

## 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 et pétitions  
 C-1 Hwy 64 Culvert Replacement (2019-2020) (*Presenter : Wes Kingdon, DM Wills Associates Ltd (MTO)*)
- D) Planning / Planification ..... **NIL**
- E) Correspondence and Accounts / Comptes et courrier  
 E-1 Correspondence – Letter from Ministry of Transportation re: Reduction of Hwy 17 speed limit in Verner region.  
 E-2 Resolution to adopt the minutes of the SPECIAL meeting of Council held on August 7, 2018  
 E-3 Resolution to adopt the minutes of the meeting of Council held on August 14, 2018.  
 E-4 Resolution to adopt the minutes of the CLOSED meeting of Council held on August 14, 2018.  
 E-5 Resolution to adopt the minutes of the meeting of Council held on September 4, 2018.  
 E-6 Resolution to adopt the minutes of the meeting of Council held on September 11, 2018.  
 E-7 Resolution to adopt the minutes of the CLOSED meeting of Council held on September 11, 2018.  
 E-8 Resolution to receive the minutes of the West Nipissing Police Services Board meeting held on July 18, 2018.  
 E-9 Resolution to receive the minutes of the Committee of Adjustment meetings held on July 9, 2018 and August 13, 2018.  
 E-10 Resolution to **adopt** the minutes of the Planning Advisory Committee meeting held on July 9, 2018.  
 E-11 Resolution to receive the minutes of the West Nipissing Library Board meeting held on July 11, 2018.  
 E-12 Resolution to receive the disbursements of accounts payables for the previous month.
- F) Unfinished Business / Affaires en marche ..... **NIL**
- G) Notice of Motion / Avis de motion ..... **NIL**
- H) New Business / Affaires nouvelles  
 H-1 Resolution to approve the 2018 tax relief for low-income seniors / disabled.

- H-2 Resolution to approve By-Law **2018/83** to amend the flat rates of the Taxi By-Law.
- H-3 Resolution authorizing the creation of social media accounts for the West Nipissing Fire & Emergency Service.
- H-4 Resolution to declare certain public works equipment surplus.
- H-5 Resolution to authorize By-Law **2018/84** for the purchase of lands on Levac Road, Cache Bay.
- H-6 Resolution to authorize the Deputy Mayor and Director of Corporate Services to sign a Concession Stand Service Agreement for the Sturgeon Falls arena.
- H-7 Resolution to authorize the Mayor to sign the Safer Communities – 1,000 Officers Partnerships Program Agreement with the Ministry of Community Safety and Correctional Services and the West Nipissing Police Service. [\*\(agreement – separate document\)\*](#)
- H-8 Resolution to authorize the Deputy Mayor and Director of Corporate Services to sign a Licence Agreement and Assignment Agreement for the temporary Verner Doctor's office
- H-9 Resolution to authorize the temporary street closure in order for Franco-Cité to hold their annual "Une canne ça dépanne" human chain event.
- H-10 Support resolution from City of North Bay requesting the Province to explore ways to protect the rights of both tenants as well as property owners/landlords.
- H-11 Support resolution from Township of South Glengarry requesting the Province to have Paramedic Services listed as a full Essential Service.
- H-12 Support resolution from Township of Amaranth requesting the Federal Government to protect the Canadian Dairy Management System from foreign interference re: NAFTA negotiations

**I) Addendum / Addenda**

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

- J-1 Mayor's Report

**K) Closed Meeting / Réunion à huis clos ..... **NIL****

**L) Adjournment / Ajournement**

- L-1 Resolution to adopt By-law **2018/85** confirming proceedings of meeting
- L-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: **September 18, 2018**

Subject: Proposed Temporary Full Closure of MTO Highway 64

Name: Wes Kingdon

Address: 150 Jameson Drive

Phone:	Home:	Business / Cell:	Fax:
		(705) 742-2297 x 266	

E-Mail: wkingdon@dmwills.com

Name of Group or Person(s) being represented (if applicable) :

The Ontario Ministry of Transportation (MTO)

Details of nature of the business/purpose (additional information can be attached separately) :

MTO is proposing a short-term temporary full closure of Highway 64 to replace a large structural concrete box culvert at an Unnamed Tributary to the Sturgeon River (Unnamed Creek) located approximately 3.1 km south of Field. MTO has evaluated all practical traffic staging options, and concluded that the best alternative is a maximum seven (7) day (five days expected) temporary full closure (24-hour continuous work) to replace the culvert. MTO would respectfully request a support resolution and a noise by-law exemption from the Municipality to complete the work.

Presentation Requirements:

<input type="checkbox"/> Easel	<input checked="" type="checkbox"/> Projection Equipment
<input type="checkbox"/> Other:	

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.

**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.westnipissingquest.ca](http://www.westnipissingquest.ca)**

## **Melanie Ducharme**

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**From:** Wes Kingdon <wkingdon@dmwills.com>  
**Sent:** August 10, 2018 10:04 AM  
**To:** Melanie Ducharme  
**Cc:** Shawn Remillard; Michael Lang; Frances Wilbur; Diana Keay; Mike Lord  
**Subject:** RE: Proposed Highway 64 Closure (Field)

Good Morning Melanie,

The expected timeline for the work is 2019 or 2020 at this point.

We are still working to refine the amount of time which will require the closure, and the timeframe below is a worst case scenario based on the information we have right now. We would anticipate that the actual timeframe would be shorter if we could pursue a Full Closure.

If it would be possible to bring this to council for a preliminary discussion next week that would be great to hear some feedback sooner rather than later. Also, if you need me to provide any more specific details to help you on your side please let me know. We would also be happy to come to the next council meeting in September to present the details and history of the project so that all the information is on the table if you think that would be a good idea. Our Environmental Planner is away until next week so unfortunately we won't be able to offer support for next week's meeting. If you would like to have a teleconference next Monday or Tuesday (once hopefully you've got your voice back!) I would also be more than happy to arrange it because there are some rather unusual (perhaps unfortunate) circumstances for this site which the project team has spent a lot of time evaluating over the last few months. We certainly agree that this would be a significant undertaking, but with careful planning and communication we feel that this option is definitely a reality and could be completed with as little disruption to the area as possible.

We have spent a lot of time and evaluated essentially all reasonable alternatives for traffic staging for this site and the particular site characteristics present many constraints. Because of how deep the culvert is in the ground (about 7 m) and the fact that there is a large hill to the south, maintaining traffic would require both a very large excavation for signals and a substantial 5 – 6 m grade lowering in combination with either a) a temporary single lane detour with an unreasonably low design speed (introducing potential safety concerns for both traffic and workers); or b) a massive excavation that would involve an unreasonably large amount of material, as well as impacting utilities and several residents (one resident would have about a 4 m grade drop in front of their entrance and alternate access arrangements would need to be made). Both the above options would likely consume several months to complete, as the majority of the work would simply be temporary measures to get down to replace the culvert itself. If we could complete the work under a Full Closure in about a week while having a very reasonable detour, this would offset any imposition to motorists for the majority of an entire season.

We've been looking at the planned detour options, and just to clarify, the 40 minutes is the time it would take to drive from one side of the closure all the way back to the other side which in reality no one would be making. If someone was travelling from Field to Sturgeon Falls via Highway 64 (17 minutes) and had to use Highway 575 & Highway 17, the trip would take them about 24 minutes, resulting in a net 7 extra minutes per trip. For about only one week, we would expect that the negative impacts of construction for a good part of an entire season far outweigh an extra 7 minutes per trip for just a week. It would be important to note as well, for the staged construction approach a

much longer than normal work zone would be required and delays to motorists would be greater than one would normally expect on a typical project like this. If staged construction (as opposed to a full closure) is used, these delays would be implemented continuously for at least a few months.

Thanks Melanie, we greatly appreciate your assistance and involvement. Let me know if and when you would like to discuss this further and I would be happy to do so. I've also left a message with Jim Stewart (Ambulance Manager) and Richard was next on my list to Contact.

Best Regards,



**Wes Kingdon, P.Eng.**  
Project Engineer

**D.M. Wills Associates Ltd.**  
150 Jameson Drive · Peterborough, ON · K9J 0B9  
Tel: (705) 742-2297 ext. 266 · Fax: (705) 748-9944

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**From:** Melanie Ducharme [mailto:[mducharme@municipality.westnipissing.on.ca](mailto:mducharme@municipality.westnipissing.on.ca)]  
**Sent:** August-09-18 4:30 PM  
**To:** Wes Kingdon <[wkingdon@dmwills.com](mailto:wkingdon@dmwills.com)>  
**Cc:** Shawn Remillard <[sremillard@municipality.westnipissing.on.ca](mailto:sremillard@municipality.westnipissing.on.ca)>  
**Subject:** RE: Proposed Highway 64 Closure (Field)

Hi Wes,

Thank you for the information. I assume you are looking at 2019 for this? 7 to 10 days to close a highway with a volume of traffic such as exists between here and Field is significant. There is no doubt that Council is going to want to see if there are alternatives to complete closure simply because most people who reside in Field work in other areas and depend on that highway to commute and having to go around via Hwy. 575 back to 17 would be very inconvenient for such a long stretch.

I don't know if you have had any preliminary discussions with the Fire Chief, Richard Maranda, who will most certainly want to be involved in the planning stages.

I can bring it to Council this coming Tuesday evening for a preliminary discussion or, if it isn't time sensitive, I can bring it in September. Kindly let me know when you would be needing feedback.

Melanie

**From:** Wes Kingdon [mailto:[wkingdon@dmwills.com](mailto:wkingdon@dmwills.com)]  
**Sent:** August 9, 2018 3:42 PM  
**To:** Melanie Ducharme <[mducharme@municipality.westnipissing.on.ca](mailto:mducharme@municipality.westnipissing.on.ca)>  
**Cc:** Shawn Remillard <[sremillard@municipality.westnipissing.on.ca](mailto:sremillard@municipality.westnipissing.on.ca)>; Frances Wilbur <[fwilbur@dmwills.com](mailto:fwilbur@dmwills.com)>; Diana

Keay <DiKeay@dmwills.com>; Michael Lang <mlang@dmwills.com>

**Subject:** RE: Proposed Highway 64 Closure (Field)

Thanks for getting back to me Melanie, sorry to hear about the sickness. We have the exact same thing going around our office right now so I can certainly sympathize.

I've attached a drawing showing culvert details, as well as a location plan. Please be advised that this is only for discussion purposes at this time, however if we chose to move forward than we would likely be seeking both a Council Support Resolution and a Noise ByLaw Exemption.

Just a couple of highlights to note about this particular circumstance.

The culvert is a large deep-fill structural culvert about 7 m beneath Highway 64. The effort required here will be significantly more than the last full closure we had discussed for Highway 539A which required three days maximum, with only about two days expected. As a preliminary estimate, we think that seven to ten continuous 24 hour days will be required at this time in the design stage. The signed detour route during that time would be for road users to use Highway 17 and Highway 575 as an alternate route. As a worst case scenario, if someone wanted to drive from one side of the closure around to the other using only MTO roads, it would be about 40 extra minutes.

I would guess that this would mostly affect anyone who commutes between Sturgeon Falls and Field. As done before the period is being considered during July or August to offset impacts to school buses.

Please let me know if you need any more information and I can try to help out as best as I can with the information I have right now.

Thanks Melanie,



**Wes Kingdon, P.Eng.**  
Project Engineer

**D.M. Wills Associates Ltd.**  
150 Jameson Drive · Peterborough, ON · K9J 0B9  
Tel: (705) 742-2297 ext. 266 · Fax: (705) 748-9944

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**From:** Melanie Ducharme [<mailto:mducharme@municipality.westnipissing.on.ca>]

**Sent:** August-09-18 2:59 PM

**To:** Wes Kingdon <[wkingdon@dmwills.com](mailto:wkingdon@dmwills.com)>

**Cc:** Shawn Remillard <[sremillard@municipality.westnipissing.on.ca](mailto:sremillard@municipality.westnipissing.on.ca)>

**Subject:** Proposed Highway 64 Closure (Field)

Hi Wes,

I got your voice mail; however I have a terrible cold and have no voice with which to call you back right now. Can you please provide details of the work so that I can brief Council. Obviously, the highway is the jurisdiction of the MTO, but our Council likes to know what is being planned and the timeline.

Thanks,

Melanie

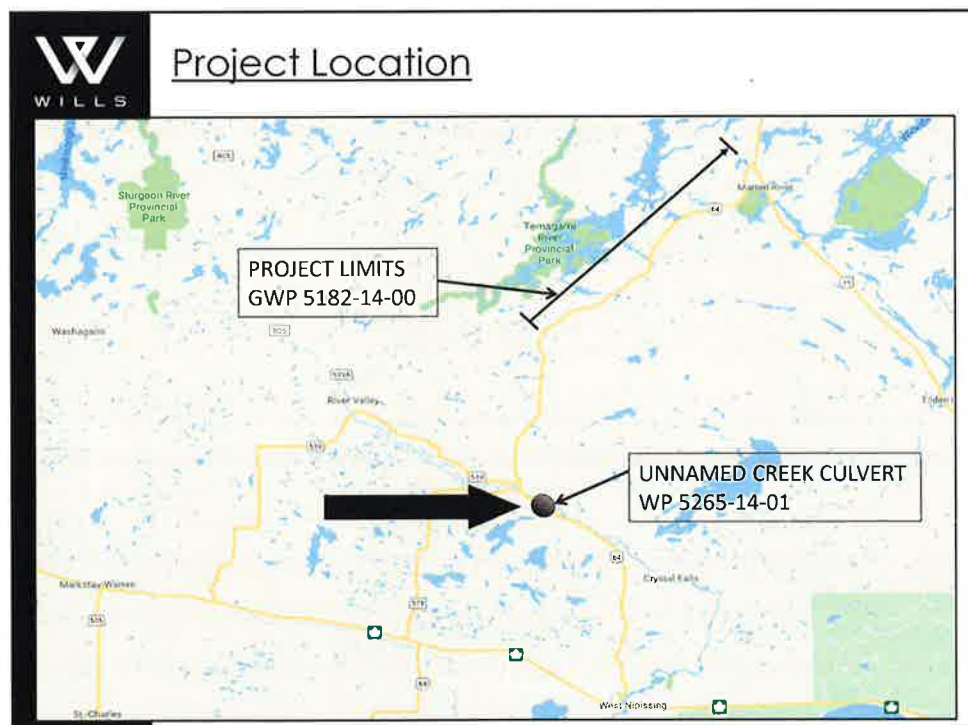
**Melanie Ducharme**  
**Municipal Clerk/Planner**  
**Municipality of West Nipissing**  
**101-225 Holditch Street**  
**Sturgeon Falls, ON P2B 1T1**  
**705-753-6926**  
**705-753-3950 (facsimile)**  
[mducharme@westnipissing.ca](mailto:mducharme@westnipissing.ca)



**West Nipissing Quest**

*Joie de vivre*



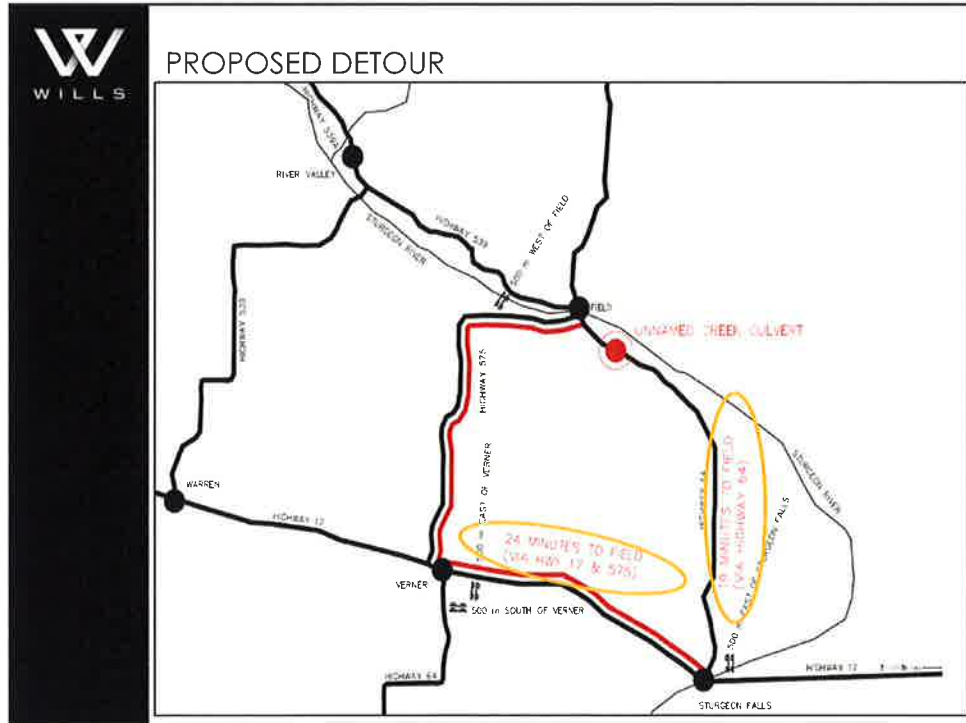






### Unnamed Creek Culvert

- Staging Alternatives Considered:
  - Highway Realignment.
  - Temporary Modular Bridge.
  - Tunneling and Trenchless Technology.
  - Staged Construction with Traffic Signals and a Grade Lowering.
    - MTO requires a minimum 60 km/h / maximum 8% Grade for Temporary Alignment.
    - Unusually long construction zone with increased delay.
    - Residential entrance impacts.
    - Deep fill (~8 m) with hill to the south.
    - Unreasonable amount of excavation required.
    - Utility Issues.
- **Temporary Full Closure of Highway 64.**



**WILLS**

### Consultation With Key Stakeholders

- Fire Services Can Respond to Both Sides of the Closure – Limited Impact.
- Police Services Can Accommodate Closure Given Proper Notification.
- EMS Can Rely on Fire Services to Cover Increased Response Time.
- Local Resident Communication.

A photograph showing a river flowing through a culvert. The water is turbulent and white with foam as it flows over rocks. Sunlight filters through the trees at the entrance of the culvert, creating a bright, dappled light effect on the water and rocks.



### Project Schedule & Full Closure Timing

- Two (2) Season Construction Project – 2019 – 2020.
- Project Scheduled to Commence Mid July 2019.
- Highway 64 Closure – **July or August 2020.**
  - Scheduled to not impact school buses.
  - Will not be scheduled during long weekends.
  - Will be scheduled away from local events (River & Sky, Etc.).
- Duration – **Seven Continuous 24-hour Days.**
  - Five days expected, contingency included for unforeseen issues.



### Request For Municipal Endorsement

- Support Resolution.
- Noise By-Law Exemption for Continuous 24-hour work.

**QUESTIONS?**



**Ministry of Transportation**

Provincial Highways Management  
Northeastern Region  
Traffic Section  
447 McKeown Avenue  
North Bay, ON P1B 9S9  
Tel: (705) 497-6834  
Fax: (705) 497-6926

**Ministère des Transports**

Gestion des routes provinciales  
Région du Nord-Est  
Section de la circulation routière  
447, avenue McKeown  
North Bay, ON P1B 9S9  
Tél : (705) 497-6834  
Télé : (705) 497-6926



Date: **AUG 02 2018**

Her Worship Joanne Savage  
Mayor  
Municipality of West Nipissing  
101-225 Holditch Street  
Sturgeon Falls, ON P0H 2M0

Dear Mayor Savage:

I am writing to inform you of a matter affecting traffic operations in the Municipality of West Nipissing on Highway 17.

The Northeastern Traffic Section has conducted an operational review on Highway 17 through the hamlet of Verner. The results of this review support a westerly extension of the current 80 km/h speed zone by 250 metres. The extension will improve safety for drivers entering or leaving Highway 17 in this area, and will require drivers to reduce their speed further in advance as they approach the intersection of Highway 17 and Highway 575.

Pending the Minister's approval, these changes will be implemented. Illustrations are attached for your reference.

If you have any questions or concerns regarding this matter please feel free to contact me at 705-497-6834.

Sincerely,

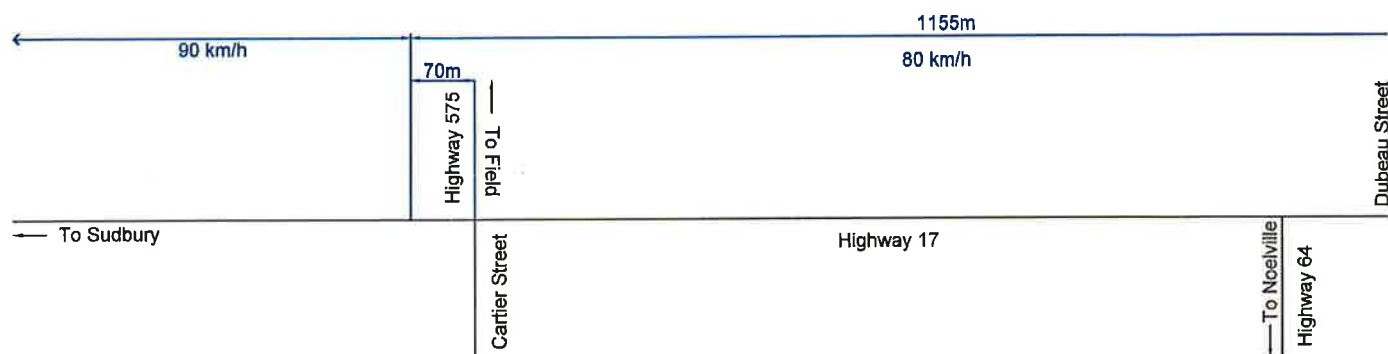
John Pratte  
Traffic Analyst  
Northeast Region

Encl.

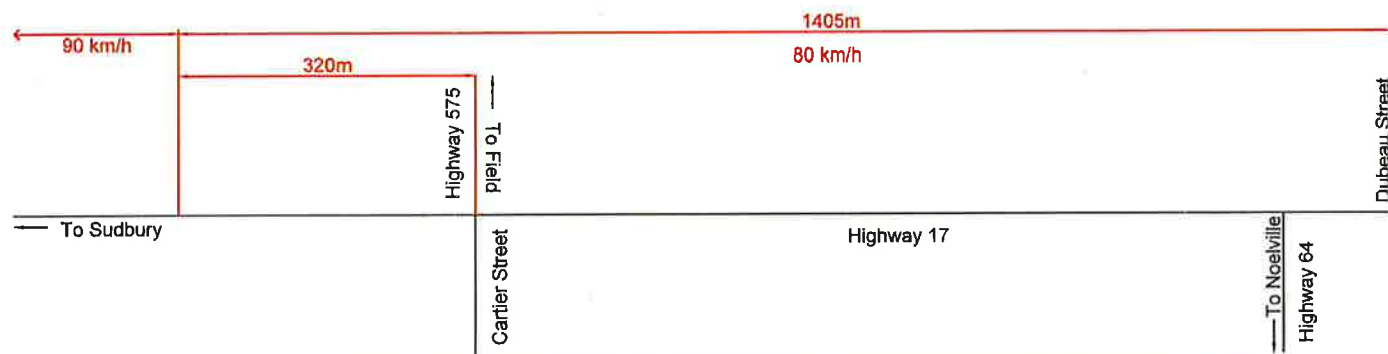
# Ontario Regulation 619 - Speed Limits

Highway 17  
Municipality of West Nipissing

## Existing Speed Limit



## Proposed Speed Limit



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

**MINUTES OF THE SPECIAL COUNCIL MEETING  
HELD IN COUNCIL CHAMBERS  
ON TUESDAY, AUGUST 7, 2018 AT 6:00 PM**

**PRESENT:** MAYOR JOANNE SAVAGE  
COUNCILLOR DENISE BRISSON  
COUNCILLOR YVON DUHAIME  
COUNCILLOR GUY FORTIER  
COUNCILLOR ROLAND LARABIE  
COUNCILLOR LEO MALETTE  
COUNCILLOR JAMIE RESTOULE  
COUNCILLOR NORMAND ROBERGE  
COUNCILLOR GUILLES TESSIER

**ABSENT:**

**A) Declaration of pecuniary interest / Déclaration d'intérêts pécuniaires**

No pecuniary interest declared.

**B) Adoption of agenda / Confirmation de l'ordre du jour**

**B-1** A resolution was passed adopting the agenda as presented.

**No. 2018/286** Moved by: Councillor Brisson

Seconded by: Councillor Fortier

**BE IT RESOLVED THAT** the Agenda for the meeting of Council held on August 7<sup>th</sup>, 2018 be adopted, as  
☒ presented / ☐ amended. **CARRIED**

**C) Sewer and Water / Les égouts et l'eau**

**C-1** Water / Sewer Connection on Railway Street

Documentation was provided to Council in follow up to the discussion on July 17 regarding the cost of the installation of sewer services on Railway Street. The Director of Corporate Services broke down the developer's cost, excluding the items for which he would have been responsible in any event. The Director also pointed out that the province has moved to a full cost recovery model for infrastructure and that the proposed subsidy of the developer would be poor asset management. Following discussion, it was determined that the Municipality would not be participating in the developer's costs.

**D) Adjournment / Ajournement**

**D-1** A resolution was passed to adopt By-law **2018/67** to confirm the proceedings of Council at its meeting of August 7<sup>th</sup>, 2018.

**No. 2018/287** Moved by: Councillor Fortier

Seconded by: Councillor Brisson

**BE IT RESOLVED THAT** By-law No. **2018/67**, being a By-law of the Municipality of West Nipissing to confirm the proceedings of Council at its meeting held on the 7<sup>th</sup> day of August 2018, shall come into force and take effect on the date it is passed.

**CARRIED**



**D-2** A resolution was passed to adjourn the meeting.

**No. 2018/288**    Moved by:    Councillor Brisson  
                         Seconded by:    Councillor Fortier

**BE IT RESOLVED THAT** the SPECIAL meeting of Council held on August 7<sup>th</sup>, 2018 be adjourned.

**CARRIED**

---

JOANNE SAVAGE,  
MAYOR

---

MELANIE DUCHARME,  
CLERK

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

**MINUTES OF THE COMBINED COUNCIL MEETING  
HELD IN COUNCIL CHAMBERS  
ON TUESDAY, AUGUST 14, 2018 AT 6:30 PM**

**PRESENT:** COUNCILLOR DENISE BRISSON  
COUNCILLOR YVON DUHAIME  
COUNCILLOR GUY FORTIER  
COUNCILLOR ROLAND LARABIE  
DEPUTY MAYOR LEO MALETTE  
COUNCILLOR JAMIE RESTOULE  
COUNCILLOR GUILLES TESSIER  
COUNCILLOR NORMAND ROBERGE

**ABSENT:** MAYOR JOANNE SAVAGE

**A) DECLARATION OF PECUNIARY INTEREST / DÉCLARATION D'INTÉRÊTS PÉCUNIAIRES**

There were no pecuniary interests declared.

**B) ADDENDUM (IF APPLICABLE) AND AGENDA / ADDENDA (SI NÉCESSAIRE) ET ORDRE DU JOUR**

**B-1** A resolution was passed to approve the Addendum.

**No. 2018/289** Moved by: Councillor Brisson  
Seconded by: Councillor Fortier

**BE IT RESOLVED THAT** the Addendum for the meeting of Council held on August 14, 2018 be adopted as  
☒ presented / ☐ amended. **CARRIED**

**B-2** A resolution was passed to adopt the Agenda.

**No. 2018/290** Moved by: Councillor Fortier  
Seconded by: Councillor Duhaime

**BE IT RESOLVED THAT** the Agenda for the meeting of Council held on August 14, 2018 be adopted as  
☒ presented / ☐ amended. **CARRIED**

**C) DELEGATIONS & PETITIONS / DÉLÉGATIONS ET PÉTITIONS**

**C-1** **Le paysage linguistique de la Municipalité de Nipissing Ouest** (Presenter: Denis Labelle)

Mr. Denis Labelle provided Council with an overview of 'le paysage linguistique de la Municipalité de Nipissing Ouest'. Mr. Labelle urged the Council to amend its by-law to designate the Municipality of West Nipissing as bilingual and to require all signage in the municipality to be bilingual. Council supported the initiative and agreed to further evaluate the merit of being designated as a bilingual community.

**C-2** **Municipal Accommodation Tax** (Presenter: Jordan Baker, Chamber of Commerce)

Mr. Jordan Baker made a presentation to Council regarding the municipal accommodations tax which permits municipalities to impose a tax on certain types of accommodations which funds would be split between the municipality and the Chamber of Commerce to be put toward future tourism projects. The funds would be collected from all accommodations users through the providers (hotels/lodges, etc.) Following questions, Council agreed that consultation would be required with the stakeholders prior to making any decision. The Chamber of Commerce will be providing additional information at a future Council meeting.

**C-3** **PETITION re: St-Amand and O'Brien Roads**

Council received a petition from residents of St-Amand and O'Brien Roads pertaining to installation of trailers on waterfront properties and increased development near wetlands.

**COMMITTEE OF THE WHOLE MEETING /  
COMITÉ PLÉNIER**

**D-1) COMMUNITY SERVICES / SERVICES COMMUNAUTAIRES**

**D-1(a) Community Services - Update**

The Director of Economic Development and Community Services provided Council with an update advising that the library has been relocated to the K of C Hall in Verner; the scope of work for the demolition of the gymnasium for the municipal building is being finalized with a view of moving to a tender; discussions with Infrastructure Ontario are ongoing with respect to permanently relocating the OMAFRA office; the dehumidifier projects are progressing well; ice is being built in SF and the rink will be open on August 27; the Field outdoor rink project has been pushed back due to delays with the Trillium Application; the clock in Verner has been brought into the arena for a look by a qualified contractor who has assured us that the clock can be re-built. Shutdown of the complex will begin on August 20<sup>th</sup>; the downtown revitalization will involve installation of decorative lampposts.

Denise Brisson,  
Chair

Stephan Poulin,  
Director of Economic Development and  
Community Services

**D-2) SEWER AND WATER / LES ÉGOUTS ET L'EAU**

**NIL**

**D-3) ENVIRONMENTAL / L'ENVIRONNEMENT**

**D-3(a) Request for reduced dumping fees re : demolition of Champlain Motel**

A request was shared with Council wherein property owners of the former Champlain Motel are seeking reduced dumping fees pertaining to the demolition of the condemned motel. Following discussions, Council did not agree to the request.

Roland Larabie,  
Chair

Stephan Poulin,  
Director of Economic Development and  
Community Services

**D-4) GENERAL GOVERNMENT / GOUVERNEMENT GÉNÉRAL**

**D-4(a) Update – Amendments to the Signage By-Law re : hydro poles**

As a follow-up to Council's previous request to investigate if the Municipality has any jurisdiction over hydro poles; a memo was shared with Council advising that the Municipality has no authority over said hydro poles.

**D-4 (b) Request to amend the Taxi By-Law no. 2016/63 seeking the elimination of flat rates**

A request for Le Taxi was shared with Council wherein the proponents are seeking the elimination of flat rates to various locations with the municipal limits and to simply use the metered rate for all trips; noting that the only exception would be the seniors' rate. Council agreed to defer the matter to permit the By-Law officer to obtain additional information and provide recommendation to Council. The Bylaw officer indicates that a report could be available by mid-September.

**D-4 (c) O'Brien & St-Amand Roads re: Trailers**

Council was provided with documentation pertaining to the installation of recreational trailers on lands on O'Brien Road and the development of said lands which could create potential drainage issues. Following discussion, Council agreed that the matter needs to be addressed and staff was directed to return to Council with options for controls and regulation.

**D-4 (d) Use of Municipal Property (Parking lots) for non-municipal commercial activities without a Hawker's & Peddler's License (vegetable stands, food trucks, etc.)**

Council was provided with a memo seeking direction for vendors who setup their temporary business in municipal parking lots; following discussion, council agreed that staff look at a policy for future years that addresses the municipality's concerns and taking into account the business interests of the local vendors.

**D-4 (e) Request to host Community Texas Horseshoe Tournament in downtown core – requires temporary closure of King St. (from John St. to Queen St. on Sept-15<sup>th</sup>)**

A request was shared with Council seeking temporary closure of King Street in order to host a Community Texas Horseshoe Tournament in the downtown core. Council was agreeable to the requests.

**D-4 (f) Request to amend Police Budget**

Council was provided with supplemental information pertaining to the West Nipissing Police Service Board resolution amending/revising their budget. The Director of Corporate Services/Treasurer is seeking Council's approval or denial of the West Nipissing Police Service Board revised Budget. A lengthy discussion ensued wherein the Board presented additional information concerning the proposed amendments to its budget. The Treasurer provided a legal opinion which indicated that it is within council's purview to approve the amendment to the police budget.

**D-4 (g) Update re: AMO Delegations**

The Clerk informed Council that the Municipality's requests for AMO delegations with the Min. of Health and LTC and the Min. of Transportation have been denied due to high volume.

**D-4 (h) Proposed Culvert Replacement – Hwy 64 (between Field and Sturgeon Falls)**

Council was provided with an update pertaining to the proposed culvert replacement on Highway 64 between Field and Sturgeon Falls which is scheduled for 2019 or 2020. The Clerk is seeking comments from Council regarding the proposed closure and if they wish to receive further information/details directly from the consultant. Following discussion, Council requested that the representative from the consultant attend September's meeting to provide council with additional information.

Guy Fortier,  
Chair

Melanie Ducharme,  
Clerk

**D-5) PLANNING / PLANIFICATION NIL**

**D-6) EMERGENCY MEASURES AND PUBLIC SAFETY / MESURES D'URGENCE ET SÉCURITÉ PUBLIQUE NIL**

**D-7) ECONOMIC DEVELOPMENT / DÉVELOPPEMENT ÉCONOMIQUE NIL**

**D-8) SOCIAL SERVICES AND HEALTH / SERVICES SOCIAUX ET SANTÉ NIL**

**D-9) PUBLIC WORKS / TRAVAUX PUBLICS NIL**

**REGULAR COMMITTEE MEETING /  
RÉUNION RÉGULIÈRE**

**E) PLANNING / PLANIFICATION**

**E-1** A resolution was passed to approve By-Law **2018/68** to accept, assume and dedicate lands for public highway purposes (Pt of Clear Lake Rd in Cache Bay)

**No. 2018/291** Moved by: Councillor Brisson  
Seconded by: Councillor Fortier

**BE IT RESOLVED THAT** By-law **2018/68**, being a by-law to accept, assume and dedicate lands for public highway purposes, shall come into force and take effect on the date it is passed.

South Part Broken Lot 11, Con 4,  
Part 2, Plan 36R-14202, S/T LT111125  
Geographic Township of Springer  
Municipality of West Nipissing  
District of Nipissing

Being part of the travelled road known as chemin Clear Lake Road, Cache Bay, Ontario.

**CARRIED**

- E-2** A resolution was passed to approve By-Law **2018/69** to accept, assume and dedicate lands for public highway purposes (Pt of Arcand Rd in Cache Bay)

**No. 2018/292**    Moved by:    Councillor Fortier  
                         Seconded by:    Councillor Duhaime

**BE IT RESOLVED THAT** By-law **2018/69**, being a by-law to accept, assume and dedicate lands for public highway purposes, shall come into force and take effect on the date it is passed.

Part of Lot 11, Concession 2  
Part 4, Plan 36R-14171  
Geographic Township of Springer  
Municipality of West Nipissing  
District of Nipissing

Being parts of the travelled roads known as chemin Arcand Road, Sturgeon Falls, Ontario

**CARRIED**

- E-3** A resolution was passed to approve By-Law **2018/70** to accept, assume and dedicate lands for public highway purposes (Pt of Laplage Rd in Verner)

**No. 2018/293**    Moved by:    Councillor Brisson  
                         Seconded by:    Councillor Fortier

**BE IT RESOLVED THAT** By-law **2018/70**, being a by-law to accept, assume and dedicate lands for public highway purposes, shall come into force and take effect on the date it is passed.

Part of Lot 3, Concession C,  
Parts 8 and 9, 36R-14173  
Geographic Township of Caldwell  
Municipality of West Nipissing  
District of Nipissing

Being part of the travelled road known as chemin Laplage Road, Verner, Ontario.

**CARRIED**

- E-4** A resolution was passed to approve By-Law **2018/71**, amending By-Law 2018/56, to re-convey certain lands to the original owners/grantors (Pt of Promenade du Lac Rd)

**No. 2018/294**    Moved by:    Councillor Fortier  
                         Seconded by:    Councillor Duhaime

**BE IT RESOLVED THAT** By-law **2018/71**, being a by-law to amend By-Law **2018/56**, to re-convey certain land to original owners/grantors and to dedicate certain land for public highway purposes, shall come into force and take effect on the date it is passed.

**CARRIED**

- E-5** A resolution was passed to approve By-Law **2018/72** to transfer certain lands in River Valley (T. & B. Gostick

**No. 2018/295**    Moved by:    Councillor Brisson  
                         Seconded by:    Councillor Fortier

**BE IT RESOLVED THAT** By-law **2018/72**, being a by-law to authorize the transfer of certain lands being Part of Desaulniers Street in the Township of Gibbons, Municipality of West Nipissing, District of Nipissing; which shall come into force and take effect on the date it is passed.

**CARRIED**

- E-6 Resolution to grant draft approval of a Plan of Subdivision Application No. SUBD 2018/01 made by G & M Arcand

➡ *refer to Addendum section*

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**F) CORRESPONDENCE AND ACCOUNTS / COMPTES ET COURIER**

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- F-1** A resolution was passed to adopt the minutes of the meeting of Council held on July 10, 2018.  
**No. 2018/297** Moved by: Councillor Brisson  
Seconded by: Councillor Duhaime  
**BE IT RESOLVED THAT** the minutes of the meeting of Council held on July 10, 2018 be adopted, as ☒ presented / ☐ amended. **CARRIED**
- F-2** A resolution was passed to adopt the minutes of the closed meeting of Council held on July 10, 2018.  
**No. 2018/298** Moved by: Councillor Duhaime  
Seconded by: Councillor Brisson  
**BE IT RESOLVED THAT** the minutes of the CLOSED meeting of Council held on July 10, 2018 be adopted, as ☒ presented / ☐ amended. **CARRIED**
- F-3** A resolution was passed to adopt the minutes of the SPECIAL meeting of Council held on July 17, 2018.  
**No. 2018/299** Moved by: Councillor Brisson  
Seconded by: Councillor Duhaime  
**BE IT RESOLVED THAT** the minutes of the SPECIAL meeting of Council held on July 17, 2018 be adopted, as ☒ presented / ☐ amended. **CARRIED**
- F-4** A resolution was passed to adopt the minutes of the CLOSED meeting of Council held on July 17, 2018.  
**No. 2018/300** Moved by: Councillor Duhaime  
Seconded by: Councillor Brisson  
**BE IT RESOLVED THAT** the minutes of the CLOSED meeting of Council held on July 17, 2018 be adopted, as ☒ presented / ☐ amended. **CARRIED**
- F-5** A resolution was passed to adopt the minutes of the SPECIAL meeting of Council held on August 7, 2018.  
**No. 2018/301** Moved by: Councillor Brisson  
Seconded by: Councillor Duhaime  
**BE IT RESOLVED THAT** the minutes of the SPECIAL meeting of Council held on August 7, 2018 be adopted, as ☒ presented / ☐ amended. **CARRIED**
- F-6** A resolution was passed to receive the minutes of the West Nipissing Public Library Board meeting.  
**No. 2018/302** Moved by: Councillor Duhaime  
Seconded by: Councillor Brisson  
**BE IT RESOLVED THAT** the minutes of the West Nipissing Library Board meeting held on June 21, 2018 be received. **CARRIED**
- F-7** A resolution was passed to receive the minutes of the West Nipissing Police Services Board meeting.  
**No. 2018/303** Moved by: Councillor Brisson  
Seconded by: Councillor Duhaime  
**BE IT RESOLVED THAT** the minutes of the West Nipissing Police Services Board meeting held on June 20, 2018 be received. **CARRIED**
- F-8** A resolution was passed to **adopt** the minutes of the Planning Advisory Committee meeting.

No. 2018/304    Moved by:    Councillor Duhaime  
                         Seconded by:    Councillor Brisson

**BE IT RESOLVED THAT** the minutes of the West Nipissing Planning Advisory Committee meeting held on April 16, 2018 be received. **CARRIED**

F-9    A resolution was passed to receive the minutes of the Committee of Adjustment meeting.

No. 2018/305    Moved by:    Councillor Brisson  
                         Seconded by:    Councillor Duhaime

**BE IT RESOLVED THAT** the minutes of the West Nipissing Committee of Adjustment meeting held on June 11, 2018 be received. **CARRIED**

F-10    A resolution was passed to receive the disbursements of accounts payables.

No. 2018/306    Moved by:    Councillor Duhaime  
                         Seconded by:    Councillor Brisson

**BE IT RESOLVED THAT** the accounts payables disbursement sheets be received in the amount of:  
General Accounts ..... **\$ 2,693,810.71** **CARRIED**

F-11    Update re: Request for left turning lane at the intersection of Hwy. 17 and Leblanc Road

    ↳ **Refer to the Addendum Section**

**G)    UNFINISHED BUSINESS / AFFAIRES EN MARCHÉ** **NIL**

**H)    NOTICE OF MOTION / AVIS DE MOTIONS** **NIL**

**I)    NEW BUSINESS / AFFAIRES NOUVELLES**

I-1    A resolution was passed to authorize the Municipality to enter into an agreement for the operation of the Verner Arena Canteen.

No. 2018/307    Moved by:    Councillor Larabie  
                         Seconded by:    Councillor Fortier

**BE IT RESOLVED THAT** the Deputy Mayor and Director of Corporate Services/Treasurer be authorized to sign a Concession Agreement with **LOUISE RIBERDY** for the operation of the Verner Arena Canteen for the Municipality of West Nipissing

**CARRIED**

I-2    A resolution was passed to extend the road sweeping contract for another 2 years (2019 & 2020) as indicated in original quotation.

No. 2018/308    Moved by:    Councillor Fortier  
                         Seconded by:    Councillor Larabie

**WHEREAS** Council previously awarded the 2018 Road Sweeping quotation to **LAFOND SNOW REMOVAL AND SWEEPING** by resolution no. 2018/119 during its meeting held on April 3<sup>rd</sup>, 2018;

**AND WHEREAS** the quotation from the successful contractor indicated that they wished to exercise the option of providing Road Sweeping services to the Municipality for the 2019 and 2020 seasons;

**BE IT THEREFORE RESOLVED THAT** the Road Sweeping quotation for the 2019 and 2020 seasons be awarded to **LAFOND SNOW REMOVAL & SWEEPING**, having met all the specifications.

**CARRIED**

I-3    A resolution was passed to authorize By-Law **2018/73** to change the name of certain streets/roads in the Municipality (from Bouffard Court to St-Jacques Court in Sturgeon Falls)



**No. 2018/309**    Moved by:    Councillor Larabie

Seconded by:    Councillor Fortier

**BE IT RESOLVED THAT** By-law **2018/73**, being a by-law to change the name of certain streets and roads in the Municipality of West Nipissing, shall come into force and take effect on the date it is passed.

**CARRIED**

- I-4**    A resolution was passed to authorize By-Law **2018/74** to amend Schedule "D" of the Traffic and Parking By-Law 2015/62 for the addition of a stop sign (St-Jacques Crt and Hwy 64)

**No. 2018/310**    Moved by:    Councillor Fortier

Seconded by:    Councillor Larabie

**BE IT RESOLVED THAT** By-law **2018/74**, being a by-law to amend By-law 2015/62, as amended, being a By-law to Regulate Traffic and Parking in the Municipality of West Nipissing, shall come into force and take effect on the date it is passed.

**CARRIED**

- I-5**    A resolution was passed to authorize By-Law **2018/75** to prohibit littering on municipal and private property within the Municipality

**No. 2018/311**    Moved by:    Councillor Larabie

Seconded by:    Councillor Fortier

**BE IT RESOLVED THAT** By-law **2018/75**, being a by-law to repeal By-law 2002/75 as amended, being a By-law to Prohibit Littering in the Municipality of West Nipissing, shall come into force and take effect on the date it is passed.

**CARRIED**

- I-6**    A resolution was passed to authorize By-Law **2018/76** to regulate signs and other advertising devices, including posting of notices with the Municipality

**No. 2018/312**    Moved by:    Councillor Fortier

Seconded by:    Councillor Larabie

**BE IT RESOLVED THAT** By-law **2018/76**, being a by-law to repeal By-law 2007/39, as amended, being a By-law to regulate signs and other advertising devices, including posting notices within the Municipality of West Nipissing, shall come into force and take effect on the date it is passed.

**CARRIED**

- I-7**    A resolution was passed to award the Holditch Sanitary & Watermain Reconstruction quotation

**No. 2018/313**    Moved by:    Councillor Larabie

Seconded by:    Councillor Fortier

**WHEREAS** quotations for the Holditch Sanitary & Watermain Reconstruction were received and opened publicly on July 18, 2018, by the Director of Corporate Services and the Manager of Water and Wastewater Operation;

**AND WHEREAS** Three (3) quotations was received;

**AND WHEREAS** the Manager of Water and Wastewater Operations has reviewed the quotations and is satisfied that the recommendation herein consists of the best prices meeting all the specifications;

**AND WHEREAS** Council concurs with the recommendation received;

**BE IT RESOLVED THAT** the quotation for a the Holditch Sanitary & Watermain Reconstruction be awarded to **LABELLE BROTHERS EXCAVATING**, having submitted the lowest quotation of \$367,998.00 meeting all the specifications.

**CARRIED**

- I-8**    A resolution was passed to award the quotation for the Reconstruction of Leblanc & Lalande Roads and parts of Fort and Bay Roads

**No. 2018/314**    Moved by:    Councillor Fortier

Seconded by:    Councillor Larabie

**WHEREAS** quotations for the Reconstruction of Leblanc and Lalande Road and parts of Fort and Bay Roads were received and opened publicly on August 9, 2018, by the Director of Corporate Services and the Manager of Public Works;

**AND WHEREAS** four (4) tenders were received;

**AND WHEREAS** the Manager of Public Works has reviewed the quotations and is satisfied that the recommendation herein consists of the best prices meeting all the specifications;

**AND WHEREAS** Council concurs with the recommendation received;

**BE IT RESOLVED THAT** the quotation for the Reconstruction of Leblanc and Lalande Road and parts of Fort and Bay Roads, be awarded to **MILLER PAVING**, having submitted the lowest quotation of \$868,375.00 meeting all the specifications.

**CARRIED**

- I-9** A resolution was passed to award the quotation for a Tandem Diesel Snow Plow and Combination Dump Body/Spreader Truck (Public Works)

**No. 2018/315** Moved by: Councillor Larabie

Seconded by: Councillor Fortier

**WHEREAS** quotations for a Tandem Diesel Reversible Snow Plow and Combination Dump Body/Spreader Truck were received and opened publicly on August 9th, 2018, by the Director of Corporate Services and the Manager of Public Works;

**AND WHEREAS** one (1) tender was received;

**AND WHEREAS** the Manager of Public Works has reviewed the quotations and is satisfied that the recommendation herein consists of the best prices meeting all the specifications;

**AND WHEREAS** Council concurs with the recommendation received;

**BE IT RESOLVED THAT** the quotation for a Tandem Diesel Reversible Snow Plow and Combination Dump Body/Spreader Truck be awarded to **FREIGHTLINER NORTH BAY**, having submitted the lowest quotation of \$275,271.12 meeting all the specifications.

**CARRIED**

- I-10** A resolution was passed to award the quotation for Duck Creek Bridge

**No. 2018/316** Moved by: Councillor Fortier

Seconded by: Councillor Larabie

**WHEREAS** quotations for the Duck Creek Bridge were received and opened publicly on August 9, 2018, by the Director of Corporate Services and the Manager of Public Works;

**AND WHEREAS** one (1) quotation was received;

**AND WHEREAS** the Manager of Public Works has reviewed the quotations and is satisfied that the recommendation herein consists of the best prices meeting all the specifications;

**AND WHEREAS** Council concurs with the recommendation received;

**BE IT RESOLVED THAT** the quotation for the Duck Creek Bridge be awarded to **LESSARD WELDING**, having submitted the lowest quotation of \$248,430.00, meeting all the specifications.

**CARRIED**

- I-11** A resolution was passed to authorize the use of the SF Recreation Complex Hall and Kitchen (2 days), at a reduced rate, by the École secondaire Sturgeon Falls secondary School for their 50-Year Class Reunion (May 2020)

**No. 2018/317** Moved by: Councillor Larabie

Seconded by: Councillor Fortier

**WHEREAS** Council received a request from The Homecoming Committee, from École secondaire Sturgeon Falls Secondary School at its meeting held on July 10<sup>th</sup>, 2018 wherein the group is requesting the use of the Sturgeon Falls Recreational Marcel Noel Hall and kitchen for 2 days during the long-weekend of May 2020, free of charge or at a reduced rate, in order to host their 50-Year Class Reunion;

**AND WHEREAS** Council supports the École secondaire Sturgeon Falls Secondary School Homecoming Committee's initiative in organizing a 50-year Class Reunion;

**BE IT THEREFORE RESOLVED THAT** the École secondaire Sturgeon Falls Secondary School Homecoming Committee be authorized to use of the Sturgeon Falls Recreational Marcel Noel Hall and kitchen at the reduced cost recovery rate (staff + cleanup), for 2 days during the long-weekend of May 2020; in order to host their 50-Year Class Reunion.

**CARRIED**

- I-12 A resolution was passed to authorize By-Law **2018/77** supporting the Society for the Prevention of Cruelty against Animal (SPCA) in the "NO HOT PETS CAMPAIGN"

**No. 2018/318** Moved by: Councillor Fortier  
Seconded by: Councillor Larabie

**BE IT RESOLVED THAT** By-law **2018/77**, being a by-law to to support the Ontario Society for the Prevention of Cruelty to Animals (SPCA) "NO HOT PETS CAMPAIGN" in the Municipality of West Nipissing, shall come into force and take effect on the date it is passed.

**CARRIED**

- I-13 A resolution was passed to grant an exemption of the municipal Noise By-Law for a wedding celebration on September 1, 2018 (Miranda Hepworth)

**No. 2018/319** Moved by: Councillor Larabie  
Seconded by: Councillor Fortier

**WHEREAS** an e-mail request was received from Miranda Hepworth seeking Council's authorization for an exemption from the municipal Noise By-Law in order to host her outdoor Wedding Celebration;

**BE IT RESOLVED THAT** Council authorizes an exemption of the Municipality of West Nipissing Noise By-Law **1999/75**, for an outdoor Wedding Celebration, as requested by Miranda Hepworth, which will take place at 234 Fort Road in Sturgeon Falls, on Saturday, September 1<sup>st</sup>, 2018 from 3:00 PM until 2:00 AM.

**CARRIED**

- I-14 A resolution was passed to support the City of North Bay resolution 2018/229 seeking long term funding commitment from the provincial government for the film industry

**No. 2018/320** Moved by: Councillor Fortier  
Seconded by: Councillor Larabie

**WHEREAS** the Council for the Municipality of West Nipissing received resolution no. 2018-229, attached hereto, from the City of North Bay, requesting the Province to extend the funding of the film industry, either 10 years or permanent commitment;

**BE IT RESOLVED THAT** Council for the Municipality of West Nipissing supports the City of North Bay, in their request seeking a 10 year or permanent commitment for funding of the film industry;

**BE IT FURTHER RESOLVED THAT** a copy of this resolution be forwarded to the Premier of Ontario, Minister of Finance, Minister of Energy Northern Development and Mines, Leaders of the Opposition, North Bay District Chamber of Commerce and the Federation of Northern Ontario Municipalities (FONOM).

**CARRIED**

- I-15 A resolution was passed to authorize the amendment of the West Nipissing Police Service Board Budget

**No. 2018/321** Moved by: Councillor Larabie  
Seconded by: Councillor Fortier

**WHEREAS** the West Nipissing Police Service Board passed a resolution authorizing the transfer of \$72,000 from recoverable salaries to Board Legal coverage;

**AND WHEREAS** the West Nipissing Police Service Board has submitted a revised budget which includes a transfer of \$110,000 from Operating Expenditures to Board Expenditures; which breakdown is as follows:

Sworn Salaries	\$72,000
Work Clothes & Safety	\$10,000
Training	\$7,000
Equipment Purchases	\$10,000
Equipment Repairs & Maintenance	\$6,000
Operating Expenses	\$5,000

**BE IT RESOLVED THAT** Council for the Municipality of West Nipissing hereby approves the revised West Nipissing Police Service budget.



## Schedule A

### SPECIAL CONDITIONS OF DRAFT APPROVAL

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

- 1) The Corporation of the Municipality of West Nipissing's conditions and amendments to final plan of approval, for registration of Subdivision File No. SUBD2018/01 made by **GEORGES AND MARIE ARCAND** are as follows:
- 2) That this approval expires three (3) years from the date of approval shown by the "Draft Plan Approval Stamp" on the face of the draft plan. If there is an appeal to the Ontario Municipal Board under section 51 (39) of the *Planning Act*, the three (3) year expiration period does not begin until the date of the order of the Ontario Municipal Board issued in respect of the appeal or from the date of a notice issued by the Board under section 52(51) of the *Planning Act*.
- 3) This Draft Approval applies to the Plan of Subdivision prepared by **MILLER & URSO SURVEYING** as shown on the attached Schedule A, dated May 15, 2018 which is comprised of 9.07 hectares
- 4) That prior to signing the Final Plan by the Municipality, the proposed subdivision conforms to the Zoning By-law in effect for the Municipality or with respect to any zoning conditions contained herein;
- 5)
- 6) That the owner agrees in writing to satisfy all requirements, financial and otherwise of the Municipality of West Nipissing concerning provision of roads, installation of services, and drainage.
- 7) That such easements as may be required for utility or drainage purposes shall be granted to the appropriate authority.
- 8) That the owner agrees to convey up to 5% of the land included in the plan or cash-in-lieu to the Municipality for park or other public recreational purposes.
- 9) The owner covenants and agrees to provide the municipality with evidence that satisfactory arrangements, financial and otherwise, have been made with Canada Post Corporation for the installation of Community Mail Boxes (CMB) as required by Canada Post Corporation. The owner further agrees to provide notice to prospective purchaser of the locations of the CMB and that home/business mail delivery will be provided by CMBs provided by the owner, provided that the owner has paid for the activation and equipment installation of the CMB's.
- 10) That the Subdivision Agreement between the owner and the Municipality be registered by the Municipality against lands to which it applies once the Plan of Subdivision has been registered prior to any encumbrances.

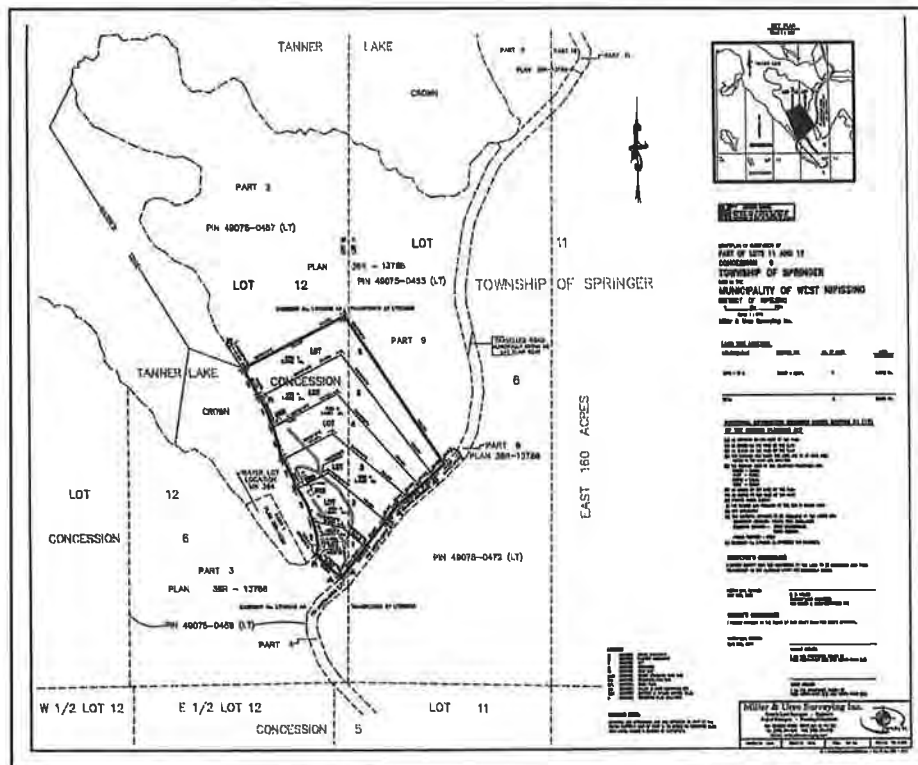
- 11) That the Subdivision Agreement between the owner and the Municipality contain a Special Provision with wording acceptable to Greater Sudbury Hydro Utilities (GSU) or Hydro One to ensure that:
  - a. Prior to final approval, a copy of the lot grading and drainage plan, showing existing and final grades, must be submitted to GSU or Hydro One for review and approval.
  - b. Any development in conjunction with the subdivision must not block vehicular access to any GSU/Hydro One facilities located on the right-of-way. During construction, there will be no storage of materials or mounding of earth or other debris on the right-of-way.
  - c. The costs of any relocations or revisions to GSU/Hydro One facilities which are necessary to accommodate this subdivision will be borne by the developer.
  - d. The easement rights of GSU/Hydro One and its legal predecessors are to be protected and maintained.
- 12) That before Municipal Council's Final Approval is given, the Council shall be advised in writing by the Director of Community Services how Condition No. 8 has been satisfied.
- 13) That before City Council's Final Approval is given, the Council shall be advised in writing by Canada Post Corporation how Condition No. 9 has been satisfied.

### NOTES

- 1) We suggest you make yourself aware of the following:
  - a) Section 143(1) of The Land Titles Act, R.S.O. 1980 as amended, which requires all new plans to be registered in a land titles system.
  - b) Section 143(2) allows certain exceptions.
- 2) ~~Prior to any construction, a Fill, Construction and Alteration to Waterways Permit is required from the North Bay-Mattawa Conservation Authority. The subject lands are within an area regulated by the North Bay-Mattawa Conservation Authority under Ontario Regulation 362/90. This regulation is pursuant to Section 28 of the Conservation Authorities Act of Ontario.~~
- 3) ~~Private water supply and sewage disposal facilities must be approved by the Ministry of the Environment, or its agent in certain areas, in accordance with Ontario Regulations 229/74 as amended, made under the Environmental Protection Act, 1971, as amended.~~
- 4) We recommend you make yourself aware of applicable Federal and Provincial laws regarding construction in proximity to waterbodies.
- 5) The Developer is hereby advised that prior to commencing any work within the Plan, the Developer must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development to provide

communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the Developer is hereby advised that the Developer may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the Developer elects not to pay for such connection to and/or extension of the existing communication/telecommunication infrastructure, the Developer shall be required to demonstrate to the municipality that sufficient alternative communication/telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (i.e., 911 Emergency Services).

- 6) The Owner/Developer is hereby advised that prior to commencing any work within the Plan, the Owner/Developer must confirm with Greater Sudbury Hydro or Hydro One that appropriate electrical services infrastructure is currently available along the proposed development to provide delivery of electrical energy to the proposed development. In the event that such infrastructure is not available, the Owner/Developer is hereby advised that the Owner/Developer may be required to pay for the connection to and/or extension of the existing electrical distribution infrastructure, in accordance with Greater Sudbury Hydro policies or Hydro One and the Ontario Distribution System Code.



CARRIED

**F-11    Update re: Request for left turning lane at the intersection of Hwy. 17 and Leblanc Road**

The Manager of Public Works informed Council that the Ministry of Transportation has agreed to the Municipality's request for a left turning lane at the intersection of Hwy. 17 and Leblanc Road. Council requested a copy of the notification.

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**K)    INFORMATION & QUESTIONS / INFORMATION ET QUESTIONS**

**NIL**

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**L)    CLOSED MEETING / RÉUNION À HUIS CLOS**

**L-1**    A resolution was passed to proceed into closed meeting.

**No. 2018/322**    Moved by:    Councillor Fortier

Seconded by:    Councillor Larabie

**BE IT RESOLVED THAT** we proceed into closed meeting as authorized in Section 239 (2) of the Municipal Act, to discuss the following:

(E)    litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;

          (i)    Ontario Clean Water Agency (OCWA)

**CARRIED**

**L-2**    A resolution was passed to adjourn the closed session.

**No. 2018/323**    Moved by:    Councillor Fortier

Seconded by:    Councillor Larabie

**BE IT BE IT RESOLVED THAT** the Closed meeting of Council held on August 14<sup>th</sup>, 2018 be adjourned at 9:39 PM in order to proceed with the regular meeting

**CARRIED**

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**M)    ADJOURNMENT / AJOURNEMENT**

**M-1**    A resolution was passed to adopt By-law **2018/78** confirming the proceedings of Council at its meeting held on August 14, 2018.

**No. 2018/324**    Moved by:    Councillor Larabie

Seconded by:    Councillor Fortier

**BE IT RESOLVED THAT** By-law No. **2018/78** being a By-law of the Municipality of West Nipissing to confirm the proceedings of Council at its meeting held on the 14<sup>th</sup> day of August 2018, shall come into force and take effect on the date it is passed.

**CARRIED**

**M-2**    A resolution was passed to adjourn the meeting of Council.

**No. 2018/325**    Moved by:    Councillor Fortier

Seconded by:    Councillor Larabie

**BE IT RESOLVED THAT** the meeting of Council held on August 14, 2018 be adjourned.

**CARRIED**

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LÉO MALETTE  
DEPUTY MAYOR

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MELANIE DUCHARME  
CLERK



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

**MINUTES OF THE COMBINED COUNCIL MEETING  
HELD IN COUNCIL CHAMBERS  
ON TUESDAY, SEPTEMBER 4, 2018 AT 6:30 PM**

**PRESENT:** MAYOR JOANNE SAVAGE  
COUNCILLOR DENISE BRISSON  
COUNCILLOR YVON DUHAIME  
COUNCILLOR GUY FORTIER  
COUNCILLOR ROLAND LARABIE  
COUNCILLOR LEO MALETTE  
COUNCILLOR JAMIE RESTOULE  
COUNCILLOR NORMAND ROBERGE

**ABSENT:** COUNCILLOR GUILLES TESSIER

**A) DECLARATION OF PECUNIARY INTEREST / DÉCLARATION D'INTÉRÊTS PÉCUNIAIRES**

There were no pecuniary interests declared.

**B) ADDENDUM (IF APPLICABLE) AND AGENDA / ADDENDA (SI NÉCESSAIRE) ET ORDRE DU JOUR**

**B-1** A resolution was passed to adopt the Agenda.

**No. 2018/326** Moved by: Councillor Fortier  
Seconded by: Councillor Malette

**BE IT RESOLVED THAT** the Agenda for the meeting of Council held on September 4, 2018 be adopted as  
☒ presented / ☐ amended. **CARRIED**

**C) DELEGATIONS & PETITIONS / DÉLÉGATIONS ET PÉTITIONS ..... NIL**

**COMMITTEE OF THE WHOLE MEETING /  
COMITÉ PLÉNIER**

**D-1) EMERGENCY MEASURES AND PUBLIC SAFETY / MESURES D'URGENCE ET SÉCURITÉ PUBLIQUE ..... NIL**

**D-2) ECONOMIC DEVELOPMENT / DÉVELOPPEMENT ÉCONOMIQUE ..... NIL**

**D-3) SOCIAL SERVICES AND HEALTH / SERVICES SOCIAUX ET SANTÉ**

**D-3(a)** DNSSAB / AMO Update (Councillor Roberge)

Councillor Roberge provided Council with an update on the recent DNSSAB Annual report. Also included was information about wait times in different areas for matters such as addictions, mental health and problem gambling. Also, Councillor Roberge had an opportunity to attend a meeting with the MOHLTC regarding the funding of the Au Chateau.

Léo Malette,  
Chair

Melanie Ducharme,  
Clerk

**D-4) PUBLIC WORKS / TRAVAUX PUBLICS**

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**D-4 (a) Update re: Legault Street**

Council was informed that due to delays in contractors securing the required Environmental Assessment Approval the scheduled resurfacing of Legault Street has been delayed. Council concurred with the Manager's recommendation.

**D-4 (b) Update re: Sandhill Road (Councillor Duhaime)**

Councillor Duhaime raised the issue of the extension of Sandhill Road. Councillor Duhaime indicated that the development of the road would facilitate public services. Some Councillors raised the issue of the fact that the road would only benefit one landowner.

**D-4 (c) Update re: Principale Street Sidewalks in Verner**

Council was provided with an update pertaining to the sidewalks construction on Principale Street in Verner. The sidewalk was a capital project for 2018 and it was decided that the monies earmarked for sidewalks were split between Verner and Sturgeon. Councillor Roberge suggested that the Manager of Public Works investigate the possibility of moving the existing sidewalk northerly and to address the drainage in the area. The Director of Community Services indicated that the sidewalk, like Sandhill Road, is not budgeted for 2018.

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Jamie Restoule  
Chair

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Stephan Poulin  
Dir. Community Services & Ec. Dev

**D-5) COMMUNITY SERVICES / SERVICES COMMUNAUTAIRES ..... *NIL***

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**D-6) SEWER AND WATER / LES ÉGOUTS ET L'EAU ..... *NIL***

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**D-7) ENVIRONMENTAL / L'ENVIRONNEMENT ..... *NIL***

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**D-8) GENERAL GOVERNMENT / GOUVERNEMENT GÉNÉRAL**

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**D-8 (a) Le paysage linguistique du Nipissing Ouest (Aug-14th - delegation)**

Following M. Denis Labelle's presentation on August 14th, Council took the opportunity to further discuss the presentation and options presented by M. Labelle. Council discussed the matter and it was determined that there is much research and information to be gathered prior to making such a decision.

**D-8 (b) WN Fire Services request for social media accounts**

Council received a request from Chief Maranda requesting that social media accounts be setup for the West Nipissing Fire Service. Following discussions, Council was agreeable with request and a resolution will be brought forward at a future meeting for Council's approval.

**D-8 (c) Clarification regarding WN Police Board Meeting Minutes – Budget discussion in Closed meeting**

Councillor Restoule provided clarification to Councillor Brisson's request concerning an item in the Police Board Minutes raised at the previous meeting.

**D-8 (d) Water Fluctuation Levels on Sturgeon River**

A memo was provided indicating that there have been weather or operational events which have resulted in rapid fluctuations of the water level on the upper Sturgeon River. Discussions with the Power Generation Manager have indicated that if there is planned work which results in water fluctuation, notice will be given. In the event of unplanned or emergency fluctuations, the manager will endeavour to communicate as quickly as possible when such events take place to get the public information out as soon as possible.

**D-8 (e) OCPC Update**

A copy of the Ontario Civilian Policing Commission (OCPC) was received and shared with Council. The Mayor raised the issue of proper communication protocols for information being given to council and the public.

\_\_\_\_\_  
Guy Fortier,  
Chair

\_\_\_\_\_  
Melanie Ducharme,  
Clerk

**D-9) PLANNING / PLANIFICATION ..... *NIL***

**REGULAR COMMITTEE MEETING /  
RÉUNION RÉGULIÈRE**

**E) PLANNING / PLANIFICATION**

- E-1** A resolution was passed to approve By-Law **2018/79** to accept, assume and dedicate lands for public highway purposes (Pt of Garden Rd and Promenade du Lac Rd in the Twp. of Springer)

**No. 2018/327**    Moved by:    Councillor Malette  
                         Seconded by:    Councillor Fortier

**BE IT RESOLVED THAT** By-law **2018/79**, being a by-law to accept, assume and dedicate lands for public highway purposes, shall come into force and take effect on the date it is passed.

Part of Broken Lot 1, Concession 'C'  
Parts 1, 4, 7, 17, 18 and 13, Plan 36R-14206  
Geographic Township of Springer  
Municipality of West Nipissing  
District of Nipissing

Being parts of the travelled roads known as Garden Village Road and Promenade du Lac Road, West Nipissing, Ontario.

**F) CORRESPONDENCE AND ACCOUNTS / COMPTES ET COURIER ..... *NIL***

**G) UNFINISHED BUSINESS / AFFAIRES EN MARCHÉ ..... *NIL***

**H) NOTICE OF MOTION / AVIS DE MOTIONS**

A Notice of Motion from Councillor Roberge, was received at the September 4<sup>th</sup> Council meeting and will be brought forward for discussion at the September 11<sup>th</sup> Council meeting; which notice reads, in part, as follows:

« That Committee Meetings be suspended for the remainder of the current term of Council and that regular meetings of Council be held on the second Tuesday of each month for the remainder of the Council Term in order to conduct the regular business of Council.

Special Meetings may be called in accordance with Section 3.2 of By-Law 2018/26. »

#### I) NEW BUSINESS / AFFAIRES NOUVELLES

- I-1 A resolution was passed authorizing the temporary closure of King Street in order to host a Community Texas Horseshoe Tournament (Y. Lafontaine – from Aug-14<sup>th</sup> mtg)

**No. 2018/328**    Moved by:    Councillor Fortier  
                         Seconded by:    Councillor Brisson

**WHEREAS** during the August 14<sup>th</sup>, 2018 meeting, Council approved a request seeking the temporary closure of King Street, in order to host a Community Texas Horseshoe Tournament on Saturday, September 15<sup>th</sup>, 2018 in support of the West Nipissing Community Kitchen;

**BE IT THEREFORE RESOLVED THAT** Council hereby authorizes the temporary closure of King Street, south of John Street to Queen Street, from 10:00 AM to 7:00 PM on Saturday, September 15<sup>th</sup>, 2018, to allow for the setup and hosting of a Community Texas Horseshoe Tournament;

**BE IT FURTHER RESOLVED THAT** Council hereby authorizes an exemption of the Municipal Noise By-Law No. 1999/75, from 10:00 AM to 7:00 PM on Saturday, September 15<sup>th</sup>, 2018 to the organizing committee hosting the Community Texas Horseshoe Tournament;

**CARRIED**

- I-2 A resolution was passed approving the West Nipissing Planning Advisory Committee recommendation for the construction of a temporary road on agricultural lands in order for the 2019 IPM

**No. 2018/329**    Moved by:    Councillor Brisson  
                         Seconded by:    Councillor Fortier

**WHEREAS** the Municipality of West Nipissing will host the INTERNATIONAL PLOWING MATCH AND RURAL EXPO (IPM) in the Municipality of West Nipissing in 2019;

**AND WHEREAS** the IPM will necessitate the construction of a temporary road on Lots 7 and 8, located approximately on the concession line between Concessions 2 and 3, in the Geographic Township of Caldwell in order to access the various venues (camping areas/tented city) of the event;

**AND WHEREAS** the lands being utilized for the IPM and associated infrastructure are zoned and designated "Agriculture" in the Municipality of West Nipissing Official Plan and zoning by-law and are therefore subject to development restrictions as provided in the Provincial Policy Statement 2014;

**AND WHEREAS** the Planning Advisory Committee of the Municipality of West Nipissing recommends that the construction of a Road for the IPM is necessary for the purpose of providing access;

**AND WHEREAS** at the meeting held on August 13<sup>th</sup>, 2018, the West Nipissing Planning Advisory Committee recommended that the road be decommissioned following the event and returned to its former state as a field access road only;

**BE IT THEREFORE RESOLVED THAT** Council concurs with the West Nipissing Planning Advisory Committee recommendation and that the road shall be decommissioned following the IPM event and returned to its former state as a field access road only.

**CARRIED**

- I-3 A resolution was passed awarding the quotation for the rehabilitation of Telesphore Road and Principale St. E

**No. 2018/330**    Moved by:    Councillor Fortier  
                         Seconded by:    Councillor Brisson

**WHEREAS** quotations for the Rehabilitation of Telesphore Road and Principale Street E. were received and opened publicly on August 30, 2018, by the Director of Corporate Services and the Manager of Public Works;

**AND WHEREAS** one (1) quotation was received;

**AND WHEREAS** the Manager of Public Works has reviewed the quotation and is satisfied that the recommendation herein consists of the best prices meeting all the specifications;

**AND WHEREAS** Council concurs with the recommendation received;

**BE IT RESOLVED THAT** the quotation for the Rehabilitation of Telesphore Road and Principale Street E. be awarded to **ED SEGUIN & SONS**, having submitted the lowest quotation of \$89,541.40, meeting all the specifications.

**CARRIED**

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**J)      ADDENDUM / ADDENDA ..... NIL**

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**K)      INFORMATION & QUESTIONS / INFORMATION ET QUESTIONS**

**K-1**      The Mayor gave her report.

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**L)      CLOSED MEETING / RÉUNION À HUIS CLOS..... NIL**

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**M)      ADJOURNMENT / AJOURNEMENT**

**M-1**      A resolution was passed to adopt By-law **2018/80** confirming the proceedings of Council at its meeting held on September 4, 2018.

**No. 2018/331**      Moved by:      Councillor Brisson

Seconded by:      Councillor Fortier

**BE IT RESOLVED THAT** By-law No. **2018/80** being a By-law of the Municipality of West Nipissing to confirm the proceedings of Council at its meeting held on the 4<sup>th</sup> day of September 2018, shall come into force and take effect on the date it is passed.

**CARRIED**

**M-2**      A resolution was passed to adjourn the meeting of Council.

**No. 2018/332**      Moved by:      Councillor Fortier

Seconded by:      Councillor Brisson

**BE IT RESOLVED THAT** the meeting of Council held on September 4, 2018 be adjourned.

**CARRIED**

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JOANNE SAVAGE  
MAYOR

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MELANIE DUCHARME  
CLERK

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

**MINUTES OF THE COMBINED COUNCIL MEETING  
HELD IN COUNCIL CHAMBERS  
ON TUESDAY, SEPTEMBER 11, 2018 AT 6:30 PM**

**PRESENT:** MAYOR JOANNE SAVAGE  
COUNCILLOR DENISE BRISSON  
COUNCILLOR YVON DUHAIME  
COUNCILLOR GUY FORTIER  
COUNCILLOR ROLAND LARABIE  
COUNCILLOR LEO MALETTE  
COUNCILLOR JAMIE RESTOULE  
COUNCILLOR GUILLES TESSIER  
COUNCILLOR NORMAND ROBERGE

**ABSENT:**

**A) DECLARATION OF PECUNIARY INTEREST / DÉCLARATION D'INTÉRÊTS PÉCUNIAIRES**

There were no pecuniary interests declared.

**B) ADDENDUM (IF APPLICABLE) AND AGENDA / ADDENDA (SI NÉCESSAIRE) ET ORDRE DU JOUR**

**B-1** A resolution was passed to approve the Addendum.

**No. 2018/333** Moved by: Councillor Malette  
Seconded by: Councillor Roberge

**BE IT RESOLVED THAT** the Addendum for the meeting of Council held on September 11, 2018 be adopted as ☒ presented / ☐ amended. **CARRIED**

**B-2** A resolution was passed to adopt the Agenda.

**No. 2018/334** Moved by: Councillor Roberge  
Seconded by: Councillor Malette

**BE IT RESOLVED THAT** the Agenda for the meeting of Council held on September 11, 2018 be adopted as ☒ presented / ☐ amended. **CARRIED**

**C) DELEGATIONS & PETITIONS / DÉLÉGATIONS ET PÉTITIONS**

**NIL**

**COMMITTEE OF THE WHOLE MEETING /  
COMITÉ PLÉNIER**

**D-1) ....ECONOMIC DEVELOPMENT / DÉVELOPPEMENT ÉCONOMIQUE**

**NIL**

**D-2) SOCIAL SERVICES AND HEALTH / SERVICES SOCIAUX ET SANTÉ**

**NIL**

**D-3) PUBLIC WORKS / TRAVAUX PUBLICS**

**D-3 (a) Public Works – Update**

The Director of Corporate Services / Treasurer provided Council with a verbal update on Golf Course Road, Laplage Road is complete, Larocque, Salter and Sabourin are now complete; Muskosung parking complete; work on Principale Street in Verner is commencing next week; paving on Nipissing and Sabourin Streets is done and Dutrisac Road will be done in October; Railway Street is anticipated to be

done in October or early November; sidewalks – sidewalk to No Frills underway; Waterfront is done and Verner is underway; Duck Creek Bridge is scheduled and residents have been notified as well as emergency services; brushing and ditching is ongoing;

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Guilles Tessier,  
Chair

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Jean-Pierre (Jay) Barbeau,  
Chief Administrative Officer

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**D-4) COMMUNITY SERVICES / SERVICES COMMUNAUTAIRES**

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**D-4 (a)** Community Services - Update

The Director of Economic Development and Community Services informed Council that the Sturgeon Falls Complex has been reopened after its annual shut-down; fitness programs have been moved to the Hall of Fame Room and the gym has been reorganized to allow for additional space; new equipment has been ordered; the Verner arena is scheduled to open on October 1<sup>st</sup> and ice making will begin; Sturgeon Falls arena is already operational. Scheduling of ice-time is underway; the Verner clock will be repaired and will re-installed within 2-3 weeks; the Verner building – target date to have the tender out is October 16th; Marina is scheduled to close on October 9<sup>th</sup> and the docks will be removed on the 15<sup>th</sup>. The splash parks, skate parks and benches will continue to be available on a week by week basis depending on the weather; the Statistics Canada upgrades were tied to the elevator upgrades; however the funding is as yet uncertain; so the lobby and washroom work will be proceeding notwithstanding; autumn events at the museum and complex are planned – see schedule; the 2018 IPM will be in Chatham-Kent and the committee will be updating Council in October.

**D-4 (b)** Update – Grant application for Field Outdoor Covered Rink  
*(refer to Addendum section)*

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Denise Brisson,  
Chair

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Stephan Poulin,  
Director of Economic Development and  
Community Services

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**D-5) SEWER AND WATER / LES ÉGOUTS ET L'EAU**

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**NIL**

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**D-6) ENVIRONMENTAL / L'ENVIRONNEMENT**

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**NIL**

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**D-7) GENERAL GOVERNMENT / GOUVERNEMENT GÉNÉRAL**

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**D-7 (a)** Proposed amendment to the Taxi By-Law 2016/63

The Director of Corporate Services shared a request from Le Taxi with Council seeking amendments to the taxi flat rates which currently create much confusion for the riders. The request is seeking to simplify the fee structure whereby any ride less than 10 kms will be based on the metered rate and any ride of more than 10 kms a flat rate can be negotiated between the driver and the patron; for which negotiated flat rate cannot exceed the metered rate. Following discussions, Council was in agreement with the proposed amendments and a resolution will be brought forward to the next regular meeting for approval.

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Guy Fortier,  
Chair

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Melanie Ducharme,  
Clerk



**D-8) PLANNING / PLANIFICATION**

**NIL**

**D-9) EMERGENCY MEASURES AND PUBLIC SAFETY / MESURES D'URGENCE ET SÉCURITÉ PUBLIQUE**

**NIL**

**REGULAR COMMITTEE MEETING /  
RÉUNION RÉGULIÈRE**

**E) PLANNING / PLANIFICATION**

**NIL**

**F) CORRESPONDENCE AND ACCOUNTS / COMPTES ET COURIER**

**F-1** Correspondence from Ministry of Community Safety and Correctional Services

A letter was shared with Council from the Ministry of Community Safety and Correctional Services indicating that the Municipality of West Nipissing was successful in achieving compliance with the Emergency Management and Civil Protection Act (EMCPA) for 2017.

**G) UNFINISHED BUSINESS / AFFAIRES EN MARCHÉ**

**NIL**

**H) NOTICE OF MOTION / AVIS DE MOTIONS**

**I) NEW BUSINESS / AFFAIRES NOUVELLES**

- I-1** A resolution was passed to approve By-Law 2018/81 to establish the 2018 Municipal Election Joint Compliance Audit Committee for the municipalities of French River, Killarney, Markstay-Warren, St-Charles and West Nipissing.

**No. 2018/335** Moved by: Councillor Malette  
Seconded by: Councillor Roberge

**BE IT RESOLVED THAT** By-law **2018/81**, being a by-law to establish the 2018 Municipal Elections Joint Compliance Audit Committee, come into force and take effect on the date it is passed

**CARRIED**

- I-2** An amended resolution was passed to suspend the Committee of the Whole Council meetings for the remainder of the current term of Council.

**No. 2018/336** Moved by: Councillor Roberge  
Seconded by: Councillor Malette

**MOTION**

**BE IT RESOLVED THAT** Committee Meetings be suspended for the remainder of the current term of Council and that regular meetings of Council be held on the second Tuesday of each month for the remainder of the Council term in order to conduct the regular business of Council;

**BE IT FURTHER RESOLVED THAT** that Special Meetings of Council may be called in accordance with Section 3.2 of Municipal Procedural By-Law 2018/26.

A discussion ensued; following which a motion was tabled to amend the resolution as presented:

Motion to amend resolution Moved by: Councillor Malette  
Seconded by: Councillor Fortier

## MOTION

~~BE IT RESOLVED THAT Committee Meetings be suspended for the remainder of the current term of Council and that regular meetings of Council be held on the second Tuesday of each month for the remainder of the Council term in order to conduct the regular business of Council;~~

**BE IT RESOLVED THAT** there be one Combined Meeting for the month of October on the second Tuesday of the month;

**BE IT FURTHER RESOLVED THAT** that Special Meetings of Council may be called in accordance with Section 3.2 of Municipal Procedural By-Law 2018/26.

**CARRIED**

- I-3 A resolution to authorize a sum of \$50,000 from the 2018 Community Services Capital Budget be reserved for the Field Outdoor Covered Rink Project.

*(refer to Addendum section)*

### J) ADDENDUM / ADDENDA

#### D-4 (b) Update – Grant application for Field Outdoor Covered Rink

The Director of Economic Development and Community Services informed Council that he has been cooperating with the groups (FRED and Raise the Roof) to coordinate the ongoing Field Outdoor Covered Rink project. The Director requested direction to ear-mark the allocated funds to 2019 Budget; Council was in agreement with the proposal.

- I-3 A resolution was passed, as amended, to authorize that a sum of \$50,000 from the 2018 Community Services Capital Budget be reserved for the Field Outdoor Covered Rink Project

**No. 2018/337** Moved by: Councillor Malette  
Seconded by: Councillor Roberge

**WHEREAS** Council authorized the submission of a grant application to the Ontario Trillium Fund by resolution No. 2018/271 in order to secure funding for the construction of the Field Outdoor Covered Rink project;

**AND WHEREAS** the application to the Ontario Trillium Foundation for said project will only occur in 2019;

**BE IT THEREFORE RESOLVED THAT** a minimum the sum of \$50,000 from the 2018 Community Services Capital Budget be reserved for the municipality's contribution to the Field Outdoor Covered Rink Project

**CARRIED**

- L-1 A resolution to proceed into closed meeting to discuss the following:

- (E) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
- (i) Update – Ongoing Litigation Matter

### K) INFORMATION & QUESTIONS / INFORMATION ET QUESTIONS

- K-1 The Mayor gave her report.

### L) CLOSED MEETING / RÉUNION À HUIS CLOS

- L-1 A resolution was passed to proceed into closed meeting.

**No. 2018/338** Moved by: Councillor Brisson  
Seconded by: Councillor Duhaime

**BE IT RESOLVED THAT** we 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) Applications for the Municipal Elections Joint Compliance Audit Committee
- (E) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
  - (ii) Update – Ongoing Litigation Matter

**CARRIED**

**L-2** A resolution was passed to adjourn the closed session.

**No. 2018/339** Moved by: Councillor Tessier

Seconded by: Councillor Brisson

**BE IT BE IT RESOLVED THAT** the Closed meeting of Council held on September 11, 2018 be adjourned at 7:49 PM in order to proceed with the regular meeting

**CARRIED**

**L-3** A resolution was passed to appoint a volunteer member to the 2018 Municipal Elections Joint Compliance Audit Committee.

**No. 2018/340** Moved by: Councillor Brisson

Seconded by: Councillor Duhaime

**WHEREAS** Section 88.37 (1) of the *Municipal Election Law 2018* requires a Council or local board, before October 1<sup>st</sup> of an election year, to establish a Municipal Election Joint Compliance Audit Committee for the purposes of Sections 88.33, 88.34, 88.35, 88.36 and 88.37;

**BE IT RESOLVED THAT** the Council for the Municipality of West Nipissing hereby appoints **JACQUES DUPUIS** to the 2018 Municipal Election Joint Compliance Audit Committee.

**CARRIED**

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**M) ADJOURNMENT / AJOURNEMENT**

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**M-1** A resolution was passed to adopt By-law **2018/82** confirming the proceedings of Council at its meeting held on September 11, 2018.

**No. 2018/341** Moved by: Councillor Duhaime

Seconded by: Councillor Brisson

**BE IT RESOLVED THAT** By-law No. **2018/82** being a By-law of the Municipality of West Nipissing to confirm the proceedings of Council at its meeting held on the 11<sup>th</sup> day of September 2018, shall come into force and take effect on the date it is passed.

**CARRIED**

**M-2** A resolution was passed to adjourn the meeting of Council.

**No. 2018/342** Moved by: Councillor Brisson

Seconded by: Councillor Tessier

**BE IT RESOLVED THAT** the meeting of Council held on September 11, 2018 be adjourned.

**CARRIED**

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JOANNE SAVAGE  
MAYOR

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MELANIE DUCHARME  
CLERK

**MINUTES OF THE WEST NIPISSING POLICE SERVICES BOARD  
MEETING HELD IN THE STURGEON FALLS LIBRARY AUDITORIUM  
ON WEDNESDAY, JULY 18<sup>th</sup>, 2018 AT 5:30 P.M.**

**Members present:** Barry Bertrand  
Celeste Auger Proulx  
Paul Finley  
Jamie Restoule

**Staff Present:** Chief Ray St Pierre  
Diane Lagacé (Secretary)

**Guest:** Graham Wight (Ministry Advisor)

Meeting called to order at 17:36 HR

1. Declaration of Pecuniary Interest: Nil
2. Adoption of the Consent Agenda:
 

**No. 2018/088 Moved by: C. Auger Proulx      Seconded by: Paul Finley**  
**BE IT RESOLVED THAT** the consent agenda for the meeting of July 18<sup>th</sup>, 2018 be adopted as amended. **CARRIED**
3. **No. 2018/089 Moved by: Paul Finley      Seconded by: C. Auger Proulx**  
**BE IT RESOLVED THAT** the agenda for the meeting of July 18<sup>th</sup>, 2018 be adopted as amended. **CARRIED**
4. **No. 2018/090 Moved by: Paul Finley      Seconded by: C. Auger Proulx**  
**BE IT RESOLVED THAT** the accounts payables disbursements sheet be received in the amount of: \$36,426.88 **CARRIED**
5. Business Arising Out the Minutes
  - a) Updated Policies for Homicide, Sexual Assault or Criminal Assault: Deferred until the Board receives the report from the Ministry.
  - b) Chief's Performance Appraisal: The Board was provided with a revised copy of the Chief's Performance Appraisal with former Chief Seguin's revisions/suggestions. The Chair requested that Board Members review and provide him with feedback and or changes in order to approve and adopt the document during the next regular meeting.
6. Outstanding Business
  - a) Disposal of Assets 2 Ford Explorers and Boat Trailer: The Chief believed that the items had been uploaded to govdeals.com but that hadn't been the case. He advised that it would be done the following day.

b) Board Policy – Use of Board Resources for Election Purposes

**No. 2018/091 Moved by: C. Auger Proulx Seconded by: Paul Finley**

**BE IT RESOLVED THAT** the Board adopts policy number 01/2018, a policy on the Use of Board Resources for Election Purposes as presented.

**CARRIED**

- c) Awards & Recognition - The Board discussed holding the Awards and Recognition event. The Chief will look into a date during the week of September 24<sup>th</sup> as well as a venue. The Chief advised that he did have some individuals to recognize and he did welcome suggestions from the Board.

7. Monthly Budget Report

The Chief provided the Board with the monthly financial statement for the month of June 2018. The Chief did express concerns with dispatch staffing as one part-time had resigned and one full time was resigning effective August 1<sup>st</sup>. The Chair questioned if any discussions had taken place with North Bay with possibly scheduling some of their part-time dispatchers in order to fill the gap and not burn out our employees. The Chief advised that he had not but would speak with the Chief in North Bay to discuss.

8. OAPSB Conference Report

Board Member Auger Proulx provided documents and briefly spoke about the sessions she attended during the OAPSB Conference in May.

9. Resolution accepting former Chief Sequin's resignation

**No. 2018/092 Moved by: C. Auger Proulx Seconded by: Paul Finley**

**BE IT RESOLVED THAT** the WNPSB accepted on June 11<sup>th</sup>, 2018, the resignation of Chief of Police RCJ Sequin effective end of business day July 3<sup>rd</sup>, 2018.

**CARRIED**

10. OPP Costing Update

The Chair advised the Board that he had attended the court session on July 5<sup>th</sup>. He explained that the hearing started at 10 a.m. and wrapped up at 5 p.m. and that Board lawyer David Migicovsky spoke well and answered all the judges' questions. The judge did grant a stay of the motion and a judicial review will take place October 8<sup>th</sup>, 2018

11. Update on the Ministry's Grants Transformation Process

The Chief advised the Board that the Transfer of Funds Agreement for the CPP and 1,000 Officers grant had been signed by both the Board Chair and the Mayor and sent to the Ministry for an official signature at which time the agreement will be fully executable. When asked if the funding would continue, Mr. Wight explained that he believed this funding was sustainable as he didn't see this government changing their minds.

12. Correspondence:
- a) Word of Thanks: An email of Thanks for the fast response of officers during a call.
  - b) Letter of Appreciation: A letter of Thanks from an EMT for the work that the service does on a daily basis.
  - c) Social media shout out: A social media shout out to an officer who assisted someone in need.
  - d) Bill C66 Expungement of Historical Unjust Convictions Act: Correspondence from the Parole Board of Canada with respect to Bill C66 Expungement of Historical Unjust Convictions Act.
  - e) Site visit OPP record management team: The Chief advised that a site visit from the OPP on the retaining of records had taken place to determine who would be responsible for what. The OPP will only take on exiting files while the Municipality will be responsible for the retention of the rest.
  - f) Correspondence to Municipality: A copy of the media release that went out after the last meeting along with correspondence from the Board to the Municipality.

13. Other

- a) Minutes: Board Member Finley questioned if the Board Chair had received a reply from the Tribune to which he answered no.

**No. 2018/093 Moved by: Jamie Restoule      Seconded by: C. Auger Proulx**  
**BE IT RESOLVED THAT** the minutes of the meeting held on June 20<sup>th</sup>, 2018 be adopted as presented. **CARRIED**

- b) Overtime Tracking: Board Member Finley questioned the trend and numbers for overtime and if there was a continuing trend.

- c) Foot Patrols: When questioned in the discrepancy between the 2017 and 2018 figures, the Chief explained that he had not used the same coding as the former Chief and that numbers should be more on par next month.

14. **No. 2018/094 Moved by: Paul Finley      Seconded by: C. Auger Proulx**  
**BE IT RESOLVED THAT** we proceed into closed meeting at 19:00 HR to discuss the following:

- 1) Personal matters about an identifiable individual, including board employee
- 2) Labour relations ore employee negotiations **CARRIED**

15. Board Summary

- the Board plans to hold a community information session
- the Board is pleased with the new Chief.

16. Next meeting  
The next regular meeting is scheduled for Wednesday, August 15<sup>th</sup>, 2018 beginning at 17h30 in the Sturgeon Falls Library Auditorium.
17. Direction on Municipal Council  
None.
18. **No. 2018/101 Moved by: Jamie Restoule      Seconded by: Paul Finley**  
**BE IT RESOLVED THAT** this meeting be adjourned at 20:17 HR.  
**CARRIED**

Original signed August 15, 2018

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Barry Bertrand - Chair

---

Diane Lagacé - Secretary



# WEST NIPISSING COMMITTEE OF ADJUSTMENT

Resolution No.

2018 / 056

August 13<sup>th</sup>, 2018

Moved by / Proposé par :

Seconded by / Appuyé par :

**BE IT RESOLVED** that the Minutes of the Committee of Adjustment meeting held on July 9<sup>th</sup>, 2018, be adopted, as presented.

CHAIR

SECRETARY

Name

Yeas

Nays

Fortier, Guy

Fryer, Mark

Gagnon, Roger

Pellerin, Fernand

Roberge, Normand





## MINUTES

**Municipality of West Nipissing  
Meeting of the Committee of Adjustment  
On July 9, 2018 at 7:00 PM  
Chair: Normand Roberge**

---

**PRESENT:** Guy Fortier  
Fernand Pellerin  
Normand Roberge  
Mark Fryer

**ABSENT:** Roger Gagnon

---

### CALL TO ORDER

#### RESOLUTION #2018/046

Moved by: Guy Fortier

Seconded by: Mark Fryer

That the Agenda for the meeting of July 9, 2018 be approved, as presented, amended. **CARRIED**

### MINUTES

#### RESOLUTION #2018/047

Moved by: Mark Fryer

Seconded by: Guy Fortier

That the Minutes of the Committee of Adjustment meeting held on June 11, 2018, be adopted, as presented. **CARRIED**

### APPLICATIONS FOR MINOR VARIANCE AND CONSENT

#### 1. Application for Minor Variance MV2018/03 by Daniel Colard-Applicant.

A Minor Variance application made by Daniel Colard at Highway 64, Legally described as Pt E, ½ Lot 6, Con 3, 36R-7920, Part 1, PCL 27285 NIP in order to Reduce Minimum Gross Floor Area from 70m<sup>2</sup> to 40m<sup>2</sup>. requirements in Table 6.3-Lot Requirements for a Residential (RR) Zone, to permit a Dwelling Unit. Township of Macpherson, Municipality of West Nipissing on July 9, 2018.

#### RESOLUTION #2018/048

Moved by: Guy Fortier

Seconded by: Mark Fryer

#### CONDITIONS:

A minor variance is a small variation from the requirements of the zoning by-law. A minor variance approval is a certificate of permission, because it allows the property owner to obtain a building permit even though their property does not comply precisely with the zoning by-law. Under Section 45(1) of the Planning Act there are four tests a minor variance must meet:

- Is the application minor?

- Is the application desirable for the appropriate development of the lands in question?
- Does the application conform to the general intent of the Zoning By-law?
- Does the application conform to the general intent of the Official Plan?

\*\*\*\*It is important to note that to consider any application a minor variance it must meet all four tests

**2. Application for Consent C27/2018 by Brian Lavoie & Shani Giroux-Applicant**

A consent application made by Brian Lavoie & Shani Giroux for the creation of Two (2) New Lots at Railway St, Legally described as Pt Lot 4, Concession 1, 36R-7803, Parts 1 & 2, Sturgeon Falls, Municipality of West Nipissing, on July 9, 2018.

**RESOLUTION #2018/049**

Moved by: Mark fryer

Seconded by: Guy Fortier

**CONDITIONS:**

1. That a Reference Plan be prepared and deposited in the Land Registry Office and a copy of the new survey be filed with the Municipality;
2. Confirmation that all property taxes are paid up to date;
3. That all conditions be met on or before July 10<sup>th</sup>, 2019 being one year from the date of giving of notice or the consent shall be deemed not to have been given as per Section 53(20) of the Planning Act, R.S.O., as amended.
4. That a Transfer/Deed of Land be submitted to the Secretary-Treasurer for the issuance of a Certificate of Consent.
5. That the owner shall install or arrange for installation of municipal water and sanitary services including, but not limited to the obtaining of a qualified engineer for the design of the sanitary service, satisfactory to the Municipality of West Nipissing and obtaining of a Certificate of Approval therefor from the Ministry of the Environment and Climate Change prior to installation;
6. That the property be re-zoned to a residential zone appropriate for the development proposed thereon.

**CARRIED**

**2. Application for Consent C28/2018 by Kathleen Ford-Applicant**

A consent application made by Kathleen Ford for the creation of a New Lot at 12737 Highway 64, on lands legally described as, Part Lot 5, Con 1, Township of Field, Municipality of West Nipissing on July 9, 2018.

**RESOLUTION #2018/050**

Moved by: Guy Fortier

Seconded by: Mark Fryer

**CONDITIONS:**

1. That a Reference Plan be prepared and deposited in the Land Registry Office and a copy of the new survey be filed with the Municipality
2. Confirmation that all property taxes are paid up to date;
3. That all conditions be met on or before July 10<sup>th</sup>, 2019 being one year from the date of giving of notice or the consent shall be deemed not to have been given as per Section 53(20) of the Planning Act, R.S.O., as amended.
4. That a Transfer/Deed of Land be submitted to the Secretary-Treasurer for the issuance of a Certificate of Consent.
5. The owner shall obtain satisfactory Entrance Permits to the severed and/or retained Lands from the Ministry of Transportation

**CARRIED**

**3. Application for Consent C29/18 by Barbara & Bradley Rusk**

A consent application made by Barbara & Bradley Rusk for an Addition to a Lot, at 361 King St, Legally described as, Pt BLK N, Plan 32, 36R-4106, Parts 1, Sturgeon Falls, Municipality of West Nipissing, Township of Field, Municipality of West Nipissing on July 9, 2018.

**RESOLUTION #2018/051**

Moved by: Fernand Pellerin

Seconded by: Guy Fortier

**CONDITIONS:**

1. That a Reference Plan be prepared and deposited in the Land Registry Office and a copy of the new survey be filed with the Municipality;
2. Confirmation that all property taxes are paid up to date;
3. That all conditions be met on or before July 10<sup>th</sup>, 2019 being one year from the date of giving of notice or the consent shall be deemed not to have been given as per Section 53(20) of the Planning Act, R.S.O., as amended.
4. That a Transfer/Deed of Land be submitted to the Secretary-Treasurer for the issuance of a Certificate of Consent.
5. The severed lands shall be consolidated with the property to which it is being added by way of a PIN consolidation which shall be registered in the Land Registry Office for the District of Nipissing.

**CARRIED**

**4. Application for Consent C30/2018 by 1538324 Ontario LTD-Applicant**

A consent application made by 1538324 Ontario Ltd-(Georges Charbonneau) for the creation of Three (3) New Lots at Bay St, legally described as, Pt Lot 5, Con A, 36R-13400, Part 7 & 8, Township of Springer, Municipality of West Nipissing on July 9, 2018.

**RESOLUTION #2018/052**

Moved by: Guy Fortier

Seconded by: Fernand Pellerin

**CONDITIONS:**

1. That a copy of the new survey be filed with the Municipality;
2. Confirmation that all taxes are paid up to date;

3. That all conditions be met on or before July 10<sup>th</sup>, 2019 being one year from the date of giving of notice or the consent shall be deemed not to have been given as per Section 53(20) of the Planning Act, R.S.O., as amended.
4. That a Transfer/Deed of Land be submitted to the Secretary-Treasurer for the issuance of a Certificate of Consent.
5. The owner shall, prior to the granting of final consent, provide to the Municipality a drainage plan, which shall include the building envelope. The owner shall, if required, grant easements to the municipality of West Nipissing for drainage.
6. The owner shall consult with the municipality of West Nipissing for the installation of water and sanitary services from Bay Street.

**CARRIED**

**5. Application for Consent C31/2018 by Guy & Marie Lafreniere-Applicant**

A consent application made by Guy & Marie Lafreniere for the creation of a New lot at 628 North South Rd on lands legally described as, W, PT Lot 8, Concession 2, PCL 14334 NIP, Township of Kirkpatrick, West Nipissing Municipality on July 9, 2018.

**RESOLUTION #2018/053**

Moved by: Fernand Pellerin

Seconded by: Guy Fortier

**CONDITIONS:**

1. That a copy of the new survey be filed with the Municipality;
2. Confirmation that all taxes are paid up to date;
3. That all conditions be met on or before July 10<sup>th</sup>, 2019 being one year from the date of giving of notice or the consent shall be deemed not to have been given as per Section 53(20) of the Planning Act, R.S.O., as amended.
4. That a Transfer/Deed of Land be submitted to the Secretary-Treasurer for the issuance of a Certificate of Consent.
5. That any portion municipally maintained and travelled road located on the subject land be conveyed to the Municipality of West Nipissing.
6. The owners shall, pursuant to Section 65(2) of the Drainage Act, S.O., 1990 (the "Act"), enter into an Agreement with regard to their respective share(s) of the drainage assessment and shall file such agreement with the Clerk of the Municipality of West Nipissing, for the approval by the Council for the Municipality of West Nipissing. In the event that the Agreement of the parties is not acceptable to the Council of the West Nipissing Municipality, the provisions of Section 5 (1) of the Act shall apply. (Turcotte-Piquette Drain).

**CARRIED**

## **ADJOURNMENT**

**RESOLUTION #2018/045**

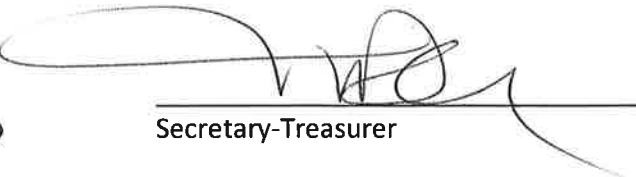
Moved By: Fernand Pellerin

Seconded By: Roger Gagnon

That the West Nipissing Committee of Adjustment meeting be adjourned to August 13, 2018, in the Library Auditorium (Lower Level) of the West Nipissing Municipal Building.

**CARRIED**

  
Chair

  
Secretary-Treasurer



# WEST NIPISSING COMMITTEE OF ADJUSTMENT

Resolution No.

**2018 / 062**

**September 10, 2018**

Moved by / Proposé par :

Seconded by / Appuyé par :

**BE IT RESOLVED** that the Minutes of the Committee of Adjustment meeting held on August 13, 2018, be adopted, as presented.

CHAIR

SECRETARY

Name	Yeas	Nays
Fortier, Guy		
Fryer, Mark		
Gagnon, Roger		
Pellerin, Fernand		
Roberge, Normand		



**MINUTES**  
**Municipality of West Nipissing**  
**Meeting of the Committee of Adjustment**  
**On August 13, 2018 at 7:00 PM**  
**Chair: Normand Roberge**

---

**PRESENT:**      Guy Fortier  
                     Fernand Pellerin  
                     Normand Roberge  
                     Mark Fryer  
                     Roger Gagnon

**ABSENT:**

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**CALL TO ORDER**

**RESOLUTION #2018/055**

Moved by: Guy Fortier

Seconded by: Mark Fryer

That the Agenda for the meeting of August 13, 2018 be approved, as presented, amended.

**CARRIED**

**MINUTES**

**RESOLUTION #2018/056**

Moved by: Mark Fryer

Seconded by: Guy Fortier

That the Minutes of the Committee of Adjustment meeting held on July 9, 2018, be adopted, as presented.

**CARRIED**

**APPLICATIONS FOR MINOR VARIANCE AND CONSENT**

**1.      Application for Minor Variance MV2018/04 by Gerald Larcher-Applicant.**

A Minor Variance application made by Gerald Larcher at Bertram Pt Island 151, Legally described as Bertram Island 151, RP, 36r-13655, Part 3, NIP Keystone Lodge, in order to Increase Maximum Projection of Deck from 6m to 8m, requirements in Table 6.1-Lot Requirements for a Shoreline Residential (SR) Zone. Township of Bertram, Municipality of West Nipissing on August 13, 2018.

**RESOLUTION #2018/048**

Moved by: Guy Fortier

Seconded by: Mark Fryer

**CONDITIONS:**

A minor variance is a small variation from the requirements of the zoning by-law. A minor variance approval is a certificate of permission, because it allows the property owner to obtain a building permit even though their property does not comply precisely with the zoning by-law. Under Section 45(1) of the Planning Act there are four tests a minor variance must meet:

- Is the application minor?
- Is the application desirable for the appropriate development of the lands in question?
- Does the application conform to the general intent of the Zoning By-law?
- Does the application conform to the general intent of the Official Plan?

\*\*\*\*It is important to note that to consider any application a minor variance it must meet all four tests

**2. Application for Consent C32/2018 by Clement & Fernande Rainville-Applicant**

A consent application made by Clement & Fernande Rainville for an Addition to a Lot at Eugene Road, Legally described as Pt Lot 8, Concession A, 36R-12843, Parts 1 & 2, Township of Caldwell, Municipality of West Nipissing, on August 13, 2018.

**RESOLUTION #2018/057**

Moved by: Guy Fortier

Seconded by: Mark Fryer

**CONDITIONS:**

1. That a Reference Plan be prepared and deposited in the Land Registry Office and a copy of the new survey be filed with the Municipality;
2. Confirmation that all property taxes are paid up to date;
3. That all conditions be met on or before August 14<sup>th</sup>, 2019 being one year from the date of giving of notice or the consent shall be deemed not to have been given as per Section 53(20) of the Planning Act, R.S.O., as amended.
4. That a Transfer/Deed of Land be submitted to the Secretary-Treasurer for the issuance of a Certificate of Consent.

**3. Application for Consent C33/2018 by Catherine & Lyle Anderson-Applicant**

A consent application made by Catherine & Lyle Anderson for an Addition to a Lot at 166 Bear Lake Road, Legally described as Pt Lot 5, Concession 1, 36R-12653, Parts 1 & 7, Township of Hugel, Municipality of West Nipissing, on August 13<sup>th</sup>, 2018.

**RESOLUTION #2018/058**

Moved by: Mark fryer

Seconded by: Guy Fortier

**CONDITIONS:**

1. That a Reference Plan be prepared and deposited in the Land Registry Office and a copy of the new survey be filed with the Municipality;
2. Confirmation that all property taxes are paid up to date;
3. That all conditions be met on or before August 14<sup>th</sup>, 2019 being one year from the date of giving of notice or the consent shall be deemed not to have been given as per Section 53(20) of the Planning Act, R.S.O., as amended.
4. That a Transfer/Deed of Land be submitted to the Secretary-Treasurer for the issuance of a Certificate of Consent.



**CARRIED**

## **ADJOURNMENT**

### **RESOLUTION #2018/059**

Moved By: Fernand Pellerin

Seconded By: Roger Gagnon

That the West Nipissing Committee of Adjustment meeting be adjourned to \_\_\_\_\_, in the Library Auditorium (Lower Level) of the West Nipissing Municipal Building.

**CARRIED**

  
Chair  
Secretary-Treasurer



## WEST NIPISSING PLANNING ADVISORY COMMITTEE

Resolution No.

2018 / 019

August 13, 2018

Moved by / Proposé par :

Seconded by / Appuyé par :

**BE IT RESOLVED** that that the Minutes of meeting held on July 9, 2018, be adopted, as presented.

CHAIR

SECRETARY

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



## MINUTES

**Municipality of West Nipissing  
Meeting for the Planning Advisory Committee  
On July 9, 2018 at 06:00 PM  
Chair: Normand Roberge**

---

**PRESENT:** Yvon Duhaime  
Guy Fortier  
Fernand Pellerin  
Normand Roberge  
Joanne Savage

**ABSENT:** Guilles Tessier  
Roger Gagnon

---

**(1) CALL TO ORDER**

**(2) DECLARATION OF PECUNIARY INTEREST**

**(3) APPROVAL OF AGENDA**

**RESOLUTION # 2018/012**

Moved By: Guy Fortier

Seconded By: Yvon Duhaime

That the Agenda for the meeting of July 9, 2018, be approved, as presented.

**CARRIED**

**(4) APPROVAL OF PREVIOUS MINUTES**

**RESOLUTION #2018/013**

Moved By: Guy Fortier

Seconded By: Yvon Duhaime

That the Minutes of meeting held on April 16, 2018 be adopted, as presented.

**CARRIED**

**(5) ZONING AMENDMENT APPLICATION ZBLA 2018-05- SERGE & CHANTAL AUBIN**

**RESOLUTION #2018/14**

Moved By: Joanne Savage

Seconded By: Guy Fortier

**WHEREAS** a public meeting was held on July 9, 2018 for the purpose of amending Zoning By-Law 2015-21;

**AND WHEREAS** written concerns have been received and considered ☐ Yes ☒ No

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

**BE IT RESOLVED** THAT THE NIPISSING PLANNING ADVISORY COMMITTEE

☒  
☐

**RECOMMENDS**

**DOES NOT RECOMMEND**

that the Council for the West Nipissing Municipality adopts the proposed zoning by-law to rezone the property known as 696 Leblanc Rd, Legally described as Pt Lot 6, Con 1,36R-3318, Parts 1 & 3, Township of Springer, Municipality of West Nipissing, District of Nipissing to amend the zoning designation of the lands from C2-Commercial-Two to RR-Rural Residential,

**CARRIED**

**(6) ZONING AMENDMENT APPLICATION ZBLA 2018-06- BRIAN LAVOIE/SHANI GIROUX**

**RESOLUTION #2017/015**

Moved By: Guy Fortier

Seconded By: Joanne Savage

**WHEREAS** a public meeting was held on July-9, 2018 for the purpose of amending By-Law 2014-45

**AND WHEREAS** written concerns and objections were received: ☐ Yes ☒ No

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

**BE IT RESOLVED** THE WEST NIPISSING PLANNING ADVISORY COMMITTEE

☒  
☐

**RECOMMENDS**

**DOES NOT RECOMMEND**

that the Council for the West Nipissing Municipality adopts the proposed zoning by-law to rezone the property known as Railway St, Legally described as Pt Lot 4, Con 1,36R-7803, Parts 1 & 2, Sturgeon Falls, Municipality of West Nipissing, District of Nipissing to amend the zoning designation of the lands from C1-Commercial-One to R3-Residential-Three.

**CARRIED**

**(7) ZONING AMENDMENT APPLICATION ZBLA 2018-07-DWIGHT & HEATHER FRYER**

**RESOLUTION #2017/016**

Moved By: Yvon Duhaime

Seconded By: Guy Fortier

**WHEREAS** a public meeting was held on July 9, 2018 for the purpose of amending Zoning By-law 2014-45;

**AND WHEREAS** written concerns and objections were received: ☐ Yes ☒ No

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

**BE IT RESOLVED** THE WEST NIPISSING PLANNING ADVISORY COMMITTEE

☒ **RECOMMENDS**  
☐ **DOES NOT RECOMMEND**

that the Council for the West Nipissing Municipality adopts the proposed zoning by-law to rezone the property known as 192 Morley's Rd, Legally described as S Pt Broken Lot 9, Con 5, PCL 20273 NIP, Township of Falconer Municipality of West Nipissing, District of Nipissing to amend the zoning designation of the lands from RU-Rural to RU-6 Rural Exception Zone 6. To permit a second Dwelling as a permitted use in Table 9.1

**CARRIED**

**(9) ADJOURNMENT**

**RESOLUTION #2017/017**

Moved By: Guy Fortier

Seconded By: Yvon Duhaime

That the West Nipissing Planning Advisory Committee meeting be adjourned to August 13, 2018 in the Library Auditorium (Lower Level) of the West Nipissing Municipal Building.

**CARRIED**

  
Chair

  
Secretary-Treasurer

**MINUTES OF THE REGULAR MEETING OF THE WEST NIPISSING PUBLIC LIBRARY BOARD  
HELD AT 5:00 P.M. ON WEDNESDAY JULY 11, 2018 IN STURGEON FALLS**

---

**PRESENT:** M. Willemsen, D. Brisson, S. Friedrich, S. Pilon, M. Willemsen, A. Langevin,

**STAFF:** C. Marion

---

**CALL TO ORDER:** Meeting called to order by M. Willemsen, chair

**APPROVAL OF THE AGENDA FOR REGULAR BOAD MEETING OF**  
**MOTION #18-37**

**MOVED BY:** S. Pilon

**SECONDED BY:** A. Langevin that the agenda be approved....carried

**DECLARATION OF ANY CONFLICTS OF INTEREST:** none

**APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING:**

**MOTION #18-38**

**MOVED BY:** S. Pilon

**SECONDED BY:** A. Langevin that the minutes of the regular board meeting of June 21, 2018, be approved as presented ..... carried

**BUSINESS ARISING FROM THE MINUTES:** none

**CORRESPONDENCE:** none

**TREASURER'S REPORT:**

**MOTION #18-39**

**MOVED BY:** A. Langevin

**SECONDED BY:** D. Brisson that the expenditures for the month of June 2018 in the amount of \$12,640.28 for cheques #5897 to #5917 inclusive be approved and that fees and fines in the amount of \$753.80 be acknowledged .....carried

**REPORT OF BOARD MEMBERS' ADVOCACY ACTIVITIES -**

**BRANCH REPORTS:**

- a) Verner: Temporary location (Salle des Chevaliers de Colomb) expected to be ready by mid-August

**REPORT OF THE CEO:**

- a) Board vacancy conveyed to Council- M.Shaye has resigned

- b) Science North – Excellent program on July 3<sup>rd</sup>
- c) TD Summer Reading Program- 27 registrants
- d) Attended Health & Safety Committee meeting. Committee is working on Substance Abuse Policy, Code of Conduct Policy

MOTION #18-40

MOVED BY: A. Langevin

SECONDED BY: D. Brisson that the CEO's report be received...carried

REPORT OF THE STANDING COMMITTEES :

Policy & Personnel: HR policies

MOTION # 18-41

MOVED BY: D.Brisson

SECONDED BY: S. Friedrich that Policies HR1 Statement on Personnel, HR2 Hiring Policy and HR3 Appointments, Resignations, Dismissals be approved as amended ....carried

POLICY REVIEW AND UPDATES:

REVIEW OF PLANS (i.e. ACTION PLAN, STRATEGIC PLAN etc):

NEW BUSINESS: none

DATE AND TIME OF NEXT MEETING: Thursday September 13, 2018 at 5:00

Meeting will be at new location in Verner  
11736 Highway 64, (Salle des Chevaliers de Colomb)

ADJOURNMENT

MOTION # 18-42

MOVED BY: S. Friedrich

SECONDED BY: D. Brisson that the meeting be adjourned at 6:22 ....carried

CHAIRMAN \_\_\_\_\_

SECRETARY \_\_\_\_\_

DATE \_\_\_\_\_

Almost 5.0 million Ontario residents have *active* library cards and over 73% of Ontarians used their library last year.

\*Source:2013 Ontario Public Library Statistics, Ontario Ministry of Tourism, Culture, and Sport

**The Corporation of the Municipality of West Nipissing****Regular Council Meeting September 18 2018****SUMMARY**

August 2018 Payables	\$	1,977,379.63
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<b>Total Disbursements as per A/P report enclosed</b>	<b>\$</b>	<b><u>1,977,379.63</u></b>
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**Additional Disbursements**

EFT Fees	Aug-18	\$	1,863.47
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Bank Fees/Charges	Aug-18	\$	519.80
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<b>Total Additional Disbursements</b>	<b>\$</b>	<b><u>2,383.27</u></b>
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<b>Grand Total</b>	<b>\$</b>	<b><u>1,979,762.90</u></b>
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**The Corporation of the Municipality of West Nipissing  
La Corporation de la Municipalité de Nipissing Ouest**

Resolution No.

**2018 /**

**SEPTEMBER 18, 2018**

Moved by / *Proposé par* :

Seconded by / *Appuyé par* :

**BE IT RESOLVED THAT** the accounts payables disbursement sheets be received in the amount of:

General Accounts ..... **\$ 1,979,762.90**

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

# MEMORANDUM

**TO:** Mayor and Council  
**FROM:** Louise Laforge  
Deputy Treasurer/Tax Collector  
**DATE:** September 18, 2018  
**RE:** **TAX RELIEF FOR LOW-INCOME SENIORS/DISABLED**

Section 319(1) of The Municipal Act provides that for the purposes of relieving financial hardship, a municipality may pass a by-law providing for deferrals or cancellation of all of or part of a tax increase on property in the residential property class for persons assessed as owners who are or whose spouses are:

- a) Low income seniors as defined in the by-law or
- b) Low income persons with disabilities as defined in the by-law.

Pursuant to by-law 2018/50 I am requesting that taxes in the amount of \$754.63 be written off for 13 tax properties. These tax payers qualified under Section 319 (1) of the Municipal Act as quoted above.

The qualifying property taxes had to increase by more than \$30.00 from last year and the write off is the difference between \$30.00 to a maximum of \$100.00.

## 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**

Resolution No.

**2018 /**

**SEPTEMBER 18, 2018**

Moved by / *Proposé par* :

Seconded by / *Appuyé par* :

**WHEREAS** section 319 (1) of *the Municipal Act, S.O. 2001, Chapter 25 as amended* provides that the Council of a Municipality shall, for the purpose of relieving financial hardship, pass a by-law for deferral or 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 the said by-law;

**AND WHEREAS** the Municipality of West Nipissing passed by-law **2018/50** for this purpose;

**BE IT RESOLVED THAT** the taxes be written off in the aggregate amount of \$754.63 for 13 properties.

	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: \_\_\_\_\_

**WRITE OFF BILLING  
2018 ELDERLY/ DISABLED TAX RELIEF  
BY-LAW 2018/50**

							0.8220070	0.178	0.177993	0.177993	0.177993		
	ROLL #	Current taxes	Prior year	Difference	Minus	Amount		MUNICIPAL	RTEP	RTES	RTFP	RTFS	TOTAL
1	030-012-12300	1,704.73	1,667.04	37.69	30.00	7.69	7.69	6.32	1.37				7.69
2	040-002-37400	1,914.58	1,863.24	51.34	30.00	21.34	21.34	17.54				3.80	21.34
3	050-000-16612	3,700.38	3,661.44	38.94	30.00	8.94	8.94	7.35	1.59				8.94
4	060-001-42900	2,520.95	2,378.13	142.82	30.00	112.82	100.00	82.20				17.80	100.00
5	060-002-01900	3,211.80	3,043.47	168.33	30.00	138.33	100.00	82.20				17.80	100.00
6	070-002-31305	2,422.71	2,106.68	316.03	30.00	286.03	100.00	82.20				17.80	100.00
7	070-002-47400	1,466.23	1,419.53	46.70	30.00	16.70	16.70	13.73	2.97				16.70
8	070-003-04300	2,231.41	2,168.11	63.30	30.00	33.30	33.30	27.37				5.93	33.30
9	110-001-15940	3,435.38	3,178.02	257.36	30.00	227.36	100.00	82.20				17.80	100.00
10	120-001-04100	1,265.57	1,182.80	82.77	30.00	52.77	52.77	43.38	9.39				52.77
11	120-001-04210	2,365.52	2,299.64	65.88	30.00	35.88	35.88	29.49	6.39				35.88
12	140-001-25000	2,422.75	2,314.74	108.01	30.00	78.01	78.01	64.12				13.89	78.01
13	140-001-28000	2,281.83	2,112.50	169.33	30.00	139.33	100.00	82.20				17.80	100.00
<b>TOTALS:</b>							<b>754.63</b>	<b>620.31</b>	<b>21.71</b>	<b>0.00</b>	<b>0.00</b>	<b>112.61</b>	<b>754.63</b>

## BY-LAW 2018/83

BEING A BY-LAW TO AMEND BY-LAW 2016/63, BEING A BY-LAW TO TO PROVIDE FOR  
LICENSING, REGULATING AND GOVERNING TAXICAB BROKERS, TAXICAB OWNERS, TAXICAB  
DRIVERS, LIMOUSINE OWNERS AND DRIVERS  
OF MOTOR VEHICLES USED FOR HIRE, AND FOR LIMITING THE  
NUMBER OF TAXICAB OWNER LICENCES IN THE MUNICIPALITY OF WEST NIPISSING

---

**WHEREAS** Section 156 (1) of the *Municipal Act* RSO 1990, as amended from time to time, states that a municipality may pass by-laws pertaining to the licensing of Taxicabs;

**AND WHEREAS** Council deems it expedient to amend the municipal Traffic and Parking By-Law 2016/63; to eliminate some of the flat rates;

**NOW THEREFORE** the Council of the Corporation of the Municipality of West Nipissing amends by-law 2016/63, as follows:

- (1) That **SCHEDULE "B"** - Tariff or Rates to be Charged for Use of Taxicab Operating in the Municipality of By-Law 2016/63 be repealed and replaced with the attached hereto which shall form part of the by-law
- (2) That **SCHEDULE "H"** – Tariff Card of By-Law 2016/63 be repealed and replaced with the attached hereto which shall form part of the by-law.
- (3) That this by-law shall take effect on the date it is enacted.

**ENACTED AND PASSED THIS 18<sup>th</sup> DAY OF SEPTEMBER 2018 AS WITNESSED BY THE SEAL OF THE CORPORATION AND THE HANDS OF ITS PROPER OFFICERS.**

---

LÉO MALETTE  
DEPUTY MAYOR

---

MELANIE DUCHARME  
CLERK

## SCHEDULE "B" FOR THE TAXI BY-LAW 2018/83

### **TARIFF OR RATES TO BE CHARGED FOR USE OF TAXICAB OPERATING IN THE MUNICIPALITY**

1. For Taxi trips anticipated to be less than 10 kilometers, the Taximeter rate will be a FARE of \$3.50 for the first 100 meters and an additional \$0.23 for each additional 100 meters (equivalent to \$2.30 per kilometer).
2. When a Taxi trip is anticipated to be longer than 10 kilometers one-way, the Driver and passenger may agree to a negotiated fee before the start of the trip in question. In each such instance, the Taxi Driver shall:
  - (a) place the Taximeter in the Taxi in operation when the trip commences and keep the Taximeter in operations until such time as the Taxi reaches the destination; and
  - (b) charge the passenger the fee which is the lower of the agreed upon fixed fee (flat rate) and the fee determined in accordance with the Taxi Tariff, as shown on the Taximeter.
  - (c) fixed fees (flat rate) may be collected at the point of origin. Additional fees shall be collected upon arrival at the destination
3. For each period of waiting requested by a passenger, they shall be charged an amount of twenty-nine dollars and twenty cents (\$29.20) not including applicable taxes, per hour computed by the taximeter at the rate of twenty cents (\$.20) for each successive interval of twenty-one point eighty-three (21.83) seconds.
4. Seniors' (65 or over) and persons with physical disabilities shall be afforded the following flat rates:
  - (a) \$5.00 for trips within an area bordered by Front Street, Holditch Street, Ethel Street and Michaud Street,
  - (b) \$6.00 for trips within (a) above and an area bordered by
    - i. Front Street, Michaud Street, Ethel Street and Coursol Street,
    - ii. North of Ethel to the Sturgeon River
    - iii. Front Street, Holditch Street, Lisgar Street and Dovercourt,
    - iv. Pembroke Street, Spring Street, Bay Street to Villeneuve Court
    - v. Railway Street, Holditch Street, Third Street to Belanger, and Salter to Coursol,
  - (c) \$7.00 for trips within (a) and (b) above and the area formerly known as Sturgeon Falls, except:
    - i. Riverfront Drive, Demers Street, Roy Street south of Mageau and Nipissing Street south of Aubrey where an additional \$1.00 will apply,subject to the flat rate being less than the metered rate.
5. Where two or more passengers are carried from a common starting point to two or more destinations, the fares to be paid by each passenger shall be as follows:
  - (a) The passenger first disembarking shall pay the tariff shown on the taximeter at the point subject to any legitimate extras.
  - (b) The taximeter shall be then reset. The passenger next disembarking shall pay the tariff shown on the meter at their destination, subject to any extras and so on in a like manner until all passengers have been discharged.
  - (c) Whenever two or more passengers disembark at the same place, each shall pay their proportionate share of the charge registered at the point where they disembark.
6. Where a passenger enters a cab, which is already engaged in carrying one or more passengers, the occupants of such Taxicab shall pay the fare to the point where such subsequent passenger or passengers embark. The taximeter shall then be reset and the person or persons so embarking shall be responsible for the fare to the common destination or to a point where one or more additional passengers embark, whereupon the taximeter shall be reset. This procedure shall be carried on until parties have reached their common destinations.
7. A Taxicab engaged in carrying a passenger shall not depart from its direct route to its engaged destination without the consent of the passenger being so carried. If the Taxicab, with such consent, deviates from its route to pick up a passenger otherwise than at the direction of the passenger then engaging the Taxicab, the taximeter shall forthwith be turned off and the passenger being so carried shall be liable to pay their fare only up to that point.

# **TAXI TARIFF**

**The rates below include  
all taxes** (Revised: Sept-18-2018)



**West Nipissing Ovest**

**Joie de vivre**

The Corporation of the Municipality of West Nipissing  
La Corporation de la Municipalité de Nipissing Ouest  
101-225, rue Holditch Street, Sturgeon Falls, ON P2B 1T1

P/T (705) 753-2250 (1-800-263-5359)  
F/TC (705) 753-3950

1. For Taxi trips anticipated to be less than 10 kilometers, the Taximeter rate will be a FARE of \$3.50 for the first 100 meters and an additional \$0.23 for each additional 100 meters (equivalent to \$2.30 per kilometer).
2. When a Taxi trip is anticipated to be longer than 10 kilometers one-way, the Driver and passenger may agree to a fixed fee (flat rate) before the start of the trip concerned. In each such instance, the Taxi Driver shall:
  - (a) place the Taximeter in the Taxi in operation when the trip commences and keep the Taximeter in operations until such time as the Taxi reaches the destination; and
  - (b) charge the passenger the fee which is the lower of the agreed upon fixed fee (flat rate) and the fee determined in accordance with the Taxi Tariff, as shown on the Taximeter.
  - (c) fixed fee (flat rate) may be collected at the point of origin. Additional fees shall be collected upon arrival at the destination.





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

Resolution No.

**2018 /**

**SEPTEMBER 18, 2018**

Moved by / *Proposé par* :

Seconded by / *Appuyé par* :

**BE IT RESOLVED THAT** By-law **2018/83**, being a by-law to amend By-Law 2016/63, as amended, being a By-Law to provide for licensing, regulating and governing taxicab brokers, taxicab owners, taxicab drivers, limousine owners and drivers of motor vehicles used for hire, and for limiting the number of taxicab owner licences in 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: \_\_\_\_\_





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

Resolution No.

2018 /

SEPTEMBER 4, 2018

Moved by / *Proposé par* :

Seconded by / *Appuyé par* :

**WHEREAS** Council received a request from the Fire Chief, Richard Maranda, during the meeting held September 4<sup>th</sup>, 2018, for the setup/creation of various social media accounts for the West Nipissing Fire & Emergency Service;

**AND WHEREAS** under the municipal Social Media Policy No. 2015/054 any pages or sites created and/or maintained by the Municipality require prior approval, by way of resolution from the Municipal Council, and that the content and maintenance thereof shall comply with this policy;

**AND WHEREAS** Council concurs with the request put forth;

**BE IT THEREFORE RESOLVED THAT** Council for the Municipality of West Nipissing hereby authorizes the creation/setup of the following social media accounts; which content and maintenance shall adhere to the Social Media Policy No. 2015/054:

DEPARTMENT	TYPE OF SOCIAL MEDIA ACCOUNT
West Nipissing Fire & Emergency Service	Facebook Account
	Instagram Account
	Twitter Account

	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 /**

**SEPTEMBER 18, 2018**

Moved by / *Proposé par* :

Seconded by / *Appuyé par* :

**BE IT RESOLVED THAT** the equipment described herein be declared as surplus for the Municipality of West Nipissing; and

**BE IT ALSO RESOLVED THAT** Council hereby authorizes the Manager of Public Works to dispose of the said surplus equipment:

- (1) 1994 White Chevrolet 1-Ton Dump/Box Utility Truck ( VIN 1GBJC34KXRE150520 )

	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: \_\_\_\_\_

# MEMORANDUM

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**TO:** Mayor and Council  
**FROM:** Melanie Ducharme, Municipal Clerk/Planner  
**DATE:** September 14, 2018  
**SUBJECT:** PURCHASE OF LANDS – OPP PERMANENT FACILITY SITE

---

On February 6, 2018, Council directed staff to proceed with the negotiation of an Agreement of Purchase and Sale for the acquisition of lands on Levac Road for the proposed construction of the new OPP facility. A conditional Agreement of Purchase and Sale was entered into with the property owner, the condition being the receipt of the Disbandment Order from the Ontario Civilian Policing Commission.

As the Disbandment Order has been received, the conditions of the offer have now been met and we are in a position to proceed with the acquisition of the lands. A by-law is being brought for endorsement authorizing the purchase of the lands.

**Joie de vivre**



**West Nipissing Ouest**

Joie de vivre

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



THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING

**BY-LAW 2018/84**

**BEING A BY-LAW OF THE MUNICIPALITY OF WEST NIPISSING  
TO ACQUIRE LANDS FROM ANNA ROSE ARCAND, LEVAC ROAD, CACHE BAY**

---

**WHEREAS** the Corporation of the Municipality entered into a conditional Agreement of Purchase and Sale on February 5, 2018 for the acquisition of approximately 5 acres of lands located on Levac Road, owned by ANNA ROSE ARCAND, being legally described as Part of Lot 9, Plan 40 and Part of Lot 8, Con. 1, Geographic Township of Springer, Municipality of West Nipissing, and as more particularly shown as Parts 1 – 5, Plan 36R-14\_\_\_\_\_ ; attached hereto as Schedule "A";

**AND WHEREAS** the condition of the Agreement of Purchase and Sale has now been met by the issuance of the Decision of the Ontario Civilian Policing Commission to Disbandment of the West Nipissing Police Service;

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

1. The Corporation of the Municipality of West Nipissing is hereby authorized to acquire the lands legally described as being legally described as Part of Lot 9, Plan 40 and Part of Lot 8, Con. 1, Geographic Township of Springer, Municipality of West Nipissing and as more particularly shown as Parts 1 – 5, Plan 36R-14\_\_\_\_\_ ; attached hereto as Schedule "A" for a consideration of Seventy Thousand (\$70,000.00) Dollars; and
2. That the Mayor and the Municipal Clerk are hereby authorized to execute such documents as may reasonably be required in order to give effect to this acquisition of land.

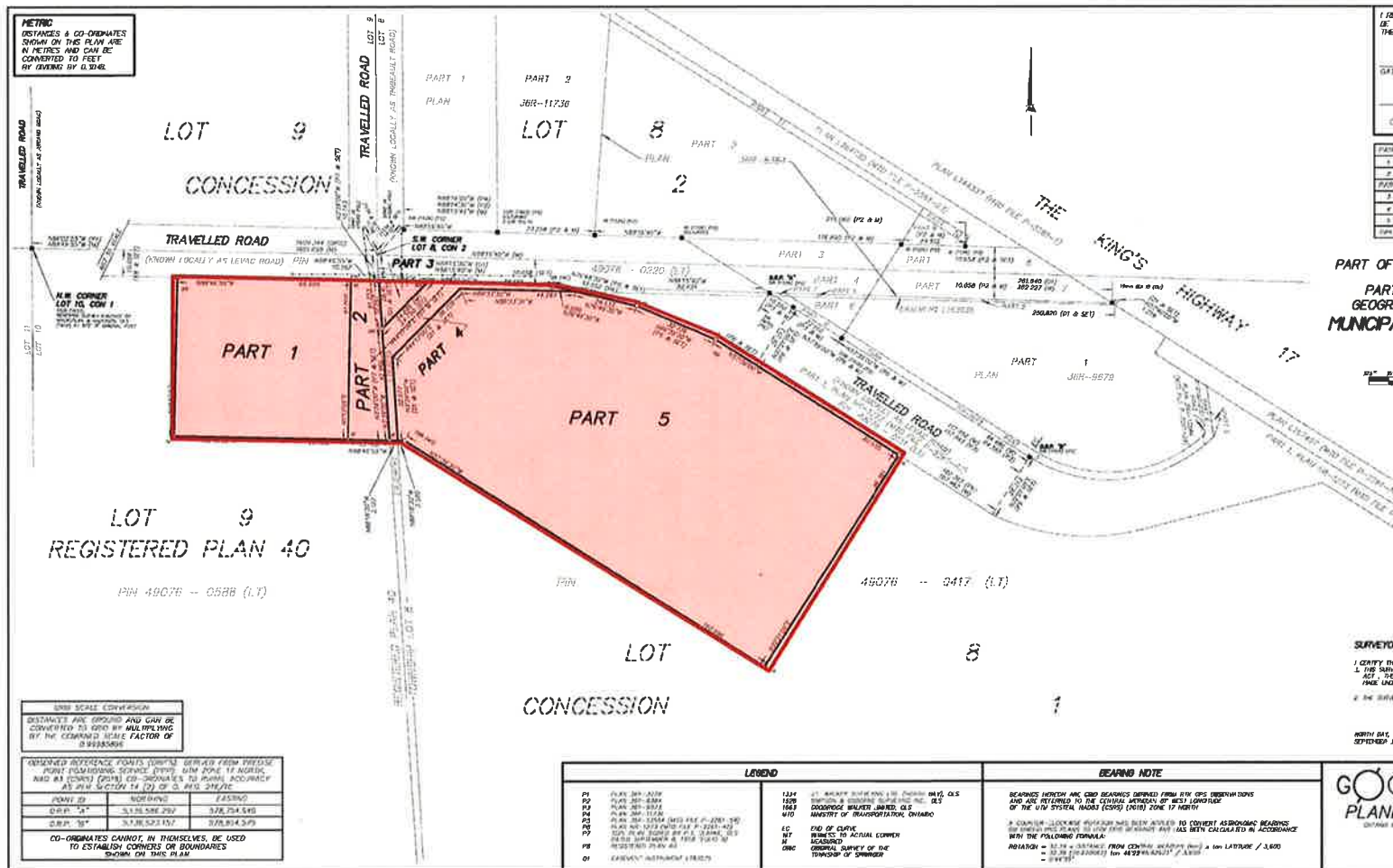
**ENACTED AND PASSED THIS 18<sup>th</sup> DAY OF SEPTEMBER, 2018 AS WITNESSED BY THE SEAL OF THE CORPORATION AND THE HANDS OF ITS PROPER OFFICERS.**

---

LÉO MALETTE  
DEPUTY MAYOR

---

MELANIE DUCHARME  
MUNICIPAL CLERK





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

Resolution No.

**2018 /**

**SEPTEMBER 18, 2018**

Moved by / *Proposé par* :

Seconded by / *Appuyé par* :

**BE IT RESOLVED THAT** By-Law **2018/84**, being a by-law to authorize the acquisition of certain lands from **ANNA ROSE ARCAND**, situated on Levac Road in Cache Bay, 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:** \_\_\_\_\_

# CONCESSION AGREEMENT

## STURGEON FALLS ARENA

This AGREEMENT is BETWEEN :

**THE MUNICIPALITY OF WEST NIPISSING**

and

**ROXANNE and RICHARD GENESSE**  
104 Riverfront Drive, Sturgeon Falls, ON

For the purpose of this agreement, the Community Services Department is referred to as the "Municipality" and Roxanne and Richard is referred to as the "Concessionaire".

### THE TERMS AND CONDITIONS shall be as follows:

1. The Concessionaire will lease from the Municipality, the "Canteen" concession facility and equipment located in the Sturgeon Falls arenas.
2. The term of this agreement is from October 1, 2018 to April 30, 2019.  
  
The municipality will consider the option to renew the contract (up to an additional 2 years) with the Concessionaire upon review at the end of the current agreement. The Municipality will notify the Concessionaires of their intent for renewal in writing no later than March 30th, 2019. If the Concessionaires does not wish to renew the contract for a subsequent year, she must provide written notice to the Director of Community Services by February 28<sup>th</sup>, 2019.
3. The Concessionaire agrees to pay rent to the Municipality as follows:  
Monthly Rental Fee  
  
\$100.00 per month (plus applicable taxes)  
  
For the month of April 2019 a weekly rental fee of \$25 plus HST will be set for weeks that the arena is open.
- 4a. The first installment is payable by October 15, 2018 and thereafter on the 1<sup>st</sup> day of each subsequent month.
- 4b. In the event that the Concessionaire fails to make the payments on the dates as provided for herein, the Municipality shall have the authority to terminate the within agreement forthwith without notice and to take the appropriate action necessary to collect any outstanding balance owing.
- 4c. Payments are to be made at Town Hall, at which place the Concessionaire will receive a cashier's receipt.
5. The Concessionaire agrees to abide by the rules and regulations of the North Bay Parry Sound District Health Unit and all Municipality of West Nipissing By-Laws, which govern the operation of this business. The Concessionaire shall procure and maintain at the Concessionaire's own cost and expense such licenses, permits or approvals, if any from Federal, Provincial, Municipal or other Government authorities (ex. WSIB) and such private permits, if any, as may be necessary to enable the Concessionaire to exercise the rights and privileges hereunder.

6. It is agreed that the Concessionaire may not contract or sublease the concession facility or equipment therein to any group, club or individual. This agreement shall automatically become null and void if the Concessionaire contracts or subleases this facility or equipment herein.
- 7(i). The Municipality agrees to keep the premises in suitable condition to operate a concession "canteen" and to supply the Concessionaire with sufficient electrical outlets and existing equipment to enable operation of the concession. The acceptance of a tender to lease does not impose an obligation on the Municipality to provide any services now or at any time in the future other than what is specified in this agreement.
- 7(ii). The Municipality will provide an access key to the concession booth; the Concessionaire will receive a key for access to entrance doors to the arena lobby/canteen arena. If the Concessionaire requires access to the building during the off season or whenever the facility is closed, the Concessionaire shall make arrangements with the Facilities Manager.
- 7(iii). It is understood that no physical deviances or structural changes to the existing canteen facilities shall take place at any time during the term of this agreement unless by written consent of the Municipality.
- 8a. The Municipality will be responsible for the supply of electrical, water and heating services to the facility.
- 8b. Normal maintenance repairs to the concession facility and municipally owned equipment will be the responsibility of the Municipality providing the Concessionaire has not shown negligence in their use of the facilities and equipment.
- 8c. The Concessionaire is responsible for their own janitorial services, cleaning supplies, garbage bags and removal of garbage from the appropriate areas. The Concessionaire agrees to keep the concession arena clean and organized. The Concessionaire is responsible for the upkeep and maintenance to all concession equipment owned by the Municipality.
- 8d(i). The Concessionaire agrees to clean the entire concession booth and storage room within seven (7) days after the last day of arena operations during this contract.
- 8d(ii). The Concessionaire agrees to remove all frying oil / grease from the deep fryer within seven (7) days after the last day of arena operations during this contract.
- 9a. The Concessionaire shall, at all times, indemnify and save harmless the Municipality and any of its officers, servants or agents from and against all claims or demands, loss, costs, damages, action, suits or other proceedings by whomsoever may, be brought or prosecuted in any manner based upon, occasioned by or attributable to the execution of these presents, or any action taken or things done or maintained by virtue hereof, or the exercise of any manner of rights arising hereunder, except claims or damage resulting from the negligence of any officer or servant of the Municipality while acting within the scope of his duties or employment.
- 9b. The Concessionaire shall place and at all times maintain during the currency of this Agreement, comprehensive liability insurance which shall include contractual liability coverage hereunder including claims that might be brought against the Municipality by an employee or volunteer worker with such insurance to provide limits of at least:
  - \$2,000,000.00 for each occurrence or accident and the Municipality be named in the policy as a co-insured.
  - Bodily Injury Liability and Property Damage Liability inclusive to include Fire-Water damage and Theft coverage.



- 9c. The Concessionaire shall furnish the Municipality with a certified copy of the comprehensive liability insurance policy or policies together with an Undertaking from the insurance company that such insurance will not be cancelled or reduced in coverage without thirty (30) days prior written notice by prepaid registered post addressed to the Municipality at 225 Holdtich Street, Sturgeon Falls, ON P2B 1T1, ATTENTION: Director of Economic Development and Community Services. Should the Municipality be of the opinion that the insurance taken out by the Concessionaire is inadequate in any respect for any reason whatsoever, it shall forthwith advise the Concessionaire of its reason therefore and the Concessionaire shall forthwith take out additional insurance satisfactory to the Municipality.
- 9d. The Concessionaire shall not have any claim or demand under this Agreement against the Municipality for detriment, damage or injury of any kind whatsoever or howsoever caused to any person or property including any sign, material, article, supplies or equipment effect or thing maintained upon Municipality premises unless such damage or injuries are due to the willful act or the negligence of the Municipality, its officers, employees, or agents while acting within the scope of their duties or employment.
- 10a. It is understood and agreed that the Municipality may terminate this Lease Agreement without notice, in the event that the Concessionaire fails to comply with the rules and regulations of the North Bay Parry Sound District Health Unit and Municipality of West Nipissing By-laws.
- 10b. Alcoholic beverages and tobacco products are prohibited.
- 10c. The sale of "Non Snack" Items will require municipal approval. A request to sell non snack items must be made in writing to the Director of Economic Development and Community services. The sale of hockey related products such as tape, laces, hockey sticks, etc. as a service to arena users will be permitted. The Concessionaire is permitted to provide vending machines and ATM machines located in the lobby area. All costs associated with the vending and ATM machines (lease, insurance and repairs/maintenance) are the sole responsibility of the Concessionaire. All revenue derived from these machines remains with the Concessionaire.
- 10d. The Municipality reserves the right to allow other organizations to provide goods and services at the Sturgeon Falls Arena that do not compete with products sold in the concession during the term of the Agreement.
- 10e. It is the responsibility of the Concessionaire to ensure that the concessions will be fully stocked with a variety of quality food options at all times throughout the length of this agreement, and further that a copy of items being sold be provided to the Municipality prior to initial opening of concession.
- 11a. It is the responsibility of the Concessionaire to take the initiative to become acquainted with the Municipality's schedule of activities throughout the term of the lease. It is agreed the Municipality does not accept responsibility for lack of notification to the Concessionaire on schedules and upcoming events but shall co-operate to provide such information when possible.
- 11b. It is the responsibility of the Concessionaire to ensure that the concessions are open during public skating, hockey tournaments, High School games, figure skating competitions and during other significant events hosted at the arenas. The Concessionaire will also ensure that the concessions are open on Saturdays and Sundays during times where minor hockey games are scheduled in succession. Failure to do so may result in the immediate cancellation of this agreement.

12. The Municipality is automatically entitled to all concession privileges when the Concessionaire is not interested in providing services for any event during the term of the Agreement.
13. Notwithstanding anything in this Agreement to the contrary, if the Concessionaire becomes bankrupt or insolvent or executes an assignment for the benefit of the Concessionaire's creditors, or takes the benefit of any winding up or insolvency act, then in each and any of such cases this Agreement shall be and become by any such acts absolutely forfeited and the Municipality shall become entitled to take the steps in such cases provided.
14. The Municipality shall not be liable for any failure to perform this Agreement by reason of the exercise of its discretion or by reason of strikes or industrial disputes or of major force, fire, lightning or tempest or in addition of any other cause similar not beyond its control, and in any of these events, the Concessionaire shall have no claim against the Municipality for damages nor for credit, repayment of fees, or otherwise, except as otherwise provided herein.

**This Agreement constitutes the entire Agreement between the Municipality and the Concessionaire and it shall not be amended, altered or changed except by written agreement between the parties hereto.**

**DATED AT Sturgeon Falls, ONTARIO THIS 18<sup>th</sup> DAY OF SEPTEMBER , 2018.**

CONCESSIONAIRE	THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING
By: _____ Name: Roxanne Genesse	By: _____ Name: Léo Malette Title: Deputy Mayor
_____ Name : Richard Genesse	By: _____ Name: Alisa Craddock Title: Director of Corporate Services  <i>I/We have authority to bind the Corporation</i>



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

Resolution No.

**2018 /**

**SEPTEMBER 18, 2018**

Moved by / *Proposé par* :

Seconded by / *Appuyé par* :

**BE IT RESOLVED THAT** the Deputy Mayor and Director of Corporate Services/Treasurer be authorized to sign a Concession Agreement with **ROXANNE and RICHARD GENESSE** for the operation of the Sturgeon Falls Arena Canteen for the Municipality of West Nipissing.

	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

Resolution No.

2018 /

SEPTEMBER 18, 2018

Moved by / *Proposé par* :

Seconded by / *Appuyé par* :

**BE IT RESOLVED THAT** the Deputy Mayor be authorized to sign an Agreement with the Ministry of Community Safety and Correctional Services and the West Nipissing Police Services Board for the **Safer Communities – 1,000 Officers Partnership Program**, terminating on March 31, 2019

	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: \_\_\_\_\_

## SHORT-TERM LICENSE FOR OFFICE USE

**THIS AGREEMENT** made as of the 1<sup>st</sup> day of June, 2018,

BETWEEN:

**1338413 ONTARIO INC.**

(the "Licensor")

**AND**

**THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING**

(the "Licensee")

**WHEREAS** the Licensor is the owner of the building municipally known as 26 Principal Street, Verner, Ontario (the "Building");

**AND WHEREAS** the Licensor has agreed to grant the Licensee a license to use a portion of the Building for office purposes on the terms and conditions contained herein.

**NOW THEREFORE** this agreement (the "Agreement") witnesses that in consideration of the premises and the sum of \$2 of lawful money of Canada now paid by the Licensee to the Licensor (the receipt and sufficiency of which is hereby acknowledged) and of the mutual covenants herein contained, the Licensor and Licensee hereby agree as follows:

### 1. LICENSE

- (1) The Licensor hereby grants to the Licensee the exclusive license to occupy an area (the "Licensed Space") in the Building containing approximately three hundred (300) square feet in accordance with the provisions of this Agreement for an indefinite month-to-month term (the "Term") commencing on the first day of June, 2018;
- (2) The Licensee accepts the Licensed Space in an "as is" condition, and will complete any necessary improvements at its sole expense and in accordance with the terms of this Agreement.

### 2. LICENSE FEE

- (1) The Licensee covenants and agrees with the Licensor to pay a fee (the "License Fee") of Six Hundred and Twenty Five Dollars (\$625.00) per month plus all applicable harmonized sales tax payable monthly in advance throughout the Term.
- (2) All amounts due and owing under this Agreement shall be paid on the first day of each and every month during the Term, save that the first payment under Section 2(1) shall be made on the date hereof.
- (3) If the Licensee fails to pay, when the same is due and payable, any amounts required to be paid under this Agreement, such unpaid amounts shall bear interest from the due date thereof calculated monthly to the date of payment at a rate per annum of five percent (5%) in excess of the prime rate as charged by the Licensor's bank from time to time.

### **3. LICENSEE'S COVENANTS**

- (1) The Licensee shall use the Licensed Space only for the purposes of a medial practitioner's office and for no other purpose. In using the Licensed Space, the Licensee shall comply with all applicable statutes, laws, by-laws, regulations, ordinances and orders from time to time, or at any time, in force during the Term which relate to or affect the condition, maintenance, use or occupation of the Licensed Space by the Licensee.
- (2) The Licensee shall not permit or suffer to be permitted any damage or injury to the Licensed Space or the Building, and shall not do or omit to do or suffer to be done or omitted anything upon or in respect of the Licensed Space which shall be or result in a nuisance.
- (3) The Licensee shall not make any alterations, repairs or installations in the Licensed Space or the Building without the Licensor's prior written consent (which may be unreasonably withheld), and any such alterations, repairs or installations made shall be at the Licensee's expense;
- (4) At the expiration or earlier termination of the Term, the Licensee shall peaceably surrender and yield up the Licensed Space to the Licensor in as good a condition and repair as the Licensee is required to maintain the Licensed Space throughout the Term, and the Licensee shall surrender all keys to the Licensed Space to the Licensor. The Licensee shall remove all of the Licensee's equipment and trade fixtures (and, at the option of the Licensor, any alterations made to the Licensed Space during the Term) before surrendering the Licensed Space as aforesaid and shall forthwith repair any damage to the Licensed Space caused by their installation or removal, failing which such may be completed by the Licensor at the cost of the Licensee. The Licensee's obligation under this covenant shall survive the expiration of the Term or earlier termination of this Agreement.

### **4. LICENSOR'S RIGHTS**

- (1) Notwithstanding anything contained in this Agreement, the Building shall be under the exclusive control and management of the Licensor. Without limitation, the Licensor shall have the right, at any time and from time to time:
  - (a) to operate, manage and otherwise deal with the Building as determined by the Licensor in its sole and absolute discretion;
  - (b) to make additions to, or subtractions from, or to change, rearrange or relocate any part of the Building;
  - (c) to grant, modify or terminate easements and other agreements pertaining to the use and maintenance of all or any part of the Building; and
  - (d) to enter into the Licensed Space to undertake any work or alterations to the Building (including the Licensed Space), provided that any such work does not materially interfere with the ability of the Licensee to carry on its business in the Licensed Space.

### **5. DEFAULT AND TERMINATION**

- (1) If and whenever:
  - (a) the Licensee fails to pay any charges due under this Agreement within three (3) days of the day appointed for payment, whether lawfully demanded or not;
  - (b) the Licensee fails to keep, observe or perform any of the other terms, conditions,

covenants and agreements herein contained which the Licensee is required to keep, observe or perform for five (5) days after notice in writing of such failure has been given to the Licensee and such failure has not been cured;

- (c) the Licensee becomes bankrupt or insolvent or takes the benefit of any act now or hereafter in force for bankrupt or insolvent debtors, or files any proposal or makes any assignment for the benefit of creditors; or
- (d) the Licensee assigns or encumbers the whole or any part of the Licensed Space or permits the use or occupation of the Licensed Space by anyone, except in the manner permitted in this Agreement,

then, and in any such case, at the option of the Licensee, the full amount of the current month's License Fee and Additional Charges shall immediately become due and payable and the Licenser may, at its sole option, terminate this Agreement.

- (2) If the Licensee is in default of any obligation or covenant under this Agreement, the Licenser shall have the right, at all times, to remedy or attempt to remedy any such default of the Licensee and, in so doing, may make any payments due from the Licensee to third parties and may do any work or other things on the Licensed Space necessary to remedy such default. All expenses of the Licenser incurred in remedying or in attempting to remedy such default shall be payable by the Licensee to the Licenser forthwith upon demand together with interest thereon as set out above, and the Licenser shall not be liable for any loss or damage to the Licensee's property or business caused by the acts of the Licenser in remedying or attempting to remedy any default.

## **6. INDEMNITY AND INSURANCE**

- (1) The Licenser shall not be liable to the Licensee for any death or injury arising from or out of any occurrence in, upon or relating to the Licensed Space, or for any damage to property of the Licensee or of others located in the Licensed Space. Without limiting the generality of the foregoing, the Licenser shall not be liable for any death, injury, loss or damages of or to persons or property resulting from fire, explosion, steam, electricity, gas, water, sleet, snow, ice or leaks from any part of the Licensed Space or from the pipes, sprinklers, appliances, plumbing works, roof, windows or subsurface of any floor or ceiling of the Building or from the lands or from the street or from any other place or by any other cause whatsoever.
- (2) Throughout the Term and any extension or renewal thereof, the Licensee shall keep in full force and effect the following insurance:
  - (a) "all risks" insurance upon the Licensee's equipment and trade fixtures in an amount not less than the full replacement cost thereof;
  - (b) comprehensive general liability insurance including but not limited to personal injury liability, contractual liability, contingent employer's liability, non-owned automobile liability and owner's and contractor's protective insurance coverage with respect to the Licensed Space and the Licensee's use of any part thereof, including the activities, operations and work conducted or performed by the Licensee, by any person on behalf of the Licensee, by those for whom the Licensee is in law responsible and by any other person on the Licensed Space; such policy or policies shall be written with inclusive limits of not less than five million dollars (\$5,000,000) for any one occurrence and such higher limits as the Licenser may reasonably require from time to time.

Each of the foregoing policies of insurance shall name the Licenser as an additional named insured as its interests may appear and shall contain a waiver of any subrogation rights which the Licensee's insurers



may have against the Licensor or those for whom the Licensor is in law responsible. The insurance shall also contain a severability of interests clause, a cross liability clause, and a waiver in favour of the Licensor of any breach of warranty clause to the effect that such insurance policy shall not be invalidated as respects the Licensor's interest by reason of any breach or violation of any warranties, representations, declarations or conditions contained in such policy, and a clause stating that such insurance policy will be considered as primary insurance and shall not call into contribution any other insurance that may be available to the Licensor. Each policy of insurance shall: (i) be taken out with insurers acceptable to the Licensor; (ii) be in form satisfactory from time to time to the Licensor; and (iii) contain an undertaking by the insurer to notify the Licensor in writing not less than thirty (30) days prior to any material change, cancellation or termination thereof. The Licensee shall deliver to the Licensor certificates of such insurance or a certified copy of each such policy of insurance prior to the commencement of the License.

## **7. NOTICES**

- (1) Any notices required or permitted to be provided hereunder shall be in writing and shall be deemed to have been received five (5) business days after the post-marked date thereof if sent by registered mail, the next business day following transmission if sent by fax, or at the time of delivery if hand delivered (including prepaid courier), and shall be addressed as follows:

To the Licensee: 101-225 Holditch Street, Sturgeon Falls, On P2B 1T1

To the Licensor: 2626 Valleyview Road, Val Caron, ON P3N 1R2

- (2) Either the Licensee or the Licensor may change its address by notice in writing to the other.

## **8. MISCELLANEOUS**

- (1) This Agreement and any Schedules hereto contain the entire understanding between the parties relating to the subject matter hereof. No amendment to this Agreement shall be valid unless in writing and signed by each of the parties hereto.
- (2) Every provision of this Agreement is intended to be severable. If all or any part of any term or provision hereof is illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement.
- (3) No omission or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or privilege preclude any other or further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative with and not exclusive of any rights or remedies provided by the law.
- (5) This Agreement shall enure to the benefit of and be binding upon each of the parties hereto and their respective successors and permitted assigns.
- (6) This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.
- (7) The Licensee agrees that it shall not register this Agreement or any notice or reference in respect of this Agreement against title.



**IN WITNESS WHEREOF** the parties hereto have executed this Agreement.

**1338413 ONTARIO INC.**

**THE CORPORATION OF THE MUNICIPALITY  
OF WEST NIPISSING**

Per: \_\_\_\_\_  
Authorized Signing Officer

Per: \_\_\_\_\_  
Léo Malette, Deputy Mayor

Per: \_\_\_\_\_  
Alisa Craddock, Director of Corporate Services

**ASSIGNMENT OF TENANT'S INTEREST IN A LICENSE AGREEMENT**

**THIS ASSIGNMENT** made as of the 1<sup>st</sup> day of June, 2018.

**BETWEEN:**

**THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING**

(the "Assignor")

**AND**

**KLÈRE BOURGAULT**

(the "Assignee")

**WHEREAS** By a License Agreement (the "License") dated June 1, 2018, the premises described as 26 Principal Street, Verner, Ontario (the "Premises") were leased by **1338413 ONTARIO INC.** (the "Licensor"), to the Assignor, as tenant, upon the terms and conditions set forth therein;

**AND WHEREAS** the Assignor has agreed to assign the License and all rights of the Assignor contained therein to the Assignee; and

**AND WHEREAS** The Landlord has delivered its written consent to the within assignment.

**NOW THEREFORE THIS ASSIGNMENT WITNESSES** that in consideration of the respective covenants and conditions herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each party), the parties hereto agree as follows:

- (1) The Assignor hereby assigns, transfers, sets over and conveys to the Assignee all of its right, title, estate and interest in and to the License and the Premises and all rights contained therein, subject to the observance and performance of the covenants, provisos and conditions on the part of the Assignor contained therein.
- (2) The Assignor covenants and agrees with the Assignee that:
  - (a) the License is a valid and subsisting License and that the covenants, provisos and conditions on the part of the Assignor contained therein have been duly observed and performed up to the date hereof and the rent reserved thereby has been duly paid up to the date hereof;
  - (b) neither the License nor the Assignor's rights thereunder have been surrendered, waived, released, amended, assigned, encumbered or discounted prior to the delivery of this Assignment;
  - (c) the Assignor has good right, full power and absolute authority to assign the License to the Assignee and it has not heretofore executed any assignment, sublease or encumbrance of the License, and the License is in full force and effect without default or breach by any of the parties thereto and without addition or amendment; and
  - (d) subject to the observance and performance of the covenants, provisos and conditions on the part of the Assignor contained in the License, the Assignee may enjoy the Premises for the residue of the term of the License without interruption by the Assignor or any persons claiming through it.

- (3) The Assignor agrees that it shall indemnify and save harmless the Assignee from and against any and all claims, demands, charges, costs and expenses in respect of the covenants, provisos and conditions on the part of the Assignor set out in the License for the period prior to the date hereof.

## **2. ASSUMPTION**

The Assignee covenants with the Assignor that from and after the date hereof the Assignee shall, throughout the term of the License, observe and perform the covenants, provisos and conditions on the part of the Assignor therein set forth and shall indemnify and save harmless the Assignor from and against any and all claims, demands, charges, costs and expenses in respect of such covenants, provisos and conditions (for greater certainty, it is acknowledged and agreed that the Assignee is not responsible or liable for any breaches or liabilities arising from the License prior to the date hereof).

## **3. INDEMNITY AND INSURANCE**

- (1) The Assignor shall not be liable to the Assignee for any death or injury arising from or out of any occurrence in, upon or relating to the Premises, or for any damage to property of the Licensee or of others located in the Premises. Without limiting the generality of the foregoing, the Assignor shall not be liable for any death, injury, loss or damages of or to persons or property resulting from fire, explosion, steam, electricity, gas, water, sleet, snow, ice or leaks from any part of the Licensed Space or from the pipes, sprinklers, appliances, plumbing works, roof, windows or subsurface of any floor or ceiling of the Building or from the lands or from the street or from any other place or by any other cause whatsoever.
- (2) Throughout the Term and any extension or renewal thereof, the Assignee shall keep in full force and effect the following insurance:
- (a) "all risks" insurance upon the Licensee's equipment and trade fixtures in an amount not less than the full replacement cost thereof;
  - (b) comprehensive general liability insurance including but not limited to personal injury liability, contractual liability, contingent employer's liability, non-owned automobile liability and owner's and contractor's protective insurance coverage with respect to the Premises and the Assignee's use of any part thereof, including the activities, operations and work conducted or performed by the Assignee, by any person on behalf of the Assignee, by those for whom the Assignee is in law responsible and by any other person on the Premises; such policy or policies shall be written with inclusive limits of not less than five million dollars (\$5,000,000) for any one occurrence and such higher limits as the Licensor may reasonably require from time to time.

Each of the foregoing policies of insurance shall name the Assignor as an additional named insured as its interests may appear and shall contain a waiver of any subrogation rights which the Assignee's insurers may have against the Assignor or those for whom the Assignor is in law responsible. The insurance shall also contain a severability of interests clause, a cross liability clause, and a waiver in favour of the Assignor of any breach of warranty clause to the effect that such insurance policy shall not be invalidated as respects the Licensor's interest by reason of any breach or violation of any warranties, representations, declarations or conditions contained in such policy, and a clause stating that such insurance policy will be considered as primary insurance and shall not call into contribution any other insurance that may be available to the Assignor. Each policy of insurance shall: (i) be taken out with insurers acceptable to the Licensor; (ii) be in form satisfactory from time to time to the Assignor; and

(iii) contain an undertaking by the insurer to notify the Licensor in writing not less than thirty (30) days prior to any material change, cancellation or termination thereof. The Assignee shall deliver to the Licensor certificates of such insurance or a certified copy of each such policy of insurance prior to the commencement of the License.

#### 4. MISCELLANEOUS

- (1) All notices required or permitted to be given hereunder shall be in writing and delivered or sent by prepaid registered mail to the address of the intended recipient set forth below or at such other address as may from time to time be notified by the Assignor or the Assignee in writing.

To the Assignor at: 101-225 Holdtich Street, Sturgeon Falls, On P2B 1T1

To the Assignee at: Dr. Klere Bourgault, 26 rue Principale, Verner, ON P0H 1H0

- (2) Each party shall promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things in connection with this Agreement that the other party or parties thereto may reasonably require for the purpose of giving effect to this Agreement and carrying out its provisions and completing the transactions contemplated by this Agreement.
- (3) The rights and liabilities of the parties shall enure to the benefit of their respective legal representatives, heirs, executors, administrators, successors and permitted assigns, as the case may be.

**IN WITNESS WHEREOF** the parties hereto have duly executed this Assignment.

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

Per: \_\_\_\_\_  
Léo Malette, Deputy Mayor

\_\_\_\_\_  
**KLÈRE BOURGAULT (Assignee)**

Per: \_\_\_\_\_  
Alisa Craddock,  
Director of Corporate Services



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

Resolution No.

**2018 /**

**SEPTEMBER 18, 2018**

Moved by / *Proposé par* :

Seconded by / *Appuyé par* :

**BE IT RESOLVED THAT** the Deputy Mayor and Director of Corporate Services/Treasurer be authorized to sign a Short-Term Licence for Office Use Agreement with 1338412 Ontario Inc. as well as an Assignment of Tenant's Interest in a Licence Agreement with Klère Bourgault for temporary office space in Verner.

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



# ÉCOLE SECONDAIRE CATHOLIQUE FRANCO-CITÉ

H-9

90, rue Main, Sturgeon Falls (Ontario) P2B 2Z7 ■ Tél. : 705-753-1510 ■ Téléc. : 705-753-5370 ■ [www.francocite.ca](http://www.francocite.ca)

## Objet : Cueillette de nourriture - fermeture d'une rue

Mme Savage,

Cette lettre a comme objectif de demander la fermeture d'une portion des rues Main, John, Queen et King, pour l'après-midi du jeudi 4 octobre 2018 prochain, de 13h30 à 14h30.



Franco-Cité organise annuellement la cueillette de nourriture intitulée « Une canne ça dépanne » pour la banque alimentaire de Nipissing-Ouest. Durant la soirée du mercredi 3 octobre 2018, des équipes d'élèves du secondaire effectueront la cueillette aux portes. L'an dernier, 20253 livres de nourriture furent amassées grâce à notre projet communautaire.



Le tout se terminera le **jeudi 4 octobre 2018** par une gigantesque chaîne humaine et une parade. Les élèves de Franco-Cité déposeront la nourriture aux coins de la rue Main et John dans une remorque pour ensuite faire une parade dans les rues afin de diriger les denrées à la banque alimentaire de Nipissing-Ouest. Vous trouverez le trajet proposé pour la parade

sous pli.

L'école secondaire catholique Franco-Cité souhaite pouvoir compter sur votre coopération afin de mener à terme ce projet humanitaire et chrétien.

Veuillez agréer, Mme Savage, l'expression de nos sentiments les plus distingués.

*Lisa*

Lisa Dumont  
Direction adjointe

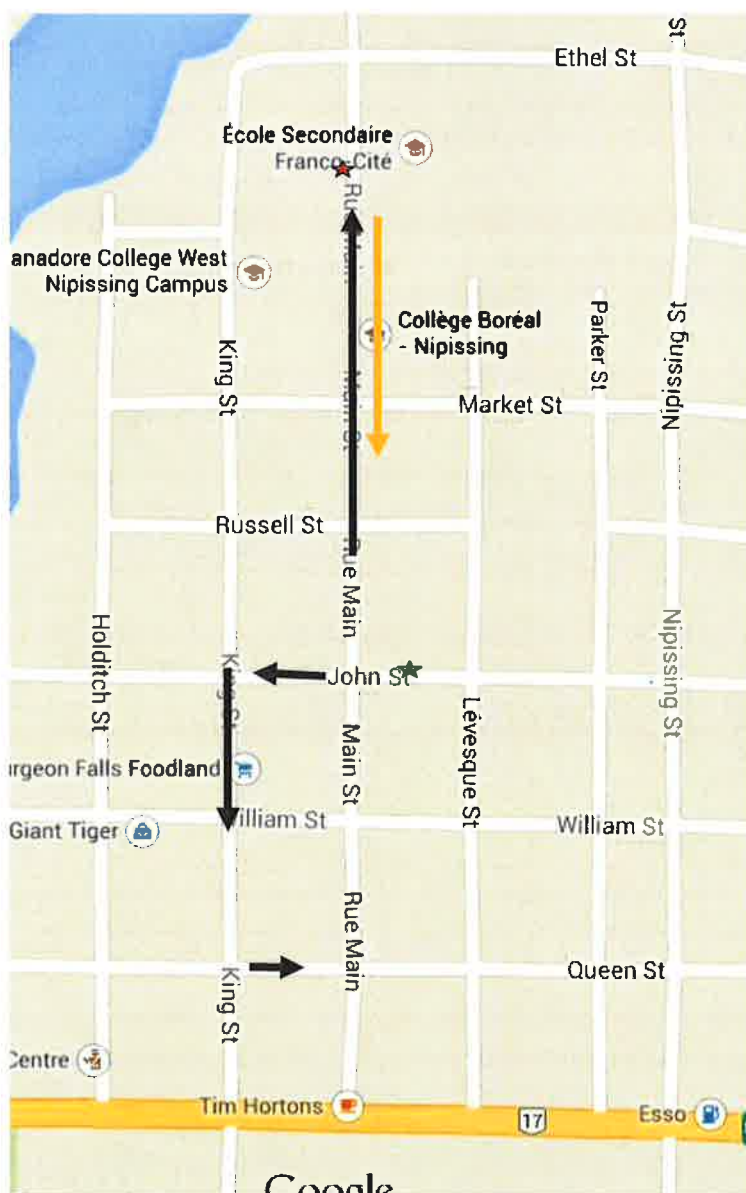
p.j. carte de la parade proposée

# ÉCOLE SECONDAIRE CATHOLIQUE FRANCO-CITÉ

Le jeudi 4 octobre 2018

Chaine humaine : de 13h30 à 14h (trajet flèche jaune)

Parade : de 14h à 14h30 (trajet flèches noires)



★ = début  
★ = fin





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

Resolution No.

2018 /

SEPTEMBER 18, 2018

Moved by / *Proposé par* :

Seconded by / *Appuyé par* :

**BE IT RESOLVED THAT** permission be granted to École secondaire catholique Franco-Cité to hold their Annual “**Une canne ça dépanne**” door-to-door food collection event on Wednesday, October 3<sup>rd</sup>, 2018 benefiting the West Nipissing Food Bank;

**BE IT FURTHER RESOLVED THAT** Council authorizes the temporary street closure of portions of Main Street, from John to Ethel Streets on October 4, 2018, from approximately 1:30 pm to 2:30 pm;

**BE IT FURTHER RESOLVED THAT** immediately following food transfer, the students are permitted to hold a parade commencing at the corner of Main and John Streets proceeding westerly along John Street, southerly on King Street, easterly on Queen Street then northerly on Main Street returning to École secondaire catholique Franco-Cité;

**BE IT ALSO RESOLVED THAT** the West Nipissing Police Service provide any requested assistance to ensure the safety and security of all participants and that all emergency services be duly informed of the temporary street closure and ensuing parade.

	YEAS	NAYS
BRISSON, Denise		
FINLEY, Paul		
FORTIER, Guy		
FORTIN, Don		
MALETTE, Léo		
RESTOULE, Jamie		
ROBERGE, Normand		
TESSIER, Guilles		
SAVAGE, Joanne (MAYOR)		

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

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

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





**The Corporation of the  
City of North Bay**

200 McIntyre St. East  
P.O. Box 360  
North Bay, Ontario  
Canada P1B 8H8  
Tel: 705 474-0400

OFFICE OF THE CITY CLERK  
CORPORATE SERVICES DIVISION  
Direct Line: (705) 474-0626, ext. 2510  
Fax Line: (705) 495-4353  
E-mail: karen.mcisaac@cityofnorthbay.ca

15 August 2018

The Honourable Premier Doug Ford  
Office of the Premier  
Queen's Park  
Legislative Building  
Toronto, ON M7A 1A1

Dear Honourable Premier Ford:

This is Resolution No. 2018-249 which was unanimously passed by Council at its Regular Meeting held Tuesday, August 14, 2018.

Resolution No. 2018-249:

"Whereas there are growing concerns around rental units in the City being left in a costly and damaged state;

And Whereas local owners report that these incidents are increasing in frequency and severity.

Therefore Be It Resolved that the City of North Bay request that the Province explore ways to protect basic important tenant rights, while investigating policies and regulations that could help to protect property, and penalize those who cause damage to property, and help recoup costs for those damages.

And Further that a copy of this Motion be forwarded to the Honourable Doug Ford Premier, the Honourable Vic Fedeli, Minister of Finance, the Honourable Steve Clark, Minister of Municipal Affairs and Housing, Leaders of the Opposition, MP Anthony Rota, Near North Landlords Association, Rental Housing Enforcement Unit, The Landlord and Tenant Board, North Bay Police Force and neighbouring municipalities seeking support from their Councils."

Yours truly,

*Karen McIsaac*

Karen McIsaac  
City Clerk

KM/ck

cc: Hon. Vic Fedeli, Minister of Finance  
Hon. Steve Clark, Minister of Municipal Affairs and Housing  
Hon. Andrea Horwath, Leader of the Opposition NDP  
Hon. John Fraser, Leader of the Opposition Liberal  
Hon. Mike Schreiner, Leader of the Opposition Green Party  
Anthony Rota, MP Nipissing  
Near North Landlords Association  
Rental Housing Enforcement Unit  
The Landlord and Tenant Board  
North Bay Police Force  
Neighbouring Municipalities (12)



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

Resolution No.

**2018 /**

**SEPTEMBER 18, 2018**

Moved by / *Proposé par* :

Seconded by / *Appuyé par* :

**WHEREAS** the Council for the Municipality of West Nipissing received resolution no. 2018-249, attached hereto, from the City of North Bay, requesting the Province to explore ways to protect tenants' rights while exploring ways to also protect property owners/landlords from property damage;

**BE IT RESOLVED THAT** Council for the Municipality of West Nipissing supports the City of North Bay, in their request seeking ways to protect both tenants' and landlords' (property owners) rights;

**BE IT FURTHER RESOLVED THAT** a copy of this resolution be forwarded to the Doug Ford - Premier of Ontario, Vic Fedeli - Minister of Finance, Steve Clark - Minister of Municipal Affairs and Housing, John Vanthof - MPP Timiskaming-Cochrane, Marc Serré - MP Nickel Belt, Near North Landlords Association and The Landlord and Tenant Board.

	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: \_\_\_\_\_



# CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

MOVED BY Trevor Bougie

RESOLUTION NO. 255-18

SECONDED BY Frank Prevost

DATE September 4, 2018

WHEREAS Paramedic Services in Ontario are not considered an Essential Service like Fire and Police services;

AND WHEREAS Paramedic Services across Ontario operate under The Ambulance Services Collective Bargaining Act, 2001, allowing a reduction in paramedic services to 75% (The Essential Services Act).

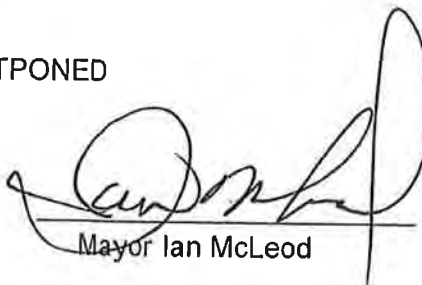
THEREFORE, BE IT RESOLVED THAT the Township of South Glengarry petition the Province of Ontario to list Paramedic Services as a full Essential Service;

AND FURTHERMORE, that this resolution be forwarded to Premier Doug Ford, local MPP Jim McDonnell, the Ministry of Labour, the Association of Municipalities Ontario and all Ontario municipalities.

☒ CARRIED

☐ DEFEATED

☐ POSTPONED

  
Mayor Ian McLeod

Recorded Vote:	Yes	No
Mayor McLeod	___	___
Deputy Mayor Prevost	___	___
Councillor McKenzie	___	___
Councillor Bougie	___	___
Councillor Warden	___	___

**CERTIFIED A TRUE COPY**

  
Kelli Campeau, Clerk

2018-09-06  
Date



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

Resolution No.

**2018 /**

**SEPTEMBER 18, 2018**

Moved by / *Proposé par* :

Seconded by / *Appuyé par* :

**WHEREAS** the Council for the Municipality of West Nipissing received resolution no. 255-18, attached hereto, from the Township of South Glengarry, requesting the Province to list Paramedic Services as a full Essential Service;

**BE IT RESOLVED THAT** Council for the Municipality of West Nipissing supports the the Township of South Glengarry, in their request seeking the Province to list Paramedic Services as a full Essential Service;

**BE IT FURTHER RESOLVED THAT** a copy of this resolution be forwarded to the Doug Ford - Premier of Ontario, Laurie Scott - Minister of Labour (ON), John Vanthof - MPP Timiskaming-Cochrane, Marc Serré - MP Nickel Belt and the Association of Municipalities of Ontario (AMO).

	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: \_\_\_\_\_

**BEN RYZEBOL, Director of Public Works**  
PUBLIC WORKS - TELEPHONE: (519) 941-1065  
FAX: (519) 941-1802  
email: bryzebol@amaranth.ca



**SUSAN M. STONE, C.A.O./Clerk-Treasurer**  
TELEPHONE: (519) 941-1007  
FAX: (519) 941-1802  
email: suestone@amaranth-eastgary.ca

374028 6<sup>TH</sup> LINE, AMARANTH, ONTARIO  
L9W 0M6

August 30, 2018

The Right Honourable Justin P.J. Trudeau  
Prime Minister of Canada  
House of Commons  
Ottawa ON K1A 0A6

Dear Prime Minister Trudeau,

**Re: NAFTA – Dairy Supply Management Program**

At the regular meeting of Council held August 29, 2018, the following resolution was carried:

**Moved by H. Foster – Seconded by C. Gerrits**

**Be it Resolved That:**

WHEREAS it appears that Mexico and the U.S.A have come to an agreement on trade terms and now intense scrutiny is on Canada as our negotiators attempt to come to an agreement as well, and our Dairy Management system is once more front and centre in the news;

WHEREAS supply management means that our Canadian dairy farms produce enough milk for Canadians and Canada allows 10% import of tariff free dairy products and the U.S.A caps tariff free imports at about 2.75%, so the U.S.A also protects their dairy industry;

WHEREAS we want our dairy products to continue to be produced on Canadian farms, under the strictest animal welfare, milk quality and food safety standards in the world;

NOW THEREFORE the Township of Amaranth, as a predominantly farming community, urge the Federal Government to not allow a foreign party to interfere with our Dairy Management System and that it be removed from all North American Free Trade Agreement (NAFTA) negotiations;

**BEN RYZEBOL, Director of Public Works**  
PUBLIC WORKS - TELEPHONE: (519) 941-1065  
FAX: (519) 941-1802  
email: bryzebol@amaranth.ca



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**SUSAN M. STONE, C.A.O./Clerk-Treasurer**  
TELEPHONE: (519) 941-1007  
FAX: (519) 941-1802  
email: suestone@amaranth-eastgary.ca

AND FURTHER THAT this resolution be sent to the Prime Minister, Dufferin-Caledon, MP and MPP, the Association of Municipalities of Ontario, Minister of International Affairs, Premier of Ontario, Ontario Ministry of Agriculture Food and Rural Affairs, Dufferin Federation of Agriculture, Ontario Federation Agriculture and all municipal councils within Ontario.

Should you require anything further please do not hesitate to contact this office.

Yours truly,

A handwritten signature in cursive script that reads "Susan M. Stone".

Susan M. Stone, A.M.C.T.  
CAO/Clerk-Treasurer  
Township of Amaranth

SMS/ch



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

Resolution No.

**2018 /**

**SEPTEMBER 18, 2018**

Moved by / *Proposé par* :

Seconded by / *Appuyé par* :

**WHEREAS** the Council for the Municipality of West Nipissing received a resolution, attached hereto, from the Township of Amaranth, urging the Federal Government to not allow a foreign party to interfere with the Dairy Management System;

**BE IT RESOLVED THAT** Council for the Municipality of West Nipissing supports the Township of Amaranth, in their request seeking the Federal Government to not allow a foreign party to interfere with the Dairy Management System and that it be removed from all North American Free Trade Agreement (NAFTA) negotiations;

**BE IT FURTHER RESOLVED THAT** a copy of this resolution be forwarded to the Justin Trudeau – Prime Minister, Doug Ford – Premier of Ontario, Ernie Hardman - Minister of Agriculture Food and Rural Affairs of Ontario, John Vanthof - MPP Timiskaming-Cochrane, Marc Serré - MP Nickel Belt, Ontario Federation of Agriculture and the Association of Municipalities of Ontario (AMO).

	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: \_\_\_\_\_