

## AGENDA / ORDRE DU JOUR

- A) Declaration of Pecuniary Interest / Déclaration d'intérêts pécuniaires**
- B) Addendum (if applicable) and Agenda / Addenda (si nécessaire) et Ordre du jour**
- B-1** Resolution to approve the Addendum  
**B-2** Resolution to adopt the Agenda
- C) Delegations / Petitions / Délégations / Pétitions**
- C-1(a)** Horizon Women's Centre – Community Kitchen (*Presenter: Linda Lafantaisie*)  
**C-1(b)** Resolution to authorize the free use of the Sturgeon Falls Complex Kitchen and Hall of Fame to host community kitchen gatherings.
- C-2** Receipt of Petition seeking the construction of a Children's Playground near Tamerack., Balsam Court, Cedar Grove, etc.

## COMMITTEE OF THE WHOLE MEETING / COMITÉ PLÉNIER

- D-1) Economic Development / Développement économique**
- D-1(a)** Follow-up - Request from CANO for funding support (*Dany Poulin*)  
**D-1(b)** Verner Building Update & Request re: Renovations for Verner Doctor's Office  
    ↪ *agreement - separate document*  
**D-1(c)** Request from IPM Executive Committee re: Use of municipal slogan
- D-2) Closed Meeting / Réunion à huis clos**
- D-2(a)** Resolution to proceed into closed meeting as authorized in Section 239 (2) of the Municipal Act, to discuss the following:
- (B)** personal matters about an identifiable individual, including municipal or local board employees;  
        **(i)** Field Lumber Property
- D-2(b)** Resolution to adjourn the closed session
- D-3) Social Services and Health / Services sociaux et santé ..... **NIL****
- D-4) Public Works / Travaux publics**
- D-4(a)** Truck Route Plan – Leblanc and Bay Street
- D-5) Community Services / Services communautaires ..... **NIL****

**D-6) Sewer and Water / Les égouts et l'eau ..... *NIL***

**D-7) Environmental / L'environnement ..... *NIL***

**D-8) General Government / gouvernement général**

- D-8(a)** Discussion re: Summer Council Meeting Dates
- D-8(b)** Discussion re: 2018 AMO Delegation Request – submission deadline is July 3<sup>rd</sup>, 2018
- D-8(c)** Discussion re: Request for use of a municipal parking lot and exemption from Mobile Food Equipment Licence requirement in order to host a fundraising event.
- D-8(d)** Signage By-Law
- D-8(e)** Parking issues – Muskasung Lake Road
- D-8(f)** Parking issues – St. Jean Beach
- D-8(g)** 911 Farm Signage
- D-8(h)** Communication Policy re: Facebook and updates to residents
- D-8(i)** Illegal dumping – Littering
- D-8(j)** Offer to purchase property on Hwy 539
- D-8(k)** Offer to purchase property on Tamerack St. and Balsam Court

**D-9) Planning / Planification ..... *NIL***

**D-10) Emergency Measures and Public Safety / Mesures d'urgence et sécurité publique ... *NIL***

<b>REGULAR COUNCIL MEETING / RÉUNION RÉGULIÈRE</b>
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**E) Planning / Planification..... *NIL***

**F) Correspondence and Accounts / Comptes et courrier ..... *NIL***

**G) Unfinished Business / Affaires en marche ..... *NIL***

**H) Notice of Motion / Avis de motion**

**I) New Business / Affaires nouvelles**

- I-1** Resolution to authorize By-Law **2018/50** to provide tax assistance to the Elderly and Disabled Persons who are property owners
- I-2** Resolution to declare certain lands on Railway Street in Sturgeon Falls as surplus lands
- I-3** Resolution to authorize By-Law **2018/51** for the sale of surplus lands to Ontario Aboriginal Housing Corporation
- I-4** Resolution to authorize By-Law **2018/52** for the Mayor and CAO to sign an agreement with Minister of Transportation for the construction/maintenance of improvements (sidewalk) along Hwy 17 to No Frills
- I-5** Resolution to authorize By-Law **2018/53** for the Mayor and CAO to execute an agreement with the Association of Municipalities of Ontario for the transfer of Main Street Revitalization Initiatives funds.

- I-6 Resolution to grant the use of a municipal parking lot and an exemption of the mobile food equipment licence requirement for a fundraiser event.
- I-7 Resolution to proclaim the month of June 2018 as “Seniors’ Month” in the Municipality.
- I-8 Resolution to authorize the Treasurer to write off uncollectible taxes.

**J) Addendum / Addenda**

**K) Information & Questions / Information et questions**

- K-1 Mayor’s Report

**M) Adjournment / Ajournement**

- M-1 Resolution to adopt By-law **2018/54** confirming proceedings of meeting
- M-2 Resolution to adjourn the meeting

## REQUEST FOR DELEGATION / WRITTEN SUBMISSIONS

A request for a delegation or presentation before Council must be in the form of a written submission to the Municipal Clerk. The following background information form must be duly completed and submitted by not later than 4:30 p.m. on the Wednesday prior to the requested meeting.

### PLEASE PRINT CLEARLY:

Council Meeting Date:			
<del>May 1, 2018</del> --> <b>JUNE 5, 2018</b>			
Subject:	Community Kitchen		
Name:	Linda Lafantaisie - Horizon Women's Centre		
Address:	155 Salter Street		
Phone:	Home: 705-477-2534	Business / Cell: 705-753-1154	Fax: 705-753-1945
E-Mail:	familyresourcecentr1@bellnet.ca		
Name of Group or Person(s) being represented (if applicable) :			
Horizon Women's Centre			
Details of nature of the business/purpose (additional information can be attached separately) :			
I will be asking for free use of the Complex kitchen and Hall of fame twice a week for the purpose of hosting a community kitchen from noon till one. The council passed a motion about two years ago and they had all agreed but since it's the Horizon Women's Centre doing it now, the mayor suggested i ask again.			
Presentation Requirements:	<input type="checkbox"/> Easel		<input type="checkbox"/> Projection Equipment
	<input type="checkbox"/> Other:		
<p><i>Please be advised that your delegation/presentation will be recorded in video and audio format as part of Council meetings and will be subject to media broadcast (Eastlink and internet). Personal information on this form will be used for the purpose of sending correspondence relating to matters before Council and Committee of the Whole. Your name, address, comments, and any other personal information, is collected and maintained for the purpose of creating a report that is available to the general public in a hard copy format pursuant to Section 27 of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, C.M 56, as amended.</i></p>			

### Submit your completed form to:

Municipal Clerk  
Municipality of West Nipissing  
101 – 225 Holditch Street  
Sturgeon Falls, ON P2B 1T1  
e-mail: mducharme@westnipissing.ca  
Tel: 705-753-2250 • Fax: 705-753-3950

**Visit ... [www.westnipissingouest.ca](http://www.westnipissingouest.ca)**



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

Resolution No.

2018 /

JUNE 5, 2018

Moved by / *Proposé par* :

Seconded by / *Appuyé par* :

**WHEREAS** Council received a presentation from the Horizon Women's Centre at their meeting held on June 5<sup>th</sup>, 2018 during which the group requested the use of the Sturgeon Falls Recreational Complex kitchen and the Hall of Fame, free of charge, in order to host regular community kitchen gatherings from 12 noon until 1 PM (twice weekly);

**AND WHEREAS** Council supports the Horizon Women's Centre community kitchen initiative;

**BE IT THEREFORE RESOLVED THAT** the use of the Sturgeon Falls Recreation Complex kitchen and the West Nipissing Hall of Fame will be at no charge to the Horizon Women's Centre in order to host their bi-weekly community kitchen gatherings; which will be coordinated with the Community Services Department.

	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: \_\_\_\_\_



Dear Mayor and Council Members,

We as a community feel it is unfair for all the children on the west side of the upper Sturgeon River to not have an easily accessible and safe park within close proximity to our area.

The developer of the new subdivision (Tamerack Ave, Balsam Court, Cedar Grove Dr.), Lionel Guenette, had mentioned to the new subdivision property owners upon purchase that he had left a designated green area to the town located on Tamerack Ave, to be used for a green space or park.

There are many children and young families in this area of town and we are asking if council would entertain the idea of putting in place a much needed playground. With this letter we have attached signatures of people in the area (not just the three streets mentioned but all surrounding streets) who would like to see this project happen.

The nearest park available for public use is located at PieXII, on Le Blanc Rd. We as parents on this side of town feel like this park is not safe for the following reasons;

1. The park is located too far for young children in the area to get to by foot.
2. There are no sidewalks for children to get there safely even if they were to walk.
3. Cars also tend to drive quickly around the bend where Cache Bay Rd meets Sandhill Rd. Visibility around this bend is also poor, especially at dusk because there are no lights on these streets.
4. The park is secluded and partially surrounded by a wooded area, making it a risk factor for wild or stray animals as well as strangers.
5. Some of the play equipment at the park is also in very poor condition.


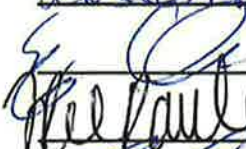
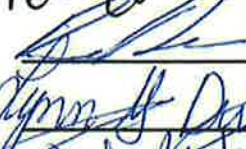
We would like to see this park put in place on Tamerack where the lot has been made available. This park would be available and open to everyone in our municipality.



## To the West Nipissing Mayor and Council

The following is a list of names of residents in the Tamerack Avenue area. We are asking you to Please consider building a **CHILDRENS PLAY GROUND AREA** on the town lot at the S corner on Tamerack Av. It is understood that this lot was donated to the town by the Tamerack Av. developer for a children play ground.

This play area would give a place for the children to play off the street as there is no other play area for some distance. Some of the residents have shown interest in helping to building the play area.

DATE	SIGNATURE	ADDRESS
8/8/17		53 TAMERACK Ave.
8/8/17	Denise Birtch	53 Tamerack Ave.
8/8/17	Kim Kioup	49 Tamerack, Ave
8/8/17	Phil Briggs	49 Tamerack, Ave
8/8/17	B. Birtch	54 Tamerack Ave.
8/8/17		62 Tamerack Ave.
8/7/17	Phil Briggs	62 Tamerack Ave.
8/7/17		66 Tamerack Ave.
8/7/17	Ann H. Dufour	66 Tamerack Ave.
07/06/17	John H. Dufour	70 Tamerack Ave.
Aug 7/17.	J. Dufour	74 Tamerack Ave.
Aug 7	S. Curdes	87 Tamerack Ave.
Aug 7	J. Huncher	87 Tamerack Ave.
Aug 7	Don Ann Bourgoin	30 Cedar Grove Dr.
Aug 8	G. Trempanier	27 Cedar Grove Dr.
Aug 8	R. C. Desjardins	23 Cedar Grove Dr.
Aug 8	Mathieu Gaudette	18 Cedar Grove Dr.

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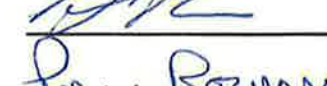
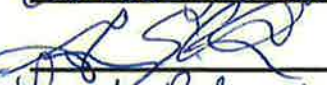
DATE	SIGNATURE	ADDRESS
Aug 8	Sara Savatelli	18 Cedar Grove drive
Aug 8	Richard Putman	14 Cedar Grove drive
Aug 8	John Repin	11 " " "
Aug 8	John L. -	Boyle Leiramboise (185 Pine Street)
Aug 8	Patty Pigeau	185 Pine Street
Aug 7	Sandra Lavoie	181 Pine St.
Aug 7	Joan Gray Pitt	210 montreal
Aug 7	Dul	179 Pine Street
Aug 08	Marc O'Connell	177 PINE ST.
Aug 08	Lise O'Connor	177 PINE ST
"	Jay Gordon	"
"	"	"
Aug 6th	Robert Schind	129 PINE STREET
Aug 8th	Samanta Diney	129 Pine Street
Aug 8th	Rita Munk	129 Pine St
Aug 8th	Ken Dumont	240 Cache Bay Rd.
Aug 4	St Gerse	253 Cache Bay Rd



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DATE	SIGNATE	ADDRESS
Aug 7 2017		255 Cache Bay RD
August 7		263 Cache Bay Rd.
Aug 7		265 Cache Bay Rd.
Aug 7	Pierre Bagnash	256 CBR
Aug 7	Danielle	297 Cache Bay Rd.
aug 7	Aline Guenette	775 Sand Hill Rd
Aug 7	Stephanie Vaillancourt	604 Sand Hill
Aug 7	Anne Vaillancourt	469 Demers, SF
Aug 7	Claude Roussy	600 Sand Hill Road
Aug 7	Pierrette Filion	600 Sand Hill Road
Aug 7	Nicole Roussy	600 Sand Hill Rd.
Aug 7	Liane Martin	17 Balsam crt
Aug 7	Carole Lefebvre	29 TAMERACK
Aug 7		" "
Aug 7, 2017	Linda Robert	30 Tamerack Ave.
Aug 7, 2017	Eugene Bagnash	30 Tamerack Ave
Aug 7/17	Robert Smith	33 Tamerack Ave.

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DATE	SIGNATE	ADDRESS
Aug 7/17	[Signature]	33 Tamerack Ave
Aug 7/17	[Signature]	46 Tamerack Ave
Aug 9/17	Frank Curcio	50 Tamerack Avenue
Aug 11/17	Lexi Tsogas	398 Sabourin Rd.
Aug 11/17	[Signature]	398 Sabourin Rd.
Aug 11/17	Jeanne Tsogas	130 Main St.
Aug 11/17	Lorraine Daznok	608 Sabourin Rd.
Aug 16/17	[Signature]	42 Tamerack Ave.
Aug 16/17	Mills Pague	42 TAMERACK AVE.
AUG 16/17	[Signature]	45 TAMARACK
Sept 10/17	[Signature]	82 Tamarack
Sept 10/17	[Signature]	82 Tamerack Ave
Sept 10/17	[Signature]	208 Ottawa street.
Sept 10/17	[Signature]	218 OTTAWA ST
Sept 10	[Signature]	218 Ottawa St
Sept 10	[Signature]	218 Ottawa St
Sept 10	[Signature]	218 Ottawa St



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DATE	SIGNATE	ADDRESS
07/08/2017	Joanne Tremier	791 Sandhill Rd.
07/08/2017	Colyn George	790 Sandhill Rd.
21/08/2017	Christine Goss	132 bay rd.
23/08/2017	[Signature]	227 Cache Bay rd.
23/08/2017	Guene Stange	227 Cache Bay rd.
23/08/2017	Patricia Renaud	792 Sandhill Rd.
25/08/2017	Nicole Leclair	208 Ottawa St.
26/08/2017	Linda Côté	207 Ottawa
26/08/2017	Philif	207 Ottawa
29/08/2017	Suzanne Nadeau	Sturgeon Falls
11/09/2017	Gary Giguere	Sturgeon Falls - 91 Ottawa St
11/09/2017	Chantal Rivest	Sturgeon Falls
12/09/2017	[Signature]	Sturgeon Falls
23/05/2018	[Signature]	6 Balsam Ct
23/05/2018	John Lamer	6 Balsam Court

**DATE : 31 MAI 2018**

**LE CONSEIL DES ARTS DE NIPISSING OUEST / THE WEST NIPISSING ARTS COUNCIL  
DOCUMENT PRÉPARÉ PAR : DANY H. POULIN, DIRECTEUR GÉNÉRAL ET DE PROGRAMMATION**

**À L'ATTENTION DES MEMBRES DU CONSEIL MUNICIPAL / TO THE MUNICIPALITY COUNCIL MEMBERS**

**RÉSUMÉ DE LA DEMANDE DE PARTENARIAT FINANCIER / SUMMARY OF FINANCIAL PARTNERSHIP REQUEST**

**1.0 -RECONNAISSANCE PROPOSÉE / PROPOSED RECOGNITION: - FOURNISSEUR ACCRÉDITÉ DE SERVICES / ACCREDITED SERVICES PROVIDER**

**2.0 - PARTENARIAT FINANCIER TRIENNAL - SOUS CONDITIONS / TRIENNAL FINANCIAL PARTNERSHIP - UNDER CONDITIONS**

**2.1 - MONTANT ANNUEL DEMANDÉ / ANNUAL AMOUNT REQUESTED: 75 000\$ / PER YEAR (which means 5\$ per capita per year approx.)**

**3.0 - DURÉE DES SERVICES OFFERTS / PERIOD DURING WHICH SERVICES WILL BE PROVIDED: ALL YEAR ROUND / TOUTE L'ANNÉE**

**3.1 - LES SERVICES SONT OFFERTS À / SERVICES PROVIDED TO: ALL CITIZENS OF WEST NIPISSING / À TOUS LES CITOYENS DE NIPISSING OUEST**

**3.2 - DANS LES DEUX LANGUES OFFICIELLES / BOTH OFFICIAL LANGUAGES**

**- VENTILATION DE LA SUBVENTION / SUBSIDARY BREAK DOWN -**

<b>MONTANT AMOUNT</b>	<b>VOLETS ACTIONS</b>	<b>ACTIVITÉS ACTIVITIES</b>	<b>LIEU VENUE</b>	<b>NBR d'activités NBR of activities</b>	<b>QUAND WHEN</b>	<b>PARTENAIRES PARTNERS</b>
12 500\$	Développement économique et culturel	Les Jeudis Découvertes	Salle Marcel-Noël	(6)	Sept. à déc. 2018	Chambre de commerce
3 000\$	Développement touristique et culturel	Live Music Entertainment	Minnehaha Bay	(6)	July & August 2018	Twiggs
1 500\$	Développement touristique et culturel	Summer Concerts Serie	Salle Marcel-Noël	(3)	June to August 2018	Tremblay Chevrolet
3 000\$	Développement touristique et culturel	Storytelling /Shows de conte	River House Museum	(2)	Fall - (Halloween?) 2018	The Museum
5 000\$	Développement touristique et culturel	Promotion & advertising	N/A	N/A	June to November 2018	N/A
<b>25 000\$</b>						

**\*NOTE: Le solde restant de l'aide financière, (50 000\$) si allouée, servira à assurer une portion des salaires annuels du personnel de bureau de Cano.**  
**The balance of this financial aid, (50 000\$) if allowed, will serve to insure a portion of the wages of Cano's Office Staff all year round.**

**Ce que CANO apporte en argent sur la table dans ce partenariat / What Cano is bringing to the table money wise within this partnership**

- 72 000\$ sur 3 ans (for 3 years period - grant) subvention Patrimoine Canadien / Canadian Heritage (DCLO) / Statut: approuvée - **Status: Approved**
  - 10 000\$ pour un an (1 year grant) subvention Patrimoine Canadien / Canadian Heritage (FCPA) / Statut: approuvée - **Status: Approved**
  - 12 500\$ pour un an (1 year sponsorship) avec commandite de Caisse pop Alliance / Statut: approuvée - **Status: Approved**
- 94 500\$ MONTANT TOTAL APPROUVÉ À CE JOUR / TOTAL AMOUNT APPROVED TO THIS DAY.**

- 25 000\$ pour un an de Patrimoine Canadien (FACC) / Statut: déposée, en attente d'approbation - **Status: delivered, waiting for approval**
  - 15 000\$ pour développer Jeudis Découvertes - Subvention SGFPNO / Statut: en développement - **Status: in development**
  - 20 000\$ pour un an pour revenus de commandite - vente de tables / Statut: en développement - **Status: in development**
- 60 000\$ MONTANT TOTAL EN DEVELOPPEMENT ET/OU APPROBATION / TOTAL AMOUNT IN DEVELOPPMENT NOR FOR APPROVAL TO THIS DAY.**

**GRAND MONTANT TOTAL APPROUVÉ ET EN DÉVELOPPEMENT / GRAND TOTAL AMOUNT APPROVED AND IN DEVELOPPMENT: 154 500\$**

=====

**Voici quelques uns des éléments positifs fournis par la nouvelle équipe de CANO et apportant une importante plus value dans ce partenariat novateur.**  
**Here are some of important enhancement elements provided by the new CANO's team in this innovative partnership:**

- Grande expertise – crédibilité – savoir faire – gestion transparente – équipe qualifiée et motivée de ressources humaines et de bénévoles –
  - Réseau de contacts professionnels dans le showbusiness – connaissance en logistique et en équipement technique –
  - accès facile à de l'équipement professionnel de sonorisation et d'éclairage et en encore plus.
- Broad expertise - credibility - know-how – transparency - a motivated team of qualified human resources and volunteers -
  - Professional showbiz contacts network – technical and logistic knowledge – easy access to professional sound & lighting equipment, and much more.
- =====

Advenant que vous acceptiez notre proposition de partenariat financier, voici ce qui nous aiderait vraiment financièrement pour réaliser nos objectifs communs à court terme.  
Should this proposition of financial partnership be successfully accepted, here's what could be really helpful financially for us to realize our short term common goals.

**Échéancier des versements si possible / Schedule of payments if possible:**

June 15, 2018.....	50 000\$
Sept 15, 2018.....	12 500\$
Dec. 15, 2018.....	6 250\$
March 15, 2019.....	6 250\$
<b>TOTAL.....</b>	<b>75 000\$</b>



## **EN CONCLUSION / IN CONCLUSION**

Et finalement, nous savons tous et toutes l'importance de votre décision afin d'assurer la continuité de Cano et de participer pro-activement à sa croissance dans notre communauté. Toutefois, sachez que notre nouveau président et moi-même, sommes fermement convaincus et croyons sincèrement que si nous vous demandons de faire partie de cette importante et décisive phase de développement de CANO, que nous nous devons de répondre à vos attentes ainsi qu'à celles des membres de la communauté en envoyant un message de confiance à tous, sur lequel nous bâtirons cette nouvelle relation de partenariat. C'est pourquoi, nous ferons tout en notre pouvoir pour honorer votre confiance en notre organisme en menant à bien nos tâches et nos responsabilités à titre d'administrateurs responsables envers vous et les membres de la communauté dans le cadre de ce partenariat prometteur entre le Conseil des Arts de Nipissing Ouest et la Municipalité de Nipissing Ouest.

And finally, we all know the importance of your decision to be partners with us to insure Cano's continuity and to participate pro-actively to his growth in our community. However, our new president Mr. Daniel Richard and I, we are really convinced and we both strongly believe that if we're asking you to be part of this decisive new development phase for CANO, we must rise up to your expectation but also as well for our community, in sending a strong message of trust to everyone to built on. So it's the reason why, we will do our utmost to honour your confidence and to carry out our duties and responsibilities as rightful administrators toward you and the community into this promising partnership between the West Nipissing Arts Council and the Municipality of West Nipissing.

## **HERE ARE OUR COMMITMENTS TOWARD YOU AND ALL OUR COMMUNITY MEMBERS** **VOICI NOS ENGAGEMENTS ENVERS VOUS ET TOUS LES MEMBRES DE LA COMMUNAUTÉ**

- 1- Nous offrons l'opportunité à un des membres du conseil municipal (de votre choix) de siéger à titre d'observateur à chaque réunion régulière du conseil d'administration de Cano. Le représentant de la municipalité aura la possibilité de poser des questions et d'avoir des réponses adéquates ainsi que d'avoir accès à de l'information détaillée concernant l'évolution des activités dans le cadre de ce partenariat.
  - 2- Nous allons vous fournir un rapport trimestriel pour chaque activité/événement inclus et convenus dans le cadre de ce nouveau partenariat avec vous.
  - 3- Par souci de transparence, vous aurez accès une fois par année au bureau de Cano, aux résultats financiers annuels produits par Collins Barrow.
  - 4- Et finalement, nous nous engageons à offrir annuellement à la population entre vingt (20) et trente (30) spectacles et/ou activités culturelles dont six (6) pour les enfants.
- 
- 1- We are offering you the opportunity to one of the Municipality council member (of your choice) to have a seat as an observer at each Cano's board meeting. This member will be allowed to ask questions and get accurate answers and have access to detail information regarding the evolution of the activities included in this partnership.
  - 2- We will provide to you a quarterly report for each activities/event that are included and agreed upon in this new partnership with you.
  - 3- To ensure transparency, once a year at Cano's office, you will have access to our annual financial reports prepared by Collins Barrow.
  - 4- And finally, we are committed to offer annually to our community between twenty (20) and thirty (30) shows nor cultural activities. Six (6) of them will be presented only for the childrens of or community.

Nous comprenons très bien qu'un partenariat financier triennal est un engagement important pour la communauté et qu'il est tout à fait normal que la Municipalité puisse s'en retirer advenant le non respect par CANO de ses obligations envers vous et la communauté. C'est pourquoi, nous ajoutons à cette proposition une clause échappatoire afin de protéger les intérêts de la Municipalité et de la communauté si nécessaire.

We fully understand that a triennial financial partnership is a important commitment and it is absolutely normal for the Municipality to have the possibility to pull out from it, if Cano does not respect all of their obligations toward you and the community members. Therefore, it's why we are adding to this partnership proposition a loophole clause to protect if necessary, the Municipality's interest and the ones of the community members.

**CLAUSE ÉCHAPPATOIRE**

CHACUN DE CES ENGAGEMENTS DE NOTRE PART, (DE CANO), SI IL N'EST PAS ENTIÈREMENT RESPECTÉ ET/OU CORRIGÉ DANS UN DÉLAI DE TRENTÉ (30) JOURS APRÈS LA RÉCEPTION PAR CANO D'UN AVIS ÉCRIT DE LA PART DE LA MUNICIPALITÉ, SERA CONSIDÉRÉ AUTOMATIQUEMENT À TITRE DE CLAUSE ÉCHAPPATOIRE (WAY OUT) POUR LA MUNICIPALITÉ ET NE POURRA ÊTRE CONTESTÉ DE QUELCONQUE FAÇON PAR LE CONSEIL DES ARTS DE NIPISSING OUEST ET/OU PAR LES MEMBRES DU CONSEIL D'ADMINISTRATION DE CANO. SI APPLIQUÉ PAR LA MUNICIPALITÉ, CETTE DÉCISION SERA FINALE ET DÉFINITIVE POUR LES DEUX PARTIES.

**LOOPHOLE CLAUSE / WAY OUT**

EACH OF THESE COMMITMENTS ON OUR PART, (FROM CANO), IF NOT FULLY RESPECTED NOR CORRECTED BY US IN A THIRTY (30) DAYS PERIOD AFTER THE RECEPTION BY CANO OF A WRITTEN NOTIFICATION SENT BY THE MUNICIPALITY, SHALL BE CONSIDER AS AN AUTOMATIC LOOPHOLE CLAUSE (WAY OUT) FOR THE MUNICIPALITY FROM THIS TRIENNAL FINANCIAL AGREEMENT WITH CANO, AND SHALL NOT BE DISPUTED IN ANYWAY NOR SHAPE OF FORM BY THE WEST NIPISSING ARTS COUNCIL NOR BY THE CANO'S BOARD MEMBERS. IF APPLICATED BY THE MINICIPALITY, THIS DECISION WILL BE FINAL AND DEFINITIVE FOR BOTH PARTIES.

Alors voilà, nous vous remercions bien sincèrement pour votre collaboration et le temps accordé à la lecture de ce document et espérant que notre demande puisse trouver un écho favorable et positif auprès de vous.

So therefore, we sinceraly thank you for your collaboration and the time allowed to the reading of this document and hopefully our request will find a favourable and positive echo on your end.

Très cordialement, / With kind regards,

---

DANIEL RICHARD, PRÉSIDENT - CANO

---

DANY H. POULIN, DIRECTEUR GÉNÉRAL



Jeudi le 30 mai 2018,

**À l'attention de :** - Mme Joanne Savage, maire

- Mme Denise Brisson, conseillère
- M. Yvon Duhaime, conseiller
- M. Léo Mallette, conseiller
- M. Roland Larabie, conseiller
- M. Guy Fortier, conseiller
- M. Jamie Restoule, conseiller
- M. Normand Roberge, conseiller
- M. Guilles Tessier, conseiller

**Twiggs Coffee Roasters**

**Kimberly et Adam Royer, Co-Owners**

2-300 Rue King, Nipissing Ouest

705-753-5881

**OBJET : Lettre de recommandation et d'appui au Conseil des Arts de Nipissing Ouest – CANO dans le cadre de sa demande de partenariat financier avec la Municipalité de Nipissing Ouest.**

Chers (ères) membres du conseil,

La présente est pour vous faire part en mon nom personnel et celui de Twiggs Coffee Roasters de notre appui à l'égard de la nouvelle direction générale et des membres du conseil d'administration du Conseil des Arts de Nipissing Ouest.

Nous croyons sincèrement que la nouvelle vision communautaire, artistique et d'affaires proposées par le CANO au cours des derniers mois, était attendue et souhaitée depuis longtemps de la part d'une grande majorité de citoyens (ennes) de notre communauté.

Pour notre part, nous sommes convaincus que cette vision plus inclusive et rassembleuse que CANO propose maintenant, répond à un réel besoin de la part des gens et apporte aussi de nouvelles possibilités pour l'ensemble de notre municipalité et de notre région.

Après quelques rencontres et des discussions fructueuses avec M. Dany H. Poulin, directeur général et programmation du CANO, nous pouvons affirmer qu'il a su nous démontrer de façon convaincante l'importance du rôle qu'il peut jouer dans notre communauté sur le plan du développement économique et touristique si on lui en donne l'opportunité ainsi qu'à son équipe.

**La stratégie du CANO est simple, crédible, cohérente et réaliste en plus de bonifier considérablement l'accessibilité à des événements culturels et communautaires de qualité, douze (12) mois par année, et ce, pour l'ensemble de notre population et des touristes de passage chez-nous.** De plus, nous avons la conviction que ces nouvelles activités culturelles, économiques et touristiques auront un impact stimulant et positif sur la qualité de vie des gens du Nipissing Ouest.

C'est pour toutes ces raisons, que **nous vous demandons de bien vouloir considérer favorablement la demande de partenariat financier triennal proposée par le Conseil des Arts de Nipissing Ouest** afin que cet organisme puisse agir en guise de levier économique, touristique et culturel tout en participant activement au développement, au rayonnement et à la croissance de notre municipalité.

Merci à l'avance de l'attention que vous porterez à cette lettre de recommandation et d'appui envers le CANO qui, depuis quelques mois déjà, apporte un vent de renouveau sur notre communauté.

Très cordialement,



**KIM ROYER, Co-owner - Twiggs**



**ADAM ROYER, Co-owner - Twiggs**

# Les Jeudis Découvertes Thursday Discoveries

## Disposition / Lay Out



La série **Les Jeudis Découverte** proposera à la communauté de découvrir le talent d'un artiste en émergence dans le cadre d'un 5 à 7 chaleureux et convivial qui aura lieu à la salle Marcel-Noël revampée pour l'occasion en formule cabaret (voir photo). Cette série de spectacles serait présentée en collaboration avec la Chambre de commerce et mettrait aussi en valeur un membre de la communauté d'affaires de Nipissing Ouest. Tous les membres de la communauté sont les bienvenus.

The **Thursday Discoveries** serie will propose to the community to discover talented new emerging artists during a sympatic and relax business after hours which will be held at Salle Marcel-Noël, repimp for the occasion with a Cabaret lay out (see picture). This concerts serie will be presented with the collaboration of Chamber of Commerce and will also feature a member of the West Nipissing business community. All community members are welcomed to attend to this activity.



# Un secteur économique qui rapporte

Le lundi 20 juin 2016, 0h00

Commentez



Éric Lord

**ÉCONOMIE. Les arts et la culture jouent un rôle plus important que l'on pourrait être porté à le croire dans l'économie de la Mauricie et du Centre-du-Québec.**

Une recherche menée par Frédéric Laurin, professeur-chercheur à l'Université du Québec à Trois-Rivières (UQTR), positionne le secteur des arts et de la culture comme

un important pôle économie et un secteur en pleine croissance.

«Quand on avait regardé les chiffres en termes de culture pour le Fonds de diversification économique, je me demandais s'il s'agissait vraiment d'un secteur porteur. J'ai écrit à Éric Lord [directeur général de Culture Mauricie] et il m'a répondu avec toutes les initiatives culturelles qui avaient été faites. On a voulu en avoir le cœur net et vraiment en ressortir les chiffres. On découvre qu'il y a beaucoup d'emplois reliés à ce secteur d'activité en Mauricie et au Centre-du-Québec», commente Frédéric Laurin.

En Mauricie, les arts, spectacles et loisirs représentent 2,77% du PIB, soit 227,5 millions \$. Il s'agit d'un poids supérieur aux secteurs du meuble, de la fabrication de produits métalliques et des produits en bois.

Seules les régions de Montréal, de la Capitale-Nationale, du Bas-Saint-Laurent et des Laurentides ont un meilleur poids du secteur des arts, spectacles et loisirs, en vertu de données de 2012.

Par ailleurs, le secteur a connu une croissance de 21% en cinq ans, une hausse supérieure à la moyenne québécoise. Les informations, la culture et les loisirs génèrent 4066 emplois à travers la

région.

«Ce n'est pas le fruit du hasard, souligne Éric Lord, directeur général de Culture Mauricie. C'est un secteur dynamique, entreprenant, créatif et qui s'exporte. C'est aussi le résultat d'investissements publics. La culture, une dépense? Non, c'est un investissement extrêmement payant.»

«La Mauricie est encore identifiée comme une région industrielle, voire même une région sur le déclin. Je crois qu'on gagnerait à publiciser nos leaders culturels pour promouvoir ce pôle économique important et changer l'image de la région», ajoute M. Laurin.

En Mauricie comme au Centre-du-Québec, 100\$ de production dans le domaine des arts et de la culture génèrent 205,04\$ en retombées directes, indirectes et induites.

Ces publications sont issues d'informations recueillies dans le cadre d'une étude de faisabilité pour le développement d'une agence de commercialisation des produits culturels en Mauricie et au Centre-du-Québec réalisée par l'Institut de recherche sur les PME de l'UQTR sous la direction du professeur-chercheur Frédéric Laurin, à la demande de Culture Mauricie et de Culture Centre-du-Québec.

**Dre Klère D. Bourgault**  
BSc(KIN) M.A.Ed CCFP (PC) FCFP

Family Medicine  
Médecine familiale

Verner Clinic  
11790 Hwy. 64, Box 28  
Verner, ON • P0H 2M0

May 22, 2018

To: West Nipissing Council. Mayor Joanne Savage

Re: Verner Medical Office. Dr. Klère Bourgault

Dear Mayor Joanne Savage,

Please accept this letter as a formal request for the municipality's anticipated rapid response and assistance to the loss of my medical office in Verner.

After almost 18 years of practice in Verner, my nurse, Kathie Laurin, and I were asked to evacuate within less than 24 hours on April 24th. I contacted Mr. Ron Laforge at the Verner Pharmacy for help and he generously offered 2 small spaces to set up our temporary office. Otherwise, my office practice would have to be closed indefinitely. Fortunately, my office was closed to patient care for only 2 days. We set up two of the 5 computers required in the small space and started seeing patients again April 30<sup>th</sup>. The move did incur a cost to set up the computers and a basic telephone line in the temporary location.

Presently, the space is barely adequate. One of the two rooms serves as the reception area. It has the blood pressure monitor, server, reception computer, printer, scanner and temporary telephone line. Kathie barely has space to work on or assess patients' vital signs. The second room serves as my office and room for patient visits. It holds one of our office desks, two chairs, one stool and a small cabinet for medical supplies. The scale to weigh babies is on top of this. We were not able to bring the adult weigh scale and there is insufficient room for an exam table for adults. The patient waiting area is in the general pharmacy and lacks privacy. Because of the small space we are limited on the number of appointments. We are unable to presently receive or send faxes, unable to do certain procedures (PAP tests, joint injections, minor procedures). We had to stop providing our service of doing our patients' blood tests at the office in Verner due to limited space and storage. For my elderly patients this has been a much-appreciated service over the last 17 years, as they can avoid driving to the hospital and waiting to have their blood tests.

When I was informed May 16<sup>th</sup> by Stéphane Poulin that a further assessment may take up to 3 months for a decision on the sick building, I was honestly devastated. I have put my professional

heart and soul in my practice and truly enjoy my role as a Family Physician in Verner. When I was granted the RNPGA contract (previously known as Community Sponsored Contract) in February 2000, I immediately got involved in the design of the space for my office. I had planned from the start to have computers and EMR (Electronic Medical Records). In 2000, this was not part of mainstream practice as it is now, so I obtained a \$30,000 business loan to assure proper EMR set up. As you can see, I was fully invested in my set up and long-term commitment to my community from the onset. Kathie and I opened the office's door on July 2<sup>nd</sup>, 2000.

The RNPGA Physician's infrastructure and overhead (office space) is the Community's commitment and terms of the contract. The present office's furniture, equipment, medical supplies, office supplies, remaining computers, remaining paper charts and everything else that is needed to run a medical office is still in the sick building. This can all be moved, eventually to a suitable, mutually agreed on office space and site. What we need now is a suitable space. The new site needs to be wheelchair accessible, open concept central area, 3 exam rooms, private office space and EMR (computer) efficient. Essentially, the design of the 18-year-old office that has passed the test of use over time. A medical office is complex in that it serves patients at various stages of their lives. The space needs to be safe, private and welcoming. I have some ideas on possible space and location that we can discuss.

It is not realistic to wait over 3 months for a decision about the sick building. What if we can't go back in at all in 3 months? We can't even access our belongings at this time. The uncertainty makes a difficult, unpredictable profession even more challenging. A decision for a new location is needed soon to assure return of full services. One thing the municipality can count on, is my devotion to continue practicing for another 12 years. That will add up to 30 years of service to the Community of Verner and West Nipissing. I certainly hope and pray that the Community will invest in this contract again for Verner to keep its only doctor, working locally in Verner.

Sincerely,



Dr. Klère Bourgault BSc. Kin, MA Ed, CCFP (PC) FCFP

Cc: Stéphane Poulin West Nipissing

Lison Breton (MOHLTC)

Cynthia Desormiers CEO WNGH

# MEMORANDUM

**TO:** Mayor and Council

**FROM:** Stephan Poulin, Director of Economic Development and Community Services

**DATE:** May 31<sup>st</sup>, 2018

**RE:** Permission to utilize slogan for IPM 2019

As part of their marketing strategy, the 2019 International Plowing Match is requesting permission from council to use the “Joie de Vivre” slogan. Given that a large percentage of attendees are English speaking, they feel as though they would extend the slogan to include “Love Life” on their promotional material in addition to “joie de vivre”.

An example of what their brand could look like is as follows;



## Joie de vivre



[www.westnipissingouest.ca](http://www.westnipissingouest.ca)



# MEMORANDUM

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**TO:** Mayor and Council  
**AND TO:** Jean-Pierre (Jay) Barbeau  
**FROM:** Janice Dupuis, Deputy Clerk  
**DATE:** June 1<sup>st</sup>, 2018  
**RE:** **DISCUSSION re: SUMMER COUNCIL MEETINGS**

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Council is required to discuss and select the summer meeting dates for the months of July and August 2018.

As in past practice, the second Tuesday of each month are being proposed for Council's consideration as follows :

- Tuesday, **JULY 10<sup>th</sup>, 2018** at 6:30 PM in Council Chambers
- Tuesday, **AUGUST 14<sup>th</sup>, 2018** at 6:30 PM in Council Chambers

If acceptable, a resolution will be brought forward to the June 19<sup>th</sup> regular Council meeting for approval.

Thank you

**Joie de vivre**



[www.westnipissingouest.ca](http://www.westnipissingouest.ca)

# MEMORANDUM

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**TO:** Mayor and Council

**FROM:** Melanie Ducharme, Clerk  
Janice Dupuis, Deputy Clerk

**DATE:** June 1, 2018

**RE:** **AMO CONFERENCE – REQUEST FOR DELEGATIONS**

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The 2018 Association of Municipalities of Ontario Conference which is scheduled from August 19<sup>th</sup> to the 22<sup>nd</sup> in Ottawa is quickly approaching.

We are bringing to Council's attention that the deadline for submitting ministry delegation requests for the 2018 AMO conference is **Tuesday, July 3<sup>rd</sup>, 2018.**

Council should discuss and be prepare to formalize their delegation requests at the June 12<sup>th</sup> Council meeting.

Thank you.

**Joie de vivre**



[www.westnipissingouest.ca](http://www.westnipissingouest.ca)

# MEMORANDUM

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**TO:** Mayor and Council  
**FROM:** Melanie Ducharme, Clerk  
**DATE:** June 1, 2018  
**RE:** **REQUEST FOR EXEMPTION OF A MOBILE FOOD EQUIPMENT LICENCE**

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Attached hereto is a request for an exemption of a mobile food equipment licence as required under By-Law 2016/40.

The "Centre de formation du Nipissing" is requesting the following:

1. A mobile food equipment licence exemption in order to hold a fundraiser through the sale of Beaver Tails on the date and time indicated below:  
  
➔ Wednesday, June 20<sup>th</sup>, 2018 from 11:00 AM until 6:30 PM
2. Council's authorization to use a portion of the municipal parking lot located at the intersection of King and Queen Street for the fundraiser.

Thank you,

**Joie de vivre**



**West Nipissing Ouest**

Joie de vivre

[www.westnipissingouest.ca](http://www.westnipissingouest.ca)



**Votre place... votre succès**

## Le centre de formation du Nipissing



630, rue Cassells  
**North Bay**, ON P1B 4A2  
Téléphone: (705) 472-6673  
Télécopieur: (705) 497-1825

219, rue King  
**Sturgeon Falls**, ON P2B 1S1  
Téléphone : (705) 753-1566  
Télécopieur : (705) 753-5412

Le 29 mai 2018

Mme Janice Dupuis  
Greffière adjointe  
Municipalité du Nipissing Ouest

RECEIVED

MAY 31 2018

Mme Dupuis,

Tel que demandé, voici notre demande formelle pour l'approbation de notre activité de levée de fonds du kiosque Beaver Tails.

Encore cette année, le centre de formation organise une journée pleine d'activités dans le cadre de son 27<sup>e</sup> assemblée générale annuelle. L'une de nos activités est la vente de queues de castors. C'est activité est à la fois une activité de sensibilisation et aussi une levée de fonds pour les programmes et services du centre de formation du Nipissing.

Date de l'événement : le mercredi 20 juin 2018

Heure : 11h à 18h30

Endroit : stationnement municipal, coin des rue King et Queen

Activité : vente de queues de castor (kiosque mobile Beaver Tails) pour une levée de fonds pour le centre de formation du Nipissing.

Commanditaire : Caisse Populaire Sturgeon Falls

Nous vous remercions à l'avance pour l'approbation que vous porterez à notre demande.

La directrice,

Denyse De Bernardi

# MEMORANDUM

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**TO:** Mayor and Council  
**FROM:** Melanie Ducharme, Municipal Clerk/Planner  
**DATE:** June 1, 2018  
**RE:** **PARKING – MUSKOSUNG LAKE ROAD**

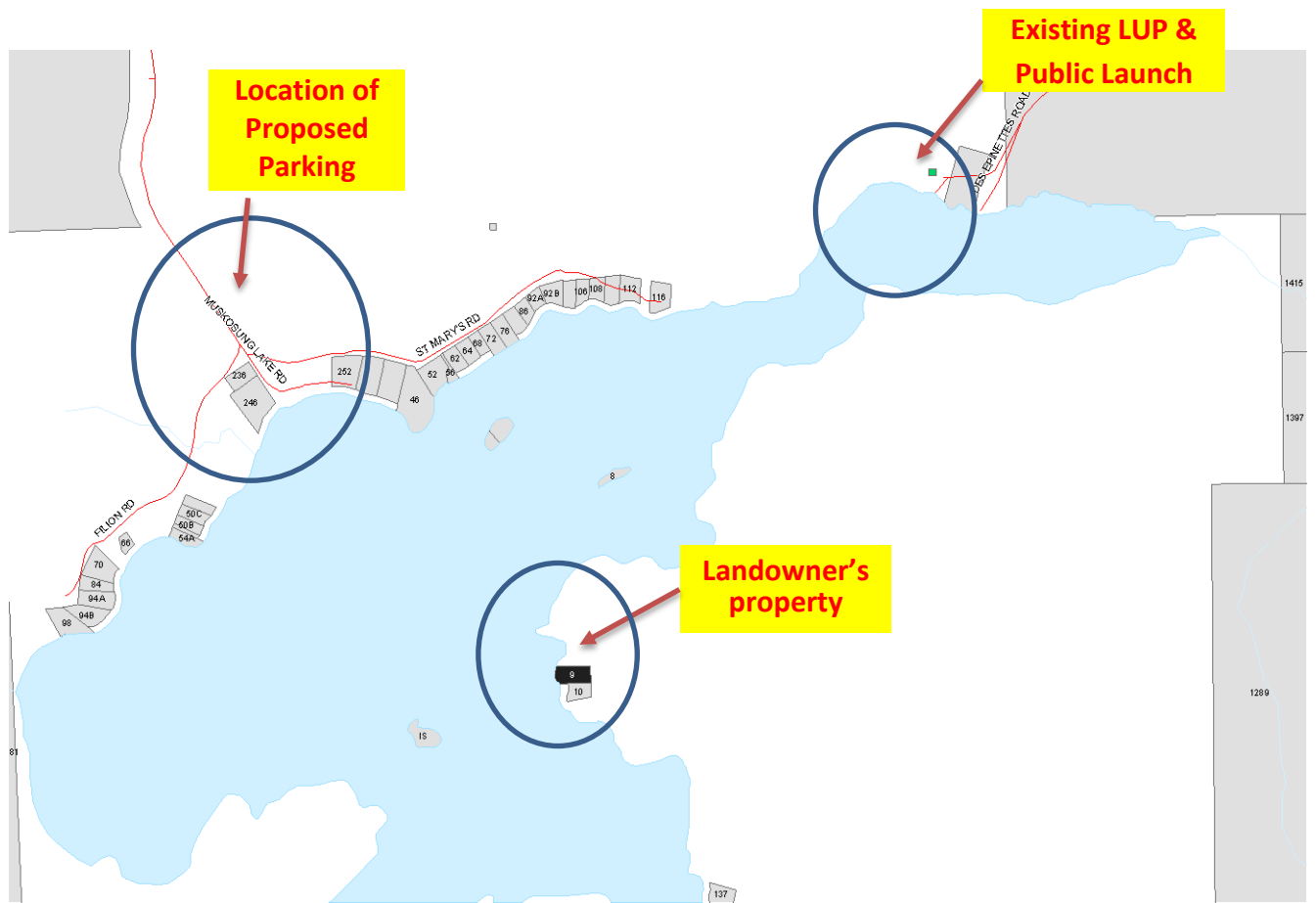
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The Municipality has been approached by residents of Muskosung Lake, whose properties are accessible by water only, to assist them in solving an issue with parking.

For many years the owners have enjoyed parking arrangements with a private landowner on Muskosung Lake Road. They have been advised however, that these arrangements are being terminated. The owners attempted to make arrangements with the MNR for a Land Use Permit on Crown lands adjacent to Muskosung Lake Road, which were denied. The attached MNR letter directs them to the Municipality and the use of the existing public access launch which is located behind the Field Subdivision. For a number of reasons, most particularly due to safety and the lack of visibility of the boat launch from their property, this location is not considered viable.

Attached are sketches showing the location of the existing public access as well as where the landowner properties are located. The owners are seeking parking at the end of Muskosung Lake Road in the proximity of the municipal turn-around for boats, trailers and motor vehicles for themselves and guests of their properties. This turn-around is located on Crown Land; however the municipality has maintained it since amalgamation.





July 17, 2017

Mike and Carol Boyle  
2352 Arnold Cres.  
Burlington ON L7P 4G3

**Re: NB2016-0151 Request for Land Use Permit on Muskosung Lake**

Dear Mr. and Mrs. Boyle

This letter is further to the application that was received on August 17, 2015 regarding the above. The Ministry regrets to inform you that your application was not approved.

Lake Muskosung has existing public access that is maintained by the Municipality of West Nipissing. In circumstances where public access already exists, it is not the Districts practice to create additional access points for individual users. We would encourage you to utilize the existing public access when visiting Muskosung Lake. For any questions related to the use of the publicly maintained access, please contact the Municipality of West Nipissing 705-753-2250.

If you have any questions about your application, please do not hesitate to contact Chelsea LeBlanc A/Lands and Waters Technical Specialist at (705)-475-5605 or email [chelsea.b.leblanc@ontario.ca](mailto:chelsea.b.leblanc@ontario.ca)

Sincerely,

A handwritten signature in dark ink, appearing to read "Randy McLaren".

Randy McLaren  
Resource Operations Supervisor  
North Bay District  
Ministry of Natural Resources and Forestry

# MEMORANDUM

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**TO:** Mayor and Council  
**FROM:** Melanie Ducharme, Clerk  
**DATE:** June 1, 2018  
**RE:** **911 FARM INITIATIVE**

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For reference purposes, the above subject matter was discussed at the December 19<sup>th</sup>, 2017 Council meeting during which the attached letter from Mrs. Beaudry was presented for discussion purposes.

**Joie de vivre**



[www.westnipissingouest.ca](http://www.westnipissingouest.ca)

Madeleine Beaudry  
74 Goulard Road  
Sturgeon Falls, ON  
P2B 2R8

November 13, 2017

Municipality of West Nipissing  
Holditch Street  
Sturgeon Falls, ON

Dear Honourable Joanne Savage and Council,

Over the years, I have become more aware and concerned about on-farm accidents. West Nipissing has been fortunate in that there have not been farm accidents resulting in deaths or other serious injuries in recent years, however, West Nipissing has seen a number of field and / or farm-equipment fires in the last few years. My increased awareness concerning farm-related accidents has lead me to realize that this is a situation we can improve upon by working together. I would like to propose an initiative that I believe is very important and that would help alleviate some of these concerns.

In August of 2017 at the Hastings Farm Show, they launched an initiative called FARM 911, also called Emily's Project. It was so very sad to read about Emily's death as a result of an accident on the farm. What was more horrifying was that Emily's mother had to leave her small child injured, to go flag down the Ambulance as there was no 911 number located at the entrance to the farm field where the accident had occurred.

The Ontario Federation of Agriculture explains that FARM 911 is an awareness campaign designed to get municipalities and farmers working together to ensure that all rural properties are addressed with 911 numbers. I realize that here in West Nipissing, we do have 911 numbers for all residential properties, however, just as was the case in seven year old Emily Trudeau's family farm, we currently do not have 911 numbers at the entrances of farm fields in West Nipissing.

This letter serves as a request that the Municipality of West Nipissing consider having 911 numbers located at all farm field entrances. As we all may know, most farm accidents happen in the field and not necessarily at the location of the farm house or out-buildings. Not to mention, many farmers in West Nipissing are harvesting fields in areas where there are no houses/residences associated with the property at all. In some areas, if First Responders were called, they would not even be able to see the farmer from the roadway... So how would they find them?

One can only imagine how that First Responder would feel knowing someone is in desperate need of their assistance... yet they are unable to find their location. This creates a disturbing image of First Responders searching... driving up and down the road ...desperately trying to find the person in need of help. And, what of the injured person waiting for help... minutes feeling like hours. Wondering if help would arrive on time?

The other problem that could arise when there is a delay in locating a farm field accident is that First Responders may be unavailable to respond quickly to other emergencies. When response times are

delayed, everyone is affected. We must do everything possible to ensure that First Responders have good clear addresses to follow. Adding 911 numbers to farm field entrances would be a step in the right direction.

It would be reassuring and valuable to have our current 911 system updated to include farm-field entrances before the International Plowing Match coming up in 2019. I would like our Community to be recognized as a municipality that cares about its Farmers and their families. What an enlightening message it would send to other Municipalities that have not already taken this step! Over the last few years, the Farming Community in West Nipissing has spent millions of dollars on Tile Drainage and Land Clearing to expand and strengthen the Farming Community. This has brought many dollars into the Municipality. Agriculture remains a big part of West Nipissing and I do believe updating our 911 system to include farm field entrances would further help to keep everyone safe.

Sincerely,

Madeleine Beaudry



# MEMORANDUM

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**TO:** Mayor and Council  
**FROM:** Melanie Ducharme, Municipal Clerk/Planner  
**DATE:** June 1, 2018  
**RE:** **OFFER(S) TO PURCHASE MUNICIPAL LAND**

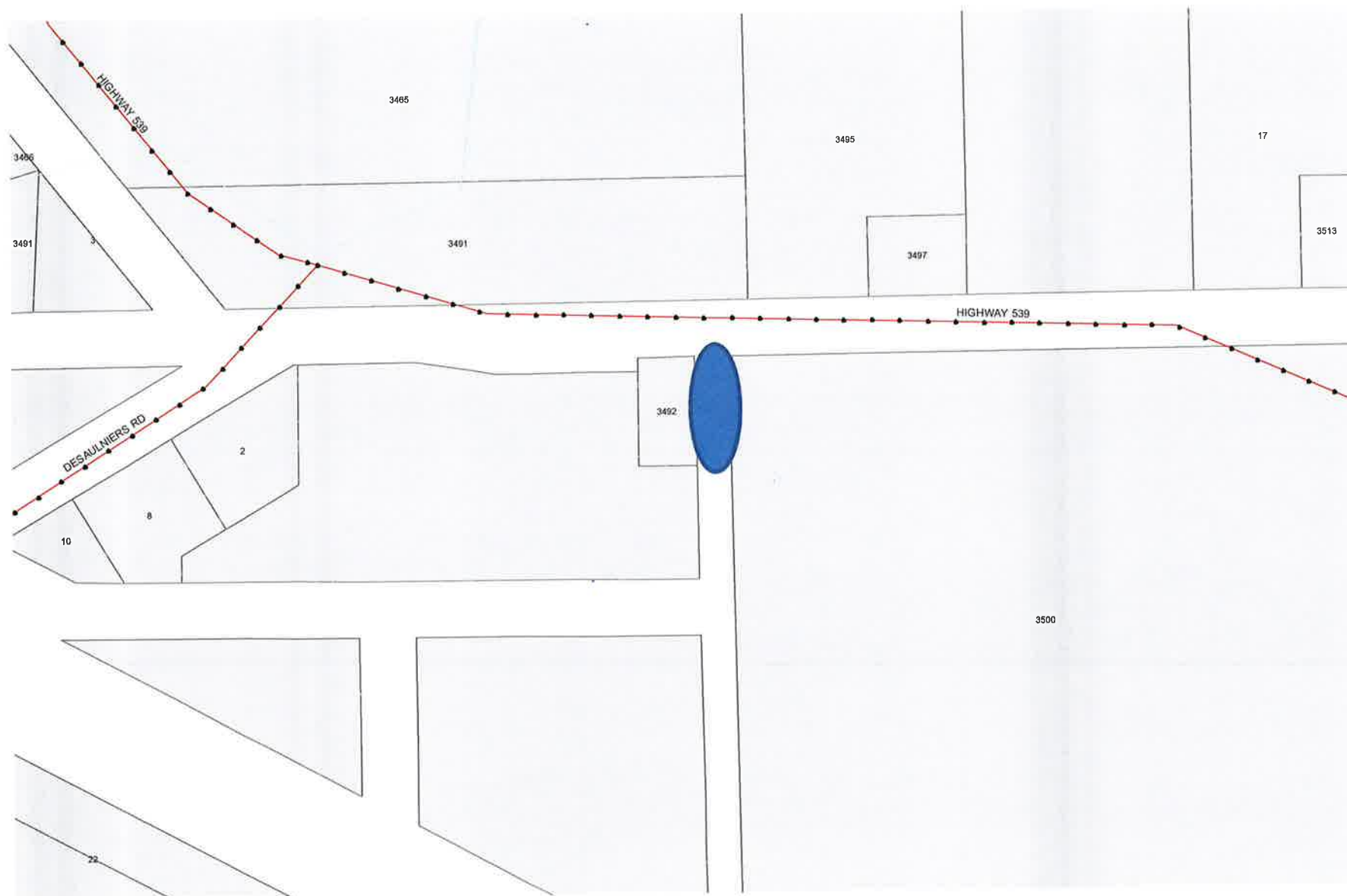
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By By-Law 2009/70 Council approved a sale of municipally owned property abutting 3492 Hwy. 539 in Desaulniers. Notwithstanding, the transaction never proceeded, the owner of the property has since deceased and the property is now being sold by the Bank.

The new prospective owners have been made aware that the property's well and septic bed is located on the municipally owned land and they are seeking to purchase the same lands as was previously approved in 2009. For Council's information, the lands are part of an unopened road allowance for a subdivision which was laid down in 1929 and never developed. All of the subdivision lands are in private ownership; however the road allowances became the Municipality's property at the time of amalgamation.

Given the length of time that has passed since the original offer was brought and approved, I am seeking re-confirmation of Council's approval to dispose of the lands in order to cure the encroachment.





# MEMORANDUM

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**TO:** Mayor and Council

**FROM:** Melanie Ducharme, Municipal Clerk/Planner

**DATE:** June 1, 2018

**RE:** **OFFER(S) TO PURCHASE MUNICIPAL LAND**

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I have received enquiries from two (2) abutting landowners with regard to the vacant municipally owned property located between Tamerack and Balsam Crescent. The lands were given to the Municipality by the Developer at the time of the Subdivision as the 5% Parkland dedication as is required in the *Planning Act*.

Both owners are seeking to enlarge their properties by adding on lands which are currently owned by the Municipality. Shown in **yellow** on the attached sketch is the boundary of the municipally owned property and outlined in **red** and **blue** are the respective portions which are being sought for purchase by the abutting owners.

It should be noted that the ditch which transects the property is part of the overall drainage system which drains the subdivision and ultimately discharges into the Roberge Municipal Drain (shown in purple on the sketch). If council wishes to dispose of the lands, as requested, I would recommend retaining or reserving an easement the lands on which the ditch is located as well as a sufficient working corridor for future maintenance.

I am seeking Council's direction as to whether there is any wish to declare surplus and dispose of any of this property at this time.

Thank you,







**BY-LAW 2018/50**

**BEING A BY-LAW TO PROVIDE TAX ASSISTANCE TO  
CERTAIN ELDERLY AND DISABLED RESIDENTS WHO  
ARE OWNERS OF REAL PROPERTY**

**WHEREAS** Section 319(1) (2) of the *Municipal Act, S.O. 2001*, Chapter 25, as amended to October 12, 2002, provides that the Council of a municipality shall, for the purpose of relieving financial hardship, pass a by-law providing for cancellation of, or other relief in respect of, tax increases on property in the residential property class for owners who are, or whose spouses or same-sex partners, are low-income seniors or low-income persons with disabilities as are both defined in said by-law;

**AND WHEREAS** the Council of the Corporation of the Municipality of West Nipissing deems it expedient to provide for tax relief in the manner herein described;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING HEREBY ENACTS AS FOLLOWS:**

**1. DEFINITIONS**

- 1.1 **"Corporation"** shall mean the Corporation of the Municipality of West Nipissing.
- 1.2 **"Eligible Person"** shall mean a low-income person with disabilities or a low-income senior or the spouse or same-sex partner of such eligible person.
- 1.3 **"Low-Income Person with Disabilities"** shall mean a person who is in receipt of an increment paid under the Ontario Disability Support Program, 1997.
- 1.4 **"Low-Income Senior"** shall mean a person who is 65 years of age or older and in receipt of an increment paid under the Guaranteed Income Supplement (GIS), as established under Part II of the Old Age Security Act (Canada).
- 1.5 **"Owner"** shall mean a person assessed as the owner of residential real property and includes an owner within the meaning of the Condominium Act.
- 1.6 **"Treasurer"** shall mean the Treasurer of the Corporation of the Municipality of West Nipissing.

**2. TAX RELIEF GRANTED**

- 2.1 Tax relief granted pursuant to this by-law shall be in the form of a cancellation of the eligible amount, provided that:
  - 2.1.1 such owner or the spouse of such owner occupies or occupy on a permanent basis, the property in respect of which the application for tax relief is made;
  - 2.1.2 such owner or the spouse of such owner or both has or have been assessed as the owner of the residential real property in the municipality for a period of not less than one year immediately preceding the date of the application for relief; and
  - 2.1.3 the balance of the property tax (including any arrears of taxes) is paid in full.
- 2.2 Where a property is owned jointly or co-owned with persons other than the owner's spouse, both or all co-owners must qualify under the eligibility criteria of Section 2.1 of this by-law.
- 2.3 No tax relief granted pursuant to this by-law shall be allowed to an owner in respect of more than one (1) single residential family dwelling unit in any year.
- 2.4 The amount of the tax cancellation shall be determined as follows:
  - 2.4.1 If the total taxes for municipal and school purposes for a qualifying property of

an eligible person exceeds its total for the preceding year, the amount of the tax cancellation is the amount of the difference, provided that said difference exceeds \$30.00. Increases above \$30.00 will be cancelled to a maximum of \$100.00.

- 2.5 The necessary adjustments in accordance with this by-law shall only be applied to an eligible person's tax account after the 1<sup>st</sup> installment of the final tax bill is issued, which shall reduce the amount owing for the 2<sup>nd</sup> installment billed.

### **3. APPLICATIONS**

- 3.1 All applications for tax relief must be in writing on a form prescribed by the corporation of this purpose and must be submitted to the Treasurer on or before the last day of August, in the year for which the application applies.
- 3.2 All applications must include:
- 3.2.1 evidence of ownership; and
  - 3.2.2 evidence of benefits received by the applicant under the Ontario Disability Support Program Act and/or the Old Age Security Act (Canada).
- 3.3 Applications must be submitted annually to the Treasurer to establish continued eligibility.
- 3.4 All applications must be submitted to the Treasurer of the Corporation at the Municipality of West Nipissing, 101-225 Holditch Street, Sturgeon Falls, Ontario, P2B 1T1.

### **4. REPEALS**

- 4.1 Any and all other by-laws or resolutions inconsistent with this by-law are hereby repealed.

### **5. ENACTMENT**

- 5.1 This by-law shall come into force and take effect immediately upon the final passing thereof.

**ENACTED AND PASSED THIS 5<sup>th</sup> DAY OF JUNE 2018 AS WITNESSED BY THE SEAL OF THE CORPORATION AND THE HANDS OF ITS PROPER OFFICERS.**

---

JOANNE SAVAGE  
MAYOR

---

MELANIE DUCHARME  
CLERK

*(See attachments)*



THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING

**SCHEDULE "A" TO BY-LAW 2018/50**

**APPLICATION FOR TAX RELIEF FOR LOW-INCOME SENIORS/DISABLED**

<b>NAME:</b>	<b>DATE OF BIRTH:</b>
<b>CUST. ACCOUNT #:</b>	<b>PHONE #:</b>
<b>ADDRESS:</b>	
<b>DATE OWNER PURCHASED PROPERTY:</b>	

List the Names and Addresses of all owners of property:

<u>OWNER</u>	<u>ADDRESS</u>

**DECLARATION:**

- I/We receive benefits under (check one)  
☐ Ontario Disability Support Program (ODSP)  
☐ Guaranteed Income Supplement (GIS) under Part II of the Old Age Security Act
- I/We have read the attached municipal by-law and confirm that I (we) satisfy all criteria for qualifications.
- I/We do hereby submit proof of our receipt of benefits stated in Clause #1 of this declaration.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**FOR MUNICIPAL OFFICE USE ONLY :**

**CALCULATION:**

Current year taxes: (a) \_\_\_\_\_ - Preceding year taxes: (b) \_\_\_\_\_ = (c) \_\_\_\_\_  
Amount of Cancellation  
(maximum \$100)

☐ Entered in Roll      Date: \_\_\_\_\_      Treasurer: \_\_\_\_\_

*The information collected in this application will be used to determine the applicant's eligibility under the Senior and Disabled Tax Relief Program in accordance with the provisions of the Municipal Freedom of Information and Protection of Persons Privacy Act. All information collect shall remain confidential.*

## RÈGLEMENT MUNICIPAL 2018/50

### RÈGLEMENT MUNICIPAL ADOPTÉ EN VUE D'OFFRIR DE L'AIDE FISCALE À CERTAINS RÉSIDENTS ÂGÉS ET HANDICAPÉS QUI SONT PROPRIÉTAIRES DE BIENS IMMOBILIERS

**ATTENDU QUE** l'article 319 (1) (2) de la *Loi sur les municipalités R.O. 2001*, chapitre 25, tel qu'amendé jusqu'au 12 octobre, 2002, stipule que le conseil d'une municipalité est tenu, en vue d'alléger les difficultés financières de ces personnes, de prendre un règlement municipal prévoyant l'annulation de l'impôt qui est prélevé sur les biens de la catégorie des biens résidentiels, ou une autre forme d'allègement en rapport avec cette augmentation, dans le cas des propriétaires qui satisfont à l'une ou l'autre des conditions suivantes ou dont le conjoint ou partenaire de même sexe satisfait: ils sont des personnes âgées à faible revenu ou des personnes à faible revenu atteintes d'une invalidité au sens du même règlement;

**ATTENDU QUE** le conseil de Corporation de la Municipalité de Nipissing Ouest considère qu'il est opportun d'offrir de l'aide fiscale selon les modalités décrites aux présentes;

**À CES CAUSES, LE CONSEIL DE LA CORPORATION DE LA MUNICIPALITÉ DE NIPISSING OUEST PROMULGUE, PAR LES PRÉSENTES, CE QUI SUIT:**

#### 1. DÉFINITIONS

- 1.1 **"Corporation"** s'entend de la Corporation de la Municipalité de Nipissing Ouest.
- 1.2 **"Personne admissible"** s'entend d'une personne à faible revenu atteinte d'une invalidité ou une personne âgée à faible revenu ou le conjoint ou partenaire de même sexe de ladite personne admissible.
- 1.3 **"Personne à faible revenu atteinte d'une invalidité"** s'entend d'une personne qui touche des prestations versées en vertu du Programme ontarien de soutien aux personnes handicapées, 1997.
- 1.4 **"Personne âgée à faible revenu"** s'entend d'une personne âgée de 65 ans ou plus qui touche des prestations versées en vertu du Supplément de revenu garanti (SRG), tel que prévu en vertu de la partie II de la Loi sur la sécurité de la vieillesse (Canada).
- 1.5 **"Propriétaire"** s'entend d'une personne visée par une évaluation à titre de propriétaire d'un bien immobilier d'habitation et s'entend également d'un propriétaire au sens de la Loi sur les condominiums.
- 1.6 **"Trésorier"** s'entend du trésorier de la Corporation de la Municipalité de Nipissing Ouest.

#### 2. ALLÈGEMENT FISCAL ACCORDÉ

- 2.1 L'allègement fiscal accordé en vertu du présent règlement doit être sous forme d'annulation du montant admissible, sous réserve que:
  - 2.1.1 le dit propriétaire ou le conjoint du dit propriétaire occupe le bien de façon permanente, à l'égard duquel la demande d'allègement fiscal est faite; et
  - 2.1.2 le dit propriétaire ou le conjoint du dit propriétaire ou les deux ont été visés par une évaluation à titre de propriétaire d'un bien immobilier d'habitation dans la municipalité pour une période d'au moins un an précédant immédiatement la date de la demande d'allègement fiscal; et
  - 2.1.3 le solde de l'impôt foncier (y compris tout arriéré d'impôt) est entièrement libéré.
- 2.2 Lorsque le bien est une propriété conjointe ou une copropriété appartenant à une ou des personnes autres que le conjoint du propriétaire, les deux ou tous les

copropriétaires doivent avoir droit à l'allégement fiscal en vertu des critères d'admission tels qu'énoncés à l'article 2.1 du présent règlement municipal.

- 2.3 Aucun allégement fiscal visé par le présent règlement municipal ne sera accordé à un propriétaire à l'égard de plus d'une (1) unité d'habitation résidentielle unifamiliale dans l'année.
- 2.4 Le montant de l'annulation d'impôt doit être établi comme suit:
  - 2.4.1 Si le montant total des impôts destinés à des fins municipales et scolaires sur le bien admissible d'une personne admissible dépasse le montant total de l'année précédente, le montant de l'annulation d'impôt est le montant de la différence, pourvu que ladite différence dépasse 30\$. Toute augmentation dépassant 30\$ sera annulée jusqu'à maximum de 100\$.
- 2.5 Les rajustements nécessaires prévus par le présent règlement municipal doivent s'appliquer au compte de taxes d'une personne admissible seulement après l'émission du premier acompte provisionnel de la facture finale d'impôt; la réduction s'appliquera au montant exigible du deuxième acompte provisionnel.

### **3. DEMANDE**

- 3.1 Toute demande d'allégement fiscal doit être faite par écrit sur une formule prescrite à ces fins par la Corporation et doit être soumise au trésorier au plus tard le dernier jour du mois d'août de l'année d'application.
- 3.2 Toute demande doit comprendre:
  - 3.2.1 la preuve de propriété; et
  - 3.2.2 la preuve des prestations que le demandeur a reçues en vertu de la Loi sur le Programme ontarien de soutien aux personnes handicapées et/ou la Loi sur la sécurité de la vieillesse (Canada).
- 3.3 Les demandes doivent être soumises au trésorier chaque année afin d'établir l'admissibilité continue.
- 3.4 Toute demande doit être soumise au trésorier de la Corporation de la Municipalité de Nipissing Ouest, 101-225, rue Holditch, Sturgeon Falls, Ontario, P2B 1T1.

### **4. ABROGATION**

- 4.1 Tout autre règlement municipal et toute autre résolution allant à l'encontre du présent règlement municipal sont par les présentes abrogés.

### **5. PROMULGATION**

- 5.1 Le présent règlement municipal entrera en vigueur dès son adoption définitive.

**PROMULGUÉ ET ADOPTÉ CE 5<sup>ÈME</sup> JOUR DE JUIN 2018 TEL QUE TÉMOIGNÉ PAR LE SCEAU DE LA CORPORATION ET DES MAINS DE SES OFFICIERS AUTORISÉS**

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JOANNE SAVAGE  
MAIRE

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MELANIE DUCHARME  
GREFFIÈRE

*(Voir annexe)*



**ANNEXE "A" AU RÈGLEMENT MUNICIPAL 2018/50**

**DEMANDE D'ALLÈGEMENT FISCAL POUR PERSONNES ÂGÉES À FAIBLE REVENU  
OU POUR PERSONNES À FAIBLE REVENU ATTEINTES D'UNE INVALIDITÉ**

NOM:	DATE DE NAISSANCE:
NO. DE COMPTE DU CLIENT:	N° DE TÉLÉPHONE:
ADRESSE:	
DATE D'ACHAT DU BIEN PAR LE PROPRIÉTAIRE:	

Inscrivez les noms et adresses de tous les propriétaires de biens:

<u>PROPRIÉTAIRE</u>	<u>ADRESSE</u>

**DÉCLARATION:**

- Je reçois (Nous recevons) des prestations en vertu (cocher une case)
  - ☐ du Programme ontarien de soutien aux personnes handicapées
  - ☐ du Supplément de revenu garanti (SRG) tel que prévu en vertu de la partie II de la Loi sur la sécurité de la vieillesse
- J'ai lu (Nous avons lu) le règlement municipal ci-joint et je confirme (Nous confirmons) remplir toutes les conditions.
- Par les présentes, je donne (Nous donnons) la preuve des prestations que je reçois (nous recevons), tel qu'énoncé à l'alinéa 1 de la présente déclaration.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**RÉSERVÉ POUR LE BUREAU MUNICIPAL :**

**CALCUL:**

Impôts de l'année en cours: (a) \_\_\_\_\_ - Impôts de l'année précédente: (b) \_\_\_\_\_ = (c) \_\_\_\_\_  
Montant annulé  
(maximum 100\$)

☐ Inscrit au rôle    Date: \_\_\_\_\_    Trésorier(ière): \_\_\_\_\_

*Les renseignements recueillis dans la présente demande serviront à déterminer si le demandeur est admissible en vertu du Programme d'allègement fiscal pour personnes âgées et personnes atteintes d'une invalidité conformément aux dispositions de la Loi sur l'accès à l'information municipale et la protection de la vie privée. Tous les renseignements recueillis demeureront confidentiels.*



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

Resolution No.

**2018 /**

**JUNE 5, 2018**

Moved by / *Proposé par* :

Seconded by / *Appuyé par* :

**BE IT RESOLVED THAT** By-Law **2018/50**, being a by-law to provide tax assistance to certain elderly and disabled residents who are owners of real property, shall come into force and take effect on the date it is passed.

	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 /**

**JUNE 5, 2018**

Moved by / *Proposé par* :

Seconded by / *Appuyé par* :

**WHEREAS** at a meeting held on June 5, 2018, the Council for the Municipality of West Nipissing recommended the transfer of certain municipally owned lands located on Railway Avenue, Sturgeon Falls;

**AND WHEREAS** the lands described as Part of Lot 3, Concession 1, Plan 36R-14187, Springer Township, now the Municipality of West Nipissing, District of Nipissing must first be declared surplus by the Corporation of the Municipality;

**BE IT RESOLVED THAT** Part of Lot 3, Concession 1, Plan 36R-14187, Springer Township, now the Municipality of West Nipissing, District of Nipissing, is hereby declared as surplus.

	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

## BY-LAW 2018/51

### BEING A BY-LAW TO AUTHORIZE THE SALE OF LAND BEING PART OF LOT 3, CONCESSION 1, PLAN 36R-18187, SPRINGER TOWNSHIP, MUNICIPALITY OF WEST NIPISSING, DISTRICT OF NIPISSING (VACANT LAND – RAILWAY STREET)

**WHEREAS** the lands described herein have been declared surplus by the Corporation of the Municipality of West Nipissing on June 5, 2018, by resolution no. 2018/\_\_\_\_\_;

**AND WHEREAS** the Corporation of the Municipality of West Nipissing has agreed to sell the lands described as follows:

Part of Lot 3, Concession 1  
Plan 36R-14187,  
Springer Township, Municipality of West Nipissing,  
District of Nipissing

**NOW THEREFORE** the Corporation of the Municipality of West Nipissing hereby enacts as follows:

1. That the Mayor and the Clerk be authorized on behalf of the Corporation of the Municipality of West Nipissing to transfer the following lands:

Part of Lot 3, Concession 1  
Plan 36R-14187,  
Springer Township, Municipality of West Nipissing,  
District of Nipissing

Being vacant lands located on Railway Street, Sturgeon Falls To **ONTARIO ABORIGINAL HOUSING SUPPORT SERVICES CORPORATION** for the sum of One Dollar (\$1.00) plus Harmonized Sales Tax.

**ENACTED AND PASSED THIS 5<sup>th</sup> DAY OF JUNE, 2018 AS WITNESSED BY THE SEAL OF THE CORPORATION AND THE HANDS OF ITS PROPER OFFICERS.**

\_\_\_\_\_  
JOANNE SAVAGE  
MAYOR

\_\_\_\_\_  
MELANIE DUCHARME  
CLERK



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

Resolution No.

**2018 /**

**JUNE 5, 2018**

Moved by / *Proposé par* :

Seconded by / *Appuyé par* :

**BE IT RESOLVED THAT** By-law **2018/51**, being a by-law to authorize the transfer of certain lands being Part of Lot 3, Concession 1, Plan 36R-14187 in the Township of Springer, Municipality of West Nipissing, District of Nipissing (vacant land – Railway Avenue); which shall come into force and take effect on the date it is passed.

	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

## **BY-LAW 2018/52**

### **BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A MUNICIPAL FUNDING AGREEMENT FOR HIGHWAY 17 IMPROVEMENTS WITH HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF TRANSPORTATION**

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**WHEREAS** the Ministry of Transportation is undertaking the design and construction of improvements to Highway 17 within the vicinity of the Municipality of West Nipissing;

**AND WHEREAS** the Municipality has proposed and the Ministry has agreed to integrate certain improvements, being a sidewalk along the road allowance of Highway 17 to the No Frills grocery store situated at 12035 Highway 17 in Sturgeon Falls;

**AND WHEREAS** the Ministry and Municipality have agreed to cost share on the tender, construction and construction administration costs of this requested specific improvement;

**THE COUNCIL FOR THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING  
HEREBY ENACTS AS FOLLOWS:**

- (1) THAT** the Mayor and Chief Administrative Officer are hereby authorized to sign an Agreement with Her Majesty the Queen in Right of the Province of Ontario as represented by the Minister of Transportation for improvements along the Highway 17 road allowance within the jurisdiction of the Municipality of West Nipissing.

**ENACTED AND PASSED THIS 5<sup>th</sup> DAY OF JUNE 2018 AS WITNESSED BY THE SEAL OF THE  
CORPORATION AND THE HANDS OF ITS PROPER OFFICERS.**

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JOANNE SAVAGE  
MAYOR

---

MELANIE DUCHARME  
CLERK

THIS AGREEMENT made in quadruplicate this 5th day of JUNE, 2018

**BETWEEN:**

**HER MAJESTY THE QUEEN in right of the Province of  
Ontario, represented by the Minister of Transportation  
for the Province of Ontario,**

(hereinafter referred to as “the Ministry”),

- and -

**THE MUNICIPALITY OF WEST NIPISSING,**

(hereinafter referred to as “the Municipality”),

**WHEREAS:**

- A. The Ministry is undertaking the design and construction of improvements to Highway 17, (under the jurisdiction and control of the Ministry) within the vicinity of the Municipality;
- B. The Municipality has proposed and the Ministry has agreed to integrate certain improvements to Highway 17 (under jurisdiction and control of the Municipality) as part of its overall scope of work for the Ministry’s planned improvements to Highway 17;
- C. The design and preparation of plans for the Work will be mutually carried out by the Ministry and the Municipality;
- D. The tender and construction of the Work will solely be carried out by the Ministry;
- E. The Ministry and the Municipality have agreed to cost share on the tender, construction and construction administration costs of the Work;
- F. The Ministry will be solely responsible for the cost of all required maintenance, repair and rehabilitation of the completed Work within the Ministry’s designated limits of Highway 17. The Municipality will be solely responsible for the cost of all required maintenance, repair and rehabilitation of the completed Work within the Municipality designated limits; and,
- G. Section 116 of the *Public Transportation and Highway Improvement Act*, R.S.O. 1990. C. P.50, as amended allows the Minister or his/her delegated representative to enter into agreements for the purposes of the PTHIA.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises and respective covenants contained herein, the parties hereto for themselves and their respective successors and assign mutually agree as follows:

**DEFINITIONS**

1.1 In this Agreement,

- a) “**Design**” means the approved detail design, preparation of the contract drawings, quantities and documents for the Work, in accordance with **Article 2**;
- b) “**Highway 17**” means any portion of the Highway Number 17, including its right-of-way and structures that is subject to the jurisdiction and control of the Ministry under the

PTHIA.

c) **“Work”** means the design and construction of highway improvements to Highway 17 which, as more particularly described, includes the Ministry’s resurfacing of Highway 17 from Coursol Road in Sturgeon Falls easterly for 0.4 km, and various drainage improvements on Highway 17. It also includes the Municipality’s construction improvements on Highway 17, including sidewalks and curbs to accessible commercial entrances. These are as illustrated in the map contained in **Schedule “A”** of this Agreement.

d) **“MTO Project”** means the Ministry’s planned improvements to Highway 17 within the vicinity of the Municipality into which the Municipality has proposed and the Ministry has agreed to integrate the Work under this Agreement;

e) **“Parties”** means the Ministry and the Municipality; and

f) **“PTHIA”** means the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c. P.50, as amended.

## DESIGN

- 2.1 The Parties shall be mutually responsible for the design of the Work which will be cooperatively carried out in accordance with all applicable specifications and standards of the Ministry.
- 2.2 The design of the Work shall be approved, stamped and signed by a Professional Engineer of Ontario.

## TENDER

- 3.1 The Ministry will tender the Work in accordance with the Ministry’s current practices and procedures for tendering.
- 3.2 If the unit bid prices or total bid price tendered for the Work is excessive, as determined by the Ministry, in its sole discretion, the Ministry has the right to cancel the award of such work or to tender any portion of such work. In the event the Ministry cancels the award for such work, this Agreement shall continue with the expectation that the Ministry in its sole discretion shall re-tender such work or any portion of such work in accordance with this Agreement.

## CONSTRUCTION

- 4.1 The Ministry shall be responsible for the construction of the Work, which shall be carried out in accordance with all applicable standards and specifications of the Ministry.
- 4.2 The Ministry shall provide the Municipality with at least thirty (30) days written notice before commencing the Work.
- 4.3 The Municipality shall permit the Ministry to enter upon the Municipality’s lands as may be necessary to construct the Work until the completion, which shall include and extend to any warranty and maintenance periods that may be required and set out in the Ministry’s construction contract for the Work.
- 4.4 The Municipality agrees that the construction activities of Ministry contractors shall take precedence over any construction activities of the Municipality’s contractor(s) within the construction limits of the Work; in such event, the Municipality also agrees that the Ministry’s contractor(s) will be recognized as the senior contractors. The Municipality further agrees that any construction activities of the Ministry’s and the Municipality’s respective contractors carried out within the construction limits of the Work will be coordinated through senior contractor(s) and that any conflicts in the various construction activities will be decided in favour of the Ministry’s senior contractor(s).
- 4.5 The Ministry shall provide to the Municipality the date the certificate of completion is

issued to the Ministry's contractor in respect to the Work.

- 4.6 Upon completion of the Work and notification from the Ministry, the Municipality shall inspect the Work within the Municipality limits and advise the Ministry of any defaults in the completion of the Work within twenty-eight (28) calendar days of notification. Upon the Municipality being satisfied that the Work has been completed and deficiencies corrected through the administration and cost of the Ministry, the Municipality shall provide written notice of acceptance of the Work.
- 4.7 Although the Ministry shall undertake the normal precautions and construction activities according to the normal practices of the Ministry, the Ministry does not warranty, either expressed or implied by this Agreement or otherwise, the construction of the Work.
- 4.8 If a lien is filed with the Ministry with respect to the construction of the Work within the provisions of the *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended, the Ministry shall resolve the lien at its own cost.

#### LONG TERM MAINTENANCE, REPAIR AND REHABILITATION

- 5.1 The Ministry shall be responsible, at its sole cost and expense, for all ongoing maintenance and repairs to the road surface of the Work as well as any required rehabilitation of the Work, within the Ministry's designated limits of Highway 17, in accordance with subsection 20(1) of the PTHIA and the definitions provided in Ministry Directive B-101. The Municipality shall be responsible, at its sole cost and expense, for all ongoing maintenance and repairs to the road surface of the Work as well as any required rehabilitation of the Work, within the Municipality's designated limits.

#### FINANCIAL

- 6.1 The Parties agree to cost share the eligible costs of the design, preparation of plans, tender, construction and construction administration of the Work, as detailed in **Schedule "B"** of this Agreement. The Municipality's total estimated share of eligible costs is estimated to be **\$100,000.00** excluding *Harmonized Sales Tax ("HST")*. The Ministry agrees to cap the Municipality's total contribution towards the project at \$100,000.00. The Municipality acknowledges and agrees that the said sum is an estimate only and that payment shall be made by the Municipality to the Ministry for the actual costs incurred in respect to the, preparation of plans and tender documents, construction and construction administration for the Work, including applicable administration fees and HST. A detailed breakdown of all cost share eligible items for the Work is indicated in **Schedule "C"** of this agreement.
- 6.2 The Parties agree that if the actual cost of the construction (\$80,000.00) and contract administration cost (\$20,000.00) of the Work should exceed their combined estimated sum of \$100,000.00, as individually shown in **Schedule "B"**, then the Parties agree that each will pay 50% of the amount in excess of \$100,000.00, plus a 15% Ministry administration overhead on 50% of that amount in excess of \$100,000.00 and applicable administrative fees and HST. The Ministry agrees to cap the Municipality's total contribution towards the project at \$120,000.00 excluding HST.
- 6.3 In addition to the Municipality's liability to pay the Ministry the actual costs for its share of eligible costs of the Work in accordance with **Sections 6.1** and **6.2**, the Municipality agrees to pay the Ministry 100% of the following:
  - (a) any increased costs incurred by the Ministry to comply with any request of the Municipality to change the Work;

- (b) any increased costs incurred by the Ministry to complete any additional work which is requested by the Municipality and not included in the eligible costs estimate provided to the Municipality as referred to in **Section 6.1**;
- (c) any increased costs incurred by the Ministry attributed to any delays associated with the Municipality;

## INVOICING

- 6.4 The Ministry shall invoice the Municipality for the actual cost of the completed Work that is at the cost of the Municipality under this Agreement, including applicable administrative fees and HST. The Municipality shall pay to the Ministry the amount of the invoices within the period of thirty (30) days from the receipt thereof. If the amount of the invoice exceeds the total estimated cost of the Work by more than 20%, then the Municipality shall have another thirty (30) days to seek approval of Municipality Council.
- 6.5 In the event the Municipality requests the Ministry to add further work or to delete planned work prior to the award of the tender during the tender process or during the construction of the MTO Project, and the Ministry agrees to such a request, then the Municipality shall pay the Ministry 100% of the actual cost and expense incurred by the Ministry in carrying out the Municipality's request, including applicable administrative fees and HST.

## DEFAULTS, REMEDIES AND TERMINATION

- 7.1 In the event that the Municipality:
  - (a) fails to make, on demand of the Ministry, any payment or payments required to be made under this Agreement;
  - (b) fails to do any act, matter or thing required to be done under this Agreement; or
  - (c) becomes bankrupt or insolvent,

the Municipality shall be chargeable with and shall remain liable for all loss, damage, expense, or cost which may be suffered by the Ministry by reason of the default, neglect, omission, bankruptcy, insolvency, or an act of insolvency of the Municipality, and the Municipality shall be responsible for all costs of the Work.
- 7.2 The Ministry reserves the right to terminate this Agreement at any time, immediately upon providing notice to the Municipality, if the Municipality fails to fulfill any of the terms and conditions of this Agreement.
- 7.3 In the event of termination of this Agreement, the Ministry shall be under no further obligation to the Municipality, except to recover from the Municipality any damages, costs and expenses incurred as a result of such termination.
- 7.4 Notwithstanding the above, the Ministry shall provide written notice to the Municipality of a breach of the terms and conditions of this Agreement and allow the Municipality a reasonable period of time in which to remedy the breach.
- 7.5 The Ministry's rights under this **Article 8** shall not in any manner be prejudiced even if the Ministry has overlooked or condoned any non-compliance with the terms and conditions of this Agreement by the Municipality.
- 7.6 The Municipality acknowledges and agrees that Article 7 shall survive the termination or expiry of this Agreement.

## TITLE IN THE MINISTRY RIGHT-OF-WAY

- 8.1 The Municipality agrees that no provision in this Agreement or its execution thereto shall

be construed as creating in the Municipality any right, title or interest in the Ministry's right-of-way of Highway 17 or fixtures erected thereon.

## NOTICES

- 9.0 Any notice(s) to be given under the provisions of this Agreement shall be in writing and shall be given by personal delivery, or sent by electronic mail or facsimile, or mailed by prepaid registered mail, or delivered by courier service. Subject to change by either the Ministry or the Municipality with written notice, notice shall be addressed as follows:

To the Ministry: Jason Hanna  
 Project Engineer  
 Planning and Design Section  
 Ministry of Transportation – Northeastern Region Office  
 447 McKeown Avenue  
 North Bay, Ontario P1B 9S9  
 Email: Jason.hanna@ontario.ca  
 Telephone: 705-497-5454  
 Facsimile: 705-497-5499

To the Municipality:  
 Melanie Ducharme  
 Clerk-Adminsitrator  
 Municipality of West Nipissing  
 101-225 Holditch Street  
 Sturgeon Falls, Ontario, P2B 1T1  
 Email: mducharme@westnipissing.ca  
 Telephone: 705-753-2250  
 Facsimile: 705-753-3950

Such notices shall be deemed to have been received by the party to whom it is mailed on the third business day following the posting or on the day of delivery by providing personal delivery, electronic mail, or facsimile transmission, or by courier service. Provided that if an above day deemed for receipt is not a business day, such notice or other communication shall be deemed to have been received on the following business day. Confidential material and billing documents shall be delivered by mail, personal delivery, or courier and shall not be delivered by facsimile or other similar means of electronic communication.

## MISCELLANEOUS

- 10.1 The rights, duties and powers of the Ministry under this Agreement may be exercised by:
- (a) the Regional Director of the Northeastern Region of the Ministry of Transportation in North Bay;
  - (b) the Head of Planning and Design of the Northeastern Region of the Ministry of Transportation in North Bay;
  - (c) the Area Contracts Engineer of the North Bay Area office of the Ministry of Transportation; or
  - (d) a nominee or nominees of either or all of them.
- 10.2 The Municipality warrants that they have taken all necessary steps, done all acts, passed all by-laws and obtained all approvals within their power legally required to give them the authority to enter into this Agreement and finance its share of the Work.
- 10.3 The Schedules attached to this Agreement are incorporated into this Agreement and are deemed to be part hereof.



- 10.4 Where there is a conflict between this Agreement and the terms and conditions of other agreements that the Municipality may have entered into with another party pertaining to the Work, this Agreement governs.
- 10.5 No consent to or waiver of any breach or default by the Ministry in the performance of its obligations in this Agreement shall be deemed or construed to be a consent to or a waiver of any other breach or default in the performance by the Ministry of the same or any other obligations of the Ministry herein. Failure on the part of the Ministry to complain of any act or failure to act by the Municipality or to declare the Municipality in default, irrespective of how long such failure continues, shall not constitute a waiver by the Ministry of its rights herein.
- 10.6 Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or portion thereof or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable;
- (a) the remainder of this Agreement and its application to any person or circumstances shall not be affected thereby; and
  - (b) The Parties hereto will negotiate in good faith to amend this Agreement to implement the intentions set forth herein.
- 10.7 Nothing herein contained shall be deemed to create an agency, joint venture, employer and employee, partnership or franchise relation between the Parties hereto. None of the Parties have the authority to bind any of the others.
- 10.8 There shall be no assignment of any part of this Agreement by the Municipality without the express written consent of the Ministry. Any assignment of the Agreement shall be accompanied by an assignment and assumption agreement, which shall be forwarded to the Ministry for review prior execution.
- 10.9 Words importing the singular include the plural and vice versa. Words importing gender include all genders.
- 10.10 Time is of the essence of every provision of this Agreement.
- 10.10 This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.
- 10.11 This Agreement may be executed by the Parties in two or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which shall together constitute one and the same instrument.

THIS AGREEMENT shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

IN WITNESS OF ALL contained in this Agreement;

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2018

**HER MAJESTY THE QUEEN in right of the  
Province of Ontario, Represented by the  
Minister of Transportation for the Province of Ontario**

\_\_\_\_\_  
MINISTER OF TRANSPORTATION

SIGNED AND SEALED this 5th day of JUNE, A.D. 2018

**THE MUNICIPALITY OF WEST NIPISSING**

\_\_\_\_\_  
JOANNE SAVAGE, MAYOR

\_\_\_\_\_  
JEAN-PIERRE (JAY) BARBEAU, CAO

**SCHEDULE "A"**  
**to an Agreement**  
**between The Municipality of West Nipissing**  
**and the Minister of Transportation**

**SCHEDULE "B"**  
**to an Agreement**  
**between The Municipality of West Nipissing**  
**and the Minister of Transportation**

1. The Municipality of West Nipissing agree to the costs to the following specific items:
  - (a) all eligible construction items for the sidewalk work is estimated at **\$80,000.00**;
  - (b) all contract administration costs associated with the Sidewalk Work, including staff salaries and expenses estimated at **\$50,000.00** which represents the estimated eligible cost share items in the tender; and
  - (c) Ministry general administrative overhead for contract administration is 15%. The estimated total administration overhead is 15% of \$50,000 = **\$7,500.00**.
2. For further clarity, the final estimate of eligible cost share items for the construction of the Work is as follows:

**Estimated Cost of Work for Eligible Cost Share Items**

Tender, Construction (Estimated)	<u>\$ 710,000.00</u>
Contract Administration (Estimated)	<u>\$ 180,000.00</u>
Estimated Total:	\$ 890,000.00

**Estimated Municipality Share of Eligible Cost Share Items**

Municipality share of Construction	\$80,000.00
Municipality share of Contract Administration	\$20,000.00

**Total Estimated Municipality Share** \$100,000.00

**Ministry Administrative Overhead for Municipality's Eligible Share (\$100,000.00)**

Additional Fees to be paid by the Municipality as a result of the Ministry managing the Work:

3% of first \$50,000.00	\$1,500.00
2% of next \$50,000.00	\$1,000.00
1% of remainder (\$0)	\$ 0.00
15% general administrative cost for contract administration	\$3,000.00

**Total Administrative Municipality Share** \$5,500.00

**Total Estimated Municipality Share of Eligible Costs to be Paid =**  
**\$105,500.00**

**Maximum Municipality Share is capped at \$120,000.00**

METRIC

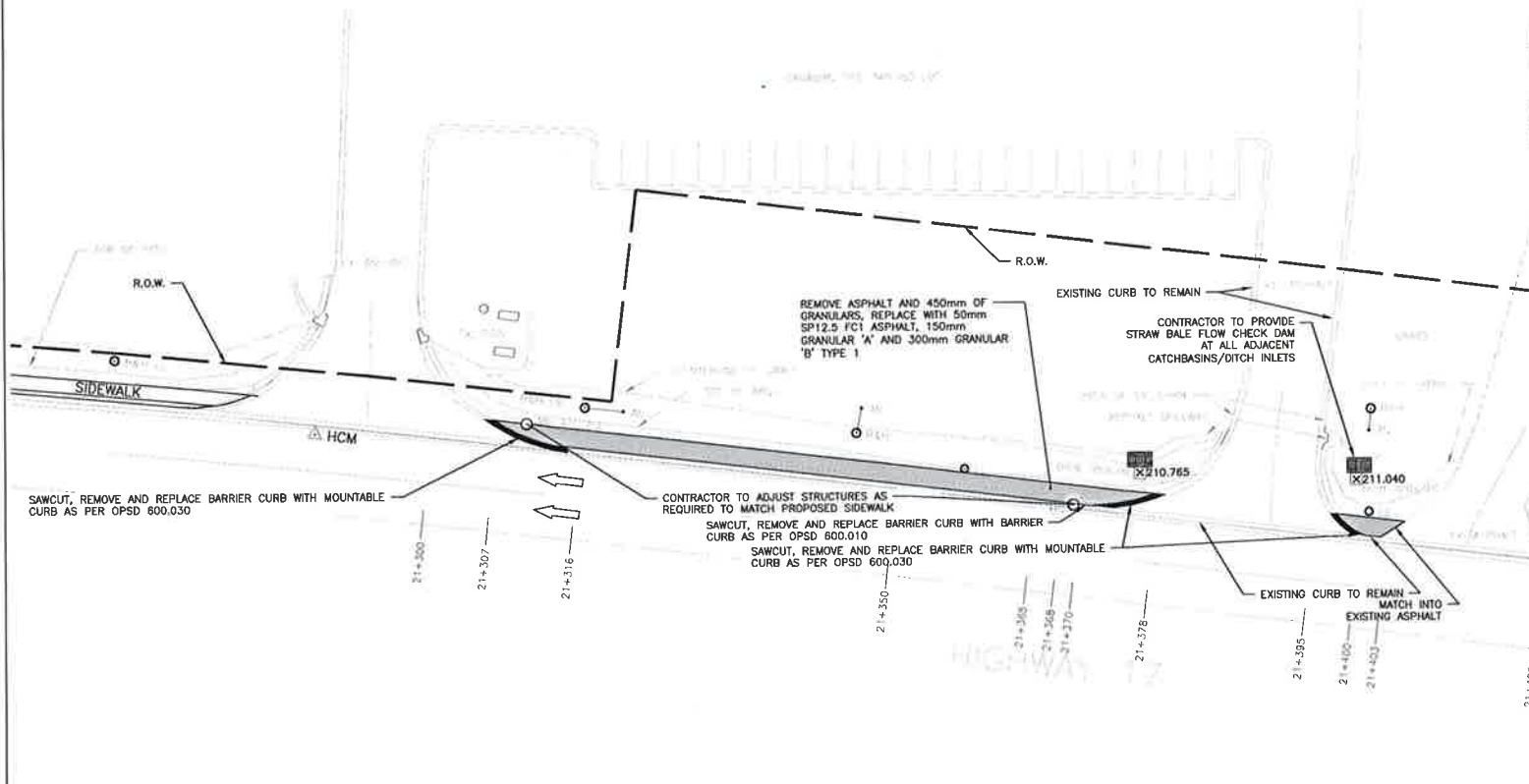
PLATE No. 1  
CONT. 2018-5112  
WP 5465-15-01

PLAN VIEW  
STA 20+100 TO STA 20+419  
Survey 05/10/2015 Revised 11/05/2015

exp. 2010/01/01  
C = 1.70E+04, 2020 (1.70E+04, 10/10)  
707 N. Main St.  
North Bay, ON L1N 1C1  
Canada  
www.abc.com

\*exp

SHEET  
1



**LEGEND - EXISTING**

**△ HCP plus # PRIMARY HORIZONTAL CONTROL MONUMENT**

**○ HP HYDRO POLE**

**● POLE MISCELLANEOUS POLE**

**○ B BELL POLE**

**□ CB STORM CB**

**□ D/CB DITCH INLET, CENTRE OF GRADE**

**○ S STORM MH**

**○ T-1 TIA UTILITY MH**

**● GA GUY ANCHOR**

**● BELL POLE**

**○ BELL & HYDRO POLE**

**○ HYDRO POLE**

**○ LIGHT STANDARD**


**○ POLE WELL (CRIB)**


**○ T TELEPHONE BOX**


**○ TRAFFIC SIGNAL POLE**


**LEGEND - PROPOSE**


**LEGEND - PROPOSED**


 NEW MOUNTABLE CURB AND GUTTER


 NEW CURB AND GUTTER CURB, GUTTER, OR CURB WITH GUTTER TRANSITION


 DITCHES, FLAT BOTTOM FLOW ARROW


 ROAD RIGHT OF WAY


 ASPHALT SIDEWALK

 ASPHALT DRIVEWAY

 ASPHALT SWALE

 TOPSOIL & SEED

 DIRECTION OF TRAFFIC

 STRAW BALE FLOW CHECK DAM



HORIZONTAL SCALE - 1:500





METRIC

PLATE No. 1  
CONT. 2018-5112  
WP 5465-15-01



PLAN VIEW  
STA 21+419 TO STA 21+550  
Survey 09/10/2018, Revised 11/09/2018

SHEET  
2

exp. EXP. SYSTEMS INC.  
100 VICTORIA STREET, SUITE 100  
Burlington, ON L7R 4K2  
Canada  
www.exp.com

- LEGEND - EXISTING**
- △ HCP plus # PRIMARY HORIZONTAL CONTROL MONUMENT
  - HP HYDRO POLE
  - POLE MISCELLANEOUS POLE
  - B BELL POLE
  - CB STORM CB
  - DKB DITCH INLET, CENTRE OF GRATE
  - '1' STORM MH
  - '1.5' UTILITY MH
  - '3.0' GUY ANCHOR
  - BELL POLE
  - BELL & HYDRO POLE
  - HYDRO POLE
  - LIGHT STANDARD
  - POLE WELL (CRIB)
  - TELEPHONE BOX

- LEGEND - PROPOSED**
- NEW MOUNTABLE CURB AND GUTTER
  - NEW CURB AND GUTTER
  - CURB, GUTTER, OR CURB WITH GUTTER TRANSITION
  - DITCHES, FLAT BOTTOM
  - FLOW ARROW
  - ROAD RIGHT OF WAY
  - ASPHALT SIDEWALK
  - ASPHALT DRIVEWAY
  - ASPHALT SWALE
  - TOPSOIL & SEED
  - DIRECTION OF TRAFFIC
  - STRAW BALE FLOW CHECK DAM

CONTRACTOR TO REPLACE DAMAGED EXISTING CURB WITH NEW WIDE CURB AS PER OPSD 600.010.

REMOVE EXISTING ASPHALT SWALE AND CONSTRUCT NEW ASPHALT SWALE WITH 150mm GRANULAR 'A' AND 50mm SP 12.5 FC1 ASPHALT

CONTRACTOR TO PROVIDE STRAW BALE FLOW CHECK DAM AT ALL ADJACENT CATCHBASINS

MATCH INTO EXISTING DRIVEWAY

TERMINATE 2m LONG MOUNTABLE CURB OPSD 608.010

FLUSH AND CLEAN OUT EXISTING STORM SEWER

NEW CURB AS PER OPSD 600.010 C/W 150mm SUBDRAIN

FLUSH AND CLEAN OUT EXISTING STORM SEWER

CONTRACTOR TO ADJUST STRUCTURES AS REQUIRED TO MATCH PROPOSED ASPHALT SIDEWALK

MATCH INTO EXISTING CURB AND GUTTER

1m WIDE ASPHALT DRAINAGE SWALES C/W 50mm SP12.5 FC1 ASPHALT ON 150mm OF GRANULAR 'A' BASE

WIDE GUTTER MOUNTABLE CURB C/W 150mm SUBDRAIN AS PER OPSD 600.030 FROM STATION 21+485 TO 21+520

REMOVE ASPHALT AND 450mm OF GRANULARS. REPLACE WITH 50mm SP12.5 FC1 ASPHALT, 150mm GRANULAR 'A' AND 300mm GRANULAR 'B' TYPE 1

CONTRACTOR TO CONVERT MH TO CATCHBASIN MH. FRAME AND GRATE SHALL BE AS PER OPSD 400.020 ADJUST STRUCTURES AS REQUIRED TO MATCH PROPOSED ASPHALT SIDEWALK

BREAK INTO EXISTING STORM MH AND CONNECT 150mm SUBDRAIN

NEW WIDE GUTTER CURB AS PER OPSD 600.010 C/W 150mm SUBDRAIN FROM STATION 21+470 TO 21+485

HORIZONTAL SCALE - 1:500



METRIC

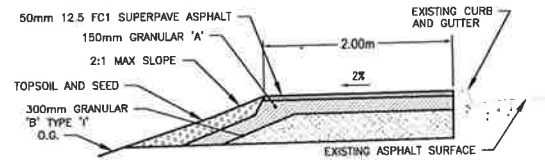
PLATE No. 1  
CONT. 2018-5112  
WP 5465-15-01



SECTIONS  
STA TO STA  
SHEET 3

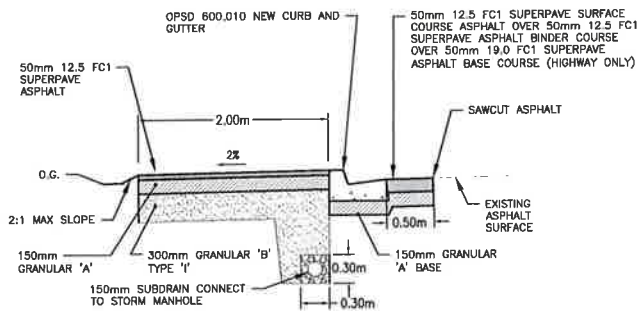
exp.  
www.exp.com

TOPOGRAPHIC SURVEY INFORMATION ON THIS DRAWING  
COMPLETED BY CONSULTANT. ELEVATIONS PROVIDED IN  
MTM-10 COORDINATES. BENCHMARK USED WAS STATION  
0011993U609 WITH AN ELEVATION OF 212.225m  
REFER AND COORDINATE WITH APPROPRIATE MTO  
DRAWINGS BEFORE PROCEEDING WITH THE WORK.



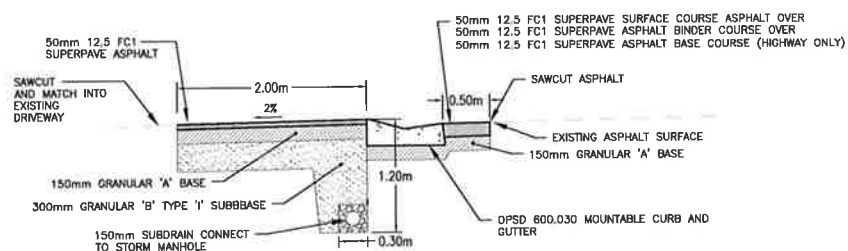
SIDEWALK WITH EXISTING CURB & GUTTER SECTION

STATIONING: 21+316 - 21+368  
21+400 - 21+403  
21+426 - 21+452



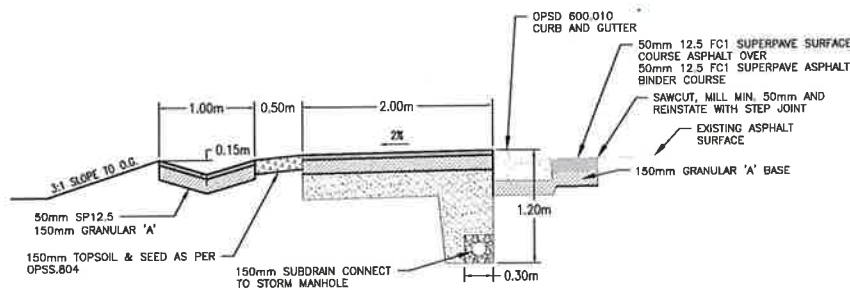
SIDEWALK WITH NEW CURB & GUTTER SECTION

STATIONING: 21+368 - 21+370  
21+420 - 21+426  
21+470 - 21+485

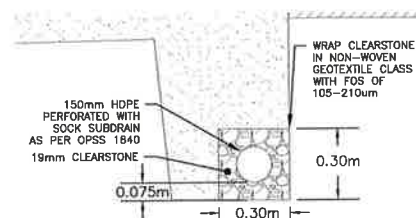


SIDEWALK WITH NEW MOUNTABLE CURB & GUTTER SECTION

STATIONING: 21+307 - 21+316  
21+370 - 21+376  
21+395 - 21+400  
21+485 - 21+519



SIDEWALK WITH SWALE SECTION



TYPICAL SUBDRAIN SECTION



HORIZONTAL SCALE - 1:50





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

Resolution No.

**2018 /**

**JUNE 5, 2018**

Moved by / *Proposé par* :

Seconded by / *Appuyé par* :

**BE IT RESOLVED THAT** By-law **2018/52** being a by-law to authorize the execution of Agreement with Her Majesty The Queen in Right of Ontario as represented by the Minister of Transportation for improvements along the Highway 17 road allowance within the jurisdiction of the Municipality of West Nipissing, shall come into force and take effect on the date it is passed.

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

**Carried:** \_\_\_\_\_

**Defeated:** \_\_\_\_\_

**Deferred or tabled:** \_\_\_\_\_



THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING /  
LA CORPORATION DE LA MUNICIPALITÉ DE NIPISSING OUEST

**BY-LAW 2018/53**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A MUNICIPAL FUNDING  
AGREEMENT FOR THE MAIN STREET REVITALIZATION INITIATIVES FUNDS WITH  
THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO**

---

**WHEREAS** the Municipality of West Nipissing wishes to enter into an Agreement in order to participate in Ontario's Main Street Revitalization Initiative;

**AND WHEREAS** the Municipality of West Nipissing acknowledges that Funds received through the Agreement must be invested in an interest bearing reserve account until the earliest of expenditures or March 31, 2020;

**NOW THEREFORE**, the Council of the Municipality of West Nipissing, a municipal corporation pursuant to the *Municipal Act, 2001*;

**THE COUNCIL FOR THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING  
HEREBY ENACTS AS FOLLOWS:**

- (1) THAT** the Mayor and Chief Administrative Officer are hereby authorized to execute the Municipal Funding Agreement for the transfer of Main Street Revitalization Initiatives funds between the Association of Municipalities of Ontario and the Municipality of West Nipissing as in Schedule "A" attached hereto.

**ENACTED AND PASSED THIS 5<sup>h</sup> DAY OF JUNE 2018 AS WITNESSED BY THE SEAL OF THE  
CORPORATION AND THE HANDS OF ITS PROPER OFFICERS.**

---

JOANNE SAVAGE  
MAYOR

---

MELANIE DUCHARME  
CLERK



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

Resolution No.

**2018 /**

**JUNE 5, 2018**

Moved by / *Proposé par* :

Seconded by / *Appuyé par* :

**BE IT RESOLVED THAT** By-law **2018/53** being a by-law to authorize the execution of a Municipal Funding Agreement for the transfer of Main Street Revitalization Initiatives funds between the Association of Municipalities of Ontario and the Municipality of West Nipissing, shall come into force and take effect on the date it is passed.

	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: \_\_\_\_\_



## **MUNICIPAL FUNDING AGREEMENT**

### **ONTARIO'S MAIN STREET REVITALIZATION INITIATIVE**

This Agreement made as of 1st day of April, 2018.

#### **BETWEEN:**

##### **THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO**

(referred to herein as "AMO")

#### **AND:**

##### **THE MUNICIPALITY OF WEST NIPISSING**

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

**WHEREAS** the Province of Ontario is making \$26 million available for allocation for the purposes of supporting municipal Main Street Revitalization Initiatives in Ontario;

**WHEREAS** the Province of Ontario, Ontario municipalities as represented by AMO are signatories to Ontario's Main Street Revitalization Initiative Transfer Payment Agreement on March 12, 2018 (the "OMAFRA-AMO Agreement"), whereby AMO agreed to administer Main Street Revitalization funds made available to all Ontario municipalities, excluding Toronto;

**WHEREAS** the OMAFRA-AMO Transfer Payment Agreement contains a framework for the transfer of provincial funds to Ontario lower-tier and single-tier municipalities represented by AMO;

**WHEREAS** the Recipient wishes to enter into this Agreement in order to participate in Ontario's Main Street Revitalization Initiative;

**WHEREAS** AMO is carrying out the fund administration in accordance with its obligations set out in the OMAFRA-AMO Agreement and it will accordingly undertake certain activities and require Recipients to undertake activities as set out in this Agreement.

**THEREFORE** the Parties agree as follows:

#### **1. DEFINITIONS AND INTERPRETATION**

- 1.1 Definitions.** When used in this Agreement (including the cover and execution pages and all of the schedules), the following terms shall have the meanings

ascribed to them below unless the subject matter or context is inconsistent therewith:

**“Agreement”** means this Agreement, including the cover and execution pages and all of the schedules hereto, and all amendments made hereto in accordance with the provisions hereof.

**“Annual Report”** means the duly completed report to be prepared and delivered to AMO as described in Section 7.2 and Section 2 of Schedule D.

**“Association of Municipalities of Ontario (AMO)”** means a legally incorporated entity under the Corporations Act, 1990 R.S.O. 1990, Chapter c.38.

**“Communication Report”** means the duly completed report to be prepared and delivered to AMO as described in Section 7.1 and Section 1 of Schedule D.

**“Community Improvement Plan”** has the meaning as defined under section 28(1) of the Planning Act, R.S.O. 1990, c. P.13.

**“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.

**“Effective Date”** is April 1, 2018.

**“Eligible Costs”** means those expenditures described as eligible in Schedule C.

**“Eligible Projects”** means projects as described in Schedule B.

**“Eligible Recipient”** means a

- a. Municipality or its agent (including its wholly owned corporation); and
- b. Non-municipal entity, including for profit, non-governmental and not-for profit organizations, on the condition that the Municipality(ies) has (have) indicated support for the Eligible Project through a formal grant agreement between the Municipality and the non-municipal entity.

**“Event of Default”** has the meaning given to it in Section 11.1 of this Agreement.

**“Funds”** mean the Funds made available to the Recipient through the Main Street Revitalization Initiative, a program established by the Government of Ontario. Funds are made available pursuant to this Agreement and includes any interest earned on the said Funds. For greater certainty: (i) Funds transferred to another Municipality in accordance with Section 6.2 of this Agreement, other than as set out in Sections 7.1(a), (c) and (f), are to be treated as Funds by the Municipality to which the Funds are transferred and are not to be treated as Funds by the Recipient; and (ii) any Funds transferred to a non-municipal entity

in accordance with Section 6.3 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.

**"Ineligible Costs"** means those expenditures described as ineligible in Schedule C.

**"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.

**"Municipal Physical Infrastructure"** means municipal or regional, publicly or privately owned, tangible capital assets primarily for public use or benefit in Ontario.

**"Ontario"** means Her Majesty in Right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs.

**"Parties"** means AMO and the Recipient.

**"Project Completion Date"** means the Recipient must complete its Project under this Agreement by March 31, 2020.

**"Recipient"** has the meaning given to it on the first page of this Agreement.

**"Results Report"** means the report prepared and delivered to AMO by the Recipient by which reports on how Funds are supporting progress towards achieving the program objective, more specifically described in Section 3 of Schedule D.

**"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 6.2 and delivered to AMO in accordance with that section.

**"Unspent Funds"** means the amount reported as unspent by the Recipient as of December 31, as submitted in the Recipient's Annual Report.

## 1.2 Interpretations:

**Herein, etc.** 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.

**Currency.** Any reference to currency is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.

**Statutes.** 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.

**Gender, singular, etc.** Words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa.

## 2. TERM OF 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 be in effect from the date set out on the first page of this Agreement, up to and including March 31, 2020.
- 2.2 **Amendment.** This Agreement may be amended at any time in writing as agreed to by AMO and the Recipient.
- 2.3 **Notice.** Any of the Parties may terminate this Agreement on written notice.

## 3. RECIPIENT REQUIREMENTS

- 3.1 **Communications.** The Recipient will comply with all requirements outlined, including providing upfront project information on an annual basis, or until all Funds are expended for communications purposes in the form described in Section 7.1 and Section 1 of Schedule D.
  - a) Unless otherwise directed by Ontario, the Recipient will acknowledge the support of Ontario for Eligible Projects in the following manner: "The Project is funded [if it is partly funded the Recipient should use "in part"] by the Ontario Ministry of Agriculture, Food and Rural Affairs."
  - b) The Recipient shall notify Ontario within five (5) business days of planned media events or announcements related to the Project, organized by the Recipient to facilitate the attendance of Ontario. Media events and

announcements include, but are not limited to, news conferences, public announcements, official events or ceremonies, and news releases.

3.2 **Contracts.** The Recipient will award and manage all Contracts in accordance with its relevant policies and procedures and, if applicable, in accordance with the Canadian Free Trade Agreement and applicable international trade agreements, and all other applicable laws.

- a) 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.

#### 4. **ELIGIBLE PROJECTS**

4.1 **Eligible Projects.** Costs directly and reasonably incurred by the Recipient for construction, renewal, renovation or redevelopment or material enhancement activities funded under existing Community Improvement Plan financial incentive programs or activities funded under the Municipal Physical Infrastructure category, including projects in downtown or main street areas, as defined through an existing Community Improvement Plan or other municipal land use planning policy that will support the role of small businesses in main street areas as more specifically described in Schedule B and Schedule C

4.2 **Recipient Fully Responsible.** The Recipient is fully responsible for the completion of each Eligible Project in accordance with Schedule B and Schedule C.

#### 5. **ELIGIBLE COSTS**

5.1 **Eligible Costs.** Schedule C sets out specific requirements for Eligible and Ineligible Costs.

5.2 **Discretion of Ontario.** Subject to Section 5.1, the eligibility of any items not listed in Schedule B and/or Schedule C to this Agreement is solely at the discretion of Ontario.

5.3 **Unspent Funds.** Any Unspent Funds, and any interest earned thereon, will be subject to the terms and conditions of this Agreement.

5.4 **Reasonable Access.** The Recipient shall allow AMO and Ontario 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 Ontario or their respective designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Agreement.

5.5 **Retention of Receipts.** The Recipient will keep proper and accurate accounts and records of all Eligible Projects including invoices and receipts for Eligible

Expenditures in accordance with the Recipient's municipal records retention by-law and, upon reasonable notice, make them available to AMO and Ontario.

## **6. FUNDS**

- 6.1 **Allocation of Funds.** AMO will allocate and transfer Funds on the basis of the formula determined by Ontario.
- 6.2 **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 by-law (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 specified in the Transfer By-law.
  - b) The Recipient is still required to submit an Annual Report in accordance with Sections 7.1 (a), (c) and (f) hereof with respect to the Funds transferred.
  - c) No transfer of Funds pursuant to this Section 6.2 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; in a form satisfactory to AMO.
- 6.3 **Transfer of Funds to a non-municipal entity.** Where a Recipient decides to support an Eligible Project undertaken by an Eligible Recipient that is not a Municipality:
- a) The provision of such support shall be authorized by a grant agreement between the Municipality and the Eligible Recipient in support of a Community Improvement Plan. The grant agreement shall identify the Eligible Recipient, and the amount of Funds the Eligible Recipient is to receive for that Eligible Project.
  - b) The Recipient shall continue to be bound by all of the provisions of this Agreement notwithstanding any such transfer including the submission of an Annual Report in accordance with Section 7.2.
  - c) No transfer of Funds pursuant to this Section 6.3 shall be effected unless and until the non-municipal entity receiving the Funds has executed and delivered to the Municipality the grant agreement.
- 6.4 **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.



- 6.5 **Payout of Funds.** The Recipient agrees that all Funds will be transferred by AMO to the Recipient upon full execution of this Agreement.
- 6.6 **Use of Funds.** The Recipient will deposit the Funds in a dedicated reserve fund or other separate distinct interest bearing account and shall retain the Funds in such reserve fund, or account until the Funds are expended or transferred in accordance with this Agreement. The Recipient shall ensure that:
- a) any investment of unexpended Funds will be in accordance with Ontario law and the Recipient's investment policy; and,
  - b) any interest earned on Funds will only be applied to Eligible Costs for Eligible Projects, more specifically on the basis set out in Schedule B and Schedule C.
- 6.7 **Funds advanced.** Funds transferred by AMO to the Recipient shall be expended by the Recipient in respect of Eligible Costs. AMO reserves the right to declare that Unspent Funds after March 31, 2020 become a debt to Ontario which the Recipient will reimburse forthwith on demand to AMO for transmission to Ontario.
- 6.8 **Expenditure of Funds.** The Recipient shall expend all Funds by March 31, 2020.
- 6.9 **GST & HST.** The use of Funds is based on the net amount of goods and services tax or harmonized sales tax to be paid by the Recipient net of any applicable tax rebates.
- 6.10 **Limit on Ontario's Financial Commitments.** The Recipient may use Funds to pay up to one hundred percent (100%) of Eligible Expenditures of an Eligible Project.
- 6.11 **Stacking.** If the Recipient is receiving funds under other programs in respect of an Eligible Project to which the Recipient wishes to apply Funds, the maximum contribution limitation set out in any other program agreement made in respect of that Eligible Project shall continue to apply.
- 6.12 **Insufficient funds provided by Ontario.** If Ontario does not provide sufficient funds to AMO for this Agreement, AMO may terminate this Agreement.

## 7. REPORTING REQUIREMENTS

- 7.1 **Communication Report.** Immediately upon execution of this Agreement the Recipient shall report to AMO any Eligible Project being undertaken in the current Municipal Fiscal Year in the form described in Schedule D.
- 7.2 **Annual Report.** The Recipient shall report in the form in Schedule D due by May 15th following the Municipal Fiscal Year on:

- a) the amounts received from AMO under this Agreement;
- b) the amounts received from another Eligible Recipient;
- c) the amounts transferred to another Eligible Recipient;
- d) amounts paid by the Recipient in aggregate for Eligible Projects;
- e) amounts held at year end by the Recipient in aggregate, including interest, to pay for Eligible Projects;
- f) indicate in a narrative the progress that the Recipient has made in meeting its commitments and contributions; and,
- g) a listing of all Eligible Projects that have been funded, indicating the Eligible Project category, project description, amount of Funds, total project cost, start date, end date and completion status.

7.3 **Results Report.** The Recipient shall account in writing for results achieved by the Funds through a Results Report to be submitted to AMO. Specifically the Results Report shall document performance measures achieved through the investments in Eligible Projects in the form described in Section 3 of Schedule D.

## 8. RECORDS AND AUDIT

- 8.1 **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 Canadian Institute of Chartered Accountants or any successor institute, applied on a consistent basis.
- 8.2 **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, the Recipient shall submit all records and documentation relating to the Funds to AMO and Ontario for inspection or audit.
- 8.3 **External Auditor.** AMO and/or Ontario may request, upon written notification, an audit of Eligible Project or an Annual Report. AMO shall retain an external auditor to carry out an audit of the material referred to in Sections 5.4 and 5.5 of this Agreement. AMO shall ensure that any auditor who conducts an audit pursuant to this Section of this Agreement or otherwise, provides a copy of the

audit report to the Recipient and Ontario at the same time that the audit report is given to AMO.

## **9. INSURANCE AND INDEMNITY**

- 9.1 **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 6 of this Agreement, that would be considered appropriate for a prudent Municipality undertaking Eligible Projects, including, where appropriate and without limitation, property, construction and liability insurance, which insurance coverage shall identify Ontario and AMO as additional insureds for the purposes of the Eligible Projects.
- 9.2 **Certificates of Insurance.** Throughout the term of this Agreement, the Recipient shall provide AMO with a valid certificate of insurance that confirms compliance with the requirements of Section 9.1. No Funds shall be expended or transferred pursuant to this Agreement until such certificate has been delivered to AMO.
- 9.3 **AMO not liable.** In no event shall Ontario or AMO be liable for:
- (a) 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
  - (b) 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.
- 9.4 **Recipient to Compensate Ontario.** The Recipient will ensure that it will not, at any time, hold Ontario, 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 Ontario, 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 the Funds or an Eligible Project. The Recipient's obligation to compensate as set out in this section does not apply to the extent to which such claims or losses relate to the negligence of an officer, servant, employee, or agent of Ontario in the performance of his or her duties.
- 9.5 **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:

- (a) the Funds;
- (b) the Recipient's Eligible Projects, including the design, construction, operation, maintenance and repair of any part or all of the Eligible Projects;
- (c) 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
- (d) any omission or other wilful or negligent act of the Recipient or Third Party and their respective officers, servants, employees or agents.

## **10. DISPOSAL**

- 10.1 **Disposal.** The Recipient will not, without Ontario's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceed \$50,000 at the time of sale, lease or disposal prior to March 31, 2021.

## **11. DEFAULT AND TERMINATION**

- 11.1 **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. Each and every one of the following events is an "Event of Default":
- (a) failure by the Recipient to deliver in a timely manner an Annual Report or Results Report.
  - (b) delivery of an Annual Report that discloses non-compliance with any condition, undertaking or material term in this Agreement.
  - (c) failure by the Recipient to co-operate in an external audit undertaken by AMO or its agents.
  - (d) delivery of an external audit report that discloses non-compliance with any condition, undertaking or term in this Agreement.
  - (e) failure by the Recipient to expend Funds in accordance with Sections 4.1 and 6.8.
- 11.2 **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.

- 11.3 **Remedies on default.** If AMO declares that an Event of Default has occurred under Section 11.1, after thirty (30) calendar days from the Recipient's receipt of the notice of an Event of Default, it may immediately terminate this Agreement.
- 11.4 **Repayment of Funds.** If AMO declares that an Event of Default has not been cured to its satisfaction, AMO reserves the right to declare that prior payments of Funds become a debt to Ontario which the Recipient will reimburse forthwith on demand to AMO for transmission to Ontario.

## 12. CONFLICT OF INTEREST

- 12.1 **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 Ontario applies will derive direct benefit from the Funds, the Unspent Funds, and interest earned thereon, unless the provision of receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.

## 13. NOTICE

- 13.1 **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 facsimile or email to the addresses, the facsimile numbers or email addresses set out in Section 13.3. 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 facsimile shall be deemed to have been given when sent; 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 facsimile or 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.
- 13.2 **Representatives.** The individuals identified in Section 13.3 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.
- 13.3 **Addresses for Notice.** Further to Section 13.1 of this Agreement, notice can be given at the following addresses:
  - a) If to AMO:

Executive Director  
Main Streets Agreement  
Association of Municipalities of Ontario 200 University Avenue, Suite 801  
Toronto, ON M5H 3C6

Telephone: 416-971-9856  
Email: [mainstreets@amo.on.ca](mailto:mainstreets@amo.on.ca)

b) If to the Recipient:

Key Municipal Contact :

Name Treasurer : ALISA CRADDOCK  
Municipal Name : THE MUNICIPALITY OF WEST NIPISSING  
Mailing Address : 101 - 225 HOLDITCH STREET  
Town/City : STURGEON FALLS, ON P2B 1T1  
Telephone: 705-753-2250  
Email: [acraddock@westnipissing.ca](mailto:acraddock@westnipissing.ca)

#### 14. MISCELLANEOUS

- 14.1 **Counterpart Signature.** This Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original Agreement.
- 14.2 **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.
- 14.3 **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.
- 14.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 14.5 **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 5, 6.7, 6.8, 7, 9.4, 9.5, 11.4 and 14.8.
- 14.6 **AMO, Ontario 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 Ontario and the Recipient,



between AMO and the Recipient, between Ontario and a Third Party or between AMO and a Third Party.

- 14.7 **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 Ontario or AMO.
- 14.8 **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.
- 14.9 **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.

## 15. SCHEDULES

- 15.1 This Agreement, including:

Schedule A    Municipal Allocation

Schedule B    Eligible Projects

Schedule C    Eligible and Ineligible Costs

Schedule D    Reporting

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.

**16. SIGNATURES**

**IN WITNESS WHEREOF**, AMO and the Recipient have respectively executed, sealed and delivered this Agreement on the date set out on the front page.

**RECIPIENT'S NAME:**

**MUNICIPALITY OF WEST NIPISSING**

\_\_\_\_\_  
Name: JOANNE SAVAGE  
Title: MAYOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: JEAN-PIERRE (JAY) BARBEAU  
Title: CHIEF ADMINISTRATIVE OFFICER

\_\_\_\_\_  
Date

**THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date

In the presence of:

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Date

**SCHEDULE A  
MUNICIPAL ALLOCATION**

**RECIPIENT'S NAME:** THE MUNICIPALITY OF WEST NIPISSING

**ALLOCATION:** [insert dollar figure]

The Recipient acknowledges this is a one time payment for Eligible Projects with Eligible Costs.

## **SCHEDULE B ELIGIBLE PROJECTS**

Funding is to be directed to Eligible Projects to support revitalization activities within main street areas, as defined through an existing Community Improvement Plan or any other municipal land use planning policy. Funding can be used in one or both of the following categories:

- 1. Community Improvement Plan** – construction, renewal, renovation or redevelopment or material enhancement activities that implement priority financial incentives in existing Community Improvement Plans such as:
  - a. Commercial building façade improvements
  - b. Preservation and adaptive reuse of heritage and industrial buildings
  - c. Provision of affordable housing
  - d. Space conversion for residential and commercial uses
  - e. Structural improvements to buildings (e.g. Building Code upgrades)
  - f. Improvement of community energy efficiency
  - g. Accessibility enhancements
- 2. Other Municipal Land Use Planning Policy** – construction, renewal or material enhancement activities to fund strategic Municipal Physical Infrastructure and promotional projects such as:
  - a. Signage – wayfinding/directional, and gateway.
  - b. Streetscaping and landscape improvements – lighting, banners, murals, street furniture, interpretive elements, public art, urban forestation, accessibility, telecommunications/broadband equipment, parking, active transportation infrastructure (e.g. bike racks/storage, cycling lanes and paths) and pedestrian walkways/trails.
  - c. Marketing plan implementation – business attraction and promotion activities, special events.

**SCHEDULE C**  
**ELIGIBLE AND INELIGIBLE COSTS**

**1. Eligible Costs include:**

- a. Costs directly and reasonably incurred on or after April 1, 2018 up to and including the Project Completion Date by the Recipient for construction, renewal, renovation or redevelopment or material enhancement activities funded under existing Community Improvement Plan financial incentive programs.
- b. Costs directly and reasonably incurred on or after April 1, 2018 up to and including the Project Completion Date by the Recipient for construction, renewal or material enhancement activities funded under the Municipal Physical Infrastructure category including projects in downtown or main street areas, as defined through an existing Community Improvement Plan or other municipal land use planning policy that will support the success of small businesses in main street areas.

**2. Ineligible Costs include:**

- a. Costs incurred prior to Effective Date or after the Project Completion Date;
- b. Any costs associated with providing the Annual and Results Reports to AMO;
- c. Any costs associated with lobbying Ontario, including other Ministries, agencies and organizations of the Government of Ontario;
- d. Costs associated with construction, renewal, renovation or redevelopment or material enhancement of all things in the following categories: highways, short-sea shipping, short-line rail, regional or local airports, and brownfield redevelopment;
- e. Costs of infrastructure construction, renewal, renovation or redevelopment or material enhancement that do not improve energy efficiency, accessibility, aesthetics of marketability of small businesses within an Recipient's main street areas; or that do not encourage strategic public investments in municipal and other public infrastructure within main street areas that will benefit small businesses; or that otherwise will likely fail to contribute to the success of main street businesses;
- f. Costs of infrastructure construction, renewal, renovation or redevelopment or material enhancement outside of the Recipient's main street areas, as defined through an existing Community Improvement Plan or other municipal land use planning policy;
- g. The cost of leasing of equipment by the Recipient, any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs of Recipients, and more specifically its costs related to planning, engineering, architecture, supervision, management and other

activities normally carried out by its staff, except in accordance with Eligible Costs above;

- h. Taxes, to which the Recipient is eligible for a tax rebate;
- i. Purchase of land or any interest therein, and related costs; and,
- j. Routine repair and maintenance Municipal Physical Infrastructure.



## SCHEDULE D REPORTING

### 1. Communication Report

Immediately following the Municipality executing this Agreement the Recipient will provide AMO a Communication Report in an electronic format deemed acceptable to AMO, consisting of the following:

Project Title	Project Description	Eligible Project Category (CIP/ Municipal Physical Infrastructure	Total Project Cost	Estimate of Funds (Main Street) Spent

### 2. Annual Report

The Recipient will provide to AMO an Annual Report in an electronic format deemed acceptable to AMO, consisting of the following:

- a. Financial Reporting Table: The financial report table will be submitted in accordance with the following template:

Annual Report Financial Table	Annual	Cumulative
	20xx	2018 - 2020
Opening Balance	\$xxx	
Received from AMO	\$xxx	\$xxx
Interest Earned	\$xxx	\$xxx
Received from An Eligible Recipient	\$xxx	\$xxx
Transferred to an Eligible Recipient	(\$xxx)	(\$xxx)
Spent on Eligible Projects (for each Eligible Project category)	(\$xxx)	(\$xxx)
Closing Balance of Unspent Funds	\$xxx	

- b. Project List: The Recipient will provide to AMO a project list submitted in accordance with the following template:

Recipient	Project Title	Project Description	Eligible Project Category	Total Project Cost	Main Street Funds Used	Start & End Date	Completed?
							Yes/No/ Ongoing

### 3. Project Results.

The Results Report shall outline, in a manner to be provided by AMO, the degree to which investments in each project are supporting progress towards achieving revitalization within main street areas:

- a. Community Improvement Plan Eligible Projects
- Number of small businesses supported;
  - Total value of physical improvements;
  - Total Main Street Funds provided;
  - Total Municipal investment; and,
  - Total private investment.
- b. Municipal Physical Infrastructure Eligible Projects
- Total value of physical improvements;
  - Total Main Street Funds provided; and
  - Total municipal investment.



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

Resolution No.

**2018 /**

**JUNE 5, 2018**

Moved by / *Proposé par* :

Seconded by / *Appuyé par* :

**WHEREAS** a request was received from Le centre de formation du Nipissing seeking Council's authorization for exemptions of the municipal Mobile Food Service Equipment Licence requirement in order to hold a fundraising activity;

**AND WHEREAS** the request also seeks permission to hold the fundraisers on municipal property being the public parking lot located at the intersection of Queen and King Streets;

**BE IT RESOLVED THAT** Council authorizes an exemption of the Municipality of West Nipissing Mobile Food Service Equipment Licence By-Law **2016/40** to Beaver Tails, for fundraising on behalf of "Le centre de formation du Nipissing" which will take place in the municipal parking lot located at the intersection of Queen and King Streets, in Sturgeon Falls, on the following date:

➔ Wednesday, June 20<sup>th</sup>, 2018 from 11:00 AM until 6:30 PM.

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

Carried: \_\_\_\_\_

Defeated: \_\_\_\_\_

Deferred or tabled: \_\_\_\_\_

# PROCLAMATION

## MOIS DES PERSONNES ÂGÉES

**ATTENDU QUE** le *Mois des personnes âgées* est une célébration provinciale annuelle;

**ATTENDU QUE** les personnes âgées ont contribué et continuent de contribuer de façon marquée à la vie et au dynamisme de cette communauté;

**ATTENDU QUE** les personnes âgées continuent d'être des leaders, des mentors, des bénévoles et des membres vitaux et actifs de cette communauté;

**ATTENDU QUE** leurs contributions passées et présentes méritent à la fois reconnaissance et appréciation et que leurs histoires méritent d'être connues;

**ATTENDU QU'**assurer la santé et le bien-être des personnes âgées est dans l'intérêt de tout un chacun, car elles contribuent à assurer la santé et le bien-être de toute la communauté;

**ATTENDU QUE** les connaissances et l'expérience que les personnes âgées nous transmettent continuent de nous profiter à toutes et tous;

Je, maire Joanne Savage, proclame par la présente la période du 1<sup>er</sup> au 30 juin 2017 comme étant le « **MOIS DES PERSONNES ÂGÉES** » dans la Municipalité de Nipissing Ouest et encourage tous les citoyens et citoyennes à rendre hommage aux personnes âgées et à célébrer leurs réalisations.

Daté ce 5<sup>e</sup> jour de juin 2018.

Joanne Savage, Maire

# Joie de vivre



West Nipissing Ouest

Joie de vivre

[www.westnipissingouest.ca](http://www.westnipissingouest.ca)

# PROCLAMATION

## SENIORS' MONTH

**WHEREAS** *Seniors' Month* is an annual province-wide celebration;

**WHEREAS** seniors have contributed and continue to contribute immensely to the life and vibrancy of this community;

**WHEREAS** seniors continue to serve as leaders, mentors, volunteers and important and active members of this community;

**WHEREAS** their contributions past and present warrant appreciation and recognition and their stories deserve to be told;

**WHEREAS** the health and well-being of seniors is in the interest of all and further adds to the health and well-being of the community;

**WHEREAS** the knowledge and experience seniors pass on to us continues to benefit all;

I, Mayor Joanne Savage, do hereby proclaim June 1<sup>st</sup> to 30<sup>th</sup>, 2018 as «**SENIORS' MONTH**» in the Municipality of West Nipissing and encourage all citizens to recognize and celebrate the accomplishments of our seniors.

Dated this 5<sup>th</sup> day of JUNE, 2018.

---

Joanne Savage, Mayor

**Joie de vivre**



[www.westnipissingouest.ca](http://www.westnipissingouest.ca)



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

2018 /

JUNE 5, 2018

Moved by / *Proposé par* :

Seconded by / *Appuyé par* :

**BE IT RESOLVED THAT** the Mayor be authorized to proclaim the month of June 2018 as ***“SENIORS’ MONTH – MOIS DES PERSONNES ÂGÉES”*** in the Municipality of West Nipissing.

	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: \_\_\_\_\_