

ADDENDUM



COUNCIL MEETING JANUARY 16th, 2018

➤➤ **ITEM I - ADDENDUM / ADDENDA:**

D) Planning / Planification

- D-1** Resolution to grant draft approval of a Plan of Subdivision Application No. SUBD 2017/03 made by B & S MORRISON EXCAVATING INC., as amended.

G) New Business / Affaires nouvelle

- G-9** Resolution to continue financial support to Les Filles d'Isabelle for assistance with their rental costs
- G-10** Resolution to authorize the Mayor and CAO to sign an Amending Lease Agreement for additional space with the WN Community Health Centre



The Corporation of the Municipality of West Nipissing
La Corporation de la Municipalité de Nipissing Ouest

Resolution No.

2018 /

JANUARY 16, 2018

Moved by / *Proposé par* :

Seconded by / *Appuyé par* :

WHEREAS Public Meetings of the West Nipissing Planning Advisory Committee were held on December 18, 2017 and on January 15, 2018, to consider draft approval of a Plan of Subdivision Application No. SUBD 2017/03 made by B & S MORRISON EXCAVATING INC. for subdivision of forty eight (48) lots on lands legally described as Part of Lot 4, Concession A, Geographic Township of Springer, now Municipality of West Nipissing, District of Nipissing;

AND WHEREAS public submissions were made and considered by the West Nipissing Planning Advisory Committee;

AND WHEREAS the West Nipissing Planning Advisory Committee has recommended to Council for the Municipality of West Nipissing that the Draft Plan, **as amended**, be approved, subject to certain conditions;

BE IT THEREFORE RESOLVED THAT draft plan of Subdivision, **as amended**, be granted for Subdivision Application No. SUBD 2017/03 made by B & S MORRISON EXCAVATING INC. for subdivision of forty eight (48) lots on lands legally described as Part of Lot 4, Concession A, Geographic Township of Springer, now Municipality of West Nipissing, District of Nipissing,, subject to the recommendation of the West Nipissing Planning Advisory Committee, attached hereto, including Schedule "A" thereto.

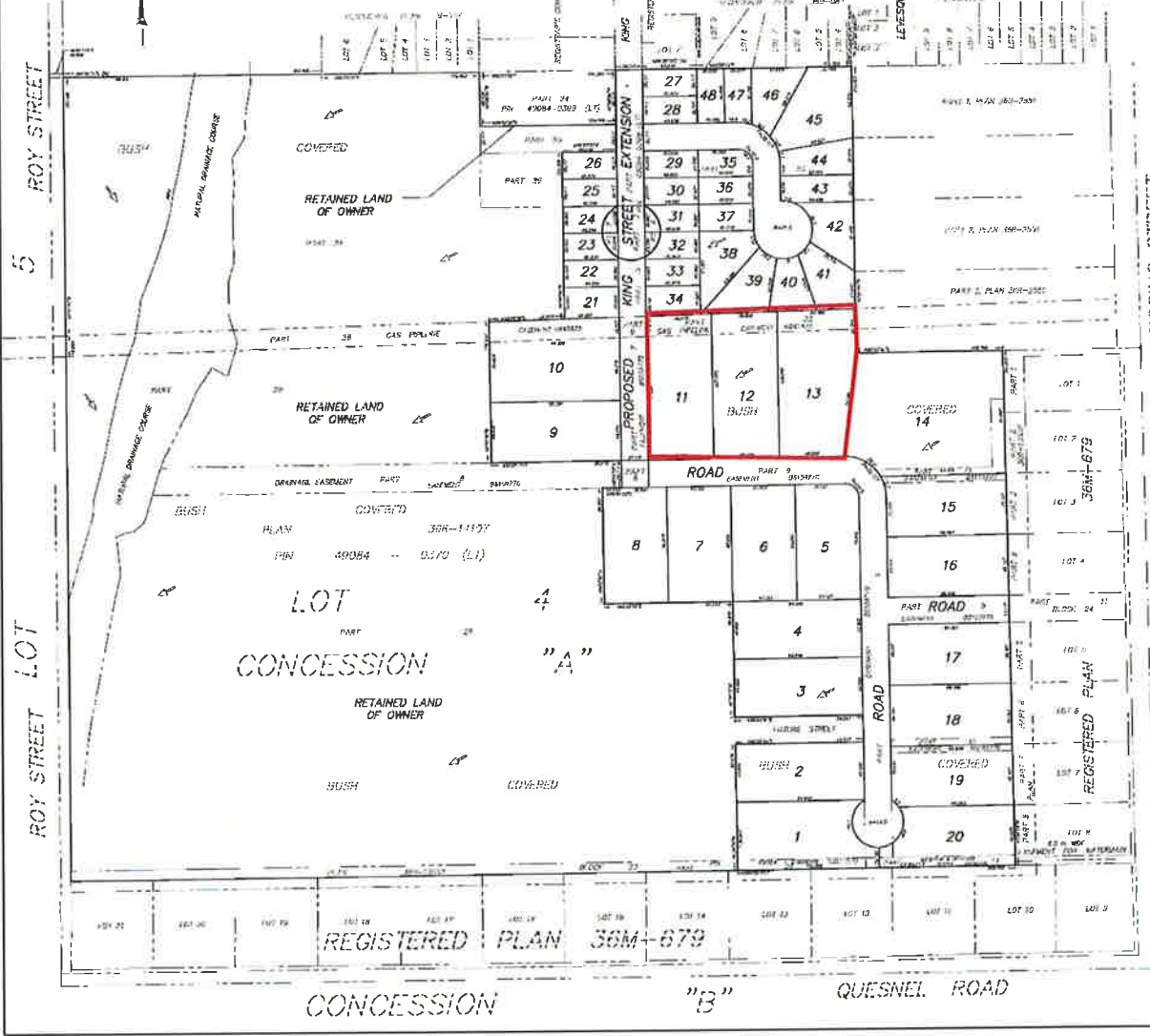
	YEAS	NAYS
BRISSON, Denise		
DUHAIME, Yvon		
FORTIER, Guy		
LARABIE, Roland		
MALETTE, Léo		
RESTOULE, Jamie		
ROBERGE, Normand		
TESSIER, Guilles		
SAVAGE, Joanne (MAYOR)		

Carried: _____

Defeated: _____

Deferred or tabled: _____

NOTICE
 THIS PLAN IS A RED-LINE AMENDMENT TO A REGISTERED PLAN. THE ORIGINAL PLAN IS REGISTERED UNDER PLAN 36M-679.



RED-LINE AMENDMENT TO
 PART OF LOT 4, CONCESSION "A"
 GEOGRAPHIC TOWNSHIP OF SPRINGER
 AND
 PART OF BLOCK 23, REGISTERED PLAN 36M-679
 MUNICIPALITY OF WEST NIPISSING
 DISTRICT OF NIPISSING
 MARK GOODRIDGE, O.S.S.
 SCALE: 1" = 1500'

RED-LINE AMENDMENT
 ALL PINK LAND SHOWN ON ORIGINAL DEED PLAN OF SUBDIVISION HAS BEEN REVERTED. LOTS 10, 11, 12 & 13 HAVE BEEN EXTENDED HORIZONTALLY TO INCLUDE EXISTING TREES.

ADDITIONAL INFORMATION REQUIRED UNDER SECTION 31(17), PLANNING ACT, R.S.O. 1990

- (a) SEE PLAN
- (b) SEE PLAN
- (c) SEE PLAN
- (d) SEE PLAN
- (e) SEE PLAN
- (f) SEE PLAN
- (g) SEE PLAN
- (h) SEE PLAN
- (i) SEE PLAN
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- (q) SEE PLAN
- (r) SEE PLAN
- (s) SEE PLAN
- (t) SEE PLAN
- (u) SEE PLAN
- (v) SEE PLAN
- (w) SEE PLAN
- (x) SEE PLAN
- (y) SEE PLAN
- (z) SEE PLAN

OWNERS CERTIFICATE
 I HEREBY CERTIFY TO THE CORRECTNESS OF THE INFORMATION CONTAINED HEREIN.

DATE: NOVEMBER 20, 2012
 G. S. THOMPSON ENCAUSTED INC.
 1700 ROAD 100, S.W. 1/4, SECTION 36, TOWNSHIP OF SPRINGER, DISTRICT OF NIPISSING, MUNICIPALITY OF WEST NIPISSING, ONTARIO
 I HAVE ACCURATELY RECORDED THIS DEED.

LAND USE ANALYSIS
 LOTS 1 TO 20 - RURAL ESTABLISHMENT (RURAL RESERVE ONLY) - 8.37 ha
 LOTS 21 TO 48 - URBAN RESIDENTIAL (TOTAL MUNICIPAL SURVEYED) - 3.86 ha
 TOTAL LOT AREA - 741.81 ha
 TOTAL AREA OF SUBDIVISION - 14.23 ha

LEGEND
 (Symbol) GENERAL DIRECTION OF SURFACE DRAINAGE

SURVEYORS CERTIFICATE
 I HEREBY CERTIFY THAT THE DIMENSIONS OF THE LOTS, STREETS AND ROADS SHOWN ON THIS PLAN ARE CORRECT AND THAT THE LOTS ARE SEPARATELY SURVEYED AND SHOWN ON THIS PLAN.

MARK GOODRIDGE
 NOVEMBER 20, 2012
 FULL CERTIFICATE
 ONSHORE LAND SURVEYING

GOODRIDGE GOULET
 PLANNING & SURVEYING LTD.
 1000 10th Avenue - 1st Floor - Scarborough, Ontario M1B 2Y1
 416-291-1111
 1000 10th Avenue - 1st Floor - Scarborough, Ontario M1B 2Y1
 416-291-1111
 1000 10th Avenue - 1st Floor - Scarborough, Ontario M1B 2Y1
 416-291-1111

WEST NIPISSING PLANNING ADVISORY COMMITTEE

Resolution No.

2018 / 025

January 15, 2018

Moved by / Proposé par :

Guil Francis

Seconded by / Appuyé par :

[Signature]

WHEREAS a Public meeting was held on December 18, 2017 for draft plan approval of a plan of subdivision in the Township of Springer, Municipality of West Nipissing;

AND WHEREAS written concerns have been received and considered Yes No

AND WHEREAS Oral submissions were made at the said Public Meeting Yes No

BE IT RESOLVED that the Planning Advisory Committee of West Nipissing

RECOMMENDS *s/t the removal of the PARK along the gas easement from the draft plan and extension of lots through the pipeline easement*
 DOES NOT RECOMMEND

draft approval of the Application for Subdivision Approval made by B & S Morrison Excavating for plan of subdivision located on Vacant Land, East of Roy St, North of Quesnel Rd, West of Nipissing St, Township of Springer, Municipality of West Nipissing.

UPON SPECIAL CONDITIONS to be included as shown on SCHEDULE "A", attached hereto:

AND FURTHER UPON the immediate delivery of a written Drainage Plan together with a written Undertaking by the Owner to complete the ditching as contemplated therein no later than February 28, 2018. The Undertaking shall acknowledge that unless the ditching is completed on or by the date stipulated, that the Municipality shall be authorized to realize on the security provided pursuant to it under Subdivision Agreement file No. SUBD2013/03, as amended in order to rectify the Drainage;

Defeated:	
Deferred/Tabled:	

[Signature]
CHAIR

[Signature]
SECRETARY

	Yeas	Nays
Duhaime, Yvon		
Fortier, Guy		
Gagnon, Roger		
Pellerin, Fernand		
Roberge, Normand		
Savage, Joanne		
Tessier, Guilles		

Schedule A

SPECIAL CONDITIONS OF DRAFT APPROVAL

If an approval is forthcoming by the West Nipissing Planning Advisory Committee, it is recommended that the following conditions be imposed on the Owner along with the Conditions of Draft Approval included in Schedule "A" hereto:

- 1) The Corporation of the Municipality of West Nipissing's conditions and amendments to final plan of approval, for registration of Subdivision File No. SUBD2017/03 made by B&S MORRISON EXCAVATING INC. are as follows:
- 2) That this approval expires three (3) years from the date of approval shown by the "Draft Plan Approval Stamp" on the face of the draft plan. If there is an appeal to the Ontario Municipal Board under section 51 (39) of the *Planning Act*, the three (3) year expiration period does not begin until the date of the order of the Ontario Municipal Board issued in respect of the appeal or from the date of a notice issued by the Board under section 52(51) of the *Planning Act*.
- 3) This Draft Approval applies to the Plan of Subdivision prepared by GOODRIDGE, GOULET PLANNING & SURVEYING as shown on the attached Schedule A, dated November 27, 2017 which is comprised of 0.14.73 hectares.
- 4) That prior to signing the Final Plan by the Municipality, the proposed subdivision conform to the Zoning By-law in effect for the Municipality.
- 5) That the owner agrees in writing to satisfy all requirements, financial and otherwise of the Municipality of West Nipissing concerning provision of roads, installation of services, and drainage.
- 6) That such easements as may be required for utility or drainage purposes shall be granted to the appropriate authority.
- 7) That the Subdivision Agreement between the owner and the Municipality contain wording acceptable to the City Engineer to ensure that:
 - a) the owner agrees that a Stormwater Management Plan shall be undertaken by a professional engineer with respect to the Subdivision describing best management practices and appropriate measures to maintain quality storm runoff, both during and after construction; and
 - b) The Stormwater Management report shall also address any slope stability or any hydrogeological issues associated with this development
 - c) Any recommendations forthcoming from the Stormwater Management Study shall be incorporated into the final Subdivision site design and implemented to the ongoing satisfaction of, and at no expense to, the Municipality.

- 8) That the Owner provides full engineering drawings showing the provision of full municipal services including storm, sanitary sewers, water and full curb section, prepared by a qualified engineer, to the satisfaction of, and at no expense to the Municipality of West Nipissing.
- 9) That the owner agrees to convey up to 5% of the land included in the plan or cash-in-lieu to the Municipality for park or other public recreational purposes.
- 10) The owner covenants and agrees to provide the municipality with evidence that satisfactory arrangements, financial and otherwise, have been made with Canada Post Corporation for the installation of Community Mail Boxes (CMB) as required by Canada Post Corporation. The owner further agrees to provide notice to prospective purchaser of the locations of the CMB and that home/business mail delivery will be provided by CMBs provided by the owner, provided that the owner has paid for the activation and equipment installation of the CMB's.
- 11) That the Subdivision Agreement between the owner and the Municipality be registered by the Municipality against lands to which it applies once the Plan of Subdivision has been registered prior to any encumbrances.
- 12) That the Subdivision Agreement between the owner and the Municipality contain a Special Provision with wording acceptable to Greater Sudbury Hydro Utilities (GSU) to ensure that:
 - a. Prior to final approval, a copy of the lot grading and drainage plan, showing existing and final grades, must be submitted to GSU for review and approval.
 - b. Any development in conjunction with the subdivision must not block vehicular access to any GSU facilities located on the right-of-way. During construction, there will be no storage of materials or mounding of earth or other debris on the right-of-way.
 - c. The costs of any relocations or revisions to GSU facilities which are necessary to accommodate this subdivision will be borne by the developer.
 - d. The easement rights of GSU and its legal predecessors are to be protected and maintained.
- 13) That before Municipal Council's Final Approval is given, the Council shall be advised in writing by the Director of Parks, Recreation and Leisure Services how Condition No. 9 has been satisfied.
- 14) That before City Council's Final Approval is given, the Council shall be advised in writing by Canada Post Corporation how Condition No. 10 has been satisfied.

NOTES

- 1) We suggest you make yourself aware of the following:
 - a) Section 143(1) of The Land Titles Act, R.S.O. 1980 as amended, which requires all new plans to be registered in a land titles system.
 - b) Section 143(2) allows certain exceptions.

- 2) ~~Prior to any construction, a Fill, Construction and Alteration to Waterways Permit is required from the North Bay Mattawa Conservation Authority. The subject lands are within an area regulated by the North Bay Mattawa Conservation Authority under Ontario Regulation 162/90. This regulation is pursuant to Section 28 of the Conservation Authorities Act of Ontario.~~
- 3) Private water supply and sewage disposal facilities must be approved by the Ministry of the Environment, or its agent in certain areas, in accordance with Ontario Regulations 229/74 as amended, made under the Environmental Protection Act, 1971, as amended.
- 4) We recommend you make yourself aware of applicable Federal and Provincial laws regarding construction in proximity to waterbodies.
- 5) The Developer is hereby advised that prior to commencing any work within the Plan, the Developer must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the Developer is hereby advised that the Developer may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the Developer elects not to pay for such connection to and/or extension of the existing communication/telecommunication infrastructure, the Developer shall be required to demonstrate to the municipality that sufficient alternative communication/telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (i.e., 911 Emergency Services).
- 6) The Owner/Developer is hereby advised that prior to commencing any work within the Plan, the Owner/Developer must confirm with Greater Sudbury Hydro that appropriate electrical services infrastructure is currently available along the proposed development to provide delivery of electrical energy to the proposed development. In the event that such infrastructure is not available, the Owner/Developer is hereby advised that the Owner/Developer may be required to pay for the connection to and/or extension of the existing electrical distribution infrastructure, in accordance with Greater Sudbury Hydro policies and the Ontario Distribution System Code.



The Corporation of the Municipality of West Nipissing
La Corporation de la Municipalité de Nipissing Ouest

Resolution No.

2018 /

JANUARY 16, 2018

Moved by / *Proposé par* :

Seconded by / *Appuyé par* :

WHEREAS at the January 9th meeting, Council received a request from Les Filles d'Isabelle requesting that the financial assistance received from the Municipality of West Nipissing, to be applied toward their leasing responsibilities, be continued for the year 2018;

BE IT THEREFORE RESOLVED THAT Council authorizes the financial contribution of \$3,600.00 (\$300.00 per month) be sustained for Les Filles d'Isabelle, to be applied toward their rental costs for the year 2018.

	YEAS	NAYS
BRISSON, Denise		
DUHAIME, Yvon		
FORTIER, Guy		
LARABIE, Roland		
MALETTE, Léo		
RESTOULE, Jamie		
ROBERGE, Normand		
TESSIER, Guilles		
SAVAGE, Joanne (MAYOR)		

Carried: _____

Defeated: _____

Deferred or tabled: _____



The Corporation of the Municipality of West Nipissing /
La Corporation de la Municipalité de Nipissing Ouest

Resolution No.

2018 /

JANUARY 16, 2018

Moved by / *Proposé par* :

Seconded by / *Appuyé par* :

BE IT RESOLVED THAT the Mayor and Chief Administrative Officer be authorized to sign an Amending Lease Agreement for additional space (gymnasium) with the West Nipissing Community Health Centre for the building located at 68 Michaud Street in Sturgeon Falls; which shall expire on July 31, 2031 to coincide with the existing lease agreement.

	YEAS	NAYS
BRISSON, Denise		
DUHAIME, Yvon		
FORTIER, Guy		
LARABIE, Roland		
MALETTE, Léo		
RESTOULE, Jamie		
ROBERGE, Normand		
TESSIER, Guilles		
SAVAGE, Joanne (MAYOR)		

Carried: _____

Defeated: _____

Deferred or tabled: _____

LEASE AMENDING AGREEMENT (ADDITIONAL SPACE)

THIS AMENDING AGREEMENT (the "Agreement") made the 15th day of January, 2018 between:

THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING

(the "Landlord")

and

CENTRE DE SANTE COMMUNAUTAIRE DE NIPISSING OUEST/
WEST NIPISSING COMMUNITY HEALTH CENTRE

(the "Tenant")

RECITALS:

WHEREAS by a lease dated 1st day of August, 2016 (the "Lease"), the Landlord leased to the Tenant the premises located at 68 Michaud Street (the "Premises") and more fully described in the Lease for a term of fifteen (15) years from August 1, 2016, to July 31, 2031, upon and subject to the terms and conditions contained in the Lease;

AND WHEREAS pursuant to Paragraph 12 of the Lease, the Tenant has to option to lease additional space;

AND WHEREAS The Landlord and the Tenant have agreed that a portion of the building (the "Building") in which the Premises are situate comprising approximately 3,161 square feet of Rentable Area on the main floor of the Building, commonly referred to as the Gym and shown on Schedule "A" (the "Additional Premises") will be leased to the Tenant on the terms and conditions more particularly set out in this Agreement.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Demise

(1) The Landlord hereby leases the Additional Premises to the Tenant, to have and to hold during the term (the "Additional Premises Term") of Thirteen Years, six months and 16 days commencing on January 15, 2018, (the "Additional Premises Commencement Date"), and ending on July 31, 2031 (co-terminious with the existing Term), unless terminated earlier pursuant to the Lease.

(2) The Tenant hereby leases the Additional Premises from the Landlord and covenants to pay the Rent and Additional Rent and to observe and perform all the covenants and obligations to be observed and performed by the Tenant pursuant to the Lease and this Agreement.

2. Rent

(1) The Tenant shall pay Basic Rent, for the Additional Premises, during the Additional Premises Term, at the times and in the manner provided in the Lease, at a monthly rate of Three thousand, Five Hundred Dollars (\$3,500), plus HST, payable on the first day of each and every month commencing on the first day of each and every month of the Term. If the term commences on any day other than the first day of the month or ends on any day other than the last day of the month, rent for the fractions of

a month at the commencement and at the end of the term shall be calculated on a pro rata basis and shall be payable on the first day of the partial month. Rent and any amounts due hereunder shall be payable without deduction, set off or abatement whatsoever.

(2) The Tenant shall pay, as Additional Rent, the sum of Ten Thousand Dollars, annually, payable in monthly installments of Eight Hundred and Thirty Three Dollars and Thirty Three cents (\$833.33), payable on and upon the same terms as provided in paragraph (1) above. Upon the consent of the Landlord, which consent shall not be unreasonably withheld, the Tenant may elect to pay the Additional Rent as a lump-sum or by installments other than as provided herein, provided that such Additional Rent is fully pay by the end of each year in the Term.

(3) If the Tenant shall fail to pay any rent or other amount when the same is due and payable, such unpaid amount shall bear interest at the rate of eighteen percent (18%) per annum (calculated monthly at the rate of one and one-half percent (1.5%)), such interest to be calculated from the time the amount becomes due until paid by the Tenant.

(4) The Tenant shall pay to the Landlord all goods and services taxes or harmonized sales taxes and other applicable taxes ("HST") on the Additional Rent pursuant to all applicable laws and regulations. HST shall not be deemed to be additional rent under this Lease, but may be recovered by the Landlord as though it were additional rent.

3. Option to Extend

The parties confirm that the option to extend provided for in Section 13 of the Lease shall apply to the aggregate of the original Premises and the Additional Premises and not to either or both individually.

4. Maintenance and Repair

The maintenance and repair of the Additional Premises shall be in accordance with paragraph 5.2 of the Lease, saving and excepting that the Landlord shall not be responsible for the maintenance or repair of any special equipment which may installed by the Tenant, which includes but is not limited to the badminton equipment and the audio visual system.

5. Miscellaneous

(1) From and after the Additional Premises Commencement Date, the Additional Premises shall become a part of the Premises and shall continue as such during the remainder of the Term and any renewals or extensions thereof, and all the terms, covenants and provisions of the Lease shall apply to the Additional Premises (save and except as provided herein) to the intent that the Lease shall be read and construed as if the Additional Premises had been included as part of the Premises from and after the Additional Premises Commencement Date.

(2) Any capitalized word or term not otherwise defined herein shall have the meaning given thereto in the Lease.

(3) The parties agree, from time to time, to do or cause to be done all such things, and shall execute and deliver all such documents, agreements and instruments reasonably requested by any other party to this Agreement, as may be necessary or desirable to complete the transaction contemplated by this Agreement and to carry out its provisions and intention.

(4) This Agreement may be executed and delivered in counterparts and by email PDF form and the parties hereto may rely upon all such signatures as though they were original signatures. Upon request of any party the parties will exchange a copy of this Agreement with original signatures.

(5) This Agreement shall enure to the benefit of and be binding upon the parties and their legal representatives, heirs, executors, administrators, successors and permitted assigns, as the case may be.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

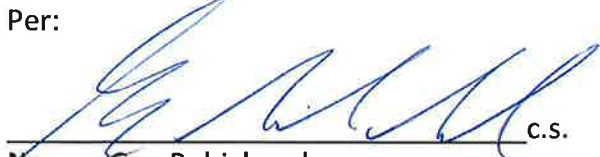
**THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING
(Landlord)**



Per: _____
Joanne Savage (Mayor)

Per: _____
Jean-Pierre (Jay) Barbeau (CAO)

**CENTRE DE SANTÉ COMMUNAUTAIRE DE NIPISSING
OUEST/WEST NIPISSING COMMUNITY HEALTH CENTRE**

Per: _____
 c.s.

Name: Guy Robichaud
Title: Executive Director
"I have authority to bind the Corporation"

SCHEDULE "A"

