICIPALITIES
OF ONTARIO (AMO) FOR THE CANADA-COMMUNITY BUILDING FUND.**

WHEREAS authority is found in Section 8 of the Municipal Act, R.S.O. 2011, c.25, as amended;

AND WHEREAS Section 5 (3) of the Municipal Act, R.S.O. 2011, 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 Assignack deems it beneficial to the community to enter into this agreement.

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

1. **THAT** we enter the Agreement, attached to and forming part of this by-law.
2. **THAT** this by-law shall come into force and take effect upon the third and final reading.

Read a **FIRST** and **SECOND TIME**, this ____ day of _____, 2024.

Read and **THIRD** and **FINAL TIME** and enacted in Open Council, this ____ day of _____, 2024.

Mayor: Brenda Reid

Seal

Clerk: Heidi Ferguson

**MUNICIPAL FUNDING AGREEMENT
ON THE CANADA COMMUNITY-BUILDING FUND**

BETWEEN:

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

(referred to herein as "**AMO**")

AND:

THE TOWNSHIP OF ASSIGINACK

(a municipal corporation pursuant to the *Municipal Act, 2001*, referred to herein as the "**Recipient**")

WHEREAS the Government of Canada, the Government of Ontario, AMO, and the City of Toronto are signatories to the Administrative Agreement on the Canada Community-Building Fund effective April 1, 2024 (the "**Administrative Agreement**"), which governs the transfer and use of the Canada Community-Building Fund ("**CCBF**") in Ontario;

AND WHEREAS AMO is responsible for the administration of CCBF funding made available to all Municipalities in Ontario – except the City of Toronto – under the Administrative Agreement, and will therefore undertake (and require the Recipient to undertake) certain activities as set out in this Agreement;

AND WHEREAS the Recipient wishes to enter into this Agreement to access CCBF funding;

NOW THEREFORE the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 **Definitions.** For the purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

“Annual Report” means the duly completed report to be prepared and delivered to AMO as described in Section 6.1.

“Asset Management” is a principle/practice that includes planning processes, approaches, plans, or related documents that support an integrated lifecycle approach to the effective stewardship of infrastructure assets to maximize benefits and effectively manage risk.

“Canada” means the Government of Canada, as represented by the Minister of Housing, Infrastructure and Communities.

“Canada Community-Building Fund” or “CCBF” means the program established under section 161 of the *Keeping Canada's Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by section 233 of the *Economic Action Plan 2013 Act, No. 1*, S.C. 2013, c. 33, as the Gas Tax Fund and renamed the Canada Community-Building Fund in section 199 of *Budget Implementation Act, 2021, No. 1*.

“Contract” means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.

“Eligible Expenditure” means an expenditure described as eligible in Schedule B or deemed eligible by Canada in accordance with Section 4.2.

“Eligible Investment Category” means an investment category listed in Schedule A or deemed eligible by Canada in accordance with Section 3.2.

“Eligible Project” means a project that fits within an Eligible Investment Category.

“Event of Default” has the meaning given to it in Section 13.1 of this Agreement.

“Funds” mean the funds made available to the Recipient through the CCBF or any other source of funding as determined by Canada. Funds are made available pursuant to this Agreement and includes any interest earned on the said Funds. Funds transferred to another Municipality in accordance with Section 5.3 of this Agreement are to be treated as Funds by the Municipality to which the Funds are transferred; and Funds transferred to a non-municipal entity in accordance with Section 5.4 of this Agreement shall remain as Funds under this Agreement for all purposes and the Recipient shall continue to be bound by all provisions of this Agreement with respect to such transferred Funds.

“Housing Needs Assessment” or **“HNA”** means a report informed by data and research describing the current and future housing needs of a Municipality or community according to guidance provided by Canada.

“Ineligible Expenditures” means those expenditures described as ineligible in Schedule C or deemed ineligible by Canada in accordance with Section 4.2.

“Infrastructure” means tangible capital assets that are primarily for public use or benefit in Ontario – whether municipal or regional, and whether publicly or privately owned.

“Lower-Tier Municipality” means a Municipality that forms part of an Upper-Tier Municipality for municipal purposes, as defined under the *Municipal Act, 2001*, S.O. 2001, c. 25.

“Municipal Fiscal Year” means the period beginning January 1st of a year and ending December 31st of the same year.

“Municipality” and **“Municipalities”** means every municipality as defined under the *Municipal Act, 2001*, S.O. 2001, c. 25.

“Non-Municipal Transfer By-law” means a by-law passed by Council of the Recipient pursuant to Section 5.4 of this Agreement.

“Parties” means AMO and the Recipient.

“Prior Agreement” means the municipal funding agreement for the transfer of federal gas tax funds entered into by AMO and the Recipient, effective April 2014 and with an expiry date of March 31, 2024.

“Single-Tier Municipality” means a Municipality, other than an Upper-Tier Municipality, that does not form part of an Upper-Tier Municipality for municipal purposes, as defined under the *Municipal Act, 2001*, S.O. 2001 c. 25.

“Third Party” means any person or legal entity, other than the Parties to this Agreement, who participates in the implementation of an Eligible Project by means of a Contract.

“Transfer By-law” means a by-law passed by Council of the Recipient pursuant to Section 5.3 of this Agreement.

“Unspent Funds” means the amount reported as unspent by the Recipient as of December 31, 2023 in the Recipient's 2023 Annual Report (as defined under the Prior Agreement).

“Upper-Tier Municipality” means a Municipality of which two or more Lower-Tier Municipalities form part for municipal purposes, as defined under the *Municipal Act, 2001*, S.O. 2001 c. 25.

1.2 Interpretations

- a) **“Agreement”** refers to this agreement as a whole, including the cover and execution pages and all of the schedules hereto, and all amendments made hereto in accordance with the provisions hereof.
- b) The words **“herein”**, **“hereof”** and **“hereunder”** and other words of similar import refer to this Agreement as a whole and not any particular schedule, article, section, paragraph or other subdivision of this Agreement.
- c) The term **“including”** or **“includes”** means including or includes (as applicable) without limitation or restriction.
- d) Any reference to a federal or provincial statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.

2. TERM OF THE AGREEMENT

- 2.1 **Term.** Subject to any extension or termination of this Agreement or the survival of any of the provisions of this Agreement pursuant to the provisions contained herein, this Agreement shall come into effect as of April 1, 2024 up to and including March 31, 2034.
- 2.2 **Review.** This Agreement will be reviewed by AMO by June 30, 2027.
- 2.3 **Amendment.** This Agreement may be amended at any time in writing as agreed to by AMO and the Recipient.
- 2.4 **Notice.** Any of the Parties may terminate this Agreement on two (2) years written notice.
- 2.5 **Prior Agreement.** The Parties agree that the Prior Agreement, including Section 15.5 thereof, is hereby terminated. Notwithstanding the termination of the Prior Agreement, including Section 15.5, the reporting and indemnity obligations of the Recipient thereunder with respect to expended Funds governed by the Prior Agreement as set forth in Sections 5, 7, 10.3, 10.4 and 10.5 of the Prior Agreement shall survive the said termination.

3. ELIGIBLE PROJECTS

- 3.1 **Eligible Projects.** Eligible Projects are those that fit within an Eligible Investment Category. Eligible Investment Categories are listed in Schedule A.
- 3.2 **Discretion of Canada.** The eligibility of any investment category not listed in Schedule A is solely at the discretion of Canada.
- 3.3 **Recipient Fully Responsible.** The Recipient is fully responsible for the completion of each Eligible Project in accordance with Schedule A and Schedule B.

4. ELIGIBLE EXPENDITURES

- 4.1 **Eligible Expenditures and Ineligible Expenditures.** Eligible Expenditures are described in Schedule B. Ineligible Expenditures are described in Schedule C.
- 4.2 **Discretion of Canada.** The eligibility of any item not listed in Schedule B or Schedule C to this Agreement is solely at the discretion of Canada.
- 4.3 **Reasonable Access.** The Recipient shall allow AMO and Canada reasonable and timely access to all documentation, records and accounts and those of their respective agents or Third Parties related to the receipt, deposit and use of Funds and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by AMO or Canada or their respective designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Agreement.
- 4.4 **Retention of Receipts.** The Recipient will keep proper and accurate accounts and records of all Eligible Projects including invoices and receipts for Eligible Expenditures for at least six (6) years after the completion of the project.
- 4.5 **Contracts.** The Recipient will award and manage all Contracts in accordance with its relevant policies and procedures and, if applicable, in accordance with any domestic or international trade agreements, and all other applicable laws. The Recipient will ensure any of its Contracts for the supply of services or materials to implement its responsibilities under this Agreement will be awarded in a way that is transparent, competitive, consistent with value for money principles and pursuant to its adopted procurement policy.

5. FUNDS

- 5.1 **Use of Funds.** The Recipient acknowledges and agrees the Funds are intended for and shall be used only for Eligible Expenditures in respect of Eligible Projects.

- 5.2 **Unspent Funds.** Any Unspent Funds, and any interest earned thereon, will be subject to the terms and conditions of this Agreement, and will no longer be governed by the terms and conditions of the Prior Agreement.
- 5.3 **Transfer of Funds to a Municipality.** Where a Recipient decides to allocate and transfer Funds to another Municipality (the “Transferee Municipality”):
- a) The allocation and transfer shall be authorized by a Transfer By-law. The Transfer By-law shall be passed by the Recipient's council and submitted to AMO as soon thereafter as practicable. The Transfer By-law shall identify the Transferee Municipality and the amount of Funds the Transferee Municipality is to receive for the Municipal Fiscal Year(s) specified in the Transfer By-law.
 - b) The Recipient is still required to submit an Annual Report in accordance with Section 6.1 hereof with respect to the Funds transferred.
 - c) No transfer of Funds pursuant to this Section 5.3 shall be effected unless and until the Transferee Municipality has either (i) entered into an agreement with AMO on substantially the same terms as this Agreement, or (ii) has executed and delivered to AMO a written undertaking to assume all of the Recipient's obligations under this Agreement with respect to the Funds transferred, such as undertaking in a form satisfactory to AMO.
- 5.4 **Transfer of Funds to a Non-Municipal Entity.** Where a Recipient decides to support an Eligible Project undertaken by a non-municipal entity (whether a for profit, non-governmental, or not-for profit organization):
- a) The provision of such support shall be authorized by a Transfer By-law (a “Non-Municipal Transfer By-law”). The Non-Municipal Transfer By-law shall be passed by the Recipient's council and submitted to AMO as soon as practicable thereafter. The Non-Municipal Transfer By-law shall identify the non-municipal entity, and the amount of Funds the non-municipal entity is to receive for that Eligible Project.
 - b) The Recipient shall continue to be bound by all the provisions of this Agreement notwithstanding any such transfer.
 - c) No transfer of Funds pursuant to this Section 5.4 shall be effected unless and until the non-municipal entity receiving the Funds has executed and delivered to AMO a written undertaking to assume all of the Recipient's obligations under this Agreement with respect to the Funds transferred, in a form exclusively satisfactory to AMO.
- 5.5 **Payout of Funds.** Subject to Sections 5.14 and 5.15, AMO will transfer Funds twice yearly, on or before the dates agreed upon by Canada and AMO.

- 5.6 **Deposit of Funds.** The Recipient will deposit the Funds in:
- a) An interest-bearing bank account; or
 - b) An investment permitted under:
 - i. The Recipient's investment policy; and
 - ii. Provincial legislation and regulation.
- 5.7 **Interest Earnings and Investment Gains.** Interest earnings and investment gains will be:
- Proportionately allocated to the CCBF when applicable; and
 - Applied to Eligible Expenditures for Eligible Projects.
- 5.8 **Funds Advanced.** Funds shall be spent (in accordance with Sections 3 and 4) or transferred (in accordance with Sections 5.3 or 5.4) within five (5) years after the end of the year in which Funds were received. Unexpended Funds shall not be retained beyond such five (5) year period without the documented consent of AMO. AMO reserves the right to declare that unexpended Funds after five (5) years become a debt to Canada which the Recipient will reimburse forthwith on demand to AMO for transmission to Canada.
- 5.9 **Expenditure of Funds.** The Recipient shall expend all Funds by December 31, 2038.
- 5.10 **HST.** The use of Funds is based on the net amount of harmonized sales tax to be paid by the Recipient net of any applicable tax rebates.
- 5.11 **Limit on Canada's Financial Commitments.** The Recipient may use Funds to pay up to one hundred percent (100%) of Eligible Expenditures of an Eligible Project.
- 5.12 **Federal Funds.** The Recipient agrees that any Funds received will be treated as "federal funds" for the purpose of other federal infrastructure programs.
- 5.13 **Stacking.** If the Recipient is receiving federal funds under other federal infrastructure programs in respect of an Eligible Project to which the Recipient wishes to apply Funds, the maximum federal contribution limitation set out in any other federal infrastructure program agreement made in respect of that Eligible Project shall continue to apply.
- 5.14 **Withholding Payment.** AMO may, in its exclusive discretion, withhold Funds where the Recipient is in default of compliance with any provisions of this Agreement.
- 5.15 **Insufficient Funds Provided by Canada.** Notwithstanding the provisions of Section 2, if Canada does not provide sufficient funds to continue the Funds for any Municipal

Fiscal Year during which this Agreement is in effect, AMO may immediately terminate this Agreement on written notice to the Recipient.

6. REPORTING REQUIREMENTS

- 6.1 **Annual Report.** The Recipient shall submit a report to AMO by April 30th each year, or as otherwise notified by AMO. The report shall be submitted in an electronic format deemed acceptable by AMO and shall contain the information described in Schedule D.
- 6.2 **Project List.** The Recipient shall ensure that projects are reported in advance of construction. Information required is as noted in Section 2.3 of Schedule E.

7. ASSET MANAGEMENT

- 7.1 **Implementation of Asset Management.** The Recipient will develop and implement an Asset Management plan, culture, and methodology in accordance with legislation and regulation established by the Government of Ontario (e.g., O. Reg. 588/17).
- 7.2 **Asset Data.** The Recipient will continue to improve data describing the condition of, long-term cost of, levels of service provided by, and risks associated with infrastructure assets.

8. HOUSING NEEDS ASSESSMENT

- 8.1 **Requirement.** While an HNA is encouraged for all Municipalities, the Recipient must complete a HNA if it had a population of 30,000 or more on the 2021 Census of Canada and is a Single-Tier Municipality or a Lower-Tier Municipality.
- 8.2 **Content of the HNA.** The Recipient will prepare the HNA in accordance with the guidance provided from time to time by Canada.
- 8.3 **Use of HNA.** The Recipient is expected to prioritize projects that support the growth of the housing supply. The HNA is to be used by Municipalities to prioritize, where possible, Infrastructure or capacity building projects that support increased housing supply where it makes sense to do so.
- 8.4 **Publication of the HNA.** The Recipient will publish the HNA on its website.
- 8.5 **HNA reporting requirements.** The Recipient will send to AMO by March 31, 2025, unless otherwise agreed upon:
- a) A copy of any HNA it is required to complete in accordance with Section 8.1; and

- b) The URL to the published HNA on the Recipient's website.

9. COMMUNICATIONS REQUIREMENTS

- 9.1 The Recipient will comply with all communication requirements outlined in Schedule E.

10. RECORDS AND AUDIT

- 10.1 **Accounting Principles.** All accounting terms not otherwise defined herein have the meanings assigned to them; all calculations will be made and all financial data to be submitted will be prepared in accordance with generally accepted accounting principles ("GAAP") in effect in Ontario. GAAP will include, without limitation, those principles approved or recommended for local governments from time to time by the Public Sector Accounting Board or the Chartered Professional Accountants of Canada or any successor institute, applied on a consistent basis.
- 10.2 **Separate Records.** The Recipient shall maintain separate records and documentation for the Funds and keep all records including invoices, statements, receipts, and vouchers in respect of Funds expended on Eligible Projects in accordance with the Recipient's municipal records retention by-law. Upon reasonable notice by AMO or Canada, the Recipient shall submit all records and documentation relating to the Funds for inspection or audit.
- 10.3 **External Auditor.** AMO or Canada may request, upon written notice to Recipient, an audit of Eligible Project(s) or Annual Report(s). AMO shall retain an external auditor to carry out an audit and ensure that any auditor who conducts an audit pursuant to this Agreement or otherwise, provides a copy of the audit report to the Recipient.

11. INSURANCE AND INDEMNITY

- 11.1 **Insurance.** The Recipient shall put in effect and maintain in full force and effect or cause to be put into effect and maintained for the term of this Agreement all the necessary insurance with respect to each Eligible Project, including any Eligible Projects with respect to which the Recipient has transferred Funds pursuant to Section 5 of this Agreement, that would be considered appropriate for a prudent Municipality undertaking similar Eligible Projects, including, where appropriate and without limitation, property, construction, and liability insurance, which insurance coverage shall identify Canada and AMO as additional insureds for the purposes of the Eligible Projects.
- 11.2 **Certificates of Insurance.** Throughout the term of this Agreement, the Recipient shall have a valid certificate of insurance that confirms compliance with the requirements

of Section 11.1. The Recipient shall produce such certificate of insurance on request, including as part of any AMO or Canada audit.

11.3 AMO Not Liable. In no event shall Canada or AMO be liable for:

- Any bodily injury, death or property damages to the Recipient, its employees, agents, or consultants or for any claim, demand or action by any Third Party against the Recipient, its employees, agents, or consultants, arising out of or in any way related to this Agreement; or
- Any incidental, indirect, special, or consequential damages, or any loss of use, revenue or profit to the Recipient, its employees, agents, or consultants arising out of any or in any way related to this Agreement.

11.4 Recipient to Compensate Canada. The Recipient will ensure that it will not, at any time, hold the Government of Canada, its officers, servants, employees or agents responsible for any claims or losses of any kind that the Recipient, Third Parties or any other person or entity may suffer in relation to any matter related to the Funds or an Eligible Project and that the Recipient will, at all times, compensate Canada, its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to CCBF funding or an Eligible Project.

11.5 Recipient to Indemnify AMO. The Recipient hereby agrees to indemnify and hold harmless AMO, its officers, servants, employees or agents (each of which is called an "Indemnatee"), from and against all claims, losses, damages, liabilities and related expenses including the fees, charges and disbursements of any counsel for any Indemnatee incurred by any Indemnatee or asserted against any Indemnatee by whomsoever brought or prosecuted in any manner based upon, or occasioned by, any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

- The Funds;
- The Recipient's Eligible Projects, including the design, construction, operation, maintenance, and repair of any part or all of the Eligible Projects;
- The performance of this Agreement or the breach of any term or condition of this Agreement by the Recipient, its officers, servants, employees, and agents, or by a Third Party, its officers, servants, employees, or agents; and
- Any omission or other wilful or negligent act of the Recipient or Third Party and their respective officers, servants, employees, or agents.

12. TRANSFER AND OPERATION OF MUNICIPAL INFRASTRUCTURE

- 12.1 **Reinvestment.** The Recipient will invest into Eligible Projects, any revenue that is generated from the sale, lease, encumbrance, or other disposal of an asset resulting from an Eligible Project where such disposal takes place within five (5) years of the date of completion of the Eligible Project.
- 12.2 **Notice.** The Recipient shall notify AMO in writing 120 days in advance and at any time during the five (5) years following the date of completion of an Eligible Project if it is sold, leased, encumbered, or otherwise disposed of.
- 12.3 **Public Use.** The Recipient will ensure that Infrastructure resulting from any Eligible Project that is not sold, leased, encumbered, or otherwise disposed of, remains primarily for public use or benefit.

13. DEFAULT AND TERMINATION

- 13.1 **Event of Default.** AMO may declare in writing that an Event of Default has occurred when the Recipient has not complied with any condition, undertaking or term in this Agreement. AMO will not declare in writing that an Event of Default has occurred unless it has first consulted with the Recipient. For the purposes of this Agreement, each of the following events shall constitute an "Event of Default":
- Failure by the Recipient to deliver in a timely manner an Annual Report or respond to questionnaires or reports as required;
 - Delivery of an Annual Report that discloses non-compliance with any condition, undertaking or material term in this Agreement;
 - Failure by the Recipient to co-operate in an external audit undertaken by Canada, AMO or their agents;
 - Delivery of an external audit report that discloses non-compliance with any condition, undertaking or term in this Agreement; and
 - Failure by the Recipient to expend Funds in accordance with the terms of this Agreement, including Section 5.8.
- 13.2 **Waiver.** AMO may withdraw its notice of an Event of Default if the Recipient, within thirty (30) calendar days of receipt of the notice, either corrects the default or demonstrates, to the satisfaction of AMO in its sole discretion that it has taken such steps as are necessary to correct the default.
- 13.3 **Remedies on Default.** If AMO declares that an Event of Default has occurred under Section 13.1, after thirty (30) calendar days from the Recipient's receipt of the notice

of an Event of Default, it may immediately terminate this Agreement or suspend its obligation to pay the Funds. If AMO suspends payment, it may pay suspended Funds if AMO is satisfied that the default has been cured.

- 13.4 **Repayment of Funds.** If AMO declares that an Event of Default has not been cured to its exclusive satisfaction, AMO reserves the right to declare that prior payments of Funds become a debt to Canada which the Recipient will reimburse forthwith on demand to AMO for transmission to Canada.

14. CONFLICT OF INTEREST

- 14.1 **No Conflict of Interest.** The Recipient will ensure that no current member of the AMO Board of Directors and no current or former public servant or office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from the Funds, the Unspent Funds, and any interest earned thereon, unless the provision of receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.

15. NOTICE

- 15.1 **Notice.** Any notice, information or document provided for under this Agreement will be effectively given if in writing and if delivered by hand, or overnight courier, mailed, postage or other charges prepaid, or sent by email to the addresses in Section 15.3. Any notice that is sent by hand or overnight courier service shall be deemed to have been given when received; any notice mailed shall be deemed to have been received on the eighth (8) calendar day following the day on which it was mailed; any notice sent by email shall be deemed to have been received on the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgment), provided that in the case of a notice sent by email, if it is not given on a business day before 4:30 p.m. Eastern Standard Time, it shall be deemed to have been given at 8:30 a.m. on the next business day for the recipient.
- 15.2 **Representatives.** The individuals identified in Section 15.3 of this Agreement, in the first instance, act as AMO's or the Recipient's, as the case may be, representative for the purpose of implementing this Agreement.
- 15.3 **Addresses for Notice.** Further to Section 15.1 of this Agreement, notice can be given at the following addresses:

- If to AMO:

Executive Director
Canada Community-Building Fund Agreement
Association of Municipalities of Ontario
155 University Avenue, Suite 800
Toronto, ON M5H 3B7

Telephone: 416-971-9856
Email: ccbf@amo.on.ca

- If to the Recipient:

Treasurer
The Township of Assiginack
P O Box 238, 156 Arthur St.
Manitowaning, ON P0P 1N0

16. MISCELLANEOUS

- 16.1 **Counterpart Signature.** This Agreement may be signed (including by electronic signature) and delivered (including by facsimile transmission, by email in PDF or similar format or using an online contracting service designated by AMO) in counterparts, and each signed and delivered counterpart will be deemed an original and both counterparts will together constitute one and the same document.
- 16.2 **Severability.** If for any reason a provision of this Agreement that is not a fundamental term is found to be or becomes invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.
- 16.3 **Waiver.** AMO may waive any right in this Agreement only in writing, and any tolerance or indulgence demonstrated by AMO will not constitute waiver of rights in this Agreement. Unless a waiver is executed in writing, AMO will be entitled to seek any remedy that it may have under this Agreement or under the law.
- 16.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario.
- 16.5 **Survival.** The Recipient agrees that the following sections and provisions of this Agreement shall extend for seven (7) years beyond the expiration or termination of this Agreement: Sections 4, 5.8, 5.9, 6.1, 11.4, 11.5, 12, 13.4 and 16.8.
- 16.6 **AMO, Canada and Recipient Independent.** The Recipient will ensure its actions do not establish or will not be deemed to establish a partnership, joint venture, principal-

agent relationship, or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient, between AMO and the Recipient, between Canada and a Third Party or between AMO and a Third Party.

- 16.7 **No Authority to Represent.** The Recipient will ensure that it does not represent itself, including in any agreement with a Third Party, as a partner, employee, or agent of Canada or AMO.
- 16.8 **Debts Due to AMO.** Any amount owed under this Agreement will constitute a debt due to AMO, which the Recipient will reimburse forthwith, on demand, to AMO.
- 16.9 **Priority.** In the event of a conflict, the part of this Agreement that precedes the signature of the Parties will take precedence over the Schedules.
- 16.10 **Complementarity.** The Recipient is to use the CCBF to complement, without replacing or displacing, other sources of funding for municipal infrastructure.
- 16.11 **Equity.** The Recipient is to consider Gender Based Analysis Plus (“**GBA+**”) lenses when undertaking a project.

17. SCHEDULES

- 17.1 This Agreement, including:

Schedule A	Eligible Investment Categories
Schedule B	Eligible Expenditures
Schedule C	Ineligible Expenditures
Schedule D	The Annual Report
Schedule E	Communications Requirements

constitute the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

18. SIGNATURES

IN WITNESS WHEREOF, AMO and the Recipient have respectively executed, and delivered this Agreement, effective April 1, 2024.

THE TOWNSHIP OF ASSIGINACK

By: _____

Name:	_____	Date	_____
Title:	_____		

Name:	_____	Date	_____
Title:	_____		

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

By: _____

Name:	_____	Date	_____
Title: Executive Director	_____		

Witness:	_____	Date	_____
Title:	_____		

SCHEDULE A: ELIGIBLE INVESTMENT CATEGORIES

1. **Broadband connectivity** – investments in the construction, material enhancement, or renewal of infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities.
2. **Brownfield redevelopment** – investments in the remediation or decontamination of a brownfield site within municipal boundaries – provided that the site is being redeveloped to construct a public park for municipal use, publicly owned social housing, or infrastructure eligible under another investment category listed in this schedule.
3. **Capacity-building** – investments that strengthen the Recipient's ability to develop long-term planning practices as described in Schedule B, item 2.
4. **Community energy systems** – investments in the construction, material enhancement, or renewal of infrastructure that generates energy or increases energy efficiency.
5. **Cultural infrastructure** – investments in the construction, material enhancement, or renewal of infrastructure that supports the arts, humanities, or heritage.
6. **Drinking water** – investments in the construction, material enhancement, or renewal of infrastructure that supports drinking water conservation, collection, treatment, and distribution systems.
7. **Fire halls** – investments in the construction, material enhancement, or renewal of fire halls and fire station infrastructure.
8. **Local roads and bridges** – investments in the construction, material enhancement, or renewal of roads, bridges, tunnels, highways, and active transportation infrastructure.
9. **Public transit** – investments in the construction, material enhancement, or renewal of infrastructure that supports a shared passenger transport system that is available for public use.
10. **Recreational infrastructure** – investments in the construction, material enhancement, or renewal of recreational facilities or networks.
11. **Regional and local airports** – investments in the construction, material enhancement, or renewal of airport-related infrastructure (excluding infrastructure in the National Airports System).
12. **Resilience** – investments in the construction, material enhancement, or renewal of built and natural infrastructure assets and systems that protect and strengthen the resilience

of communities and withstand and sustain service in the face of climate change, natural disasters, and extreme weather events.

13. **Short-line rail** – investments in the construction, material enhancement, or renewal of railway-related infrastructure for carriage of passengers or freight.
14. **Short-sea shipping** – investments in the construction, material enhancement, or renewal of infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean.
15. **Solid waste** – investments in the construction, material enhancement, or renewal of infrastructure that supports solid waste management systems (including the collection, diversion, and disposal of recyclables, compostable materials, and garbage).
16. **Sport infrastructure** – investments in the construction, material enhancement, or renewal of amateur sport infrastructure (facilities housing professional or semi-professional sports teams are ineligible).
17. **Tourism infrastructure** – investments in the construction, material enhancement, or renewal of infrastructure that attracts travelers for recreation, leisure, business, or other purposes.
18. **Wastewater** – investments in the construction, material enhancement, or renewal of infrastructure that supports wastewater and storm water collection, treatment, and management systems.

Note: Investments in health infrastructure (e.g., hospitals, long-term care facilities, convalescent centres, and senior centres) are not eligible.

SCHEDULE B: ELIGIBLE EXPENDITURES

Eligible Expenditures will be limited to the following:

1. **Infrastructure investments** – expenditures associated with acquiring, planning, designing, constructing, or renovating a tangible capital asset and any related debt financing charges specifically identified with that asset.
2. **Capacity-building costs** – for projects eligible under the capacity-building category only, expenditures associated with the development and implementation of:
 - Capital investment plans, integrated community sustainability plans, integrated regional plans, housing needs assessments, or asset management plans;
 - Studies, strategies, systems, software, third-party assessments, plans, or training related to asset management;
 - Studies, strategies, systems, or plans related to housing or land use;
 - Studies, strategies, or plans related to the long-term management of infrastructure; and
 - Other initiatives that strengthen the Recipient's ability to improve local and regional planning.
3. **Joint communications and signage costs** – expenditures directly associated with joint federal communication activities and with federal project signage.
4. **Employee costs** – the costs of the Recipient's employees for projects eligible under the capacity-building category only – provided that the costs, on an annual basis, do not exceed the lesser of:
 - 40% of the Recipient's annual allocation (i.e., the amount of CCBF funding made available to the Recipient by AMO under Section 5.5 of this Agreement); or
 - \$80,000.

SCHEDULE C: INELIGIBLE EXPENDITURES

The following are deemed Ineligible Expenditures:

1. **Costs incurred before the Fund was established** – project expenditures incurred before April 1, 2005.
2. **Costs incurred before categories were eligible** – project expenditures incurred:
 - Before April 1, 2014 – under the broadband connectivity, brownfield redevelopment, cultural infrastructure, disaster mitigation (now resilience), recreational infrastructure, regional and local airports, short-line rail, short-sea shipping, sport infrastructure, and tourism infrastructure categories; and
 - Before April 1, 2021 – under the fire halls category.
3. **Internal costs** – the Recipient's overhead costs (including salaries and other employment benefits), operating or administrative costs (related to planning, engineering, architecture, supervision, management, and other activities normally carried out by the Recipient's staff), and equipment leasing costs – except in accordance with Eligible Expenditures described in Schedule B.
4. **Rebated costs** – taxes for which the Recipient is eligible for a tax rebate and all other costs eligible for rebates.
5. **Land costs** – the purchase of land or any interest therein and related costs.
6. **Legal fees.**
7. **Routine repair or maintenance costs** – costs that do not result in the construction, material enhancement, or renewal of a tangible capital asset.
8. **Investments in health infrastructure** – costs associated with health infrastructure or assets (e.g., hospitals, long-term care facilities, convalescent centres, and senior centres).
9. **Investments in professional or semi-professional sports facilities** – costs associated with facilities used by professional or semi-professional sports teams.

SCHEDULE D: ANNUAL REPORT

The Annual Report may include – but is not necessarily limited to – the following information pertaining to the previous fiscal year:

1. **Financial information** – and particularly:
 - Interest earnings and investment gains – in accordance with Section 5.7;
 - Proceeds from the disposal of assets – in accordance with Section 12.1;
 - Outgoing transfers – in accordance with Sections 5.3 and 5.4;
 - Incoming transfers – in accordance with Section 5.3; and
 - Amounts paid – in aggregate for Eligible Expenditures on each Eligible Project.
2. **Project information** – describing each Eligible Project that started, ended, or was ongoing in the reporting year.
3. **Results** – and particularly:
 - Expected outputs and outcomes for each ongoing Eligible Project;
 - Outputs generated and outcomes achieved for each Eligible Project that ended construction in the reporting year; and
 - Housing outcomes resulting from each Eligible Project that ended construction in the reporting year, and specifically:
 - i. The number of housing units enabled, supported, or preserved; and
 - ii. The number of affordable housing units enabled, supported, or preserved.
4. **Other information** – such as:
 - Progress made in the development and implementation of asset management plans and systems; and
 - The impact of the CCBF on housing pressures tied to infrastructure gaps, the housing supply, and housing affordability.

SCHEDULE E: COMMUNICATIONS REQUIREMENTS

1. COMMUNICATIONS ACTIVITIES

- 1.1 **Scope.** The provisions of this Schedule apply to all communications activities related to any Funds and Eligible Projects.
- 1.2 **Definition.** Communications activities may include (but are not limited to) public or media events, news releases, reports, web articles, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, award programs, and multi-media products.

2. INFORMATION SHARING REQUIREMENTS

- 2.1 **Notification requirements.** The Recipient must report all active Eligible Projects to AMO in advance of construction each year. Reports must be submitted in an electronic format deemed acceptable by AMO.
- 2.2 **Active Eligible Projects.** Active Eligible Projects are those Eligible Projects that either begin in the current calendar year or are ongoing in the current calendar year.
- 2.3 **Information required.** The report must include, at a minimum, the name, category, description, expected outcomes, anticipated CCBF contribution, anticipated start date, and anticipated end date of each active Eligible Project.

3. PROJECT SIGNAGE REQUIREMENTS

- 3.1 **Installation requirements.** Unless otherwise approved by Canada, the Recipient must install a federal sign to recognize federal funding for each Eligible Project in accordance with design, content, and installation guidelines provided by Canada.
- 3.2 **Permanent signs, plaques, and markers.** Permanent signage, plaques, and markers recognizing municipal or provincial contributions to an Eligible Project must also recognize the federal contribution and must be approved by Canada.
- 3.3 **Responsibilities.** The Recipient is responsible for the production and installation of Eligible Project signage in accordance with Section 3 of this Schedule E, except as otherwise agreed upon.
- 3.4 **Reporting requirements.** The Recipient must inform AMO of signage installations in a manner determined by AMO.

4. DIGITAL COMMUNICATIONS REQUIREMENTS

- 4.1 **Social media.** AMO maintains accounts dedicated to the CCBF on several social media networks. The Recipient must @mention the relevant account when producing content that promotes or communicates progress on one or more Eligible Projects. AMO's CCBF-dedicated social media accounts are identified on www.buildingcommunities.ca.
- 4.2 **Websites and webpages.** Websites and webpages created to promote or communicate progress on one or more Eligible Projects must recognize federal funding using either:
- a) A digital sign; or
 - b) The Canada wordmark and the following wording (as applicable):
 - i. "This project is funded in part by the Government of Canada"; or
 - ii. "This project is funded by the Government of Canada".

The Canada wordmark or digital sign must link to www.infrastructure.gc.ca. Guidelines describing how this recognition is to appear and language requirements are posted at <http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>.

5. REQUIREMENTS FOR MEDIA EVENTS AND ANNOUNCEMENTS

- 5.1 **Definitions.** Media events and announcements include, but are not limited to, news conferences, public announcements, and the issuing of news releases to communicate the funding of Eligible Projects or achievement of key milestones (such as groundbreaking ceremonies, grand openings, and completions).
- 5.2 **Authority.** Canada, AMO, or the Recipient may request a media event or announcement.
- 5.3 **Notification requirements.** Media events and announcements must not proceed without the prior knowledge and agreement of AMO, Canada, and the Recipient.
- 5.4 **Notice.** The requester of a media event or announcement must provide at least fifteen (15) business days' notice to other parties of their intention to undertake such an event or announcement. If communications are proposed through a news release with no supporting event, Canada additionally requires five (5) business days with the draft news release to secure approvals and confirm the federal representative's quote.
- 5.5 **Date and location.** Media events and announcements must take place at a date and location that is mutually agreed to by the Recipient, AMO and Canada.

- 5.6 **Representatives.** The Recipient, AMO, and Canada will have the opportunity to participate in media events and announcements through a designated representative. Each Party will choose its own designated representative.
- 5.7 **Responsibilities.** AMO and the Recipient are responsible for coordinating all onsite logistics for media events and announcements unless otherwise agreed on.
- 5.8 **No unreasonable delay.** The Recipient must not unreasonably delay media events and announcements.
- 5.9 **Precedence.** The conduct of all joint media events, announcements, and supporting communications materials (e.g., news releases, media advisories) will follow the [Table of Precedence for Canada](#).
- 5.10 **Federal approval.** All joint communications material related to media events and announcements must be approved by Canada and recognize the funding of all contributors.
- 5.11 **Federal policies.** All joint communications material must reflect Canada's Policy on Official Languages and the Policy on Communications and Federal Identity.
- 5.12 **Equal visibility.** The Recipient, Canada, and AMO will have equal visibility in all communications activities.

6. PROGRAM COMMUNICATIONS

- 6.1 **Own communications activities.** The Recipient may include messaging in its own communications products and activities with regards to the use of Funds.
- 6.2 **Funding acknowledgements.** The Recipient must recognize the funding of all contributors when undertaking such activities.

7. OPERATIONAL COMMUNICATIONS

- 7.1 **Responsibilities.** The Recipient is solely responsible for operational communications with respect to the Eligible Projects, including but not limited to, calls for tender, construction, and public safety notices. Operational communications as described above are not subject to the federal official languages policy.
- 7.2 **Federal funding acknowledgement.** Operational communications should include, where appropriate, the following statement (as appropriate):
 - a) "This project is funded in part by the Government of Canada"; or
 - b) "This project is funded by the Government of Canada".

- 7.3 **Notification requirements.** The Recipient must share information promptly with AMO should significant emerging media or stakeholder issues relating to an Eligible Project arise. AMO will advise the Recipient, when appropriate, about media inquiries received concerning an Eligible Project.

8. COMMUNICATING SUCCESS STORIES

- 8.1 **Participation requirements.** The Recipient must work with Canada and AMO when asked to collaborate on communications activities – including, but not limited to, Eligible Project success stories (including positive impacts on housing), Eligible Project vignettes, and Eligible Project start-to-finish features.

9. ADVERTISING CAMPAIGNS

- 9.1 **Responsibilities.** The Recipient may, at its own cost, organize an advertising or public information campaign related to the use of the Funds or Eligible Projects, provided that the campaign respects the provisions of this Agreement.
- 9.2 **Notice.** The Recipient must inform Canada and AMO of its intention to organize a campaign no less than twenty-one (21) working days prior to the launch of the campaign.